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**AGREEMENT  
BETWEEN THE**

**MIAMI VALLEY CAREER TECHNOLOGY DISTRICT**

**AND THE**

**MIAMI VALLEY CAREER TECHNOLOGY CENTER  
EMPLOYEES' ASSOCIATION  
A.F.T. LOCAL 4575**

**CERTIFIED STAFF**

**July 1, 2012 - June 30, 2015**

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**ARTICLE I**  
**RECOGNITION**

The Miami Valley Career Technology District Board of Education (hereinafter referred to as the "Board") recognizes the Miami Valley Career Technology Center Employees Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for all full and regular part-time classroom teachers, including full-time adult education teachers, nurses, counselors, media specialists, and program coordinators and substitute teachers under contract for 120 days or more. Excluded from the bargaining unit are: "As needed" substitute teachers, supplemental adult school teachers, supervisory, confidential and administrative personnel.

Whenever used herein, the term "employee" or "employees" shall mean members of the bargaining unit and shall exclude anyone not a member of the bargaining unit. No one who is not a member of the bargaining unit shall be a beneficiary of this Agreement.

This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

**ARTICLE II**  
**NEGOTIATIONS**

The Board and the Association shall have the right of free choice in designating representatives for the purpose of conducting professional negotiations, provided neither team shall exceed five persons.

The parties mutually agree to the dispute settlement procedure as outlined in Section 4117.14 of the Ohio Revised Code.

The Board will be responsible for printing the final Agreement and the cost will be split evenly between the Association and the Board. The Board will provide to the Association a print-ready copy of the Agreement within thirty days of the ratification of the agreement. The Board will distribute printed copies to all bargaining unit members. The Association will receive 25 additional copies.

### **ARTICLE III**

#### **ASSOCIATION RIGHTS**

Names and addresses of new unit members shall be made available to the Association by September 15.

In addition to any payroll deductions required by law, the Board will deduct the periodic dues of the Association, for purposes of prompt transmittal to the Association, from the pay of a unit member so long as the unit member presents a written "deduction authorization" to the Treasurer. The Treasurer will cease such dues deduction if the authorization is revoked by the unit member. All deduction authorizations or revocations shall be presented to the Treasurer before September 30 of the year in which such authorization or revocation is to be effective. Additional deductions will include hospital and dental insurance premiums, one employee credit union and one tax sheltered annuity per employee.

The Association shall have the right to the use of staff/faculty bulletin boards. Such use shall be in an area not to exceed 24 inches by 24 inches in the upper right hand corner. Material placed on the bulletin boards shall be identified as having been authorized by the Association. Use of bulletin boards by any employees' organization (as that term is defined in O.R.C. Section 4117.01 [D]), other than the Association, shall be brought to the attention of the Chief Administrator of the building where such use occurs and thereafter the Administration and the Association shall take reasonable steps to cause the discontinuation of such use.

The Association shall have the right to the use of the school facilities for meetings that do not conflict with previously set teacher meetings, subject to the approval of the appropriate Administrator. Such approval shall not be unreasonably withheld. Such meetings shall take place either immediately before or immediately after the teacher day, except that five meetings per school year may be scheduled to begin at 2:45 p.m. If additional meetings are requested and approved appropriate adjustments to the accumulated service time referred to in Article VIII, Calendar and Hours, shall be made. Post-secondary instructors are entitled to attend Association meetings if not scheduled to teach at the time of the meeting.

The Association may use the intra-school mail system, including electronic mail. The Association shall have the right to place materials in the mailboxes of employees. The Association president and liaison shall receive an advance copy of the board meeting agenda.

The Association shall be allowed to have its representatives, who are not employees of the district, enter buildings to conduct Association business with employees before and after school hours, so long as the instructional program is not interrupted.

The Association shall have the right to use the following school-owned equipment without charge so long as use is not made during the user's working hours: typewriters, calculators, computers, word processors, audio-visual equipment, and telephones for local calls only. Long distance calls shall be made only on the Association's credit card. The Association shall assume financial responsibility for loss or damage to said equipment while in use by the Association. Equipment may not be removed from the premises, and use of equipment in classroom and laboratory areas must have approval of the Supervisor or Director.

The Association may use the school copy machines with the following provisions:

- A. Only the Association President, Vice President, Secretary, Treasurer, and Sergeant-at-Arms shall use the designated copy machine.
- B. Only the front office machines in each of the three buildings shall be used by the Association.
- C. A log of all copies run will be kept with the secretary closest to the machine. Said log will show the date, the number of copies run, and the person running the copies.
- D. The copy logs will be submitted to the Business Manager's secretary at the end of each school quarter for prompt payment by the Association at the designated cost per copy. Such rate shall be no more than the actual cost to the Board.

The Association shall be permitted to make a brief announcement during the initial orientation meeting of each school year and to present the Association scholarship at the Senior Recognition ceremonies. The Association will also be permitted to make a presentation during the new employee orientation.

The Board will provide the President or designee up to four (4) days of union leave per school year, to be approved in advance by the Director of Personnel, who will not unreasonably withhold approval. The association will reimburse the Board monthly for 50% of the per diem salary of the President or designee when a day of union leave is used. The board will pay for the President's and/or designee's fringe benefits and the salary and any fringe benefit cost of a substitute used in place of the President and/or designee.

#### **ARTICLE IV** **INDIVIDUAL RIGHTS**

The Board and the Association recognize that employees have the right to join, or not to join, any organization for their professional and/or economic improvement. Such membership or non-membership shall be without reprisal and shall not be required as a condition of employment. The Association shall not exclude employees as members on the basis of race, religion, color, national origin, ancestry, age, sex, sexual orientation, handicap, marital status, or veteran status.

No reprisals shall be taken against any participant in the negotiations process.

An employee shall have the right to representation at any employer initiated interview or meeting which may reasonably appear to jeopardize job security.

The employer may initiate an interview concerning a written and complete job evaluation and conduct such without the presence of a representative of the employee. However, following the interview the employee may request and shall promptly be granted a second interview at a reasonable time and place in which the employee may be represented.

The right to representation does not extend to interviews or meetings which cannot be reasonably or objectively linked to discipline or jeopardy of job security unless otherwise specifically set out in this Agreement, such as representation rights during grievance proceedings.

The Association and the Board agree that the provisions of this Agreement shall be applied equally to all employees without regard to race, religion, color, national origin, ancestry, age, sex, sexual orientation, handicap, marital status, or veteran status. They also recognize their respective responsibilities, legal and moral, to not discriminate in any manner relating to employment on the basis of race, religion, color, national origin, ancestry, age, sex, sexual orientation, handicap, marital status, or veteran status.

The immediately preceding paragraph shall not be enforceable by the grievance process, and the parties agree that questions of discrimination are to be directed to the appropriate state and/or federal agency(ies).

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and the Constitution of the State of Ohio and the United States, including the responsibility for, and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.

- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and expressed terms of this Agreement.

## **ARTICLE VI**

### **INDIVIDUAL CONTRACTS**

Contracts for certificated employees will contain the following:

- A. Name of certificated staff member
- B. Type of contract (limited or continuing)
- C. Salary classification
- D. Number of days to be worked
- E. Salary
- F. The fact that the employee is hired for purposes of replacing another employee on a leave of absence, but only if such be the case.

The annual notice of salary issued to each certificated employee will contain the following and will be issued no later than June 30 if determined, and if not determined, as soon thereafter when determined:

- A. Name of certificated employee
- B. Salary classification
- C. Number of days to be worked
- D. Salary

The contract and salary notice mentioned above, and the information contained therein, will be presumed to be factually and legally correct unless either party notifies the other, in writing, of an alleged error on or before September 30 of the school year the contract or notice is effective.

A certificated employee may request a change in the salary schedule due to educational qualifications, experience credit, changes in extended time, or similar changes which affect the rate of or total compensation of the employee. Requests for change must be received by the Board by September 30 in order to be effective for the current school year. The pay increase shall be retroactive to the beginning of the school year and shall be spread over the pays remaining in the school year. Requests received by the Board between October 1 and January 31 will be effective for the remainder of the current school year. This pay increase will be for the remaining contract days, effective February 1 and shall be spread over the pays remaining in the school year.

Certificated staff wishing to be considered for a continuing contract shall place in writing their request to the Board with substantiations for eligibility by March 30, prior to the year for which the contract will begin.

## **ARTICLE VII**

### **TEACHING ASSIGNMENTS/TRANSFERS/VACANCIES**

Each certificated employee shall be assigned to a specific position by, or under, the direction of the Superintendent and may be transferred to any other position for any purposes which, in the judgment of the Superintendent, is for the welfare of the teacher, the school, or the district. Notwithstanding any of the provisions below, the parties agree that teacher assignment and transfer is the sole and statutory prerogative of the Superintendent.

Beginning teachers or teachers who are beginning a new assignment of duty may be granted one day per school year for the purpose of observing an experienced teacher in that field at the MVCTC or another school.

A teacher who wishes to be assigned to a new or different position shall make the request to the Personnel Director. Such request shall be kept on file in the Personnel Director's office for one year unless removed at any time by the teacher.

Whenever a vacancy occurs (a vacancy shall be defined as newly-created certificate staff position or an existing position that is open and the Board determines to fill) the Board shall do the following in the order listed:

- A. FIRST, all teachers whose names are on the recall list under "Reduction in Force" and who hold proper certification shall be called back to work.
- B. SECOND, all teachers who wish to voluntarily transfer and who have made or who make proper application, shall be interviewed and given consideration for the position.

All vacancies or new positions shall be posted for five work days. Posting shall be accomplished as follows:

- A. The notice shall be posted on the Central Office bulletin board, on the school web site and on school wide e-mail.
- B. During the period between school years, the board shall make a reasonable effort to contact by phone those teachers who have filed a request for transfer and who are properly certificated for the vacant or new position.
- C. Vacancies or new positions shall not be filled until the expiration of the five day posting period unless an emergency exists which would justify the earlier filling of the position.

**ARTICLE VIII**  
**CALENDAR AND HOURS**

The work day shall be 7 ¼ hours which shall include a 30 minute lunch break.

There shall be 185 scheduled work days and daytime high school teachers shall be at the school from 7:45 a.m. until 3:00 p.m. Satellite teachers will work the scheduled day of their host district. The post secondary teacher's work day shall be assigned by the Director or Supervisor of Adult Education or his/her designee.

Staff will be required to be in attendance at all administratively scheduled meetings, which shall end no later than 3:30 p.m. and be scheduled no more than four (4) times a month. Staff with state requirements of advisory committee meetings shall be required to be in attendance at the annually scheduled All Advisory Committee Meeting.

Teachers will be present for scheduled parent-teacher conferences and sophomore open house, except when excused for other school duties or emergencies by their supervisor. When such parent-teacher conferences and sophomore open house extend beyond the regular teacher work day, compensatory released time shall be granted by the Board during a regularly scheduled school day.

When a teacher is requested by their supervisor to attend a professional meeting or to accompany a student(s) to a CTSO competition on a non-contract day, he/she shall be compensated at his/her per diem rate in addition to the usual and customary mileage and meal reimbursement.

The post-secondary teachers who are required by their supervisors to be present for scheduled graduation ceremonies, job placement activities, and preceptorship that extend beyond the regular work day shall be granted compensatory released time during the regularly scheduled work day.

If a teacher is requested to use his/her planning time to substitute for another teacher, such teacher shall be compensated at the current post-secondary hourly rate (pro-rated for less than one hour.)

If a secondary instructor does not have 200 minutes of planning time per week within the student day and 30 minutes of uninterrupted lunch per day, the instructor will be compensated at his/her per diem rate on a pro-rated basis. If an adult education instructor does not average 200 minutes of planning time per week per quarter, the instructor will be compensated at his/her per diem rate on a pro-rated basis.

A teacher assigned to chaperone an overnight state or national leadership conference/competitive events activity or academic field trip to Washington, D.C. which includes a non-scheduled work day, will be reimbursed for the non-scheduled work day at the teacher's daily rate. If the overnight is for a state or national competition the teacher will be paid a \$100 stipend per night following the competition.

The Association shall have the opportunity to have input before the school calendar is adopted for any school year, although calendars may be adopted for more than one school year. Except in the case of an emergency, there will be no changes in the adopted calendar without prior notification to the Association. As a general rule, sufficient time will be provided for input from the Association prior to Board adoption of changes to the adopted calendar.

## **ARTICLE IX**

### **PERSONAL AND COURT APPEARANCE LEAVES**

#### **Personal Leave**

Employees will be granted two personal leave days per year. Personal leave days can be accumulated to a maximum of three per employee.

The request shall be made on an appropriate form to the Personnel Director, but need not state which of the following reasons is applicable. The applicant is contractually, as well as honor bound, not to request or take personal leave unless one of the following is the reason:

- A. Business appointment which can only be scheduled during working hours
- B. Required court appearances as a litigant or witness
- C. Religious holiday when abstinence from work is required
- D. Urgent family obligations over which the employee has no direct control, such as weddings, graduations, parent-teacher conferences involving the employee's child, or attendance at ceremonies where a member of the immediate family is receiving a reward of major significance
- E. College registration and activity related to college registration

Personal leave may also be granted for any one of the following emergency situations where advance notice or request cannot be given. In these following situations, the employee must indicate the reason for requesting personal leave and such personal leave is limited to the following reasons:

- A. Birth/adoption of the employee's child
- B. Funeral of a relative not in the immediate family or of a close friend
- C. Emergencies, natural or personal (state type) for the employee

- D. High school or college graduations for immediate family members
- E. Coaching (paid) an OHSAA sanctioned sectional, district, regional, or state athletic tournament event.

"Birth/adoption of a child" is not intended to be added to sick leave for maternity reasons or be added to a maternity leave.

Except for emergencies, requests shall be made at least 48 hours prior to the date of the leave.

"Non-emergency" personal leave may be taken on any day except:

- A. The first regular teacher day or first day of classes
- B. The last regular teacher day or last day of classes
- C. The day before or the day after vacation or holidays

Personal leave may be taken in one-quarter day increments.

Any certified employee of the MVCTC with ten or more years of service with the MVCTC may elect at the time of retirement from MVCTD or death while an employee of MVCTD to add accumulated personal leave days to the unused sick leave conversion formula for the purpose of severance/conversion. For the purpose of figuring conversion only, each year of employment shall count as two days of personal leave. In addition, in order to be eligible for conversion and payment for such leave, the employee must have retired or died while an employee of MVCTD and a written application for such payment must be submitted by or on behalf of the employee with sixty (60) days of the last day actually worked as an employee of MVCTD.

Personal leave days used shall be subtracted from the accumulated total. For example: A twenty-five year employee could, for conversion purposes, "potentially" accumulate 50 personal leave days. If such employee used 18 personal leave days throughout that time period, the accumulated total for severance/conversion would be 32 days to be added to those days granted on the attendance conversion chart. The total calculation for conversion to severance pay would be:  $25 \text{ years} \times 2 = 50 - 18 = 32$  (240 from attendance chart + 32 = 272).

### **Court Appearance Leave**

Employees who are absent from work as a result of being subpoenaed as a witness in any court action, arbitration proceeding, or administrative proceeding, where neither the employee nor the Association are parties in a claim against the Board, shall be paid the difference between the court payment and his regular salary. The employee will receive his full daily wage from the Board by endorsing the witness payment to the Board.

Employees who are absent from work as a result of being subpoenaed as a witness in any court action, arbitration proceeding, or administrative proceeding in which the employee is the sole party in a claim against the Board, shall receive no pay for the period of absence except as allowed with personal leave.

**ARTICLE X**  
**SICKNESS, SICK LEAVE AND CONVERSION OF SICK LEAVE**

With the following exceptions, definitions, explanations, or modifications, Section 3319.141 O.R.C. shall govern compensation for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Sick leave may be taken in increments of not less than one-quarter day.

A. "Immediate family" within the context of Section 3319.141 O.R.C. shall mean step children, foster children, exchange students, and those relatives, including spouses, domestic partner, living in the same household as the employee, for whom the employee is responsible, as well as children, brothers and sisters, and parents, regardless of where the children, brothers and sisters, and parents live.

Sick leave may be used for the serious illness or death of the following members of the employee's family: step-parents, mother-in-law, father-in-law, grandchildren, and grandparents. Sick leave may be used for the day of birth of a grandchild.

Definition of a Domestic Partner: An intimate, committed, family type relationship, of two unrelated partners who share the necessities of life, live together, and have an emotional and financial commitment to one another, and who have maintained a relationship for at least twelve months, intending to do so indefinitely.

B. The Board of Education shall require an employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave, whether or not the use of sick leave is compensable. On said form the employee will indicate if he consulted a physician or practitioner of healing arts, and will authorize the Board of Education to verify the dates. In case of prolonged absence, the employee or person with power of attorney for the employee, will be required to report to the Personnel Director in person, by registered letter, or by phone call at least once a month.

C. Six weeks of paid sick leave may be used for maternity leave. Paid sick leave beyond six weeks will be approved upon receipt of a physician's note stating an inability to return to work for personal health reasons.

D. Absence due to death in the immediate family is not to exceed five (5) days.

E. Employees who have exhausted all of their sick leave will be advanced a maximum of five paid sick leave days per year. The advanced sick leave days shall be subtracted from future credited sick leave.

F. Sick leave is earned at the rate of one and one-quarter days per month. Sick leave may accumulate to a maximum of 295 days.

G. All sick leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article XI, B.

H. Any employee of the MVCTD with ten or more years of certified service with the public schools of Ohio may elect at the time of retirement from MVCTD or death while an employee of MVCTD to convert accrued but unused sick leave credit to severance/conversion pay. In the event of the death of an employee of the MVCTC with ten or more years of certified service with the public schools of Ohio, any such conversion pay shall be paid to the estate of said employee

The Board shall pay a certified employee 25% of his/her accrued but unused sick leave (up to 295 days) times his/her daily rate. In addition the Board shall pay a certified employee 15% of his/her accrued but unused sick leave for days beyond 295 days times his/her daily rate. The days that exceed the limits stated in "F" may not be used for actual sick leave.

Severance/conversion payment for sick leave shall be a one time payment and shall be considered to eliminate all sick leave credit accrued by the certified employee at that time.

Proof of retirement with the State Teachers Retirement System must be submitted to the Treasurer before payment is made due to retirement. Payment shall be made by January 31<sup>st</sup> in the next calendar year after said proof has been submitted. In the event that payment is made because of death of the employee, payment shall be made to the employee's estate. In addition, in order to be eligible for conversion and payment for such sick leave, the employee must have retired or died while an employee of MVCTD and written application for such payment must be submitted by or on behalf of the employee within sixty (60) days of the last day actually worked as an employee of MVCTD.

I. The Association and the Board of Education recognize that chronic absenteeism is detrimental to the educational process. The Association and Board pledge to work together to improve employee attendance. Falsification of a statement for use of sick leave is grounds for suspension or termination of employment.

J. Sick Leave Fund

The purpose of the sick leave fund is to give additional days of sick leave to employees who experience catastrophic and/or life threatening illness. If the employee has exhausted all of their sick, personal and vacation leave, the employee may receive a donation of sick leave days.

Catastrophic and/or life threatening illness will be determined by the attending physician.

The Personnel Director in collaboration with the Employee Association President will be responsible for the management and record keeping of the sick leave fund. The decision of the Personnel Director and Employee Association President shall be final and binding and shall not be subject to the grievance procedure.

An employee may request a donation of sick leave days after they have been out for a minimum of twenty consecutive days for a catastrophic and/or life threatening illness. All requests will be made to the Personnel Director.

Each employee may donate one day of their sick leave per fiscal year. If more days are donated than requested, a lottery system will be used to determine which employee's donated days will be accepted and converted to sick leave for the requestor. Four donated sick leave days will convert to one day of sick leave donated to the employee.

An employee may only receive twenty donated sick leave days per fiscal year.

## **ARTICLE XI** **LEAVES OF ABSENCE**

A. Upon the written request of an employee, the Board shall grant a leave of absence, without pay, for the reasons listed below. Upon the return of an employee from a leave of absence, such employee shall be returned to the same position that he/she held at the time such leave commenced, if available; if not available, then the employee shall be returned to an equivalent position for which he/she is qualified. The leave shall be no shorter than the end of the semester in which the request for leave is made, nor longer than the end of the next full school year ending June 30, following the school year in which the request for leave is made; provided, however, that the maximum amount of leave to be granted under this Article XI, A, shall be coordinated with FMLA leave under Article XI, B, such that the amount of leave the employee would otherwise be entitled to take under Article XI, A, shall be reduced by the number of weeks (and/or days) of FMLA leave the employee has taken (or will take), during the twelve-month period described in Article XI, B.

- (1) illness
- (2) disability
- (3) child rearing leave: a leave of absence without pay for the care of a child, immediately following the birth or adoption of such child for the father, or immediately following the release to return to work by the attending physician for the mother.

The employee shall designate the length of leave in his/her written request. Once a leave of absence has been requested and granted, an employee may return to work from such leave earlier than the period of time for which such leave was granted only at the discretion of the Board, whose discretion shall not be subject to grievance.

Additionally, the Board may, in its discretion, grant leaves of absence for a period of not more than two consecutive school years for educational, professional, or other purposes.

B. The Board and employees shall have whatever rights, duties, discretion and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions of this section:

1. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, such 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

Example: The employee starts six weeks of FMLA leave on February 1, 1995 and takes another six weeks beginning October 10, 1995. The next available leave under FMLA would be February 1, 1996 when an employee would qualify for up to six weeks (only 12 weeks may be used between October 10, 1995 and October 10, 1996). If no leave was used from October 10, 1995 until October 10, 1996, then the employee could receive up to twelve weeks of FMLA leave.

2. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with their written request for leave of absence. Such an employee may continue to participate in the Board's group insurance program provided the employee pays his/her share of the premium for such insurance programs to the Treasurer by the 15th day of the month preceding the month in which the employee desires to have the insurance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations.
3. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her work duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.
4. An employee on FMLA leave shall, at not less than 14-day intervals, report to the Personnel Director in person, by registered letter, or by telephone call the employee's status and intent to return to work.

5. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee, who, after being notified by the employer, does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.
  6. Whenever an employee is required to provide a certificate from a health care provider, the form attached hereto as Appendix D shall be used.
  7. If an employee is placed on a leave of absence for physical or mental disability, with or without request by the employee, under O.R.C. Sec. 3319.13, then the employee shall first be placed on any available sick leave, in accordance with Article X. When sick leave has been exhausted, such employee shall then be placed on FMLA leave under Article XI, B. All sick leave used by the employee shall be counted against the amount of FMLA leave the employee is entitled to receive under Article XI, B. The employee may continue insurance in accordance with Article XI, B and COBRA regulations.
- C. No employee granted a leave of absence by the Board shall secure other employment or be employed by another entity during the duration of the leave of absence. Employment in this paragraph shall be understood to include self employment.

**ARTICLE XII**  
**RETURN FROM LEAVE OF ABSENCE**

Upon the return of an employee from a leave of absence, the Board may terminate the employment of any employee who was hired for the purpose of replacing the returning employee while he or she was on leave.

**ARTICLE XIII**  
**LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT**

Leaves of absence for professional improvement may be granted under the terms and conditions of Section 3319.131 R.C. of the Ohio Revised Code as such exists at the time of the execution of this Agreement.

**ARTICLE XIV**  
**MILITARY LEAVE OF ABSENCE**

Military leaves of absence shall be granted to each employee under the terms and conditions of the Ohio Revised Code including, but not limited to, Sections 3319.14 and 124.29.

**ARTICLE XV**  
**IMPROVEMENT LEAVE OF ABSENCE**

Any employee who has completed five consecutive years of service with the Miami Valley Career Technology District may apply for a one year unpaid leave of absence for study, travel, or other reasons related to self-improvement. The Board of Education may approve such leave of absence if recommended by the Superintendent.

**ARTICLE XVI**  
**EMPLOYEE EVALUATION AND PERSONNEL FILES**

District will adhere to the evaluation process in this article and Appendix C, which is incorporated herein by reference, during the 2012-2013 school year.

A joint committee of three members of the Association and three administrators shall be formed and empowered to develop a standards-based evaluation policy that conforms to the mandatory framework for evaluation of teachers developed under section 3319.112 of the Ohio Revised Code. Final language of the policy and all forms and documents used in the implementation of the policy shall be decided by a five-sixths majority vote of the members of the aforementioned joint committee. The committee shall submit the evaluation process to the superintendent no later than April 1, 2013. The superintendent shall review the proposal and provide feedback to the committee by April 15, 2013. At the time the Board adopts a new evaluation policy, based on the committee's work and the superintendent's feedback, it shall supersede paragraphs 3 through 8 and 16 of this article and the subheading EVALUATION OF PROFESSIONAL STAFF- TEACHERS and all subsequent language of this article.

There will be two formal appraisals per year for certificated employees with 0-3 years MVCTC teaching experience; the first shall be completed by December 1 and the second by March 1. There will be one formal appraisal per year for all other certificated employees which shall be completed by April 1.

Certificated employees with 0-3 years MVCTC teaching experience will be observed by the employee's supervisor twice before each appraisal. All other certificated employees will be observed once before each appraisal; a second observation prior to the appraisal will be granted upon the request of the employee.

The supervisor will establish a schedule of observations to meet the needs of the department annually. As to those minimum number of observations which are required prior to a formal appraisal, the supervisor will give twenty-four (24) hour notice. The scheduled observation procedure will include a pre-observation conference, an observation, and a post-observation conference. While there may be observations without one day's notice, the minimum number of observations required for an appraisal shall have one day's notice.

The length of each formal observation will be a minimum of 30 minutes. Classroom charts, notes, etc. are to be retained by the supervisor. The employee may have copies if desired.

All clinical observations will be summarized on the three-part observation form. The observation date and employee signature are to be included. Copies of observations and appraisals will be forwarded to the teacher, supervisor, and personnel director.

Formal appraisal forms are to be reviewed and signed by the building director prior to the appraisal conference between the employee and the supervisor. The building director will meet with the employee and the supervisor during the formal appraisal conference if the building director expresses concern with the performance of the employee or at the request of the employee.

A joint committee of three members of the Association and three administrators shall, at the request of either the Association or the Superintendent, review the observation and appraisal forms that are attached to and made a part of this contract and found in the Appendix. The committee shall, at the conclusion of its review, submit a report to the Superintendent. If there is an absence of mutual agreement, the report shall include all points of view. Upon receipt of the report, the Superintendent shall submit the report to the Board which shall act upon such report within 55 days of receipt from the Superintendent.

Any documentation other than observations and appraisals (which are covered in previous paragraphs) which may be considered unfavorable and is intended to become a part of the personnel file of the employee must bear the signature of the employee and the individual making the allegation. The employee may reply in writing to such documentation. The reply will be attached to the documentation. Grievance materials will not be kept in the employee's personnel file.

An employee shall be notified of the intent of the administration to place in his/her personnel file any material (other than observations and appraisals which are covered in previous paragraphs) which may be considered critical of his/her conduct, service, character, or personality, and shall be provided the opportunity to read any such material prior to its being placed in his/her personnel file. Such opportunity shall be provided within 30 school days after receipt of such material.

An employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The signature shall not indicate agreement with the content of the material, but it will indicate only that the material has been read by the employee. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

Each employee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of confidential items, such as credentials and references, in the presence of a member of the administration. The employee may be accompanied by one other person in the review.

Materials will be removed from the employee's file pursuant to the Records Retention Commission. An employee shall be entitled to a copy of any material in his/her file except material, supplied to the Board from outside sources, considered as confidential.

This Article shall supersede and take the place of all provisions of O.R.C., Section 3319.111.

### EVALUATION OF PROFESSIONAL STAFF - TEACHERS

The following evaluation procedures shall be used each time a teacher is evaluated pursuant to Section 3319.111 O.R.C.:

Criteria of Expected Job Performance:

The criteria of expected job performance includes area of performance both within and without the classroom. The criteria of performance outside of the formal classroom setting are no different than what is customary in employment settings in Ohio Public Schools. That is, criteria such as punctuality, reliability, attendance, appropriate dress, health (both physical and mental), and relationships with peers and supervisors are areas in which the teacher may be evaluated. Additionally, attendance at reasonably scheduled open houses or similar functions and availability for compensated extra duty positions are factors which shall be subject to evaluation.

The evaluator shall also consider the following areas or subjects of performance:

#### **INSTRUCTOR**

##### **I. INSTRUCTION**

- A. Demonstrates knowledge of subject matter
- B. Demonstrates effective planning and follow-through
- C. Uses a variety of effective teaching strategies
- D. Is able to make subject interesting and appealing to student
- E. Communicates effectively with students (written and verbal)
- F. Provides for individual needs of students
- G. Is fair in dealing with students
- H. Seeks to improve student work habits
- I. Uses appropriate evaluative activities
- J. Provides student with specific evaluation feedback
- K. Shows evidence of utilizing instructional tools available
- L. Shows a genuine interest in teaching
- M. Shows respect for students as individuals
- N. Is receptive to innovative educational concepts

## II. CLASSROOM MANAGEMENT

- A. Establishes and maintains discipline in the educational setting
- B. Is fair in dealing with students
- C. Shows evidence of personal organization
- D. Reflects competence in the use and care of the learning environment
- E. Shows evidence of concern for safety
- F. Provides modeling to modify attitudes and behaviors

## III. INTERPERSONAL RELATIONS

- A. Demonstrates positive relationship with students
- B. Strives for a positive relationship with staff, parents, and community
- C. Shares ideas and is open to suggestions from students and staff
- D. Maintains proper teacher-student relationship

## IV. PROFESSIONAL RESPONSIBILITY

- A. Maintain effective inventory control
- B. Demonstrates a sense of responsibility
- C. Follows the district's regulations and policies
- D. Represents district in a professional manner
- E. Takes advantage of professional growth opportunities
- F. Is involved with school and advisory committees and student activities (FFA, BPA, VICA, HERO, DECA)
- G. Follows proper channels with items of concern
- H. Uses discretion in discussion with school and staff
- I. Actively develops placement opportunities
- J. Handles school routine promptly and renders accurate reports
- K. Performs out of class supervision assignments promptly and efficiently
- L. Strives for excellence in attendance

## **CERTIFIED SUPPORT STAFF**

### I. RESPONSIBILITY MANAGEMENT

- A. Demonstrates knowledge in completing assigned tasks
- B. Demonstrates effective planning and follow-through
- C. Uses a variety of strategies to solve problems
- D. Communicates effectively with students and associates (written and verbal)
- E. Provides for individual needs of students and staff
- F. Is fair in dealing with students and staff
- G. Seeks to improve educational environment
- H. Uses appropriate self assessment tools
- I. Shows evidence of utilizing available resources
- J. Shows a genuine interest in the education profession
- K. Shows respect for students and staff as individuals

- L. Is receptive to innovative educational concepts
- M. Handles job responsibility in a timely manner
- N. Shows evidence of personal organization
- O. Reflects competence in the use and care of the learning environment
- P. Shows evidence of concern for safety
- Q. Provides modeling to modify attitudes and behaviors

## II. INTERPERSONAL RELATIONS

- A. Demonstrates positive relationship with students and staff
- B. Strives for a positive relationship with staff, families, and community
- C. Shares ideas and is open to suggestions from students and staff
- D. Maintains professional conduct

## III. PROFESSIONAL RESPONSIBILITY

- A. Maintain complete inventory control
- B. Demonstrates a sense of responsibility
- C. Supports the district's regulations and policies
- D. Represents district in a professional manner
- E. Takes advantage of professional growth opportunities
- F. Is involved with school, business, community and/or student activities
- G. Follows proper channels with items of concern
- H. Uses discretion in discussion with school and staff
- I. Actively promotes MVCTC
- J. Handles school routine promptly and renders accurate reports
- K. Performs supervision assignments promptly and efficiently
- L. Strives for excellence in attendance

The evaluator may comment in writing on observed deficiencies or proficiencies in each of the above criteria. If the evaluator makes no comment, the Board of Education shall assume the area of performance is satisfactory.

The above criteria will not be averaged. That is, neither the evaluator nor the teacher may assume, for example, that poor performance on one-half the criteria and good performance on the other half of the criteria averages out to "satisfactory performance." Rather, the Board of Education may view chronically unsatisfactory performance on merely one of the above criteria as potential reason to cause the Board of Education to favorably receive a recommendation to non-renew a contract.

The person conducting the evaluation shall make a written report of the results of the evaluation. Such report shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and provide assistance for continued professional growth such as providing professional workshops, written materials, tapes, videos, and so forth.

**ARTICLE XVII**  
**REDUCTION IN STAFF AND SENIORITY**

A. The number of teachers or teaching positions may decline from one school year to the next due to deaths, retirements, resignations, terminations, leaves of absence, or non-renewals. The number of teachers or teaching positions may also decline because of a reduction in staff pursuant to Section 3319.17 O.R.C.

B. The Board of Education may not implement the suspension of contracts under Section 3319.17 O.R.C. unless, in the judgment of the Board of Education, it becomes necessary to reduce the number of teaching positions. Suspension of contracts may be made only for one or more of the following reasons:

1. Decline of student enrollment, whether such decline is in specific classes or overall enrollment.
2. Return to duty of regular teachers after leaves of absence.
3. Suspension of school or territorial changes affecting the district.
4. Lack of financial resources.

C. In making such reductions, the Board of Education shall proceed to suspend contracts in accordance with the written recommendations of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts, to teachers who have greater seniority, and to teacher qualifications as related to specific program needs. Certificated areas must be on record in the teacher's personnel file by March 1 of any school year.

D. Limited contract teachers whose contracts have been suspended shall be placed on a recall list along with continuing contract teachers whose contracts have been suspended. Rehiring shall be on the basis of seniority and qualification except that continuing contract teachers shall, by reason of their continuing contract status, have higher seniority than limited contract teachers. "Qualification" for vocational teachers shall mean certification (program certification, teacher qualifications) and related skills necessary for the program, as well as having taught the subject for one full year under teacher certification and program certification/license. "Qualification" for academic teachers shall mean appropriate certification and in correlated areas teachers will be on a separate seniority list due to their area of specialization.

As vacancies occur, a teacher with the most seniority will be offered, contingent upon qualification, the position by means of certified mail at the last address given in writing to the Director of Personnel by the teacher. The offer will be deemed to have been made on the date of mailing, even if the certified mail is unclaimed or undeliverable. Failure to accept the position offered within 14 calendar days of the date of mailing the offer will cause the teacher's name to be removed from the recall list. Teachers on the recall list will be responsible for keeping the Director of Personnel current, in writing, regarding their certification and current address and telephone number. Every reasonable effort will be made to telephone a suspended teacher anywhere in the U.S.A. when a vacancy opens for which he/she is qualified.

E. The name of teachers whose contracts are suspended as a result of RIF shall be placed on a recall list for eighteen (18) months. The recall period shall begin the day following the last actual work date of the teacher being affected by the reduction.

F. For purposes of this Agreement, "seniority" shall mean the length of unbroken service since the most recent hire. Authorized leaves of absence shall not operate as a break in service, but neither shall the employee add to seniority during an authorized leave of absence.

### **ARTICLE XVIII** **JURY DUTY**

The Board shall pay a full-time employee the difference between such employee's regular compensation and the remuneration received for serving as a juror. The employee shall endorse the check received as a juror to the MVCTC and receive his/her full daily rate.

### **ARTICLE XIX** **STRS PICKUP**

The Board shall designate each employee's mandatory contributions to the State Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the Retirement System increased thereby.

The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings.

The Board and the Association agree that should the rules and regulations of the Internal Revenue Service or the Retirement Systems change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

It is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with tax laws and regulations.

The pick-up shall apply only to regular payroll and payroll requisitions.

## **ARTICLE XX** **GRIEVANCE PROCEDURES**

### A. Definitions:

1. A "grievance" is a complaint of an alleged violation, misinterpretation or misapplication of this Master Contract.
2. A "grievant" is any bargaining unit member alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has adversely affected his or her rights under the Master Contract.

### B. Grievance Procedures:

*Step One*--The grievant shall present a written request for a meeting to present the grievance orally to the administrator (level one administrator) responsible for the decision generating the grievance. The request must be within 15 working days after the grievant has knowledge of the facts which gave rise to the grievance.

*Step Two*--If the discussion does not resolve the grievance, the grievant shall present his or her grievance in writing by fully completing the prescribed Grievance Form I within five working days after the discussion in Step One and submitting it to the supervisor of the level one administrator identified in Step One (level two administrator). This level two administrator, or his or her designate, will investigate the grievance and the grievant may request a conference on the facts of the grievance. The request for conference will be noted on the form. Such conference will be held within seven working days and the grievant may be represented at such hearing by a person of his or her choice. The level two administrator will reply, in writing, to the grievance within five working days after the receipt of grievance or conference, whichever is applicable.

*Step Three*--If the level two administrator is not the superintendent and the answer does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or his or her designee by fully completing the prescribed Grievance Form II within five working days after receipt of the reply in Step Two. The grievant may request a conference on the facts of the grievance. The conference shall be held within seven working days and the grievant may be represented at such a conference by a person of his or her choice. The Superintendent or his designate will reply within seven working days.

*Step Four* – If the Superintendent or his designate’s reply does not resolve the grievance, the Association may request mediation in writing within seven working days of the receipt of the Superintendent’s or his/her designee’s response. Upon request for mediation, the Association and the Superintendent will jointly submit a request to the Federal Mediation and Conciliatory Services to provide a mediator. Each party will be responsible for the fees and expenses of its representative.

*Step Five*--If mediation does not resolve the grievance, the Association may request arbitration in writing within seven working days of the mediation process.

C. Arbitration:

1. Upon request for arbitration, the Association and the Superintendent will jointly submit a request to the American Arbitration Association to provide the parties with a panel of eleven arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the Rules of the American Arbitration Association. Either party may reject one entire list submitted by the American Arbitration Association. The Arbitrator shall declare one party to have prevailed. The party that fails to prevail shall pay the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representative. The filing costs with AAA will be split evenly between the Board and the Association.

If the Board subpoenas any school personnel as witnesses, it shall pay the cost of any substitutes necessary.

If the Association subpoenas any certificated personnel as witnesses, it shall reimburse the Board for the costs of the substitutes employed for the witnesses.

2. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to ignore, add to, subtract from or modify this Agreement. Any arbitrator’s decision may not go beyond what is necessary for the interpretation or application of this Agreement, and the arbitrator may consider only the specific language of this Agreement. Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard by the arbitrator in a hearing and award separate from a hearing to determine the substantive issues, or merits of a grievance.

D. Additional Considerations:

1. If the administrators, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step by the employee will be considered termination of the grievance.

2. Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding arbitration results or grievance settlements which require a change to an entry or record in a personnel file may be attached to that item in the file.
3. Copies of grievance forms will be made available in all Building Director's offices and supplied on request to individuals or the Association. (The grievance forms referred to herein are attached to this Master Contract in the Appendix.)
4. No censure or other adverse action will be taken by either party against any grievant or administrators participating in this grievance procedure.
5. A class action grievance may be filed, but must include the names of all individuals participating.

#### **ARTICLE XXI** **CALAMITY DAYS AND TIME LOST DUE TO ILLNESS**

No certificated employee shall lose pay because of an epidemic or public calamity when school is closed by the Superintendent or the Board. When the daytime high school is closed, the Adult Education Director, considering staff and student safety, will decide which adult programs will operate and which adult education personnel will report.

No certificated employee shall be required to make up time lost due to an epidemic or public calamity, except that the Board reserves the right to re-schedule such days as are necessary to meet the minimum number of school days as may be required to be eligible for foundation funds or to otherwise comply with any laws or regulations of the state or federal governments setting forth a minimum number of days in a school year. The Association shall be consulted before the re-scheduling of the make-up days where scheduling would differ from the adopted school calendar for make-up days.

(For example, if three days are lost because of the school being closed due to an epidemic or public calamity, and it is not necessary to make up any of those days in order to comply with Ohio law on the minimum number of days; such days will not be scheduled. However, if seven days were lost because of school being closed because of an epidemic or public calamity, and it was necessary to make up two of those days in order to comply with Ohio law, then certificated employees would be expected to report to work on the make up days inasmuch as they have previously been compensated for such days.)

All rights to pay for time lost due to illness shall be governed by Article X.

**ARTICLE XXII**  
**DISCIPLINE, PROGRESSIVE DISCIPLINE, DISCHARGE**  
**AND PROBATIONARY PERIOD**

Each newly hired employee shall serve a probationary period of three full school years. A full school year shall mean a school year of no less than 120 working days.

The Superintendent, or his/her designee, shall have the right to reprimand, suspend with or without pay, discharge, or otherwise discipline an employee for just and proper cause. A probationary employee, during the term of his/her contract, may be discharged for less than just or proper cause. However, such discharge shall not be effective until the end of such probationary employee's then current contract.

Except in instances wherein the employee is found guilty of misconduct or if the employee's presence represents a clear and present danger to students, employees, or the public, discipline shall be applied in a progressive and corrective manner.

An employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reasons for which he has been suspended or discharged. A suspension in accordance with this Article shall be for a specific number of consecutive days on which an employee would be regularly scheduled to work.

An employee (and, at the request of the employee, the Association president) shall be given a copy of any reprimand or other disciplinary action entered on his personnel record within three working days of action being taken.

Notwithstanding Article XX, Grievances whenever the imposition of disciplinary action results in termination of employment, or in a direct economic loss of more than three days of pay in a school year, such disciplinary action will be subject to binding arbitration. The provisions of Article XX, Grievances, will be applicable as to procedure except that:

In the case of termination of employment, the terminated employee, as well as the Association, may request binding arbitration, using procedures to the extent applicable, under Step 4 and 5 of Article XX, Grievances. In the event the terminated employee requests arbitration and the Association does not request arbitration, then the terminated employee may act in place of the Association under paragraph C of Article XX, Grievances.

In arbitration matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) the discipline which is the subject of the grievance.

The parties agree that in the event a grievance involving discipline is subject to binding arbitration, then the procedure of adjustment of such grievance is fair and complete and that it constitutes the sole and exclusive method for the adjustment of grievances.

The provisions in this article are in lieu of procedures in Chapter 3319 of the O.R.C. and in the event of conflict, these provisions supersede Chapter 3319.

**ARTICLE XXIII**  
**SALARIES**

Salaries shall be paid according to Appendix A which is attached to this Contract and made a part of this Contract. In addition, there will be a one-time \$300 lump-sum payment added to the December 10, 2012 pay for all full-time certified staff members.

Longevity, "L" is based on the number of years spent on the top step of a given salary schedule. Employees will qualify after they have spent four (4) years on the top step of the salary schedule.

All employees payroll checks will be direct deposited into the employee selected financial institution account.

**ARTICLE XXIV**  
**INSURANCE BENEFITS**

1. All full time employees are eligible for the benefits in this Article.
2. Hospitalization Insurance:

The Board will pay 88% of the hospitalization insurance costs for a point-of-service managed care medical plan up to a maximum monthly amount as follows:

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Family Plan	\$1573.00	\$1699.00	\$1835.00
Employee + Children Plan	\$999.00	\$1069.00	\$1155.00
Single Plan	\$592.00	\$634.00	\$685.00

3. Dental Insurance:

The Board will pay 88% of the dental insurance costs up to a maximum monthly amount as follows:

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Family Plan	\$100.00	\$100.00	\$100.00
Single Plan	\$46.00	\$46.00	\$46.00

4. Plan:

The primary health insurance plan shall be at the choice of the Board, provided that any change in carriers will not lessen the coverage in effect as of June 30, 2008, so long as such coverage is made available by the current insurance carrier. If the current insurance carrier will no longer offer all coverages in effect as of June 30, 2008, then the Board shall notify the Association at least thirty (30) days prior to the effective date of any change in carrier or coverage.

5. Selection:

When full time spouses are employed by the Board, either two single plans or one family plan may be selected, but there will not be an option of two family plans.

6. Change in Plans:

If the Board initiates any change in the plans or coverage, such will first have the advance agreement of the Association. However, changes initiated by the carriers will not be subject to negotiation if the Board does not have the means to control such changes.

7. Life Insurance:

A term life insurance policy will be purchased for each full time employee for coverage no less than one and one-half times the employee's annual salary.

8. Waiver:

Full-time employees who fulfill their regular contract days have the option to waive their hospitalization and/or dental insurance coverage for a 12 month period. If the employee does not have insurance as of June 30 of the previous contract year, a stipend of \$2,000 for waived hospitalization and dental, a stipend of \$1,900 for waived hospitalization only, or a stipend of \$100 for waived dental insurance only, will be paid to the employee by July 31<sup>st</sup> after the waived year.

**ARTICLE XXV**  
**RETIREMENT INCENTIVE FOR 2012-15**

The following retirement incentive policy is intended to provide an incentive for retirement. Participation in this plan is voluntary. This plan applies only to employees who retire prior to July 1, 2015.

In addition to and separate of severance pay, any qualifying employee who retires under any of Ohio's public employee retirement systems by no later than the year he/she first becomes eligible for full retirement, will receive a Retirement Incentive. The incentive will be pro-rated using the employee's attendance percentage (deducting for sick leave, paid and unpaid, personal leave, special unpaid leave and unpaid leaves of absence) during their final year of employment multiplied by the appropriate corresponding amount:

The employee has completed at least ten (10) years of service with MVCTC and retires by:

July 1, 2013 – Ten Thousand Dollars (\$10,000)

July 1, 2014 – Eight Thousand Dollars (\$8,000)

July 1, 2015 – Five Thousand Dollars (\$5,000)

The employee has completed at least twenty (20) years of service with MVCTC and retires by:

July 1, 2013 – Fifteen Thousand Dollars (\$15,000)

July 1, 2014 – Ten Thousand Dollars (\$10,000)

July 1, 2015 – Eight Thousand Dollars (\$8,000)

In this calculation, employees with an attendance percentage of 94.5% (rounded to the nearest 100<sup>th</sup>) will use a multiplier of 100%. All others will be calculated at their actual percentage rounded to the nearest 100<sup>th</sup>.

A. First becoming eligible for full retirement, for purposes of this bonus, means: the employee has 30 years of service credit, whether earned or purchased, with one or more of Ohio's public employee retirement systems.

B. In order to qualify for the incentive bonus, an employee must give written notice to the Superintendent by no later than March 30 of the year he/she first becomes eligible for full retirement.

C. Further qualifications for the Retirement Incentive are as follows:

1. The employee must have completed no less than 5 consecutive years in paid status employment with the district, immediately preceding the effective date of retirement, and must be on paid status at the time of retirement.
2. Persons on disability retirement will not be eligible for this bonus.
3. The employee must have completed no less than 10 years of service for the Miami Valley Career Technology Center District by the effective date of retirement.
4. The effective date of retirement must be no earlier than after the last work day of the given school year, and must be no later than by June 30 of the year the notice was given.

D. An employee who is eligible for retirement, as above, and misses his/her March 30 deadline for notice forfeits his/her right to receive this bonus. It shall be the responsibility of the employee to be aware of when he/she becomes eligible for full retirement. Lack of knowledge or "innocent" errors shall not extend an employee's deadline for written notice under paragraph B above.

E. The amount of the bonus will not be included in any calculations to determine the employee's salary for retirement purposes.

F. An employee shall forfeit his/her right to this Retirement Incentive if his/her teaching contract is terminated, suspended pending termination, non-renewed, or otherwise discontinued involuntarily; or, non-renewed or suspended in accordance with a reduction in force.

G. An employee shall forfeit his/her right to this retirement incentive if they secure full time employment with the Miami Valley Career Technology Center at anytime during the year immediately following the year of retirement.

H. Any employee who retires and receives a pension based on more than 30 years service credit, earned or purchased, shall forfeit claim to this Retirement Incentive.

I. All eligibility and qualification requirements are subject to verification. An employee shall provide appropriate documentary evidence that he/she was not eligible for full retirement in any previous year or years. Such documentary evidence may include a certificate or letter to that effect issued by the retirement system under which the employee retires.

J. The Board shall pay the Retirement Incentive in the next calendar year by January 31<sup>st</sup>.

K. In the event of the death of the retiree after submitting his/her resignation for retirement, the incentive will be paid to the estate of the retiree.

#### **Article XXVI** ACTE MEMBERSHIP DUES

The Board will pay 50% of Ohio ATCE and National ACTE membership dues for any full time certified staff member. Division dues will not be included in this calculation.

#### **Article XXVII** Tuition Reimbursement

The Board shall reimburse full time certificated employees for tuition paid to an accredited college or university for coursework directly related to the employee's area of responsibility or to the employee's Individual Professional Development Plan (IPDP).

The Board shall establish a separate account for the purposes of tuition reimbursement for full time certificated employees. The Board shall place \$20,000 in said account for each year of this agreement. The balance will be zeroed out after annual disbursements are made.

Application for reimbursement must be made to the Director of Personnel by September 1, for course work completed between July 1 and June 30 of the previous school year. The Director of Personnel shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.

- A. To be eligible for reimbursement the employee must meet the following qualifications:
- a. Must be employed full time and in good standing on September 1, for coursework completed between July 1 and June 30 of the previous school year.
  - b. Application for tuition reimbursement must be made during the regular school year through employee's supervisor and approved by the Director of Personnel prior to the first class meeting.
  - c. Coursework must be from an accredited college or university.
  - d. Coursework must be directly related to the employee's area of responsibility or to the employee's Individual Professional Development Plan (IPDP)
  - e. Provide the Treasurer with an official transcript substantiating course completion and final grade of A, B, or equivalent.
  - f. If the course is pass/fail, transcript must substantiate course was passed and a letter from the instructor/professor must be presented confirming a level of achievement of "B" or above work.
  - g. No reimbursement shall be provided for audited course work.
  - h. Provide the Treasurer with appropriate receipt documenting paid for course work.

The Director of Personnel shall provide written approval/disapproval to the applicant no later than twenty (20) workdays after receipt of the application. If the application is not approved, the Director of Personnel shall include reasons for the disapproval. The decision of the Director of Personnel shall be final and binding and shall not be subject to the grievance procedure.

A single reimbursement payment for the entire year will be made to the staff member on the first regular pay in October. The maximum annual reimbursement for a staff member shall be \$1,000. Reimbursement shall be treated as income and shall be subject to taxation as required by IRS regulations.

#### **ARTICLE XXVIII** **EFFECT OF CONTRACT**

Should this Contract or any of its terms be in conflict with any of the terms of the Miami Valley Career Technology Center Teachers' Handbook, this Contract shall prevail. Should this Contract be in conflict with any Miami Valley Career Technology District Board of Education policy effective at the time this Contract is effective, this Contract shall prevail.

This Agreement represents the entire agreement between the Board and the Association.

**ARTICLE XXIX**  
**HEADINGS AND TITLES**

The headings, titles, subparagraph titles, and indices contained in this Agreement are for convenience purposes only. Such are not a part of the Contract nor are to be used in construction or interpretation of this Contract or Agreement.

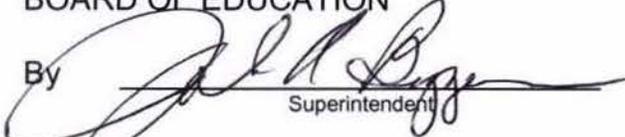
**ARTICLE XXX**  
**DURATION**

This Agreement shall be effective as of the 1st day of July, 2012, and shall remain in effect through June 30, 2015.

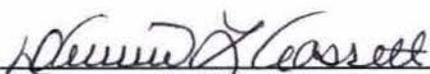
Additionally, either party may give written notice of its intention to negotiate not more than 120 days and not less than 90 days prior to June 30, 2015. Negotiations shall begin not later than May 1, 2015.

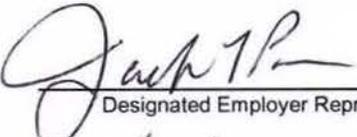
IN WITNESS THEREOF, the parties hereunto have set their hands for:

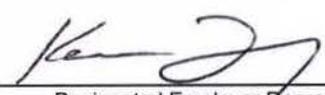
MIAMI VALLEY CAREER  
TECHNOLOGY CENTER DISTRICT  
BOARD OF EDUCATION

By   
Superintendent  
Date \_\_\_\_\_

By   
Board President  
Date 6-12-12

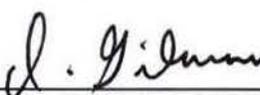
By   
Board Treasurer  
Date 6/12/12

By   
Designated Employer Representative  
Date 6/12/12

By   
Designated Employer Representative  
Date 6-12-12

MIAMI VALLEY CAREER  
TECHNOLOGY CENTER  
EMPLOYEES ASSOCIATION

By   
President  
Date 8-16-12

By   
Negotiations Committee Member  
Date 8/16/12

By   
Negotiations Committee Member  
Date 8/16/12

By   
Negotiations Committee Member  
Date 8/16/12

By   
Negotiations Committee Member  
Date 8/16/12

By \_\_\_\_\_  
Designated Association Representative  
Date \_\_\_\_\_

## APPENDIX A

### 2012-15 Salary Schedule Based on 185 Days

#### 2012-13

Step	Index	Non-Degree	Index	Bachelors	Index	Bachelors +150	Index	Masters	Index	Masters +15	Index	Masters +30
1	0.87	\$36,612	1.00	\$42,083	1.04	\$43,766	1.08	\$45,450	1.10	\$46,291	1.12	\$47,133
2	0.91	\$38,296	1.04	\$43,766	1.08	\$45,450	1.12	\$47,133	1.14	\$47,975	1.17	\$49,237
3	0.95	\$39,979	1.08	\$45,450	1.12	\$47,133	1.17	\$49,237	1.19	\$50,079	1.22	\$51,341
4	0.99	\$41,662	1.13	\$47,554	1.18	\$49,658	1.23	\$51,762	1.25	\$52,604	1.27	\$53,445
5	1.04	\$43,766	1.18	\$49,658	1.24	\$52,183	1.29	\$54,287	1.30	\$54,708	1.32	\$55,550
6			1.24	\$52,183	1.30	\$54,708	1.35	\$56,812	1.36	\$57,233	1.38	\$58,075
7			1.30	\$54,708	1.36	\$57,233	1.41	\$59,337	1.42	\$59,758	1.44	\$60,600
8			1.36	\$57,233	1.42	\$59,758	1.47	\$61,862	1.49	\$62,704	1.51	\$63,545
9			1.42	\$59,758	1.48	\$62,283	1.54	\$64,808	1.56	\$65,649	1.58	\$66,491
10			1.48	\$62,283	1.54	\$64,808	1.61	\$67,754	1.63	\$68,595	1.65	\$69,437
11			1.54	\$64,808	1.61	\$67,754	1.68	\$70,699	1.70	\$71,541	1.72	\$72,383
12			1.60	\$67,333	1.68	\$70,699	1.75	\$73,645	1.77	\$74,487	1.79	\$75,329
13			1.67	\$70,279	1.75	\$73,645	1.82	\$76,591	1.84	\$77,433	1.86	\$78,274
L/17			1.79	\$75,329	1.88	\$79,116	1.96	\$82,483	1.98	\$83,324	2.00	\$84,166

#### 2013-14

Step	Index	Non-Degree	Index	Bachelors	Index	Bachelors +150	Index	Masters	Index	Masters +15	Index	Masters +30
1	0.87	\$36,978	1.00	\$42,504	1.04	\$44,204	1.08	\$45,904	1.10	\$46,754	1.12	\$47,604
2	0.91	\$38,679	1.04	\$44,204	1.08	\$45,904	1.12	\$47,604	1.14	\$48,455	1.17	\$49,730
3	0.95	\$40,379	1.08	\$45,904	1.12	\$47,604	1.17	\$49,730	1.19	\$50,580	1.22	\$51,855
4	0.99	\$42,079	1.13	\$48,030	1.18	\$50,155	1.23	\$52,280	1.25	\$53,130	1.27	\$53,980
5	1.04	\$44,204	1.18	\$50,155	1.24	\$52,705	1.29	\$54,830	1.30	\$55,255	1.32	\$56,105
6			1.24	\$52,705	1.30	\$55,255	1.35	\$57,380	1.36	\$57,805	1.38	\$58,656
7			1.30	\$55,255	1.36	\$57,805	1.41	\$59,931	1.42	\$60,356	1.44	\$61,206
8			1.36	\$57,805	1.42	\$60,356	1.47	\$62,481	1.49	\$63,331	1.51	\$64,181
9			1.42	\$60,356	1.48	\$62,906	1.54	\$65,456	1.56	\$66,306	1.58	\$67,156
10			1.48	\$62,906	1.54	\$65,456	1.61	\$68,431	1.63	\$69,282	1.65	\$70,132
11			1.54	\$65,456	1.61	\$68,431	1.68	\$71,407	1.70	\$72,257	1.72	\$73,107
12			1.60	\$68,006	1.68	\$71,407	1.75	\$74,382	1.77	\$75,232	1.79	\$76,082
13			1.67	\$70,982	1.75	\$74,382	1.82	\$77,357	1.84	\$78,207	1.86	\$79,057
L/17			1.79	\$76,082	1.88	\$79,908	1.96	\$83,308	1.98	\$84,158	2.00	\$85,008

**2014-15**

Step	Index	Non-Degree	Index	Bachelors	Index	Bachelors +150	Index	Masters	Index	Masters +15	Index	Masters +30
1	0.87	\$37,348	1.00	\$42,929	1.04	\$44,646	1.08	\$46,363	1.10	\$47,222	1.12	\$48,080
2	0.91	\$39,065	1.04	\$44,646	1.08	\$46,363	1.12	\$48,080	1.14	\$48,939	1.17	\$50,227
3	0.95	\$40,783	1.08	\$46,363	1.12	\$48,080	1.17	\$50,227	1.19	\$51,086	1.22	\$52,373
4	0.99	\$42,500	1.13	\$48,510	1.18	\$50,656	1.23	\$52,803	1.25	\$53,661	1.27	\$54,520
5	1.04	\$44,646	1.18	\$50,656	1.24	\$53,232	1.29	\$55,378	1.30	\$55,808	1.32	\$56,666
6			1.24	\$53,232	1.30	\$55,808	1.35	\$57,954	1.36	\$58,383	1.38	\$59,242
7			1.30	\$55,808	1.36	\$58,383	1.41	\$60,530	1.42	\$60,959	1.44	\$61,818
8			1.36	\$58,383	1.42	\$60,959	1.47	\$63,106	1.49	\$63,964	1.51	\$64,823
9			1.42	\$60,959	1.48	\$63,535	1.54	\$66,111	1.56	\$66,969	1.58	\$67,828
10			1.48	\$63,535	1.54	\$66,111	1.61	\$69,116	1.63	\$69,974	1.65	\$70,833
11			1.54	\$66,111	1.61	\$69,116	1.68	\$72,121	1.70	\$72,979	1.72	\$73,838
12			1.60	\$68,686	1.68	\$72,121	1.75	\$75,126	1.77	\$75,984	1.79	\$76,843
13			1.67	\$71,691	1.75	\$75,126	1.82	\$78,131	1.84	\$78,989	1.86	\$79,848
L/17			1.79	\$76,843	1.88	\$80,707	1.96	\$84,141	1.98	\$84,999	2.00	\$85,858

**APPENDIX B**

**MIAMI VALLEY CAREER TECHNOLOGY CENTER  
STEP II GRIEVANCE (FORM 1) - CERTIFIED**

DATE SUBMITTED: \_\_\_\_\_

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

BUILDING: \_\_\_\_\_

BUILDING DIRECTOR: \_\_\_\_\_

Briefly state the problem, indicating the date grievance occurred and provisions of contract allegedly violated:

Remedy Sought: \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Did you discuss this problem with your Supervisor prior to filing this grievance? \_\_\_\_ If so, please give date \_\_\_\_\_ and name of person you discussed it with \_\_\_\_\_

\*\*\*\*\*

STEP II RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

STEP III (FORM 2)

NAME: \_\_\_\_\_ DATE \_\_\_\_\_

The disposition of this grievance at Step II has not been satisfactory. I find it necessary to appeal this grievance to Step III for the following reasons:

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

\*\*\*\*\*

STEP III RESPONSE:

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**MIAMI VALLEY CAREER TECHNOLOGY CENTER**  
**APPENDIX C**  
**TEACHER APPRAISAL REPORT**

Instructor:  Date of Conference:		Acceptable	Needs Improvement	Not Acceptable	Bldg. Dir. Concerns	Rater's Comments
--	--	------------	-------------------	----------------	---------------------	------------------

I INSTRUCTOR

A. Demonstrates knowledge of subject matter				
B. Demonstrates effective planning and follow through				
C. Uses a variety of effective teaching strategies				
D. Is able to make subject interesting and appealing to student				
E. Communicates effectively with students (written & verbal)				
F. Provides for individual needs of students				
G. Is fair in dealing with students				
H. Seeks to improve student work habits				
I. Uses appropriate evaluative activities				
J. Provides student with specific evaluation feed back				
K. Shows evidence of utilizing instructional tools available				
L. Shows a genuine interest in teaching				
M. Shows respect for students as individuals				
N. Is receptive to innovative educational concepts				

II CLASS MANAGEMENT

A. Establishes and maintains discipline in the educational setting				
B. Is fair in dealing with students				
C. Shows evidence of personal organization				
D. Reflects competence in the use and care of the learning environment				
E. Shows evidence of concern for safety				
F. Provides modeling to modify attitudes and behaviors				

III INTERPERSONAL RELATIONS

A. Demonstrates positive relationship with students				
B. Strives for a positive relationship with staff, parents, and community				
C. Shares ideas and is open to suggestions from students and staff				
D. Maintains proper teacher-student relationship				

IV PROFESSIONAL RESPONSIBILITY

A. Maintains complete inventory control				
B. Demonstrates a sense of responsibility				
C. Supports the district's regulations and policies				
D. Represents district in a professional manner				
E. Takes advantage of professional growth opportunities				
F. Is involved with school and advisory committees and student activities (FFA, BPA, VICA, HERO, DECA)				
G. Follows proper channels with items of concern				
H. Uses discretion in discussion of school and staff				
I. Actively develops placement opportunities				
J. Handles school routine promptly and renders accurate reports				
K. Performs out of class supervision assignments promptly and efficiently				
L. Strives for excellence in attendance				

Instructor Comments

Instructor's Signature\* \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Bldg. Director's Signature \_\_\_\_\_

\*Instructor's signature does not necessarily indicate agreement

**MIAMI VALLEY CAREER TECHNOLOGY CENTER  
APPENDIX C  
CERTIFIED SUPPORT STAFF APPRAISAL REPORT**

Employee:  Date of Conference:	Acceptable	Needs Improvement	Not Acceptable	Bldg. Dir. Concerns	Rater's Comments
--------------------------------------	------------	-------------------	----------------	---------------------	------------------

**I Responsibility Management**

A. Demonstrates knowledge in completing assigned tasks				
B. Demonstrates effective planning and follow through				
C. Uses a variety of strategies to solve problems				
D. Communicates effectively with students and associates (written & verbal)				
E. Provides for individual needs of students and staff				
F. Is fair in dealing with students and staff				
G. Seeks to improve educational environment				
H. Uses appropriate self assessment tools				
I. Shows evidence of utilizing available resources				
J. Shows a genuine interest in the education profession				
K. Shows respect for students and staff as individuals				
L. Is receptive to innovative educational concepts				
M. Handles job responsibility in a timely manner				
N. Shows evidence of personal organization				
O. Reflects competence in the use and care of the learning environment				
P. Shows evidence of concern for safety				
Q. Provides modeling to modify attitudes and behaviors				

**II INTERPERSONAL RELATIONS**

A. Demonstrates positive relationship with students and staff				
B. Strives for a positive relationship with staff, families, and community				
C. Shares ideas and is open to suggestions from students and staff				
D. Maintains professional conduct				

**III PROFESSIONAL RESPONSIBILITY**

A. Maintains complete inventory control				
B. Demonstrates a sense of responsibility				
C. Supports the district's regulations and policies				
D. Represents district in a professional manner				
E. Takes advantage of professional growth opportunities				
F. Is involved with school, business, community and/or student activities				
G. Follows proper channels with items of concern				
H. Uses discretion in discussion of school and staff				
I. Actively promotes MVCTC				
J. Handles school routine promptly and renders accurate reports				
K. Performs out of class supervision assignments promptly and efficiently				
L. Strives for excellence in attendance				

Employee Comments

Employee's Signature \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Bldg. Director's Signature \_\_\_\_\_

\*Employee's signature does not necessarily indicate agreement.

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number 1215-0003  
Expires 7/28/2015

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections, 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request, 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form, 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can, terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?  No  Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition?  No  Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
 No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?  No  Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
 No  Yes. If so, explain:

\_\_\_\_\_

\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX E**

**Miami Valley Career Technology Center  
Requesting Donation of Sick Leave Form**

I, \_\_\_\_\_, am requesting \_\_\_\_\_ days of donated sick leave to begin on \_\_\_\_\_.

Donation of sick leave will be in accordance with O.R.C. 3319.141 and Article X of the Miami Valley Career Technology Center Master Agreement.

The purpose of the sick leave fund is to give additional days of sick leave to employees who experience catastrophic and/or life threatening illness. If the employee has exhausted all of their sick, personal and vacation leave, the employee may receive a donation of sick leave days.

Catastrophic and/or life threatening illness will be determined by the attending physician.

The Personnel Director in collaboration with the Employee Association President will be responsible for the management and record keeping of the sick leave fund. The decision of the Personnel Director and Employee Association President shall be final and binding and shall not be subject to the grievance procedure.

An employee may request a donation of sick leave days after they have been out for a minimum of twenty consecutive days for a catastrophic and/or life threatening illness. All requests will be made to the personnel director.

Each employee may donate one day of their sick leave per fiscal year. If more days are donated than requested, a lottery system will be used to determine which employee's donated days will be accepted and converted to sick leave for the requestor. Four donated sick leave days will convert to one day of sick leave donated to the employee.

An employee may only receive twenty donated sick leave days per fiscal year.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPENDIX F**

**Miami Valley Career Technology Center  
Donation of Sick Leave Form**

\_\_\_\_\_ is requesting sick leave donations. If you wish to donate according the guidelines listed, please fill out this form and return it to the personnel director by \_\_\_\_\_.

Guidelines for Donating Days to the Sick Leave Fund

1. Employees are limited to donating one day per fiscal year.
2. Once an employee has donated a day it cannot be withdrawn.
3. Days cannot be donated for the purpose of increasing an employee's severance pay.

I, \_\_\_\_\_, agree to donate one day of my accumulated sick leave to  
(Print Name)

be used by \_\_\_\_\_. I have read the guidelines for donating to the sick  
(Print name of requesting employee)

leave fund and agree to the terms of donating the day. I further understand that if more days are donated than requested, that donations will be determined by lottery.

\_\_\_\_\_  
Signature of Donating Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
(For Office Use Only)

\_\_\_\_\_ Thank you for your donation. The day you have donated will be deducted from your accumulated sick leave balance.

\_\_\_\_\_ Thank you for your donation; however, your day was not needed. You may donate at a later time.

**APPENDIX G**

**Miami Valley Career Technology Center  
Tuition Reimbursement Request Form**

**This form is to be completed prior to the first class meeting.**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

University offering course: \_\_\_\_\_

Department: \_\_\_\_\_

Number Credit Hours: \_\_\_\_\_ Type (circle one) semester quarter

Date(s) of Course: \_\_\_\_\_

Location: \_\_\_\_\_ Time: \_\_\_\_\_

COURSE OBJECTIVES \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Indicate how this college course supports your Professional Development Plan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Director of Personnel

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Rejected

Reason(s) for rejection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application for reimbursement must be made to the Director of Personnel by September 1, for course work completed between July 1 and June 30 of the previous school year. The Director of Personnel shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.

## APPENDIX H

### Miami Valley Career Technology Center Request for Payment of Tuition Reimbursement

Must be completed prior to September 1, for course work completed between July 1 and June 30 of the previous school year.

Name: \_\_\_\_\_ Department: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

University offering course: \_\_\_\_\_

Department: \_\_\_\_\_

\_\_\_\_\_ Letter Grade Received

\_\_\_\_\_ Transcript Attached

\_\_\_\_\_ Receipt documenting paid for course work

\_\_\_\_\_  
Director of Personnel Approval for Payment

\_\_\_\_\_ Rejected

Reason(s) for rejection:

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Application for reimbursement must be made to the Director of Personnel by September 1, for course work completed between July 1 and June 30 of the previous school year. The Director of Personnel shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.