

Memorandum of Understanding (“MOU” or “Agreement”) between the Stark County Board of Developmental Disabilities and the Stark County Educators and Professional Trainers Association

This Agreement is entered into on the 10th day of September, 2015, by and between the Stark County Educators and Professional Trainers Association (“SCEPTA” or “Association”) and the Stark County Board of Developmental Disabilities (“Board”) regarding a change in the tuition reimbursement language under Article XXII, Section 4 of the collective bargaining agreement. The language below will replace the current contract language only in Article XXII, Section 4 and will become effective immediately upon the approval of the attached settlement agreement.

Section 1. Tuition Reimbursement

- A. The Board shall provide tuition reimbursement of up to One Thousand Dollars (\$1000) per calendar year to any full-time employee who has completed six (6) months of Board employment subject to the provisions of this Article set forth below. This reimbursement shall only be eligible for job related college coursework and/or seminars that are completed through an accredited educational institution by the Ohio Board of Regents or by a certified trainer approved by the Ohio Department of Developmental Disabilities and that will improve the employee’s job performance.
- B. To be eligible for tuition reimbursement, each full-time employee must follow the following procedures:
1. The Board will set available funds for the tuition reimbursement program through the annual budget process.
 2. Approved college courses and seminars required for degree/certification must be taken on the staff member’s personal time.
 3. Fees for books, parking or other non-tuition expenses will not be reimbursed.
 4. Staff will be reimbursed at the maximum allowable rate for college courses and seminars that directly apply to their current position or for other potential positions within the organization.
 5. College courses must be taken for credit; no audits. Reimbursement is contingent upon receipt of a “C” or above, or “P” if the course is taken pass/fail.
 6. Applicants may apply for tuition reimbursement for not more than \$1000 per calendar year pre-tax.
 7. To initiate a request for college tuition reimbursement, a full-time employee must submit the “Tuition Reimbursement Application” found on the Board Intranet, prior to the start of the course to his/her immediate supervisor. The immediate supervisor will record the date the request was received, check to ensure that the employee is eligible, and the course work meets the criteria. If the supervisor recommends approval, he/she will forward the request to the Human Resources Director to verify availability of funds and whether the staff person meets the qualifications of this policy. Within fourteen (14) days of receiving the request, the Human Resources Director will notify the full-time employee of approval or denial of his/her request. If a request is denied, the Human Resources Director shall provide the reason(s) in writing to the full-time employee.

8. Requests for reimbursement will be taken in order of the date they were submitted to the immediate supervisor. If there should be more than one request with the same date at the point at which funds are no longer available, the criteria for approving requests are based on ; 1) applicants who have not yet received tuition reimbursement in the current calendar year, and 2) the seniority of the applicants.

9. When any request for tuition reimbursement is approved, the approval is valid only if:

- a. The course taken is the course listed on the request form.
- b. The course is taken at the institution as indicated.
- c. The course is taken during the calendar year indicated.

10. If a staff member needs to change the course and/or the institution, he/she must submit a Request for Change in Course Work form to the Human Resources Director and receive approval before starting the new course.

11. After completion of the college coursework, the full-time employee shall submit documents to the Human Resources Director that can attest to the payment of tuition expenses, completion of the course/seminar, and grades if applicable. These documents must be submitted within sixty (60) days after the course is completed.

12. If a staff member does not register for, withdraws from, or does not satisfactorily complete a course that has been pre-approved for reimbursement, he/she must inform Human Resources.

13. Tuition Reimbursement may be a taxable benefit.

The parties agree that this Agreement shall in no way establish any precedent between the parties under the current collective bargaining agreement. This Agreement shall not be introduced, referred to, or in any other way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms. Except as modified by this Memorandum of Understanding, all other terms and conditions of the collective bargaining agreement remain in full force and effect.

It is so agreed,

On Behalf of the Board

Constance M. Poulton

On Behalf of SCEPTA

Victoria L. Luddy 9-1-15
Date

MOU-SCEPTA 2015-5 Tuition Reimbursement