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MASTER AGREEMENT

Between the

MATHEWS LOCAL BOARD OF EDUCATION

and the

MATHEWS EDUCATION ASSOCIATION

August 1, 2025, through July 31, 2028

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PREAMBLE

In accordance with the laws of the State of Ohio and policies established by the Mathews Local School District Board of Education ("Board"), the following agreement is entered into by and between the Mathews Education Association, which is affiliated with the Ohio Education Association, Northeastern Ohio Education Association, and the National Education Association (collectively, "MEA").

The purpose of this Agreement is to assure each child attending this school system the highest level of education opportunity available within the resources of the Mathews Local School District. Mutual understanding, cooperation, and communication between the Board, MEA, administration, and teachers shall contribute to both the high morale of the staff and the welfare of the children.

ARTICLE 1 RECOGNITION

This Agreement is entered into by and between the Board and MEA (collectively, the "Parties"). The provisions of this contract shall be effective August 1, 2022, through July 31, 2025.

1.1 Recognition of the Mathews Education Association

1.1.1 The Board recognizes the MEA as the exclusive collective bargaining representative of the following positions as may be employed directly by the Board: Teacher, Librarian, School Nurse, Elementary Guidance Counselor, Junior High/High School Guidance Counselor, and Speech Pathologist.

1.1.2 The following positions are exempt from the bargaining unit and representation of the MEA: Superintendent, Treasurer, Assistant Superintendent, Principal, Assistant Principal, Business Manager, R.C. 3319.02 Other Administrators, R.C. 3319.081 Nonteaching Employees, Tutors, Substitutes, Part-Time Nonteaching Employees, Seasonal Employees, and R.C. 4117.01(C)(1)-(17) Employees as may be employed directly by the Board; Ohio Department of Education Employees; Educational Service Center Employees; Independent Contractors; and all positions excluded under R.C. Chapter 4117.

1.1.3 The Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Managers, and R.C. 3319.02 Other Administrators as may be employed directly by the Board shall not teach classes except under emergency circumstances.

1.2 Recognition of the Board

The MEA recognizes the Board as the locally elected body charged with the establishment of policies and administrative guidelines for the Mathews Local School District.

1.3 Recognition of the Superintendent

The Parties recognize the Superintendent as the chief executive officer and primary advisor of the Board.

1.4 Recognition of the Treasurer

The Parties recognize the Treasurer as the chief fiscal officer and primary fiscal advisor of the Board.

1.5 Definitions

1.5.1. As used in this Agreement, "teacher" means any teacher as recognized in Article 1.1.1 of this Agreement.

1.5.2 As used in this Agreement, a "day" means a calendar day unless otherwise provided by law.

1.5.3 As used in this Agreement, a "work day" means the teacher work day as identified on the school calendar as adopted and amended by the Board.

ARTICLE 2 NEGOTIATION PROCEDURES

2.1 Purpose and Intent of the Parties

The purpose of the Parties entering into this Agreement is to set forth their agreement on wages, hours, and other terms and conditions of employment so as to promote orderly and peaceful relation with teachers, to achieve the highest level of teacher performance, and to establish a procedure for negotiations.

2.2 Scope of Agreement

2.2.1 All matters pertaining to wages, hours, and other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining between the Parties.

2.2.2 The Board shall not adopt policies which conflict with the terms and conditions of the contract between the Parties.

2.3 Procedures for Conducting Negotiations

2.3.1 Submission of Issues

2.3.1.1 Negotiations shall begin no sooner than January 10 and no later than February 15 unless otherwise agreed to by the Parties. The period of negotiation shall continue for no longer than ninety (90) days unless otherwise agreed to by the Parties.

2.3.1.2 Items proposed for negotiations shall be submitted in writing by both Parties at the first meeting. Items that have not been presented in writing at the first negotiations session may be negotiated only upon mutual consent of the Parties.

2.3.2 Exchange of Information

There shall be free exchange between the Parties, upon reasonable request, of all available information pertinent to the issues under negotiation.

2.3.3 Consultants

The Parties may call upon professional and lay consultants to assist in all negotiations and such consultants shall have the right to serve as spokesperson in negotiations.

2.3.4 Negotiating Team

The Parties shall be represented at all negotiating meetings by a team of negotiators selected by the respective Parties, not to exceed six (6) members each, including any consultant(s) unless otherwise agreed to by the Parties. All negotiations shall be conducted exclusively between said teams.

2.3.5 Negotiating Meetings

The negotiation teams shall meet for the purpose of affecting a free exchange of facts, opinions, proposals, and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters within the scope submitted for negotiations. The Parties are obligated to deal

openly and fairly with each other on all matters to conduct such negotiations in good faith. Each party is responsible for keeping their own notes.

2.3.6 Progress Reports

Periodic progress reports may be issued during negotiations to the MEA membership and the Board. No news releases shall be issued without prior approval of the Parties.

2.3.7 Caucus

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period to caucus.

2.3.8 Pressure or Reprisal

Activities by teachers in regard to the MEA or for reason of membership on the negotiating team shall be free from any interference, influence, or pressure by the Board or its representatives and shall be conducted so that they do not interrupt normal operation of schools unless such interruption is approved by the Board or Superintendent.

2.3.9 Agreement

If agreement is reached on all matters being negotiated, the tentative agreement shall be submitted to the membership of the MEA for ratification within fourteen (14) days. Upon ratification by the MEA, the tentative agreement shall be presented to the Board for vote at the next regular Board meeting. If adopted, the resulting agreement shall be signed and shall be binding on the Parties. The terms of this Agreement shall control contradictory individual contract terms.

2.3.10 Disagreement

2.3.10.1 In the event the Parties are unable to reach agreement within sixty (60) days from the first bargaining session, either party may declare the unresolved issues to be at impasse and shall request the Federal Mediation and Conciliation Service (“FMCS”) to appoint a Federal Mediator to mediate the dispute. Said mediation shall be conducted in accordance with the rules, regulations, and procedure of the FMCS for a period of not less than twenty (20) days, which period of time may be extended only by mutual agreement of the Parties.

2.3.10.2 This is the mutually agreed alternative dispute settlement procedure provided for in R.C. 4117.14 and specifically supersedes any and all other alternative dispute procedures set forth in R.C. Chapter 4117.

2.3.11 Right to Strike

After expiration of this Agreement and the procedure outlined in this Article and subject to the provisions of Article 5, teachers retain their rights pursuant to R.C. 4117.14(D)(2).

2.4 Procedure for Negotiations during the Term of the Agreement

2.4.1 Any negotiations required during this Agreement shall be controlled by this Article.

2.4.2 Either party may request bargaining as allowed by Article 7.3 by written request to the MEA President or Superintendent.

2.4.3 The Parties shall meet within thirty (30) days in teams not to exceed six (6) persons, including any consultants, in an attempt to reach agreement unless otherwise agreed to by the Parties.

2.4.4 If no agreement is reached, the Parties may request mediation pursuant to Article 2.3.10.1.

ARTICLE 3 MEA RIGHTS

3.1 The MEA shall have the following rights:

3.1.1 The right to use teacher mailboxes and inter-school mail for communication purposes.

3.1.2 Upon giving reasonable prior notice, the right to use school facilities for meetings at reasonable times after school hours on school days provided that such use does not conflict and/or interfere with other scheduled activities in the building. When custodial, security, and other service are required by applicable policies, guidelines, laws, and collective bargaining agreements, the Board shall make the standard charges as set forth in applicable policies, guidelines, laws, and collective bargaining agreements.

3.1.3 The right to use a section of bulletin boards in teacher lounges normally used for posting notices to teachers for the posting of MEA materials and information pertinent to the instructional process.

3.1.4 The MEA shall be provided thirty (30) uninterrupted minutes of time to communicate with teachers on the opening day of teacher in-service.

3.1.5 The Board shall provide a list of names and school email addresses of the newly hired teachers to the MEA President for the purpose of an unpaid MEA orientation, which shall be held on a non-work day prior to the first day of class. Orientation shall include, but is not limited to, a tour of the building and review of this Agreement.

3.1.5.1 Any teacher hired after the start of the school year shall be provided an unpaid in-person orientation by the MEA President after the school day and within fourteen (14) calendar days after providing the MEA President with the teacher's name and school email address.

3.2 MEA Representative for Employee Representation

Upon request of the Superintendent or designee, either the MEA President or MEA Building Representative may be released from the MEA President/Building Representative's assignment for the purpose of MEA representation under this Agreement.

3.3 President/Representative Leave

3.3.1 Either the MEA President or one (1) MEA Representative shall, with prior notification to the Superintendent at least three (3) work days in advance, may be granted maximum of eight (8) days leave with pay per school year to conduct the business of the MEA, excluding collective bargaining. For the first two (2) work days, the substitute for the MEA President/MEA Representative shall be paid by the Board. After the first two (2) work days, the substitute for the MEA President/MEA Representative shall be paid equally by the Board and MEA.

3.3.2 The Board shall not be held responsible for meals, lodging, or mileage, or any other costs incurred by the MEA President/MEA Representative.

3.4 Delegates to OEA

3.4.1 The two (2) official OEA delegates of the MEA, with notification to the Superintendent at least three (3) days in advance, shall be granted two (2) days of paid leave per school year (i.e., July 1 to June 30) to conduct the business of the MEA, excluding collective bargaining.

3.4.2 The Board shall not be held responsible for meals, lodging, mileage, and/or any other costs incurred by two (2) official OEA delegates of the MEA.

3.5 MEA Bargaining Rights

Unless legally required, these rights shall not be granted to any other labor organization competing with the MEA for the representative of the teachers.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The following indicate the type of matters and rights which belong to, and are inherent to, the Board:

4.1.1 Hire, discharge, transfer, suspend, and discipline personnel.

4.1.2 Determine the number of employees required to be employed, laid off, and discharged.

4.1.3 Determine the qualifications of teachers covered by this Agreement.

4.1.4 Determine the starting and quitting time to be worked by its teachers.

4.1.5 Make any and all rules and regulations.

4.1.6 Determine the work assignments of its teachers.

4.1.7 Determine the basis for selection, retention, and promotion of teachers.

4.1.8 Determine the type of equipment used and the sequence of work processes.

4.1.9 Determine the making of technological alterations.

4.1.10 Determine work standards and the quality and quantity of work to be produced.

4.1.11 Select and locate buildings and other facilities.

4.1.12 Establish, expand, transfer, and/or consolidate work processes and facilities.

4.1.13 Consolidate, merge, and/or otherwise transfer any or all of its facilities, property, process, and/or work with or to any other entity and/or change in

any respect the legal status, management, and/or responsibility of such property, facilities, processes, and/or work.

4.1.14 While the Board may subcontract non-bargaining and bargaining unit work, the Board shall not displace any current teacher as a result of subcontracting bargaining unit work without the prior written approval of the MEA.

4.1.15 Make all grade level, period, and building assignments;

4.1.16 Exercise its authority to establish policy in all matters relative to the conduct of the school system within its jurisdiction, and that the Superintendent and the Superintendent's staff have the responsibility of carrying out such policy.

4.1.17 Nothing in this Agreement shall impair the management rights set forth in R.C. 4117.08(C) and applicable laws.

4.2 Except as specifically limited by this Agreement, the Board, on its own behalf and on the behalf of the electors of the Mathews Local School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and/or the United States and shall not be subject to the grievance procedure herein contained.

ARTICLE 5 NO STRIKE CLAUSE

5.1 The MEA, its agents, and/or teachers shall not engage, and/or assist in and/or sanction and/or approve any strike, slow down, withholding of services, and/or any other concerted activity/effort which interferes with, impedes, and/or impairs the normal operation of the schools for the duration of this Agreement.

5.2 If the MEA, its agent(s), and/or teacher(s) engages, and/or assists in and/or sanctions and/or approves any strike, slow down, withholding of services, and/or any other concerted activity/effort which interferes with, impedes, and/or impairs the normal operation of the schools for the duration of this Agreement; the Board shall constitute good and just cause for discipline up to including termination. In the event of violation of this Article, the Board shall also have the right to any other remedies available under the law including, but not limited to, seeking injunctive relief and damages against the MEA, its agents, and/or teachers in their respective individual and official capacities.

ARTICLE 6 SAVINGS CLAUSE

6.1 If any provision and/or application of this Agreement is rendered and/or declared invalid, unlawful, and/or not enforceable by any court action and/or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, and/or enforced but all remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Either party may request negotiations about the effects of any provision being rendered and/or declared invalid, unlawful and/or not enforceable to the extent permitted by law.

ARTICLE 7 EFFECTS AND DISTRIBUTION

7.1 This Agreement specifically supersedes and cancels all previous agreements, whether verbal and/or written and/or based on alleged past practices, and represents the full and complete commitments between the Parties.

7.2 The Parties acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

7.3 Therefore, for the life of this Agreement, the Parties each agrees that the other shall not be obligated to negotiate collectively with respect to any subject and/or matter referred to or covered in this Agreement and/or with respect to any subject and/or matter not specifically referred to and/or covered in this Agreement even though such subjects and/or matters may not have been within the knowledge and/or contemplation of either or both of the Parties at the time they negotiated and signed this Agreement. Either party may request negotiations about the effects of any provision being rendered and/or declared invalid, unlawful and/or not enforceable to the extent permitted by law.

7.4 After this Agreement is ratified, copies shall be printed by the MEA and distributed to all teachers. Teachers hired thereafter shall also receive a copy. Any subsequent revisions and/or amendments shall also be printed and distributed to all teachers. The expense of such printing(s) shall be paid for by the MEA. The Board shall access copies electronically.

ARTICLE 8 AGENCY SHOP

8.1 The Parties shall fully comply with the ruling in the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. ___ (June 27, 2018) and applicable laws.

8.2 The MEA is solely responsible for advising teachers of their legal rights and responsibilities arising out of the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. ___ (June 27, 2018) and applicable laws.

8.3 The Board shall have absolutely no involvement in whether a teacher becomes and/or remains a member of the MEA.

8.4 The Board shall provide a list of potential payroll deductions including, but not limited to, MEA dues deductions. Should a teacher request that MEA dues shall be deducted from that teacher's payroll, the Board shall make such payroll deductions. Should a teacher request that MEA dues shall not be deducted from that teacher's payroll, the Board shall not make such payroll deductions and cease making such payroll deductions in the event such payroll deductions were previously made by the Board on behalf of the teacher.

8.5 The MEA hereby verifies to the Board that all teachers having MEA dues deducted from their payroll are doing so knowingly and intentionally.

8.6 The MEA shall fully, strictly, and without reservation defend the Board, as well as its officers, officials, agents, employees, servants, and volunteers, in any action – whether in law or equity – arising from MEA membership and dues.

8.7 The MEA shall fully, strictly, and without reservation indemnify and hold harmless the Board, as well as its officers, officials, agents, employees, servants, and volunteers, in the amount of any judgment, finding, and/or order that is obtained against the Board, as well as its officers, officials, agents, employees, servants, and volunteers, in any action – whether in law or equity – arising from MEA membership and dues.

ARTICLE 9 ABSENCES AND LEAVES

9.1 <u>Sick Leave</u>

9.1.1 Sick leave shall be earned and accrued in accordance with the applicable provisions of R.C. 124.38 and R.C. 3319.141 up to a maximum of fifteen (15) earned sick days per year. Accumulation of sick leave shall be limited as follows, based on years employed by the Board:

9.1.1.1 As of August 31, 2011, a teacher with thirty (30) or more years as a Board employee, may accumulate unlimited sick leave.

9.1.1.2 As of August 31, 2011, a teacher with less than thirty (30) years as a Board employee, may accumulate a maximum three hundred sixty six (366) days

9.1.1.3 If a teacher has less than thirty (30) years and has more than three hundred sixty six (366) accumulated sick days as of August 31, 2011, sick days shall be grandfathered with no additional accumulation unless the balance drops below three hundred sixty six (366) days.

9.1.1.4 If any teacher should drop below the three hundred sixty six (366) days sick leave cap, sick days shall be added up to three hundred sixty six (366) days.

9.1.2 The Superintendent may require that a teacher provide the name and address of the teacher's physician, if treated, together with an authorization allowing a licensed medical professional to communicate the teacher's fitness for duty and/or ability to work. If the Superintendent requires that a teacher provide the name and address of the teacher's physician, if treated, together with an authorization allowing a licensed medical professional to communicate the teacher's fitness for duty and/or ability to work, the teachers shall provide the Superintendent with the appropriate waiver and/or release for such communication to take place.

9.1.3 Sick leave days in excess of five (5) continuous days shall be paid only upon the submission of an excuse from a licensed medical professional to support the extended absence within ten (10) working days upon the return to work.

9.1.4 Sick leave may be used for absence due to personal 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.

9.1.5 Sick leave shall run concurrently with qualifying leave under the Family and Medical Leave Act of 1993.

9.1.6 **No Moonlighting:** A teacher on any leave of absence may not accept and/or engage in employment with any other employer including, but not limited to, the Board.

9.1.7 When a teacher returns to work after using sick leave, the teacher shall be placed in a position for which the teacher is qualified.

9.1.8 Falsification of sick leave or any communication from a licensed medical professional is ground for termination under R.C. 3319.16.

9.2 Assault Leave

9.2.1 Pursuant to R.C. 3319.143, a teacher who is absent due to physical disability resulting from an assault which occurs (1) in the course of employment with the Board, (2) while on the Board premises, and (3) at a Board approved/sponsored activity/event shall be maintained on full pay assault leave status during the period of such assault leave absence up to a maximum of ninety (90) working days.

9.2.2 Assault leave shall not accrue.

9.2.3 A teacher taking assault leave shall furnish a signed statement on forms prescribed by the Board to justify the use of assault leave.

9.2.4 If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

9.2.5 Assault leave granted under this Article shall not be charged against sick leave earned or earnable under this Agreement.

9.2.6 **No Moonlighting:** A teacher on any leave of absence may not accept and/or engage in employment with any other employer including, but not limited to, the Board.

9.2.7 When a teacher returns to work after using assault leave, the teacher shall be placed in a position for which the teacher is qualified.

9.2.8 Falsification of assault leave or any communication from a licensed medical professional is ground for termination under R.C. 3319.16.

9.3 Personal Leave

9.3.1 Teachers shall be entitled to use five (5) personal leave days per year and any of these days not used during a school year shall be accumulated with the teacher's sick leave accumulation.

9.3.2 Forms for personal leave must be filled out to receive salary payment. These forms are available electronically on the district Kiosk.

9.3.2.1 A request for a personal leave must be filled out by the teacher electronically on the district Kiosk at least three (3) workdays in advance. Exceptions to this rule may be made in emergency/extraordinary situations upon the sole discretion of the Superintendent and the decision of the Superintendent shall never be grieved or arbitrated in any manner as the decision of the Superintendent is final.

9.3.2.2 Personal leave days may not exceed three (3) consecutive, nor be used the day before, or the day after, a legal holiday or vacation period. Exceptions to this rule may be made in emergency/extraordinary situations upon the sole discretion of the Superintendent and the decision of the Superintendent shall never be grieved or arbitrated in any manner as the decision of the Superintendent is final.

9.3.2.3 Personal leave days may not be used during the first or last week of school or on a conference day. Exceptions to this rule may be made in emergency/extraordinary situations upon the sole discretion of the Superintendent and the decision of the Superintendent shall never be grieved or arbitrated in any manner as the decision of the Superintendent is final.

9.4 Leaves of Absence for Professional Growth

9.4.1 Pursuant to R.C. 3319.131, the Board may consider requests for professional growth leave. The decision as to whether to grant such leave rests solely with the Board.

9.4.2 **No Moonlighting:** A teacher on any leave of absence may not accept and/or engage in employment with any other employer including, but not limited to, the Board.

9.4.3 When a teacher returns to work after using professional growth leave, the teacher shall be placed in a position for which the teacher is qualified.

9.5 Extended Leave of Absence/Dependent Care

9.5.1 Pursuant to R.C. 3319.13, the Board may consider request for extended leave. The decision as to whether to grant such leave rests solely with the Board.

9.5.2 **No Moonlighting:** A teacher on any leave of absence may not accept and/or engage in employment with any other employer including, but not limited to, the Board.

9.5.3 When a teacher returns to work after using extended leave, the teacher shall be placed in a position for which the teacher is qualified.

9.6 Severance Pay

9.6.1 Teachers shall be entitled to severance pay as set forth in R.C. 124.39(B) and R.C. 124.39(C). In other words, if a teacher qualifies and accepts retirement benefits under the State Teachers Retirement System of Ohio ("STRS")/School Employees Retirement System of Ohio ("SERS") while employed by the Board, the teacher shall qualify for a one-time severance payment based on the teacher's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the teacher at the time payment is made.

9.6.1.1 For a teacher with continuous employment with the Board of at least twenty (20) years, the teacher shall receive a one-time severance payment the total of which shall not exceed the aggregate value of twenty-five percent (25%) of no more than three hundred sixty-six (366) accrued but unused sick days – i.e., ninety-one and one half (91.5) days of accrued but unused sick leave.

9.6.1.2 For a teacher with continuous employment with the Board of at least eleven (11) years but less than twenty (20) years, the teacher shall receive a one-time severance payment the total of which shall not exceed the aggregate value of twenty-five percent (25%) of no more than two hundred (200) accrued but unused sick days – i.e., fifty (50) days of accrued but unused sick leave.

9.6.1.3 For a teacher with continuous employment with the Board of ten (10) years and less, the teacher shall receive a one-time severance payment the total of which shall not exceed the aggregate value of twenty-five percent (25%) of no more than one hundred twenty (120) accrued but unused sick days – i.e., thirty (30) days of accrued but unused sick leave.

9.7 Professional Leave

9.7.1 Teachers may request professional leave and may have such leave granted as specified below:

9.7.1.1 Leave request must be submitted, in writing, to the Superintendent; and

9.7.1.2 Leave request must be submitted at least three (3) work days in advance.

9.7.2 If a teacher requests or is requested by either the Board or Superintendent to attend a professional conference or workshop, the following procedure shall be followed:

9.7.2.1 The teacher shall receive release time without loss of pay.

9.7.2.2 Conference or workshop fees shall be paid for by the Board.

9.7.2.3 Mileage shall be reimbursed at the current IRS rate, from the teacher's homebuilding to the conference/workshop site.

9.7.2.4 Upon submission and Superintendent approval of the appropriate form, expenses for meals and lodging shall be paid for by the Board.

9.7.3 Upon thirty (30) days advance written notice to the Superintendent, teachers elected to a county, state, or national organization office related to education shall be permitted to attend conferences or conventions of which they are elected officials or delegates without loss of salary. No more than two (2) teachers may be absent at the same time for this leave and if more than two (2) teachers request leave under this section for the same date, the teachers with the greater seniority shall be granted the leave. An employee on professional leave shall reimburse to the Board any salary benefits received from the organization up to the teacher's daily rate.

9.7.4 No Moonlighting: A teacher on any leave of absence may not accept and/or engage in employment with any other employer including, but not limited to, the Board.

9.8 Sick Leave Bank

9.8.1 Establishment

9.8.1.1 The Sick Leave Bank shall be operated on a voluntary basis. Each teacher may contribute one (1) day of the teacher's accumulated sick leave days to the Sick Leave Bank during the enrollment period. The enrollment period shall be from the first

day of in-service through September 15 of each school year. New teachers hired after the school year has commenced shall have four (4) weeks to enroll. The donated day is not returnable.

9.8.1.2 When the teacher reaches a maximum of fifteen (15) donated days, the teacher shall be eligible to access the sick leave bank for the duration of employment with the Mathews Local School District provided that the teacher meets sick leave bank eligibility requirements.

9.8.2 Sick Leave Bank Committee

A committee shall be formed to administer the Sick Leave Bank and to provide the information whereby the business office of the Mathews Local School District shall keep the records. This committee shall be empowered to operate the sick bank and to make decisions regarding application to use the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee shall be titled the "Mathews Sick Leave Bank Committee" (“MSBC”). The MSBC shall be composed of the following five (5) persons:

9.8.2.1 Superintendent or designee;

9.8.2.2 The MEA President or designee;

9.8.2.3 The Board Treasurer or designee; and

9.8.2.4 Two (2) teachers. These two (2) teachers are to be appointed by the MEA President. Effort should be made with these appointments to provide one (1) teacher each from the elementary and junior/senior high school levels.

9.8.3 Should a vacancy occur on the MSBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

9.8.3.1 The MSBC shall meet upon receipt of an application for Sick Leave Bank use to determine teacher eligibility.

9.8.3.2 Eligibility shall be based upon the following procedures:

9.8.3.2.1 Use of days from the Sick Leave Bank shall be limited to teachers who have contributed to the bank or have met the maximum of fifteen (15) days.

9.8.3.2.2 Sick Leave Bank use shall be limited to a serious illness or injury of the teacher, spouse, or dependent children (a doctor's statement is required with the application to be considered);

9.8.3.2.3 Use of the Sick Leave Bank shall be considered only after the individual has used all of the teacher's accumulated sick leave days and any possible sick leave advances; and

9.8.3.2.4 The maximum number of days that a teacher may use is twenty percent (20%) of the total days at the end of the enrollment period up to a maximum of fifteen (15) days per person. Additional days may be advanced at the discretion of the MSBC.

9.9 Family and Medical Leave Act of 1993

9.9.1 An eligible teacher is entitled to use Family and Medical Leave Act of 1993 ("FMLA") to the extent permitted by law. The FMLA entitles eligible teachers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the teacher had not taken leave. Eligible teachers are entitled to:

9.9.1.1 Twelve (12) workweeks of leave in a twelve (12) month period for:

9.9.1.1.1 The birth of a child and to care for the newborn child within one (1) year of birth;

9.9.1.1.2 The placement with the teacher of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;

9.9.1.1.3 To care for the teacher's spouse, child, or parent who has a serious health condition;

9.9.1.1.4 A serious health condition that makes the teacher unable to perform the essential functions of his or her job; or

9.9.1.1.5 Any qualifying exigency arising out of the fact that the teacher's spouse, son, daughter, or parent is a covered military member on "covered active duty."

9.9.1.2 Twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness if the eligible teacher is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

9.9.2 The twelve (12) month period for FMLA use is a rolling twelve (12) month period measured backward from the date the teacher intends to begin to use FMLA leave (to determine eligibility) and forward from such initiation of FMLA leave for setting the period during which the eligible teacher may utilize the full amount of the FMLA leave. Once the teacher has been determined eligible for an initial leave, subsequent uses of FMLA leave, up to the applicable maximum, can be used for qualifying reasons during that immediate twelve (12) month period but unused FMLA may not be "carried over" to subsequent twelve (12) month periods.

9.9.3 FMLA leave shall run concurrently with qualifying paid and unpaid leaves under this Agreement.

9.9.4 **No Moonlighting:** A teacher on FMLA may not accept and/or engage in employment with any other employer including, but not limited to, the Board.

9.9.5 When a teacher returns to work after using FMLA leave, the teacher shall be placed in a position for which the teacher is qualified.

9.9.6 Falsification of FMLA leave or any communication from a licensed medical professional is ground for termination under R.C. 3319.16.

ARTICLE 10 WORKING CONDITIONS

10.1 School Year

The school year shall consist of one hundred and seventy-five (175) teacher work days to be scheduled as follows:

10.1.1 One hundred and seventy (170) instructional days and five (5) days for teacher preparation, professional development and parent teacher conferences.

10.1.2 One (1) day for orientation, in-service training, and classroom preparation shall be held prior to the first day of instruction as determined at the sole discretion of the Superintendent or designee.

10.1.3 One-half (0.5) day for records and reports after the last day of instruction.

10.1.4 The Mathews Local School District shall be open for instruction for at least the minimum number of hours required by law. For example, the hours for the 2022-2023 school year are as follows:

10.1.4.1 Nine hundred ten (910) hours for students in full-day kindergarten through Grade 6, and

10.1.4.2 One thousand one (1,001) hours for Grades 7-12.

10.1.5 Excess hours over the state instructional minimum missed due to calamity in a school year shall not be made-up in that school year.

10.1.6 If the minimum number of instructional hours are not met due to calamity, they shall be made-up by the district.

10.1.7 After students are sent home due to calamity, teachers are not required to remain on duty.

10.2 School Day

10.2.1 With the sole exception of the outside school day professional development set forth in Article 10.3 of this Agreement, the length of the school workday shall not exceed seven (7) hours and fifteen (15) minutes, inclusive of a minimum of a thirty (30) minute duty-free, uninterrupted lunch with three (3) minutes on each end of the lunch for purpose of changing classes.

10.2.2 With the sole exception of the outside school day professional development set forth in Article 10.3 of this Agreement~~,~~ the Superintendent or designee may schedule one (1) staff meeting per month (September through May) of no longer than thirty (30) minutes for each. Such meetings shall commence within three (3) minutes after student dismissal and may exceed Article 10.2.1.

10.3 Targeted Professional Development

10.3.1 Upon the sole discretion and direction of the Superintendent or designee, each teacher may be assigned professional development without limitation during the school year and school day as defined in Articles 10.1 and 10.2 of this Agreement including, but not limited to, state/district/building/department-wide improvement processes and plans, academic coaches, administrative coaches, district/building/department leadership teams, conferences, seminars, and school visits. The decision of the Superintendent is final.

10.3.2 Upon the sole discretion and direction of the Superintendent or designee, each teacher may be assigned professional development outside the school day as defined in Article 10.2 of this Agreement including, but not limited to, state/district/building/department-wide improvement processes and plans, academic coaches, administrative coaches, district/building/department leadership teams, conferences, seminars, and school visits subject to the following limitations unless either the teacher and applicable administrator(s) or MEA President agree otherwise:

10.3.2.1 Before assigning outside school day professional development pursuant to this Agreement, the Superintendent or designee shall consult with the teacher and applicable administrator(s) and MEA President for input as to content and scheduling. The decision of the Superintendent is final.

10.3.2.2 Outside school day professional development shall not exceed four (4) sessions per month. In lieu of holding the third and/or fourth monthly session(s), teacher and applicable administrator(s) or MEA President may request that the Superintendent or designee consider scheduling the total hours allocated to the third and/or fourth session(s) during non-instructional times including, but not limited to, planning/conference time. The time that would have been allocated during the third and/or fourth session(s) shall be allocated throughout the noninstructional times as mutually agreed upon.

10.4 Parent/Teacher Conferences

10.4.1 Parent/Teacher Conferences shall be held twice a year throughout the district with the dates established as part of the school calendar. The fall

conferences shall be held on the Thursday of the week before Thanksgiving for a period of six (6) hours for grades K-5 and the Thursday before NEOEA Day for a period of 6 hours for grades 6-12 with school not scheduled for the Wednesday before Thanksgiving. The spring conferences shall be held on the Thursday of the week before the scheduled four-day weekend in February for a period of 6 hours for K-12 with school not scheduled for the Friday before Presidents' Day. Students shall be given an early dismissal on both conference nights. To the extent a parent is unable to attend during the available conference times, the teacher shall cooperate in scheduling a conference with the parent during the teacher's work day.

10.4.2 Should any Parent/Teacher conference day be cancelled by a calamity, the Superintendent shall immediately reschedule it, providing at least ten (10) days' notice.

10.5 Traveling Teachers

Teachers who are assigned to more than one (1) building shall be provided adequate travel time in addition to the contractual planning time and lunch time.

10.6 Home Base

Each teacher shall be provided with a desk, filing cabinet, and some area where the teacher may store the teacher's materials safely in each building assignment. Home base is defined as the building assignment at the start of the workday.

10.7 Health and Safety Conditions

10.7.1 The Board shall take all prudent steps to ensure that a healthful and safe working environment is provided in all buildings. To this end, the Board shall authorize regular and thorough inspections of water, heating, plumbing, and electrical systems.

10.7.2 If there are malfunctions of the heating, plumbing, electrical systems, or damage to the building that creates a clear and present danger that cannot be remedied by utilizing the existing facilities; then the Superintendent or designee shall take the appropriate steps to send students home and dismiss teachers as appropriate.

10.7.3 When working conditions in any building are deemed to be unhealthful or unsafe by the Superintendent or designee, the Superintendent or designee shall take steps to have students and teachers transferred to another building or sent home as appropriate.

10.8 Responsibilities and Duties of Teachers

10.8.1 All teachers shall have a seven (7) hours and fifteen (15) minutes workday including a minimum of a thirty (30) minute duty-free, uninterrupted lunch with three (3) minutes on each end of lunch for the purpose of changing classes.

10.8.1.1 All teachers shall have a minimum of two hundred (200) minutes of planning/conference time per week in addition to travel time.

10.8.1.2 All teachers not required to travel between buildings shall have at least two hundred (200) minutes per week of planning/conference time scheduled during the student day.

10.8.1.3 The MEA and Administration shall work together to develop a common planning time for grade level or department planning time.

10.8.2 The Superintendent shall be responsible for establishing the starting and ending time of the workday. These times shall not be changed except in an emergency. Teachers shall attend all faculty meetings called by the Superintendent, Principal, or designees during the regular school day. Appropriate notice of such meeting shall be given, if possible. Administrators must personally excuse teachers from attendance.

10.8.3 Teachers should leave classrooms only in emergency situations.

10.8.4 Teachers shall be furnished a schedule by the Principal stating the teacher’s teaching assignment.

10.8.5 Lesson plans shall be submitted to the Principal on Friday or the last workday of the week.

10.8.6 If the teacher is absent, plans are to be turned in upon the teacher's return to school.

10.8.7 Each teacher shall prepare and follow a daily schedule.

10.8.8 Teachers shall be responsible for reading all items contained in circulars, e-mails or any electronic submission initiated by the local administrators, provided working equipment and training is readily available.

10.8.9 Teachers shall keep their classes in session each day during school hours.

10.8.10 Teachers shall exercise care for all school property and equipment entrusted to them.

10.8.11 Teachers shall be responsible for the orderly deportment of their pupils and with appropriate support from administrators.

10.8.12 Teachers shall give reasonable assistance to pupils in their studies when making up work.

10.8.13 Teachers shall give careful attention to the health and comfort of the pupils under their care. Teachers shall observe the physical conditions of the room relative to heat, ventilation, lighting, and cleanliness and shall make the administration aware of any deficiencies in these areas.

10.8.14 Teachers shall keep all records and make all reports, electronic or otherwise, as directed by the Superintendent or designee, provided working equipment and training is readily available.

10.8.15 Teachers' appearance shall be professional.

10.8.16 Except in an emergency, elementary teachers shall not be required to monitor students while students are eating lunch.

10.8.17 Teachers supervising students using the Internet shall take reasonable measures to assure that students are adhering to the Acceptable Use Policy signed by the student/parents or guardians. Teachers shall not suffer disciplinary action due to violation of the Acceptable Use Policy by students when such reasonable measures have been taken.

10.9 Personnel File

10.9.1 A personnel file for each certificated/licensed employee shall be maintained in the Board Office. Each employee shall be responsible for providing the following information to be included in the teacher’s file:

10.9.1.1 Completed application form,

10.9.1.2 Copy of current teaching certificates/ licenses,

10.9.1.3 Complete current official transcripts,

10.9.1.4 Current withholding federal and state income tax forms,

10.9.1.5 Current hospitalization insurance status,

10.9.1.6 Previous official record of accumulated sick leave days,

10.9.1.7 Official record of previous years of teaching or administrative experience,

10.9.1.8 Official copy of discharge from military service where applicable, and

10.9.1.9 Credentials and other letters of recommendation.

10.9.2 All teachers shall be guaranteed the right to examine and review their personnel file upon reasonable request. At the discretion of the Superintendent, such review shall be in the presence of the Superintendent or a member of the administrative staff. Upon request, a teacher shall be provided a copy of any document contained in such file.

10.9.3 Teachers' files shall be maintained in a secure and private place and shall be available only to counsel for the Board, board members, administrators, and the teacher or teachers' designee unless access is requested under a public records request. The Board shall attempt to provide the teacher notice of the request immediately.

10.9.4 All information shall be maintained with such accuracy, relevance, timeliness, and completeness as to ensure fairness in determinations based on the use of the information. Any material found to be false or inaccurate shall be removed from the file accordance with the law.

10.9.5 Teachers shall receive a copy of any non-routine material placed in their personnel file (such as but not limited to reprimands, complaints or letters from the public), and they shall have the right to attach their response to the material. Teachers shall initial and date the teacher’s file after reviewing. No anonymously signed material shall be placed in a teacher's file unless such material is deemed to be true and/or accurate by the Superintendent or designee and correlates with evaluation(s) and/or disciplinary matter(s) that are also in the teacher’s file, or is otherwise mandated by law.

10.10 Teacher Evaluation

10.10.1 Teachers shall be evaluated in accordance with the applicable provisions of R.C. 3319.11, R.C. 3319.111, R.C. 3319.112, and R.C. 3319.113, as well as applicable board policies and administrative guidelines.

10.10.2 Non-OTES/OSCES teachers holding continuing contacts shall receive at least one (1) evaluation every third year following at least one (1) thirty (30) minute observation.

10.10.3 Non-OTES/OSCES teachers shall be evaluated with a Performance Checklist and Appraisal Report.

10.10.4 The Superintendent and MEA President shall meet at least once annually to consider teacher evaluation issues.

10.11 Nonrenewal and Terminations

10.11.1 A teacher may be non-renewed pursuant to R.C. 3319.11. Non-renewal decisions may not be grieved or arbitrated pursuant to this Agreement as R.C. 3319.11(G)(7) is the exclusive remedy for challenging nonrenewal decisions.

10.11.2 A teacher may be terminated pursuant to R.C. 3319.16. Termination decisions may not be grieved or arbitrated pursuant to this Agreement as R.C. 3319.16 is the exclusive remedy for challenging termination decisions.

10.12 PTO Participation and Open House

10.12.1 Attendance at PTO meetings is voluntary.

10.12.2 Each building faculty shall determine the date of that building's Open House from among a list of possible dates provided by the Principal. This shall be determined by the Friday of the first week of school for the applicable school year. All teachers are required to attend Open House. Teachers assigned to more than one (1) building shall be required to participate in only one (1) Open House.

10.12.3 All teachers shall work 8:00 AM to 11:30 AM on the in-service day at the end of the school year.

10.13 In-School Substitution and Compensation

10.13.1 A teacher required to substitute during the teacher's contractual planning time shall be compensated at the rate of twenty-five dollars and zero cents ($25.00) per hour or prorated for any portion thereof.

10.13.2 Teachers shall be required to submit the appropriate forms with payments made on a quarterly basis.

10.14 Vacancies, Postings, and Transfers

10.14.1 A vacancy occurs when the Board determines to fill the position of a bargaining unit member who leaves the bargaining unit member's position for any of the following reasons:

10.14.1.1 Death of a bargaining unit member,

10.14.1.2 Retirement of a bargaining unit member,

10.14.1.3 Resignation of a bargaining unit member,

10.14.1.4 Termination of a bargaining unit member's contract,

10.14.1.5 Nonrenewal of a bargaining unit member's contract,

10.14.1.6 Creation or restoration of a bargaining unit position, and/or

10.14.1.7 Extended (for a full school year) leave of absence of a bargaining unit member.

10.14.2 Position vacancies shall be posted for at least seven (7) calendar days. Bargaining unit members shall receive notification via electronic means.

10.14.3 Bargaining unit members must apply, in writing, to the Superintendent for such vacancies.

10.14.4 All bargaining unit members who apply shall be interviewed by the Superintendent or designee and shall be considered for the position(s) before the vacancies are offered to new applicants. In the event a bargaining unit member is not afforded a requested vacancy, the bargaining unit member upon request to the Superintendent, shall be provided in writing the reasons(s) for the denial. If the bargaining unit member is not satisfied with the Superintendent's response, the bargaining unit member may appeal to the Board no later than fourteen

(14) days after the receipt of the Superintendent's answer. The Board shall meet with the bargaining unit member at a scheduled board meeting, and one (1) teacher employed by the Board who is a bargaining unit member or OEA Labor Relations Consultant(s), and shall deliver to the bargaining unit member a written statement of position not later than fourteen (14) days after such conference with the Board.

10.14.5 If the voluntary applicant system does not result in all vacancies being filled, the Board shall seek to employ certificated/licensed teachers from outside the bargaining unit. Only if the search is unsuccessful may the Superintendent then involuntarily transfer the less senior teachers by grade level or subject area to fill the remaining vacancies.

10.14.6 This procedure shall not apply to any vacancy occurring between August 1 and October 4.

10.14.7 With the sole exception of Articles 10.14.1 through 10.14.5, nothing in this Agreement limits the management right of the Board and Superintendent to assign and/or transfer teachers.

10.15 Access to Telephone

Teachers shall have the right to use school phones before and after school, during lunch periods, or other times under emergency situations. Long distance calls of a personal nature (not school related) shall be logged and paid for by teacher(s).

10.16 Open Lunch

The normal workday shall include a lunch period of a minimum of thirty (30) minutes for teachers. The lunch period shall be uninterrupted and duty free, and teachers, except in emergency situations, shall be permitted to leave the building for the lunch period with advance notification to the building Principal and/or designee.

10.17 Travel Reimbursement

Teachers whose teaching assignments require travel between buildings, or whose job responsibilities require them to travel, shall be reimbursed for the year at the I.R.S. mileage rate in effect at the beginning of the school year. Mileage reports should be completed monthly.

10.18 Teacher Contracts

10.18.1 Teachers shall be awarded limited contracts on the following schedule:

10.18.1.1 First Contract: One-year limited contract;
10.18.1.2 Second Contract: One-year limited contract;
10.18.1.3 Third Contract: Two-year limited contract; and then
10.18.1.4 Fourth Contract and subsequent contracts shall be two-year limited contracts.

10.18.2 Teachers shall be awarded extended limited contracts pursuant to R.C. 3319.08, R.C. 3319.11, R.C. 3319.111, R.C. 3319.112, R.C. 3319.113, and applicable laws.

10.18.3 A teacher who is eligible for a continuing contract must declare the teacher's intent to be considered for a continuing contract on or before September 1 of the school year in which the teacher first becomes eligible for a continuing contract under R.C. 3319.08, R.C. 3319.11, R.C. 3319.111, R.C. 3319.112, R.C. 3319.113, and applicable laws. Failure to declare the teacher's intent to be considered for a continuing contract on or before September 1 of the school year in which the teacher first becomes eligible for a continuing contract shall constitute an express waiver of any right the teacher may have to a continuing contract for the next school year and shall result in the teacher being awarded a limited contract under pursuant to Article 10.18.1 of this Agreement.

10.19 Reduction In Force

10.19.1 The Board may reduce staff ("RIF") in the affected area(s) of licensure/certification and in accordance with the applicable provisions of R.C. 3319.17.

10.19.2 Teachers on the RIF list shall be offered re-employment to positions when vacancies occur for which they are certified/licensed, in the order of seniority at the time they are suspended. No new teachers shall be employed by the Board while there are teachers on the RIF list who are certified/licensed for any vacancy.

10.19.3 The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher on the RIF list to notify the Board of any change in address. If a teacher fails to accept the offer of re-employment, in writing, within fifteen (15) days, or within ten (10) days if the offer is delivered within twenty-one (21) days prior to the start of the school year from the date said offer is delivered to the last known address of the teacher, said teacher shall be considered to have rejected said offer and shall be removed from the

reduction in force list. The Board shall have no further obligation to said teacher as an employee of the Board.

10.19.4 A teacher on the reduction in force list shall, upon accepting an offer of re-employment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following the suspension.

10.19.5 Limited contract teachers shall remain on the reduction in force list for a period of thirty-six (36) months following their layoff.

10.20 Seniority

10.20.1 Seniority for this and all other provisions of this Agreement shall be determined by the length of continuous service in the Mathews Local School District. Among those with the same length of continuous service, greater seniority shall be determined by:

10.20.1.1 The earlier date of the Board meeting at which the teacher was hired, and then by

10.20.1.2 A random drawing during a board meeting at which more than one (1) teacher is hired. Names of each new hire at this meeting shall go into a hat. Names shall be drawn by an MEA Representative for the purpose of the seniority list only. The first name drawn shall be the most senior. The process shall continue until all names have been drawn. The Board shall notify the MEA of seniority order of new hires within a week after the Board meeting.

10.20.3 Length of continuous service as a certified/licensed employee shall not accrue during but shall not be interrupted by authorized leaves of absence. All current teachers are "grandfathered" in as to length of service as of the ratification date. One hundred twenty (120) days of service or more in any given school year shall constitute a year of service.

10.20.4 Both the seniority and RIF lists described above shall be made available to the MEA President, the Superintendent, and each building Principal by January 1 of each year.

10.21 Local Professional Development Committee

10.21.1 The Parties shall be full and equal partners in the planning, development, and implementation of the local professional development committee, which shall be known as the "Mathews Local Development Committee." In accordance with the law, a majority of the members of the Mathews Local Development Committee shall be teachers.

10.21.2 The Mathews Local Development Committee shall be empowered, as accorded by law, to determine its own structure and criteria for approval of Individual Professional Development Plans, in-service agendas for the Mathews Local School District, and any other requirements as required by law.

10.21.3 When determined by the Mathews Local Development Committee, members of the Mathews Local Development Committee shall have paid release time for training, records review, and other such matters that concern the Mathews Local Development Committee in the execution of their duties under the law up to a maximum of five (5) days.

10.21.4 When the use of release time is exhausted or the Mathews Local Development Committee deems it in the best interest of the Mathews Local Development Committee, meetings may be held after the normal workday. Members of the Mathews Local Development Committee shall be compensated at the rate of fifteen dollars and zero cents ($15.00) per hour for such meetings with payment made annually.

10.21.5 At the close of each school year, the chairperson shall submit a report to the Board outlining the Mathews Local Development Committee's activities during the preceding year.

10.22 Class Size

The Parties are cognizant that over-crowded classroom conditions are not conducive to excellence in teaching or academic achievement by students. The Board also acknowledges that continued maximum teaching responsibilities can negatively impact teacher morale. The Board shall continue to strive to maintain an appropriate class size suitable to the subject area with due consideration for children, teachers, staff certification/licensure, class space, facilities, equipment and funding available. In addition, the Board agrees to abide by the Ohio Minimum Standards.

10.23 Drug Free Workplace

A drug-free workplace program, including a drug screening program, shall be in effect for all teachers. This program, enacted for the safety of staff and students and also as an economic measure relative to Worker's Compensation costs, is set forth specifically in Appendix B of this Agreement. Drug screening costs shall be paid for by the Board.

ARTICLE 11 GRIEVANCE PROCEDURES

11.1 Purposes

It is the intent of the Parties that grievances be resolved at the earliest possible stage of this grievance procedure. Settlements between the Parties at any state short of arbitration shall bind the immediate Parties to the settlement but shall not be deemed precedent in any later grievance proceeding.

11.2 Definitions

11.2.1 A "grievance" is an alleged violation, misapplication, or misinterpretation of a specific article or section of this Agreement. Therefore, no grievance may be based upon any allegation of any advantage, right or benefit not expressly established by some specific article or section of this Agreement.

11.2.2 "Days" shall refer to calendar days; however, if the immediate supervisor is not in attendance, the days shall not begin until the immediate supervisor's return. The number of days at each step shall be considered the maximum.

11.2.3 A "grievant" is the teacher(s) who submit(s) a grievance or the MEA in the submission of a class action grievance.

11.3 Submission Requirements

11.3.1 When a written grievance is provided for under the grievance procedure hereinafter, it shall be submitted in writing on a form that shall properly identify the grievant, the appropriate article and section of this Agreement upon which the grievance is based, the time and place of the alleged violation, misapplication or misinterpretation, the identity of the person(s) responsible for causing such alleged violation, misapplication or misinterpretation, a general statement of the grievance, and the specific redress sought by the grievant. The form found at the Appendix C of this Agreement shall be utilized for all grievances.

11.3.2 A teacher may submit grievances which affects the teacher personally. The MEA may submit a class action grievance on behalf of the entire MEA or a group of affected teachers. No monetary remedy involving "back pay" shall apply to an individual teacher unless the teacher is individually named as the grievant or individually identified on a class action grievance.

11.3.3 The grievant may at the grievant's own option be represented during the grievance procedure by the MEA, including OEA staff, but may not be represented by any other person or organization except as provided in Article 11.3.4.

11.3.4 In the event a grievant chooses to have a grievance processed without the participation of the MEA or the MEA chooses not to process a grievance, the teacher shall be entitled to do so, but in that event the teacher shall be liable for any expenses incurred therein. The MEA shall be notified of each such grievance meeting and may elect to attend.

11.3.5 The preparation and processing of grievances shall be conducted before or after school or during the grievant's and/or representative's lunch. All reasonable efforts shall be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure and to allow for necessary witnesses and the presentation of evidence at the arbitration.

11.3.6 The time limitation set forth hereinafter for the submission of a grievance at any step shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed an abandonment of that grievance. Furthermore, failure at any step of these procedures to communicate the decision on grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

11.4 Grievance Procedure

11.4.1 Step One

Before submission of a written grievance, the grievant must attempt to resolve it informally with the lowest level supervisor that has the authority to resolve the issue. The informal step must occur within (10) days after the discovery of the act of condition upon which the grievance is based.

11.4.2 Step Two

If the grievance is not resolved satisfactorily under Step One and the grievant wishes to proceed to Step Two, the grievant must submit the grievance in writing to the lowest level supervisor not later than (10) days after the attempt to resolve the grievance informally. The lowest level supervisor shall meet within seven (7) days with the grievant and one (1) teacher employed by the Board who is a member of the MEA with respect to the grievance and shall deliver to the grievant a written statement in response to the grievance no later than ten (10) days after such conference.

11.4.3 Step Three

If the grievance is not satisfactory resolved at Step Two, the grievant may submit a copy of the written grievance to the Superintendent no later than ten (10) days after the receipt of the answer under Step Two. The Superintendent or designee shall meet within seven (7) days with the grievant and one (1) teacher employed by the Board who is a member of the MEA or the OEA Labor Relations Consultant(s) and shall deliver to the grievant a written statement of position not later than ten (10) days after such conference. The MEA or grievant may not present any material, allegation, or remedy that was not presented at Step Two.

11.4.4 Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievant may submit a copy of the written grievance to the Board no later than ten (10) days after the receipt of the answer under Step Three. The Board shall meet at its next regularly scheduled board meeting with the grievant and one (1) teacher employed by the Board who is a member of the MEA or the OEA Labor Relations Consultant(s) and shall deliver to the grievant a written statement of position not later than ten (10) days after such conference with the Board. The MEA or grievant may not present any material, allegation, or remedy that was not presented at Step Three.

11.4.5 Step Five

11.4.5.1 If the grievance is not satisfactorily resolved under Step Four, the grievant may, not later than fourteen (14) days after receipt of the answer under Step Four, refer the grievance to arbitration by requesting that the Federal Mediation and Conciliation Service (“FMCS”) propose the

names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent and to the MEA President. Upon receipt of the names of the proposed arbitrators, the designee of the Superintendent and the designee of the MEA (or the grievant if the MEA has chosen not to process the grievance) shall alternately strike names from the list until one ultimately is designated as the arbitrator. The grievant shall strike first.

11.4.5.2 **Arbitration**: The arbitrator shall be empowered only to base their decision upon some specific article and section of this Agreement, and shall have no power to add to, subtract from, disregard, alter, or modify this Agreement by implication or otherwise. The arbitrator shall have no power or authority to decide any question which, under this Agreement, is within the responsibility of the Board, to make any decision which requires the commission of an act prohibited by law or Board policy or which is in violation of the terms of this Agreement.

11.4.5.3 **The Decision of the Arbitrator**: The decision of the arbitrator rendered within and in accordance with the above state power shall be binding upon all Parties.

11.4.5.4 **Arbitrator's Decision**: The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forms which otherwise could be available.

11.4.5.5 **Cost of Arbitration**: The fees and expenses of the arbitrator, the cost of the hearing room and the court reporter's fees and expenses shall be shared equally by the Parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE 12 COMPENSATION AND RELATED BENEFITS

12.1 Pay Periods

12.1.1 Teachers shall receive their pay by direct deposit in twenty-four (24) equal installments electronically transferred on the 5th and 20th of each month into an account of the teacher's choice and shall be available for use at the beginning of the banking business day (9:00 a.m.) on payday.

12.1.2 When payday falls on a weekend or bank holiday, the pay shall be deposited on the last banking day prior to the weekend or bank holiday.

12.2 Payroll Deductions

12.2.1 Teachers shall have the following payroll deductions made as mandated by federal and state statutes:

12.2.1.1 Federal Income Tax - in accordance with the W-4 form on file

12.2.1.2 State Income Tax - in accordance with the form on file

12.2.1.3 City Income Tax - at the rate legislated

12.2.1.4 State Teachers Retirement System of Ohio

12.2.2 All teachers shall have the right to contribute funds to an approved tax-sheltered annuity (403(b)) up to the maximum allowed by law and in accordance with the district's adopted 403(b) plan. A minimum participation of four (4) teachers is required to add additional providers who agree to sign the Board's plan documents. Changes to deductions may be made at any time throughout the year by providing the Treasurer's Office with at least thirty (30) days' notice of changes using the approved salary reduction agreement adopted as a part of the Board's 403(b) plan document.

12.3 Hospitalization, Surgical, and Major Medical

12.3.1 The Board shall provide hospitalization, major medical, dental, and vision insurance policies for each eligible teacher, the teacher's spouse, and eligible dependent children. The hospitalization and major medical insurance shall be provided through and in accord with the medical plan options provided by the Trumbull County Schools Insurance Consortium ("Consortium").

12.3.2 The Board shall provide Preferred Provider Plans as follows:

12.3.2.1 Bargaining unit members shall have access to the insurance programs offered by the Consortium in which the member was enrolled for calendar year 2022 through December 31, 2022. Effective January 1, 2023, the medical hospitalization insurance provided by the Board to bargaining unit members, as made available through the

Consortium, will be the following two (2) coverage options, each offered through a four (4) tier premium rate structure of employee coverage, employee/spouse coverage, employee/child(ren) coverage, or family coverage. The bargaining unit member's premium contribution will be determined by active employment status, plan enrollment, and coverage status.

12.3.2.2 Bargaining unit members desiring health insurance coverage, including prescription drug coverage, may choose the traditional PPO plan and will be required to pay a ten (10%) percent premium contribution to be made each month by payroll deduction.

12.3.2.3 Bargaining unit members desiring health insurance coverage, including prescription drug coverage, may choose the High Deductible Health Plan, hereafter HDHP, coupled with a Health Savings account, or HSA, offered by the Consortium, and shall contribute zero (0%) percent toward the monthly premium. Eligible bargaining unit members choosing the High Deductible Health Plan, subsequently may change to the traditional PPO plan only during the annual open enrollment period, or in response to a major change recognized by the insurer as a "catastrophic change", such as due to death of a spouse, divorce, marriage, etc., and upon reverting to the traditional PPO plan, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.

12.3.2.4 The level of healthcare benefits for the overall plan shall not be lessened for the term of this Agreement. If the benefit levels for any of the plans described herein become enriched during the life of this Agreement, such enriched benefit levels shall apply to eligible teachers enrolled in the particular plans.

12.3.2.5 The Board agrees to provide an Internal Revenue Service Section 125 Plan which includes an employee funded flexible spending account ("FSA") up to a maximum permitted by law and/or the insurance consortium. This FSA shall allow eligible teachers to use pre-tax dollars to pay non-reimbursed drug bills as well as to pay child or elder dependent care expenses as allowed under Section

125 of the Internal Revenue Act of 1978. The administration cost of the Section 125 Plan shall be paid by the Board.

12.3.2.6 Spousal coverage under the PPO and HDHP plans shall be provided only upon documentation that the spouse does not have another insurance coverage available to him/her through the spouse's employer, which costs the spouse two hundred and fifty dollars ($250) /month or less for single coverage. If such coverage is available, the eligible teacher's spouse must enroll in at least single coverage from employer of the eligible teacher's spouse during that employer's next open enrollment period in order for the teacher to be eligible for and receive this insurance benefit coverage from the Board. Spousal secondary coverage remains through the Board. Falsification of spousal coverage documentation shall be grounds for discipline, including termination of employment.

12.3.2.7 Eligible teachers who have a spouse who is both employed and eligible for coverage with this Board or another Consortium member district shall either each obtain a single coverage policy from the Board or may select family coverage from the district where the eligible teacher with the earliest birth date in the year is employed (i.e., the birthday rule).

12.3.2.7.1 The eligible teacher and the eligible teacher's spouse can forego the birthday rule and choose the family coverage in the Consortium member district that has the least expensive premium share cost.

12.3.2.7.2 All eligible teachers seeking family coverage shall be required to provide spouse and child eligibility documentation as required by the Consortium.

12.3.2.8 If the Consortium adopts health risk assessment programs as provided by the insurance carrier, each eligible teacher and covered dependents must participate by completing assessment questionnaires and/or participate in routine testing procedures. Although eligible teachers shall be encouraged based on their assessment/testing results to

participate in health improvement programs and/or disease management programs as part of this health coverage benefit, participation shall not be mandatory.

12.3.2.9 The MEA and the Board shall each identify a representative, no later than October 1 each year of this Agreement, to serve on a local insurance committee to provide research and input to the Consortium.

12.3.2.10 The MEA President or designee shall be given release time to attend all local insurance committee meetings and any Consortium meetings whenever plan development and/or bids are being discussed. This release time shall be treated as MEA President/Representative leave as noted in Article 3.3 of this Agreement. When possible, before requesting a substitute, the teachers shall be asked to cover classes if attendance at a meeting covers only a few periods.

12.4 **Dental Insurance:** The Board shall provide dental insurance for each eligible teacher, the eligible teacher's spouse, and eligible dependent children, equivalent to the Trumbull County Group Plan in effect, shown in Appendix D eligible teacher, subject to the terms of the insurance contract with a carrier selected by the Board. Eligible part-time teachers (those employed .5 F.T.E. or more) shall receive such coverage on a pro-rata basis, based upon a seven and one quarter (7.25) hour workday.

12.5 **Life Insurance:** The Board shall provide, at Board expense, term life insurance as follows for all teachers. The schedule of benefits is:

12.5.1 $40,000 Group Term Life Insurance/

12.5.2 $40,000 Accidental Death and Dismemberment.

12.6 **Vision Care Insurance**

12.6.1 The Board agrees to provide basic vision care insurance to each eligible teacher, the teacher's spouse, and eligible dependent children, equivalent to the Trumbull County Group Plan in effect, shown in Appendix D of this Agreement, subject to the terms of the insurance contract with a carrier selected by the Board.

12.6.2 Eligible part-time teachers (those employed .5 F.T.E. or more) shall receive such coverage on a pro-rata basis, based upon a seven and one quarter (7.25) hour workday.

12.6.3 The Board's optional vision plan is offered through the Consortium. Eligible teachers may choose this option or the basic vision option. For the Optional plan, eligible teachers shall receive credit for the Board share of premiums on the Basic Vision plan as they have enrolled; Single or Family. The Board share shall be paid toward the Premium on the new optional plan with the eligible teacher paying the difference in cost through payroll deduction.

12.7 Insurance While on Unpaid Leave

Whenever an eligible teacher is on a Board approved unpaid leave of absence, the eligible teacher shall have the right to retain participation in any of the insurance benefit programs. Eligible teachers who choose to do so shall pay the premium amount for such insurance coverage by cash or check to the Board Treasurer or designee no later than the 23rd day of the month prior to the month that coverage is to be extended during the unpaid leave.

12.8 Insurance Rebate

12.8.1 Eligible teachers who choose to forego their right to coverage shall receive an "opt out" benefit in the amount of twelve (12%) percent of the annual premium cost for the most expensive Consortium PPO alternative for which the eligible teacher was eligible to be paid during the month of September if the coverage is not used during the entire preceding year. Eligible teachers who forego their right to coverage but are receiving health insurance coverage from the Consortium as part of family coverage are not eligible for any "opt out" benefit.

12.8.2 Eligible teachers who choose to forego dental or vision coverage for a full year of a contract year shall receive a rebate for the benefit in the amount of twelve (12%) percent of the Board's annual premium cost of that insurance benefit waived.

12.8.3 Eligible teachers must inform the Board Treasurer by August 10th of each contract year as to the insurance option they are selecting for rebate, if any.

12.8.4 If an eligible teacher is hired at any time after August 10th, the eligible teacher shall be afforded insurance rebates on a pro-rated basis.

12.8.5 Eligible teachers shall have the right to enter any insurance options for which they are eligible during the year, but shall forfeit the right to rebate payment for that year.

12.9 Salary Schedule

12.9.1 Base Salary (Appendix A of this Agreement):

12.9.1.1 Year 1 (2025-2026): 3.5% on the base.

12.9.1.2 Year 2 (2026-2027): 3.5% on the base.

12.9.1.3 Year 3 (2027-2028): 3.0% on the base.

12.9.2 Each teacher shall be placed and advanced on the salary schedule according to the teacher's individual training and experience.

12.9.3 Teachers with a bachelor's degree shall be placed on the B.A. column.

12.9.4 Entrants to Column 2 of the Salary Schedule must have a bachelor's degree and at least eighteen (18) semester hours earned thereafter.

12.9.5 Teachers with a master's degree shall be placed on the M.A. column.

12.9.6 Teachers with a master's degree and at least an additional eighteen (18) semester hours earned thereafter shall be placed on the M.A. + 18 column.

12.9.7 Teachers with a master's degree and at least an additional thirty (30) semester hours earned thereafter shall be placed on the M.A. + 30 column.

12.9.8 Hours referred to are semester or quarter hours of earned college credit from accredited colleges or universities. Hours earned must be graduate hours or undergraduate hours earned in courses that related directly to the teacher's area of certification/licensure or relate directly to a new area of certification/licensure being sought by the teacher, or as approved by the Superintendent. A quarter (1/4) hour shall be credited at two thirds (2/3) of a semester hour.

Step 30 will be a full step with multiplier to read BA 1.850, BA+18 1.980, MA 2.110, MA+18 2.240, MA+30 2.370.

12.10 Co-Curricular/Extra Curricular

12.10.1 Except as contained in this Article, no supplemental contracts are covered by this Agreement and shall be issued, awarded, and paid as directed by the Board.

12.10.2 Certain activities are co-curricular/extra curricular and shall be assigned with additional compensation paid as a percentage of the base salary for that current year. Payment shall be made in two (2) equal installments, one (1) in January and one (1) in June.

12.10.2.1	**Majorette & Color Gd.**	10.0%
12.10.2.2	**Senior Class Advisor**	3.0%
12.10.2.3	**Junior Class Advisor**	4.0%
12.10.2.4	**Soph. Class Advisor**	2.0%
12.10.2.5	**Fr. Class Advisor**	2.0%
12.10.2.6	**H.S. Stud. Coun. Advisor**	4.0%
12.10.2.7	**Herd Advisor**	3.0%
12.10.2.8	**Awards Assem. Advisor**	2.0%
12.10.2.9	**Spanish Club Advisor**	2.0%
12.10.2.10	**H.S. Prep Bowl**	3.0%
12.10.2.11	**NHS Advisor**	3.0%
12.10.2.12	**Jr. High Yearbook Advisor**	2.0%
12.10.2.13	**Jr. High Student Council**	2.0%
12.10.2.14	**Elem. Math Team**	2.0%
12.10.2.15	**Jr. High Math Team**	2.0%
12.10.2.16	**Jr. High Prep Bowl**	2.0%

12.10.2.17	**Elem. Prep Bowl**	2.0%
12.10.2.18	**Art Club Advisor**	2.0%
12.10.2.19	**Baker Student Council**	2.0%
12.10.2.20	**Facilitator Res. Educator**	2.0%
12.10.2.21	**Mentor Res. Educator**	3.0%
12.10.2.22	**Pep Band**	4.0%
12.10.2.23	**H.S. Band Directors**	15.0%
12.10.2.24	**Asst. Marching Band**	10.0%
12.10.2.25	**$7^{th}/8^{th}$ Band Director**	5.0%
12.10.2.26	**Drum Line Instructor**	3.0%
12.10.2.27	**H.S. Show Choir Director**	8.0%
12.10.2.28	**$7^{th}/8^{th}$ Choir Director**	5.0%
12.10.2.29	**Elem. Music Director**	4.0%
12.10.2.30	**H.S. Yearbook**	6.0%
12.10.2.31	**Robotics**	10.0%
12.10.2.32	**CCP Classes**	2.0% per class
12.10.2.33	**Junior High Trip Advisor**	2.0%
12.10.2.34	**LPDC Chair**	3.0%
12.10.2.35	**LPDC Members**	1.0%
12.10.2.36	**Whitewood Advisor**	1.0%
12.10.2.37	**Camp Fitch Advisor**	2.0%
12.10.2.38	**Drama Club**	5.0%

12.10.2.39 Ski Club 2.0%

12.10.2.40 Resident Educator Chair 3.0%

12.10.2.41 5th/6th Band Director 3.0%

12.10.2.42 Junior High English Festival **2.0%**

12.10.2.43 High School English Festival **2.0%**

12.10.3 Job descriptions shall be prepared by the Superintendent, Principal, and teacher defining the specific extra duties included in each assignment. If these duties are increased or decreased, the above compensation shall be increased or decreased proportionally. If specific duties are not performed, the above compensation shall be decreased proportionally.

12.10.4 If a specific duty is required, the necessary fees, equipment and transportation shall be provided, whether by the students, community, or Board. Should the Board elect not to require a specific duty or elect not provide the necessary fees, equipment or transportation if not otherwise available, the teacher's evaluation shall not be based on failure to perform the duty.

12.11 Employee Children Tuition Waiver

12.11.1 The children (step-children or dependents through guardianship) of teachers who reside outside of the Mathews Local School District may attend the Mathews Local Schools under open enrollment. Each teacher's child (step-child or dependent through guardianship) shall be given first priority in being accepted based upon space availability. Admissions under this provision shall be limited to the beginning of each school year.

12.12 Tuition Reimbursement

12.12.1 The Board shall reimburse teachers the costs of tuition for college work approved by the Superintendent or Mathews Local Development Committee for the course(s) taken if the course is outside of the teacher's current area(s) of certification and successfully completed (3.0 GPA or better or a Pass in a Pass/Fail class) at an accredited college or university. The reimbursement for each teacher shall be at fifty percent (50%) of their cost but not to exceed two thousand dollars and zero cents ($2,000.00) per individual per year. Reimbursement shall be made once a year in September. The total reimbursement from the Board of

Education shall not exceed twenty-five thousand dollars and zero cents ($25,000.00) per year. In the event that the total amount requested exceeds twenty-five thousand dollars and zero cents ($25,000.00), the Treasurer shall compute a pro-rated distribution based on the total tuition cost after all teachers' submit requests for such reimbursement.

12.12.2 In the event that the maximum of twenty-five thousand dollars and zero cents ($25,000.00) per year is not reached by all teachers requesting initial reimbursement, individuals whose total tuition cost exceeds four thousand dollars and zero cents ($4,000.00) shall be eligible for secondary reimbursement at fifty percent (50%) of their excess tuition costs not to exceed an additional one thousand dollars and zero cents ($1,000.00) per individual. If the secondary reimbursements result in exceeding the twenty five thousand dollars and zero cents ($25,000.00) maximum, the Treasurer shall compute a pro-rated distribution based on the secondary tuition costs only.

ARTICLE 13 EMPLOYMENT OF RETIRED TEACHERS

13.1 Eligibility and Contractual Provisions

Bargaining unit members who are eligible for retirement under the State Teachers Retirement System (STRS) may elect to be rehired following retirement. Rehiring may be approved upon the recommendation of the Superintendent.

13.1.1 Retired teachers who choose to be rehired will be employed on a one (1) year limited contract basis. Upon expiration of the initial one-year contract, renewal shall be at the discretion of the Superintendent on a one (1) year limited contract basis, and they shall not be eligible for a continuing contract as outlined in Article 10.18 of this Agreement.

13.2 Notification and Timing

13.2.1 Bargaining unit members intending to seek reemployment as retirees must submit written notice to the Superintendent no later than April 1 with the superintendent's response by April 15th. This allows compliance with Ohio Revised Code Section 3307.353 and other applicable legal requirements.

13.2.2 The retirement date must be effective no later than the last teacher work day of the school year of the year in which the retiree seeks reemployment.

13.3 Rehired Retirees as Bargaining Unit Members

13.3.1 All rehired retirees shall be considered bargaining unit members and subject to the terms of this Agreement unless specifically excluded herein. For the purposes of this Article, they shall be referred to as "rehired retirees.

13.4 Salary and Benefits

13.4.1 Rehired retirees shall be placed at Step 3 and proper column of the Salary Schedule, regardless of prior service years, and shall not advance on the Salary Schedule during reemployment.

13.4.2 Rehired retirees are eligible for health and insurance benefits as provided under Article 12.3 of this Agreement on the same terms as other bargaining unit members.

13.5 Supplemental and Other Provisions

13.5.1 Rehired retirees must resign from any supplemental positions upon retirement but may reapply for supplemental contracts, which will be filled in accordance with Article 10.14.

13.5.2 Rehired retirees are ineligible for severance payments under Article 9.6 but shall accrue sick leave at the rate specified for active bargaining unit members. Accumulated sick leave may carry over into subsequent one-year contracts but does not qualify for participation in the sick leave bank under Article 9.8.

13.6: Discipline and Contract Expiration

13.6.1 Rehired retirees may be terminated during their one (1) year limited contract for cause following a meeting with the Superintendent as outlined in Article 10.11.1. Such decisions are not subject to the grievance procedures under Article 11.

13.6.2 Limited contracts for rehired retirees will automatically expire on June 30 without a requirement for notice of non-renewal. Renewal is contingent upon the recommendation of the Superintendent.

13.7 Contributions to STRS

During reemployment, retirees shall make contributions to STRS as required by Ohio law, in accordance with current STRS rules and regulations.

13.8 Superseding Provisions

The terms of this Article shall supersede any conflicting provisions of the Ohio Revised Code and other federal or state laws as allowed by law.

ARTICLE 14 CONSOLIDATION AND MERGER

14.1 The Board shall not enter into any merger or consolidation with any other school district.

SIGNATURES TO THE AGREEMENT

Mathews Board of Education

Superintendent

Mathews Education Association

President, MEA

Treasurer

Co-President, MEA

Approved by the Mathews Local School Board on February 19, 2025

Resolution # 16-25

Mathews Local School Salary Schedule
2025-2026

Base Salary $37,145

Steps	Column 1 BA	Column 2 BA+18	Column 3 MA	Column 4 MA+18	Column 5 MA+30	Steps
0	$38,259	$39,745	$41,231	$42,717	$44,203	0
	1.0300	1.0700	1.1100	1.1500	1.1900	
1	$39,931	$41,231	$42,902	$44,574	$46,246	1
	1.0750	1.1100	1.1550	1.2000	1.2450	
2	$41,231	$42,717	$44,574	$46,431	$48,289	2
	1.1100	1.1500	1.2000	1.2500	1.3000	
3	$42,531	$44,203	$45,874	$48,289	$50,331	3
	1.1450	1.1900	1.2350	1.3000	1.3550	
4	$43,831	$45,503	$47,546	$50,146	$52,374	4
	1.1800	1.2250	1.2800	1.3500	1.4100	
5	$45,131	$46,803	$48,846	$52,003	$54,417	5
	1.2150	1.2600	1.3150	1.4000	1.4650	
6	$45,317	$47,917	$50,517	$53,117	$55,718	6
	1.2200	1.2900	1.3600	1.4300	1.5000	
7	$46,988	$49,774	$52,560	$55,346	$58,132	7
	1.2650	1.3400	1.4150	1.4900	1.5650	
8	$48,660	$51,632	$54,603	$57,575	$60,546	8
	1.3100	1.3900	1.4700	1.5500	1.6300	
9	$50,331	$53,489	$56,646	$59,803	$62,961	9
	1.3550	1.4400	1.5250	1.6100	1.6950	
10	$52,003	$55,346	$58,689	$62,032	$65,375	10
	1.4000	1.4900	1.5800	1.6700	1.7600	
11	$54,046	$57,575	$61,104	$64,632	$68,161	11
	1.4550	1.5500	1.6450	1.7400	1.8350	
12	$56,089	$59,803	$63,518	$67,232	$70,947	12
	1.5100	1.6100	1.7100	1.8100	1.9100	
13	$58,132	$62,032	$65,932	$69,833	$73,733	13
	1.5650	1.6700	1.7750	1.8800	1.9850	
14	$60,175	$64,261	$68,347	$72,433	$76,519	14
	1.6200	1.7300	1.8400	1.9500	2.0600	
18	$62,218	$66,490	$70,761	$75,033	$79,305	18
	1.6750	1.7900	1.9050	2.0200	2.1350	
22	$64,261	$68,718	$73,176	$77,633	$82,090	22
	1.7300	1.8500	1.9700	2.0900	2.2100	
26	$66,490	$71,133	$75,776	$80,419	$85,062	26
	1.7900	1.9150	2.0400	2.1650	2.2900	
30	$68,718	$73,547	$78,376	$83,205	$88,034	30
	1.8500	1.9800	2.1100	2.2400	2.3700	

Mathews Local School Salary Schedule
2026-2027

Base Salary $38,445

Steps	Column 1 BA	Column 2 BA+18	Column 3 MA	Column 4 MA+18	Column 5 MA+30	Steps
0	$39,598	$41,136	$42,674	$44,212	$45,750	0
	1.0300	1.0700	1.1100	1.1500	1.1900	
1	$41,328	$42,674	$44,404	$46,134	$47,864	1
	1.0750	1.1100	1.1550	1.2000	1.2450	
2	$42,674	$44,212	$46,134	$48,056	$49,979	2
	1.1100	1.1500	1.2000	1.2500	1.3000	
3	$44,020	$45,750	$47,480	$49,979	$52,093	3
	1.1450	1.1900	1.2350	1.3000	1.3550	
4	$45,365	$47,095	$49,210	$51,901	$54,207	4
	1.1800	1.2250	1.2800	1.3500	1.4100	
5	$46,711	$48,441	$50,555	$53,823	$56,322	5
	1.2150	1.2600	1.3150	1.4000	1.4650	
6	$46,903	$49,594	$52,285	$54,976	$57,668	6
	1.2200	1.2900	1.3600	1.4300	1.5000	
7	$48,633	$51,516	$54,400	$57,283	$60,166	7
	1.2650	1.3400	1.4150	1.4900	1.5650	
8	$50,363	$53,439	$56,514	$59,590	$62,665	8
	1.3100	1.3900	1.4700	1.5500	1.6300	
9	$52,093	$55,361	$58,629	$61,896	$65,164	9
	1.3550	1.4400	1.5250	1.6100	1.6950	
10	$53,823	$57,283	$60,743	$64,203	$67,663	10
	1.4000	1.4900	1.5800	1.6700	1.7600	
11	$55,937	$59,590	$63,242	$66,894	$70,547	11
	1.4550	1.5500	1.6450	1.7400	1.8350	
12	$58,052	$61,896	$65,741	$69,585	$73,430	12
	1.5100	1.6100	1.7100	1.8100	1.9100	
13	$60,166	$64,203	$68,240	$72,277	$76,313	13
	1.5650	1.6700	1.7750	1.8800	1.9850	
14	$62,281	$66,510	$70,739	$74,968	$79,197	14
	1.6200	1.7300	1.8400	1.9500	2.0600	
18	$64,395	$68,817	$73,238	$77,659	$82,080	18
	1.6750	1.7900	1.9050	2.0200	2.1350	
22	$66,510	$71,123	$75,737	$80,350	$84,963	22
	1.7300	1.8500	1.9700	2.0900	2.2100	
26	$68,817	$73,622	$78,428	$83,233	$88,039	26
	1.7900	1.9150	2.0400	2.1650	2.2900	
30	$71,123	$76,121	$81,119	$86,117	$91,115	30
	1.8500	1.9800	2.1100	2.2400	2.3700	

Mathews Local School Salary Schedule
2027-2028

Base Salary $39,598

Steps	Column 1 BA	Column 2 BA+18	Column 3 MA	Column 4 MA+18	Column 5 MA+30	Steps
0	$40,786	$42,370	$43,954	$45,538	$47,122	0
	1.0300	1.0700	1.1100	1.1500	1.1900	
1	$42,568	$43,954	$45,736	$47,518	$49,300	1
	1.0750	1.1100	1.1550	1.2000	1.2450	
2	$43,954	$45,538	$47,518	$49,498	$51,477	2
	1.1100	1.1500	1.2000	1.2500	1.3000	
3	$45,340	$47,122	$48,904	$51,477	$53,655	3
	1.1450	1.1900	1.2350	1.3000	1.3550	
4	$46,726	$48,508	$50,685	$53,457	$55,833	4
	1.1800	1.2250	1.2800	1.3500	1.4100	
5	$48,112	$49,893	$52,071	$55,437	$58,011	5
	1.2150	1.2600	1.3150	1.4000	1.4650	
6	$48,310	$51,081	$53,853	$56,625	$59,397	6
	1.2200	1.2900	1.3600	1.4300	1.5000	
7	$50,091	$53,061	$56,031	$59,001	$61,971	7
	1.2650	1.3400	1.4150	1.4900	1.5650	
8	$51,873	$55,041	$58,209	$61,377	$64,545	8
	1.3100	1.3900	1.4700	1.5500	1.6300	
9	$53,655	$57,021	$60,387	$63,753	$67,119	9
	1.3550	1.4400	1.5250	1.6100	1.6950	
10	$55,437	$59,001	$62,565	$66,129	$69,692	10
	1.4000	1.4900	1.5800	1.6700	1.7600	
11	$57,615	$61,377	$65,139	$68,901	$72,662	11
	1.4550	1.5500	1.6450	1.7400	1.8350	
12	$59,793	$63,753	$67,713	$71,672	$75,632	12
	1.5100	1.6100	1.7100	1.8100	1.9100	
13	$61,971	$66,129	$70,286	$74,444	$78,602	13
	1.5650	1.6700	1.7750	1.8800	1.9850	
14	$64,149	$68,505	$72,860	$77,216	$81,572	14
	1.6200	1.7300	1.8400	1.9500	2.0600	
18	$66,327	$70,880	$75,434	$79,988	$84,542	18
	1.6750	1.7900	1.9050	2.0200	2.1350	
22	$68,505	$73,256	$78,008	$82,760	$87,512	22
	1.7300	1.8500	1.9700	2.0900	2.2100	
26	$70,880	$75,830	$80,780	$85,730	$90,679	26
	1.7900	1.9150	2.0400	2.1650	2.2900	
30	$73,256	$78,404	$83,552	$88,700	$93,847	30
	1.8500	1.9800	2.1100	2.2400	2.3700	

DRUG SCREENING PROGRAM

LEGAL DRUGS

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance, or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

ILLEGAL DRUGS

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with illegal drugs traceable in their system.

TERMS AND DEFINITIONS

For purposes of this drug screening program, the following terms and definitions shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the Board,
2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code, Section 3719.01 (D), the possession or sale of which is prohibited by law.
3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use (drug abuse) of a legally prescribed drug.
4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
5. "Medical Provider" means the facility mutually approved by the Board and the Union, which may change from time to time, which collects, screens and/or stores urine samples.
6. "Medical Review Officer" (MRO) means the physician mutually approved by the Board and the Union, whose primary responsibility is to review and interpret positive test results obtained through this drug screening policy program.
7. "Employee related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on School District premises at the time of the accident.
8. "Probable Cause" as defined in "O Jur 3d Words and Phrases", page 342.
9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the Board and Union as set forth in this program.
10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in this program.

I. PROCEDURES

(A) WHEN SCREENING MAY OCCUR

Employees may be tested for employment related illegal drug usage, or for the abusive use of legal drugs to the extent that said drugs adversely affect the employee's safety or job performance, or the safety of others

1. Whenever an employee's behavior creates probable cause of suspected use. The following are lists of factors which may give rise to probable cause to suspect substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute probably cause to suspect drug abuse:

    a. Direct observation of drug use
    b. Possession of drugs or related paraphernalia
    c. Employee admissions of drug use, abuse or possession
    d. Symptoms of drug use/abuse including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control
    e. Any tampering with the drug screening process
    f. Any arrest for drug related criminal offense, or the filing of drug related criminal charges against the employee.

2. Any employee involved in an employment-related accident may be subject to screening. The Employer may test an employee involved in a motor vehicle accident resulting in personal injury or property damage. The Superintendent will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within 72 hours.

3. Whenever an employee returns to duty after participating in a substance abuse rehabilitation program regardless of the duration of absence, such an employee may be required by the Employer or the Substance Abuse Professional to undergo a minimum of four (4) urine tests within the one (1) year period starting with the date of return to duty.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute probable cause to suspect drug abuse:

a. Unusual attendance problems, including absenteeism, tardiness or unusual use of sick leave.

b. Excessive or repetitive vehicular, equipment or other workplace accidents.

c. When an employee who returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave, exhibits any unusual behavior.

(B) DECISION TO SCREEN FOR CAUSE

A supervisor who has probable cause to suspect an employee of substance abuse will immediately relieve the employee from his/her duties and will immediately notify the Superintendent, or the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery. The supervisor shall, before the end of the workday, complete and sign an "observation checklist" setting forth the facts upon which such supervisor relied. The Superintendent, will determine whether probable cause exists to warrant screening, and the determination will be based only upon reliable information as set forth in this program.

If the Superintendent determines that an employee must participate in the screening process, it will be by written order.

The Superintendent or the employee's supervisor will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Superintendent. If the test results are negative, the Superintendent or the employee's supervisor will inform the employee of the date the employee is to resume work.

(C) UNION REPRESENTATION

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Union representative to accompany the employee and the supervisor to the testing site. The employee may release the Union representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screenings.

II. SCREENING PROCESS

(A) SAMPLE COLLECTION

Specimen collection will occur in a medical setting or on-site and the procedures should not demean, embarrass or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with a thumb print and signature prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's identification number, date, and time of the collection. After collection, the sample will be split into two containers, and will be sealed, the chain of evidence form will be completed, and the employee will be asked to confirm the information contained on the sample containers and the chain of custody form by signing the chain of custody form.

(B) TESTING METHODOLOGY

The Medical Provider selected by the Board and the Union to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

Initial Screening Step
Confirmation Step

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable

trained medical or scientific personnel prior to being reported to the Medical Review Officer.

All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

(C) SCREENING STANDARDS

The Board and the Union, in consultation with the Medical Provider, have determined the type of screening to be used. The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

DRUG	INITIAL SCREENING LEVEL	CONFIRMATION LEVEL
AMPHETAMINES	1000 ng/ml	300 ng/ml
BARBITURATES	200 ng/ml	500 ng/ml
BENZODIAZEPINES	200 ng/ml	300 ng/ml
CANNABINOIDS	100 ng/ml	15 ng/ml
COCAINE METABOLITE	300 ng/ml	150 ng/ml
METHADONE	300 ng/ml	300 ng/ml
METHAQUALONE	300 ng/ml	300 ng/ml
OPIATES	300 ng/ml*	300 ng/ml
	*25 ng/ml if immunoassay specific for free morphine	
PHENCYCLIDINE (PCP)	25 ng/ml	25 ng/ml
PROPOXYPHENE	300 ng/ml	300 ng/ml
OXYCONTIN	100 ng/ml	100 ng/ml

Should NIDA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to confirm to NIDA standards. Employees will be notified, in writing, of such changes, within 60 days prior of its implementation. All test results shall be protected as confidential medical information as appropriate under the Americans With Disabilities Act (*i.e.*, the test results shall be provided on a right to know basis - the employee, the Employer and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

(D) SCREEN RESULTS

1. Negative Results

   If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Review Officer will immediately conduct a second screening using a different methodology on a different portion of the sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by an NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the same for at least one (1) year to allow for additional screenings and employee appeals.

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from the collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test results. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Superintendent. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

III. DISCIPLINARY ACTION AND APPEAL

(A) Disciplinary action against an employee for substance abuse shall occur only after an administrative investigation in which the employee is informed of the evidence against him/her, and has had an opportunity to respond.

(B) Employees who are found to be <u>abusing drug(s)</u> which have been legally prescribed are subject to all provisions of this article.

(C) Employees may appeal any formal disciplinary action according to the current Contract between the Board and the Union at the time of the disciplinary action.

IV. PARTICIPATION IN A TREATMENT PROGRAM

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought before the drug abuse affects job performance or endangers fellow employees or members of the public. Voluntary requests for assistance after a disciplinary action has commenced will not terminate the disciplinary proceeding but may be considered in determining the penalty.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered secondary to the primary goal of ensuring safety. Any supervisory referral will be considered mandatory. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Superintendent when an employee successfully completes the Program, refuses to participate in the Program, or withdraws from the Program before successful completion.

Drug screening or testing shall be conducted upon the finding of probable cause. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. This procedure shall not preclude the Employer from other administrative action, but such actions shall not be solely based upon the test results.

V. MEDICAL PROVIDER

The Medical Provider for collection of samples referred to within this DSP is:

_____

_____

The Medical Provider of laboratory services in connection with the urinalysis testing is:

_____

_____

VI. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING

Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal or abusive drug use. All new employees will be provided with this information when initially hired.

There will be a 90-day information distribution period prior to the implementation of testing under this policy for employees.

MATHEWS EDUCATION ASSOCIATION – Grievance Form STEP 1

Aggrieved Person: _____ **Date of Informal Presentation:_____**

Home Address of Aggrieved Person:
_____

School: _____ **Principal:_____**

Years in School System: _____ **Subject Area or Grade Level: _____**

Name of Association Representative: _____

(The following Article and Section of the Contract with MEA has allegedly been violated.)

Article: _____ Time: _____

Section: _____ Place: _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Signatures acknowledge that if the above issue cannot be informally resolved, parties will proceed to the submission of a written grievance (Step 2).

_____ **_____**
(Signature of Aggrieved) **(Signature of MEA President)**

_____
(Signature of Lowest Level Supervisor)

Step 1 Date:_____

MATHEWS EDUCATION ASSOCIATION – Grievance Form STEP 2

Aggrieved Person: _____ **Date of Informal Presentation:_____**

Home Address of Aggrieved Person: _____

School: _____ **Principal:_____**

Years in School System: _____ **Subject Area or Grade Level: _____**

Name of Association Representative: _____

(The following Article and Section of the Contract with MEA has allegedly been violated.)

Article: _____ Time: _____

Section: _____ Place: _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

_____ **_____**

(Signature of Aggrieved) **(Signature of MEA President)**

_____

(Signature of Lowest Level Supervisor)

Step 2 Date:_____

STEP 2 — DECISION ON GRIEVANCE

Aggrieved Person: _____ ____ **Date Formal Grievance Filed:_____**

School: _____ Lowest Level Supervisor: _____

DECISION:

Date of Decision: _____ **_____**
(Lowest Level Supervisor)

AGGRIEVED PERSON'S REPONSE:

_____ I accept the above decision

_____ I do not accept the above decision and hereby refer the grievance to the Mathews Education Association and request that the grievance be carried to the next step in the procedure.

AGGRIEVED:

Signature _____Date _____

MATHEWS LOWEST LEVEL SUPERVISOR:

Signature _____Date _____

MEA PRESIDENT:

Signature _____ Date _____

MATHEWS EDUCATION ASSOCIATION – Grievance Form STEP 3

Aggrieved Person: _____ **Date of Formal Presentation:_____**

Home Address of Aggrieved Person: _____

School: _____ Lowest Level Supervisor:_____

Years in School System: _____ **Subject Area or Grade Level: _____**

Name of Association Representative: _____

(The following Article and Section of the Contract with MEA has allegedly been violated.)

Article: _____ Time: _____

Section: _____ Place: _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

_____ _____

(Signature of Aggrieved) **(Signature of MEA President)**

_____

(Signature of the Superintendent)

Step 3 Date: _____

STEP 3 — DECISION ON GRIEVANCE

Aggrieved Person: _____ **Date Formal Grievance Filed:_____**

DECISION:

Date of Decision: _____ **_____**
(Signature of Superintendent)

AGGRIEVED PERSON'S REPONSE:

_____ I accept the above decision

_____ I do not accept the above decision and hereby refer the grievance to the Mathews Education Association and request that the grievance be carried to the next step in the procedure.

AGGRIEVED:

Signature _____Date _____

MATHEWS LOCAL SUPERINTENDENT:

Signature _____Date _____

MATHEWS EDUCATION ASSOCIATION:

Signature _____ Date _____

MATHEWS EDUCATION ASSOCIATION – Grievance Form STEP 4

Aggrieved Person: _____ **Date of Informal Presentation:_____**

Home Address of Aggrieved Person: _____

School: _____ **Principal:_____**

Years in School System: _____ **Subject Area or Grade Level: _____**

Name of Association Representative: _____

(The following Article and Section of the Contract with MEA has allegedly been violated.)

Article: _____ Time: _____

Section: _____ Place: _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

_____ _____

(Signature of Aggrieved) **(Signature of MEA President)**

_____

(Signature of the Board President)

Step 4 Date: _____

STEP 4 — DECISION ON GRIEVANCE

Aggrieved Person: _____ **Date Formal Grievance Filed:_____**

DECISION:

Date of Decision: _____ **_____**
(Signature of Board President)

AGGRIEVED PERSON'S REPONSE:

_____ I accept the above decision

_____ I do not accept the above decision and hereby refer the grievance to the Mathews Education Association and request that the grievance be carried to the the next step in the procedure.

AGGRIEVED:

Signature _____ Date _____

MATHEWS LOCAL BOARD OF EDUCATION:

Signature _____ Date _____

MATHEWS EDUCATION ASSOCIATION:

Signature _____ Date _____

Trumbull County Schools Insurance Benefits Consortium: Blue Access PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 331-1067 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$450/person or $900/family for In-Network Providers. $900/person or $1,800/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Vision Exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$2,500/person or $5,000/family for In-Network Providers. $5,000/person or $10,000/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.anthem.com/find-care/?alphaprefix=AKH or call (833) 331-1067 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network Provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20/visit, deductible does not apply	35% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	$20/visit, deductible does not apply	35% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	35% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	15% coinsurance	35% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	15% coinsurance	35% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.cvs.com	Typically Generic (Tier 1)	$5 retail and $10 home delivery	Not covered (retail and home delivery)	Prescription Drug coverage is provided by CVS Health. Covers up to 30 day supply retail and 90 day supply home delivery
	Typically Preferred Brand & Non-Preferred Generic Drugs (Tier 2)	$20 retail and $40 home delivery	Not covered (retail and home delivery)	
	Typically Non-Preferred Brand and Generic drugs (Tier 3)	$35 retail and $70 home delivery	Not covered (retail and home delivery)	
	Typically Preferred Specialty (brand and generic) (Tier 4)	$35 retail and $70 home delivery	Not covered (retail and home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	15% coinsurance	35% coinsurance	--------none--------
	Physician/surgeon fees	15% coinsurance	35% coinsurance	--------none--------
If you need immediate medical attention	Emergency room care	$250/visit, then 15% coinsurance	Covered as In-Network	Copayment waived if admitted.
	Emergency medical transportation	15% coinsurance	Covered as In-Network	--------none--------

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Urgent care	$20/visit, then 0% coinsurance	35% coinsurance	--------none--------
If you have a hospital stay	Facility fee (e.g., hospital room)	15% coinsurance	35% coinsurance	--------none--------
	Physician/surgeon fees	15% coinsurance	35% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit $20/visit, deductible does not apply Other Outpatient 15% coinsurance	Office Visit 35% coinsurance Other Outpatient 35% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	15% coinsurance	35% coinsurance	--------none--------
If you are pregnant	Office visits	0% coinsurance	35% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	15% coinsurance	35% coinsurance	
	Childbirth/delivery facility services	15% coinsurance	35% coinsurance	
If you need help recovering or have other special health needs	Home health care	15% coinsurance	35% coinsurance	180 visits/benefit period.
	Rehabilitation services	15% coinsurance	35% coinsurance	*See Therapy Services section.
	Habilitation services	15% coinsurance	35% coinsurance	
	Skilled nursing care	15% coinsurance	35% coinsurance	180 days/benefit period for skilled nursing services.
	Durable medical equipment	15% coinsurance	35% coinsurance	*See Durable Medical Equipment section.
	Hospice services	15% coinsurance	35% coinsurance	Life expectancy up to 12 months.
If your child needs dental or eye care	Children's eye exam	No charge	35% coinsurance	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	--------none--------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Infertility treatment
- Weight loss programs
- Children's dental check-up
- Glasses for a child
- Long-term care
- Cosmetic surgery
- Hearing aids
- Routine foot care

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric surgery $30,000 maximum/lifetime • Private-duty nursing in a Home Setting only	• Chiropractic care 60 visits/benefit period combined with all other therapies • Routine eye care (Adult)	• Most coverage provided outside the United States. See www.bcbsglobalcore.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? Yes.
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes/No.
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$450**
Specialist copayment	**$20**
Hospital (facility) coinsurance	**15%**
Other coinsurance	**15%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$450
Copayments	$0
Coinsurance	$1,500
What isn't covered	
Limits or exclusions	$70
The total Peg would pay is	**$2,020**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$450**
Specialist copayment	**$20**
Hospital (facility) coinsurance	**15%**
Other coinsurance	**15%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$100
Copayments	$200
Coinsurance	$0
What isn't covered	
Limits or exclusions	$4,300
The total Joe would pay is	**$4,600**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$450**
Specialist copayment	**$20**
Hospital (facility) coinsurance	**15%**
Other coinsurance	**15%**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$450
Copayments	$400
Coinsurance	$200
What isn't covered	
Limits or exclusions	$10
The total Mia would pay is	**$1,060**

The plan would be responsible for the other costs of these EXAMPLE covered services.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 331-1067 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$1,650/person or $3,300/family for In-Network Providers. $3,300/person or $6,600/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive Care. Vision Exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$3,000/person or $6,000/family for In-Network Providers. $6,000/person or $12,000/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.anthem.com/find-care/?alphaprefix=AKH or call (833) 331-1067 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network Provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	20% coinsurance	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.cvs.com	Typically Generic (Tier 1)	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	Prescription Drug coverage is provided by CVS Health. Covers up to 30 day supply retail and 90 day supply home delivery
	Typically Preferred Brand & Non-Preferred Generic Drugs (Tier 2)	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	
	Typically Non-Preferred Brand and Generic drugs (Tier 3)	20% coinsurance after deductible retail and home delivery except 50% coinsurance after deductible for Sexual Dysfunction	Not covered (retail and home delivery)	
	Typically Preferred Specialty (brand and generic) (Tier 4)	20% coinsurance after deductible retail and home delivery except 50%	Not covered (retail and home delivery)	

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		coinsurance after deductible for Sexual Dysfunction		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	--------none--------
	Physician/surgeon fees	20% coinsurance	40% coinsurance	--------none--------
If you need immediate medical attention	Emergency room care	20% coinsurance	Covered as In-Network	--------none--------
	Emergency medical transportation	20% coinsurance	Covered as In-Network	--------none--------
	Urgent care	20% coinsurance	40% coinsurance	--------none--------
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	--------none--------
	Physician/surgeon fees	20% coinsurance	40% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit 40% coinsurance Other Outpatient 40% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	20% coinsurance	40% coinsurance	--------none--------
If you are pregnant	Office visits	0% coinsurance	40% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	180 visits/benefit period.
	Rehabilitation services	20% coinsurance	40% coinsurance	*See Therapy Services section.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	180 days/benefit period for skilled nursing services.
	Durable medical equipment	20% coinsurance	40% coinsurance	*See Durable Medical Equipment section.
	Hospice services	20% coinsurance	40% coinsurance	Life expectancy up to 12 months.
If your child needs dental or eye care	Children's eye exam	No charge	40% coinsurance	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	--------none--------

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Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Cosmetic surgery
- Dental care (Adult)
- Glasses for a child
- Hearing aids
- Infertility treatment
- Long-term care
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery $30,000 maximum/ lifetime
- Chiropractic care 60 visits/benefit period combined with all other therapies
- Most coverage provided outside the United States. See www.bcbsglobalcore.com
- Private-duty nursing in a Home Setting only
- Routine eye care (Adult)

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(9 months of in-network pre-natal care and a hospital delivery)

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Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$1,650
Copayments	$0
Coinsurance	$1,400
What isn't covered	
Limits or exclusions	$70
The total Peg would pay is	**$3,070**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$1,650**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$1,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$4,300
The total Joe would pay is	**$5,400**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$1,650**
Specialist coinsurance	**20%**
Hospital (facility) coinsurance	**20%**
Other coinsurance	**20%**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$1,650
Copayments	$0
Coinsurance	$200
What isn't covered	
Limits or exclusions	$10
The total Mia would pay is	**$1,860**

The plan would be responsible for the other costs of these EXAMPLE covered services.

CERTIFICATE OF AVAILABLE RESROUCES
SECTION 5705.412 RC

In the matter of the Master Contract Between the Mathews Local Board of Education and the Mathews Education Association, August 1, 2025, through July 31, 2028:

IT IS HEREBY CERTIFIED that the MATHEWS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, TRUMBULL COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment of expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of the certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: March 6, 2025
As authorized by the Board of Education on February 19, 2025

MATHEWS LOCAL SCHOOL DISTRICT

By _____
President, Board of Education

By _____
Treasurer

By _____
Superintendent