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# **MASTER CONTRACT**

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**Between the**  
**MATHEWS LOCAL BOARD OF EDUCATION**  
**and the**  
**MATHEWS EDUCATION ASSOCIATION**

**August 25, 2015 through August 24, 2018**

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## **PREAMBLE**

In accordance with the policy established by the Mathews Local Board of Education, the following agreement is entered into with the Mathews Education Association.

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 school district. Mutual understanding, cooperation, and communication between the Mathews Local Board of Education, the administration, and the instructional staff will contribute to both the high morale of the staff and the welfare of the children.

## **ARTICLE I**

### **RECOGNITION**

This Agreement is entered into between the Mathews Education Association (hereinafter referred to as "MEA" or the "Association") affiliated with the Ohio Education Association, North Eastern Ohio Education Association and the National Education Association and the Mathews Local School District Board of Education (hereinafter referred to as the "Board"). The provisions of this contract shall be effective August 25, 2015 through August 24, 2018.

#### **1.1 Recognition of the Mathews Education Association**

The board recognizes the MEA, as the exclusive collective bargaining representative of all certified/licensed personnel, excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Dean of Students, Home Tutors, and other positions excluded under O.R.C. 4117. Administrators will not be scheduled to teach classes except for assistant principals who may be scheduled to teach up to .5 of a school day, provided the teaching of the designated number of classes does not reduce or eliminate the teaching position of any MEA member.

#### **1.2 Recognition of the Board**

The MEA recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Mathews Local School District and as the employer of all certificated/licensed personnel of the school system.

**1.3 Recognition of the Superintendent**

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

**1.4 Definitions**

**1.4.1** Teacher - includes any member of the bargaining unit.

**1.4.2** Days – Days under this agreement shall be defined as calendar days.

**1.4.3** Work day – A teacher work day will be as identified on the school calendar.

**ARTICLE II**

**NEGOTIATION PROCEDURES**

**2.1 Purpose and Intent of the Parties**

The purpose of the Association and the Board in entering into this Agreement is to set forth their agreement on salary and fringe benefits and other conditions of employment so as to promote orderly and peaceful relation with the employees, to achieve the highest level of employee performance, and to establish a procedure for negotiations.

**2.2 Scope of Agreement**

**2.2.1** All matters pertaining to wages, hours, or 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 Board and the MEA.

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

**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.

The period of negotiation shall continue for no longer than ninety (90) days.

**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 both parties.

**2.3.2 Exchange of Information**

There shall be free exchange between the two 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; such consultants shall have the right to serve as spokesmen in negotiations.

**2.3.4 Negotiating Team**

The Board and the MEA 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). All negotiations shall be conducted exclusively between said teams.

**2.3.5 Negotiating Meetings**

The negotiation teams shall meet for the purpose of effecting 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. All 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 both 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 the Superintendent of Schools.

### **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 all parties. The terms of the Agreement shall control contradictory individual contract terms.

### **2.3.10 Disagreement**

**2.3.10.1** In the event that the parties are unable to reach agreement within 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 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 (If a Mediator from the FMCS is unavailable, the Board and the MEA will employ on an equally shared basis a mediator selected on an alternate strike basis from a list of seven provided by the American Arbitration Association.)

**2.3.10.2** This is the mutually agreed alternative dispute settlement procedure provided for in O.R.C. 4117.14.

**2.3.11 Right To Strike**

After expiration of the Agreement and the procedure outlined in subsection **2.3.10**, the teachers have retained their rights pursuant to O.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 Section of the Agreement.

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

**2.4.3** The parties will meet within thirty (30) days in teams not to exceed six (6) persons, including any consultants, in an attempt to reach agreement.

**2.4.4** If no agreement is reached, the parties will request a mediator's help following the procedure in 2.3 of the Article.

**ARTICLE III**

**ASSOCIATION RIGHTS**

**3.1** The MEA, as exclusive bargaining agent, 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, providing such use does not conflict or interfere with other scheduled activities in the building. When custodial service, other than regularly scheduled custodial service, is required, the Board may make standard charges as provided in Board policy.
- 3.1.3 The right to use a section of bulletin boards in teachers' lounges normally used for posting notices to teachers for the posting of MEA materials and information pertinent to the instructional process.

### **3.2 President's Use of Conference Period**

The MEA President may use his/her conference period to visit schools in the Mathews School System when necessary; to confer with the Superintendent; or to conduct MEA business that cannot be transacted after the completion of the normal school day.

### **3.3 President/Representative Leave**

- 3.3.1 The MEA President or representative shall, with notification to the Superintendent at least three (3) work days in advance, be granted maximum of eight (8) days leave with pay per school year to conduct the business of or to represent the MEA. For the first two (2) work days, the substitute shall be paid by the Board. For the remainder of the days to a maximum of six (6), the cost of the substitute shall be shared equally by the Board and the MEA.
- 3.3.2 The Board will not be held responsible for meals, lodging, or mileage, or any other costs incurred by the MEA President and/or 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 leave with pay per school year to conduct the business of or to represent the MEA.

**3.4.2** The Board will not be held responsible for meals, lodging, or mileage, or any other costs incurred by the MEA President and/or delegate.

**3.5 MEA Bargaining Rights**

Unless legally required, these rights shall not be granted during the term of this contract to any other teacher organization competing with the MEA to be the bargaining representative.

**ARTICLE IV**

**MANAGEMENT RIGHTS**

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

**4.1.1** Hire, discharge, transfer, suspend and discipline certificated/licensed employees;

**4.1.2** Determine the number of persons required to be employed, laid off, or discharged;

**4.1.3** Determine the qualifications of certificated/licensed employees covered by this contract;

**4.1.4** Determine the starting and quitting time to be worked by its certificated/licensed employees;

**4.1.5** Make any and all rules and regulations;

**4.1.6** Determine the work assignments of its certificated/licensed employees;

**4.1.7** Determine the basis for selection, retention, and promotion of certificated/licensed employees;

**4.1.8** Determine the type of equipment used and the sequence of work processes;

**4.1.9** Determine the making of technological alterations by revising either process or equipment, or both;

**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, or otherwise transfer any or all of its facilities, property, process or work with or to any other entity, or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
  - 4.1.14** The Board will not sub-contract jobs currently assigned to members of the bargaining unit. The Board will not assign work historically and normally performed by certificated/licensed MEA bargaining unit personnel to persons from outside the bargaining unit, nor shall the Board reclassify bargaining unit personnel by designating them as teachers' aides/assistants or library aides/assistants or similar terminology. Trumbull County Board of Education employees shall not replace or displace bargaining unit members. However, the Board shall continue to have the right to house Trumbull County Board of Education special education units;
    - 4.1.14.1** A full-time certified/licensed librarian will be assigned to the high school and will be in charge of overseeing the operation of all libraries within the District.
  - 4.1.15** Grade level and building assignments shall be administrative decisions;
  - 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 his staff have the responsibility of carrying out such policy.
- 4.2** Except as specifically limited by this contract, the Board, on its own behalf and on the behalf of the electors of the 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 V**

### **NO STRIKE CLAUSE**

- 5.1** Neither the Mathews Education Association (MEA), its agents or the teachers represented by the MEA, shall engage in, assist in, sanction or approve any strikes, slow downs, withholding of services, or any other concerted effort which interferes with, impedes, or impairs the normal operation of the schools for the duration of this contract.
- 5.2** If the MEA or any officer or agent of the MEA, engages in, advocates, or supports a strike or any concerted activity whose purpose is to disrupt the activities of the school district, or if the majority of the members of the bargaining unit actually engage in such a strike or concerted activity, the Board may consider such participation in a strike or action to disrupt the education of children as grounds and just cause for the imposition of discipline or penalties which may include dismissal. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available under the law, to seek injunctive relief and damages against the MEA, its officers, the OEA, and its agents.

## **ARTICLE VI**

### **SAVINGS CLAUSE**

- 6.1** If any provision of this Agreement, or application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement. Either party may request negotiation about the effects of any provision being rendered or declared invalid, unlawful or not enforceable. Such negotiations will be pursuant to Article II (2.4).

**ARTICLE VII**  
**EFFECTS AND DISTRIBUTION**

- 7.1** This contract supersedes and cancels all previous agreements, whether verbal or written or based on alleged past practices, and represents the full and complete commitments between parties.
- 7.2** The Board and the MEA 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 Board and the MEA each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. However, should there be changes in state and/or federal law, or in Ohio Department of Education rules and regulations which impact upon the contract or working conditions, then negotiation to make appropriate amendment(s) to the contract shall ensue upon written notice by either party of such change, pursuant to Article II (2.4).
- 7.4** After this Agreement is ratified, copies shall be printed by the MEA and distributed to all bargaining unit members. MEA personnel hired thereafter shall also receive a copy. Any subsequent revisions or amendments shall also be printed and distributed to MEA members. The expense of such printing(s) shall be paid for by the MEA. The Board will access copies electronically.

**ARTICLE VIII**  
**AGENCY SHOP**

**8.1 Association Financial Security**

In recognition of the MEA's services to the bargaining unit, all members of the bargaining unit shall either be members of the MEA or share in the financial support of the MEA by paying to the MEA a service fee not to exceed the amount of dues uniformly required of members of the MEA. MEA members may either pay the dues directly to the MEA or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the Board.

**8.2 Fair Share Fee**

The teacher shall either (1) be a member of the MEA paying dues according to its structure; or (2) pay a service fee for representation in an amount not to exceed the total annual unified dues of the Mathews Education Association/North Eastern Ohio Education Association/Ohio Education Association/National Education Association. All bargaining unit members may remit payments directly to the MEA.

**8.3 Fair Share Provisions**

**8.3.1** Each person in the bargaining unit, after forty-five (45) days of the teacher's work year or after forty-five (45) days of initial employment, must decide whether to become a member of MEA. Each nonmember shall be obligated to pay to the MEA, as a condition of employment, a "Fair Share Fee" for the MEA's efforts as the collective bargaining representative. This obligation does not require any person in the bargaining unit to become a member of the MEA, nor shall the "Fair Share Fee" exceed MEA dues covering the same period of time.

**8.3.2** The deduction of the "Fair Share Fee" by the Treasurer of the Board from the payroll check of the employee and its payment to the MEA shall be automatic and does not require the written authorization of the teacher. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason.

- 8.3.3** By August 1 of each year, the MEA President shall give the Treasurer of the Board a notarized statement as to the amount of the "Fair Share Fee" for the upcoming school year. The MEA shall send a copy of the statement to any member of the bargaining unit upon request.
- 8.3.4** The MEA shall establish and operate a rebate procedure by which unit members obligated to pay a "Fair Share Fee" may recover that portion of their fee which is expended for purposes other than acting as the collective bargaining representative. This rebate procedure must provide the unit member with the opportunity to appeal the MEA's decision to the State Employment Relations Board, and must fully conform to all requirements of federal and state law.
- 8.3.5** The MEA shall provide a copy of its rebate procedure to the Board and shall make this information available to any unit member upon request. The MEA shall also supply the Board and make available to all members, upon request, copies of any changes in its rebate procedure.
- 8.3.6** The MEA shall obtain and make available to all unit members appropriate State Employment Relations Board forms upon which the unit member may challenge the MEA rebate procedure.
- 8.3.7** Any unit member who, because of bona fide religious beliefs or the teachings of a religious organization with which s/he is affiliated, objects to paying the "Fair Share Fee" shall not be required to pay the "Fair Share Fee" in compliance with federal and state law. Any unit member who wishes to avoid paying the "Fair Share Fee" due to religious conviction must apply for an exemption to the State Employment Relations Board. The MEA shall provide forms to apply for this exemption to any interested unit member. The MEA shall place any "Fair Share Fee" from any unit member applying for a religious exemption in escrow until such time as there has been a final adjudication on the exemption, at which time the "Fair Share Fee" and escrowed monies shall either be paid to the MEA or to a mutually agreed on charity pursuant to O.R.C. 4117.09(C).

**8.3.8** The MEA shall indemnify and save the Board, individual Board members, its officers and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article. The Board and the MEA shall negotiate to amend this article if provision becomes invalid, unlawful or unenforceable. The Board may require the MEA to administer the "Fair Share Fee" in a valid, lawful and enforceable manner.

## **ARTICLE IX**

### **ABSENCES AND LEAVES**

#### **9.1 Sick Leave**

- 9.1.1** Teachers shall earn sick leave at the rate of 1-1/4 days per month, to a maximum of fifteen (15) days per year. Accumulation of sick leave shall be limited as follows, based on years employed by the Board:
- As of August 31, 2011, thirty (30) or more years as a Mathews employee - unlimited sick leave accumulation
  - As of August 31, 2011, less than thirty (30) years as a Mathews employee - maximum 366 days

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

If a teacher should drop below the 366 days sick leave cap, sick days shall be added up to 366 days.

The Superintendent may require that a teacher provide the name and address of his/her physician, if treated, together with an authorization allowing the physician to communicate the teacher's ability or inability to work. Sick leave days in excess of five (5) continuous days will be paid only upon submission of a doctor's excuse to support the extended absence within ten (10) working days upon the return to work.



**9.1.2** Sick leave may be used for personal illness or injury; illness, injury, or death in the immediate family; exposure to communicable disease; and illness or disability due to pregnancy. Immediate family will be defined as: spouse, parent, children, brothers, sisters, grandparents, grandchildren, the corresponding in-laws and/or any person with whom the teacher makes his/her home. To attend to the illness, injury, or death of a relative not in the immediate family (as defined above), the employee may use his/her personal leave days, except that when those personal leave days have been exhausted, the employee may use up to three (3) days per year of his/her accumulated sick leave for such absence.

**9.1.3** When a teacher returns to work after using sick leave, s/he shall be placed in his/her same position.

## **9.2 Dependent Care Leave**

**9.2.1** Upon thirty (30) days written notice to the Superintendent, a teacher shall be granted an unpaid leave for the remainder of the year and two additional years, if so desired by the individual to care for a dependent (dependent shall be identified as a member of the immediate family as defined in Article IX; **9.1.2**). The teacher shall notify the Superintendent, in writing, by April 1st of each year of leave, of his/her intention to return so that the Superintendent can arrange for a replacement without disruption of the education of the students.

**9.2.2** The length of the leave must be specified as either for a nine (9) week period, a semester (one-half of the school year), or for a full school year.

**9.2.3** A teacher returning from dependent care leave shall be entitled to all the contractual rights s/he had prior to the leave as if there had been no break in continuous service. The teacher shall have the same seniority, and salary placement as when s/he left unless the teacher had completed 120 days of service in that year and was entitled to an additional year credit of service for such.

**9.2.4** The teacher shall be placed in the same or a similar position for which s/he is certificated/licensed upon return from dependent care leave.

**9.3 Assault Leave**

**9.3.1** Pursuant to, and in accordance with, Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of disability resulting from a physical assault. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of ninety (90) working days.

**9.3.2** An employee shall be granted assault leave according to the following rules:

**9.3.2.1** The incident, resulting in the absence of the employee, must have occurred when on duty during the course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event.

**9.3.2.2** Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, any employee having information relating to such assault, shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.

**9.3.2.3** To qualify for assault leave, the employee shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.

- 9.3.2.4** An employee shall not qualify for payment for assault until the assault leave form and a physician's statement have been submitted to the Superintendent.
- 9.3.2.5** Employees shall not be permitted to accrue assault leave.
- 9.3.2.6** Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code. An employee on assault leave shall reimburse to the Board any salary benefits received under Worker's Compensation.
- 9.3.2.7** Falsification of a statement for assault leave is grounds for disciplinary action.

#### **9.4 Personal Leave**

- 9.4.1** Members of the MEA bargaining unit 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.
- 9.4.2** Forms for personal leave must be filled out to receive salary payment. This form must be signed by the employee before it can be accepted. These forms are available in the school office.
  - 9.4.2.1** A request for a personal leave must be filled out by the member and submitted to the building Principal and/or the Superintendent at least 3 workdays in advance. Exceptions to this rule may be made in emergency situations.
  - 9.4.2.2** 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; however, exceptions may be made for emergency situations upon approval by the Superintendent.

**9.4.2.3** Personal leave days may not be used during the first or last week of school or on a conference day. However, exceptions may be made for emergency situations upon approval by the Superintendent.

**9.5 Sabbatical Leave**

**9.5.1** Upon request, an unpaid sabbatical leave for study and research may be granted by the Board to teachers who have completed five (5) years or more in the school system.

**9.5.2** During any given school year, not more than five percent (5%) of the certificated/licensed staff shall be granted a sabbatical leave.

**9.5.3** Sabbatical leave shall not be granted to one person more often than once every five (5) years.

**9.5.4** Application for sabbatical leave must be made in writing, and addressed to the Superintendent by June 1st of the school year preceding the year the leave is desired. The application shall include a statement of intended use of the leave including the plan for professional growth.

**9.5.5** A teacher returning from sabbatical leave is entitled to return to the position s/he left when s/he took the leave or a similar position for which s/he is certificated/licensed.

**9.5.6** A teacher on sabbatical leave shall be entitled to maintain all insurance provisions during the leave by remitting the payments for the group insurances that the Board paid for the teacher to the Treasurer of the District.

**9.6 Extended Leave of Absence**

Members of the MEA may apply for an unpaid extended leave of absence for personal reasons. Such leave shall be granted, provided:

**9.6.1** The member has seven (7) or more years of continuous service in the Mathews Local School District.

- 9.6.2 The leave is applied for in writing to the Superintendent at least sixty (60) days prior to the commencement of the leave.
- 9.6.3 The length of the leave must be specified as either for a nine (9) weeks period, semester (one-half of the school year) or for a full school year.

**9.7 Severance Pay**

In accordance with Revised Code 124.39, any teacher who qualifies for and retires under the State Retirement System (STRS) may use accumulated sick leave for severance pay in the following manner and under the following guidelines:

- 9.7.1 Accumulated sick leave may be used for the severance pay formula up to the maximum stated in Article 9.1.1.
- 9.7.2 To qualify for severance pay, a teacher must have served the last ten (10) years, inclusive of approved leave of absence, in the service of the Mathews Local School District. Any teacher retiring between May 1 and August 31 must provide written notice to the Treasurer by April 1. A teacher retiring at any other time must provide to the Treasurer at least forty-five days prior written notice.
- 9.7.3 For purpose of eligibility for severance pay, an employee shall not be required to purchase eligible time under STRS provisions to qualify for severance pay as defined herein nor shall they be required to retire prior to 30 years of STRS service.
- 9.7.4 Any teacher who receives severance pay and/or retirement incentives under this contract will receive all payments for severance pay and retirement incentives as follows:

- One-third payable in the October following the retirement;
- One-third payable the second October following the retirement;
- The final one-third payable the third October following the retirement.

Such payment will be made only after:

The teacher requests severance pay in writing to the Board no later than thirty (30) days after the final date of employment.

The teacher has verification from STRS that the teacher has applied for, is eligible for and has accepted Ohio retirement and has ten (10) continuous years of service with Mathews Local School District.

The teacher has submitted his/her written resignation, accepted by the Board, and will not serve in another regular teaching capacity within the school district except as provided by law.

**9.7.5** Any payment for sick leave as described in Section **9.7** herein shall eliminate all unused sick leave accumulated by the teacher. Severance pay shall be paid only once to any teacher.

**9.7.6** In the event that the teacher had indicated, in writing, to the Superintendent that s/he is retiring, but dies prior to retirement or receipt of the severance check, the severance pay check shall be made payable to the teacher's estate.

**9.7.7** Benefits and sick day accumulation will terminate on the effective date of the employee's retirement. All remaining salary that is owed to the employee shall be paid no later than the first pay following the effective date of retirement.

**9.7.8** Opt out provisions shall be paid in full for the previous year if those benefits were waived.

**9.7.9** Severance pay will be calculated using the following formula:

Final contracted salary x .00125 x Number of Sick Days Accumulated according to Article 9.1.1.

- As of August 31, 2011, thirty (30) or more years as a Mathews employee – unlimited sick leave accumulation
- As of August 31, 2011, less than thirty (30) years as a Mathews employee – maximum 366 days.

**9.7.10** The Board of Education shall consider, at their discretion, a Retire/Rehire Program to those who elect to retire. The Rehire contract will be for one year, with subsequent years options at the Board's discretion. Compensation will be calculated at the teacher's column on the pay scale at the 5<sup>th</sup> year of service, minus any costs for health insurance if necessary. It is intended and understood that these provisions shall supersede the salary progression schedule of this agreement as well as the provisions of R.C. 3319.11, 3319.111 and 3317.13 of the Ohio Revised Code, non-renewal being automatic at the end of each school year; disputes arising from this provision shall not be grievable and excluded from the contractual grievance provisions.

**9.7.11** A retiring member may participate in the Mathews Local School District Severance Special Pay Plan if the retiring member meets both of the following requirements:

- The member is 55 years of age or older in the calendar year in which he/she retires.
- The member is entitled to \$1,000 or more severance pay.

If a retiring member is a participant in the Mathews Local School District Severance Special Pay Plan, an employer contribution shall be made on his/her behalf into the Mathews Local School District Severance Special Pay Plan as follows:

- One-third payable in the October following the retirement,
- One-third payable the second October following the retirement,
- And the final one-third payable the third October following the retirement.

## **9.8 Professional Leave**

**9.8.1** Members of the MEA may request professional leave and may have such leave granted as specified below:

**9.8.1.1** Leave request must be submitted, in writing, to the Superintendent.

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

**9.8.2** If a teacher requests or is requested by the Board or Superintendent to attend a professional conference or workshop, the following procedure will be followed:

**9.8.2.1** The teacher will receive release time without loss of pay.

**9.8.2.2** Conference or workshop fees will be paid for by the Board.

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

**9.8.2.4** Upon submission and approval of the appropriate form, expenses for meals and lodging will be paid for by the Board.

**9.8.3** 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.

## **9.9 Sick Leave Bank**

### **9.9.1 Establishment**

**9.9.1.1** The Bank will be operated on a voluntary basis. Each bargaining unit member may contribute one day of his/her accumulated sick leave days to the Sick Leave Bank during the enrollment period. The



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

### **9.9.2 Sick Leave Bank Committee**

A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Mathews Local School District will 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 will be titled the "Mathews Sick Leave Bank Committee" (hereafter referred to as the MSBC). The MSBC shall be composed of the following five (5) persons:

1. Superintendent of Schools of the Mathews Local School District or his/her designee.
2. The Mathews Education Association President or his/her designee.
3. The Mathews Local School District Treasurer or his/her designee.
4. Two bargaining unit members. These members are to be appointed by the Mathews Education Association President. Effort should be made with these appointments to provide one (1) bargaining unit member each from the elementary, and junior/senior high school levels.

**9.9.2.1** Should a vacancy occur on the MSBC, a replacement for the vacant position shall

be appointed by the authority making the original appointment.

**9.9.2.2** The MSBC will meet upon receipt of an application for Sick Leave Bank use to determine member eligibility.

**9.9.2.3** Eligibility will be based upon the following procedures:

- A. Use of days from the Sick Leave Bank will be limited to members who have contributed to the bank.
- B. Sick Leave Bank use will be limited to a catastrophic illness or injury of the bargaining unit member, spouse, or dependent children. A doctor's statement is required with the application to be considered.
- C. Use of the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and any possible sick leave advances.
- D. The maximum number of days that a member may use is 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.

## **9.10 Family and Medical Leave**

**9.10.1** An eligible teacher (i.e., one having been employed at least 12 months and having worked 1,250 hours during the preceding 12 months) may take up to twelve (12) consecutive weeks of unpaid FMLA leave in a twelve (12) consecutive month time frame for 1 or more of the following circumstances:

- A. The birth of an employee's child and to care for the child;
- B. The placement of the child with the teacher for adoption or foster care;
- C. To care for the spouse, child, or parent of a teacher when that family member has a serious health condition;
- D. The teacher's inability to perform the functions of the position because of the teacher's own serious health condition;

- E. Any exigency (as defined in relevant Federal regulations) arising out of the circumstances that the teacher's spouse, son, daughter or parent is on active duty (or has been notified of an impending call/order to active duty) in the Armed Forces to support a contingency operation.

An eligible teacher who is a spouse, son, daughter, parent, or next of kin (i.e., the nearest blood relative) of a covered service member is entitled to up to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member but only during a single twelve (12) month period. Moreover, during such twelve (12) month period described herein, an eligible teacher shall be entitled to a combine total of twenty-six (26) work weeks of leave under this Section and general FMLA. The definition of a covered service member is a member of the Armed Forces of the United States, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, therapy or otherwise in outpatient status or is otherwise on temporary disability retired list, for a serious injury or illness. Serious illness or injury for this purpose is defined as an injury or illness suffered by the service member in the line of duty, while on active duty, in the U.S. Armed Forces that may render him/her medically unfit to perform the duties required of his/her office, grade, rank, or rating.

- 9.10.2** The twelve (12) month period for FMLA use is a rolling twelve (12) month period measured backward from the date the employee 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 employee 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.

- 9.10.3** Excluding the first twenty-four (24) days of leave, an eligible teacher shall be required to substitute any of his/her available paid leaves hereunder during the FMLA qualifying leave with the appropriate reduction of the maximum-eligibility.
- 9.10.4** During the period of an FMLA leave, the teacher shall not accrue sick leave, vacation time, nor other benefits unless on a paid leave that is run concurrently with an FMLA leave. Seniority, however, will not be affected and the use of FMLA will not be considered a break in service.

## **ARTICLE X**

### **WORKING CONDITIONS**

#### **10.1 School Year**

The school year shall consist of 183 teacher work days to be scheduled as follows:

- 10.1.1** 180 days for instruction which shall include two (2) days for parent-teacher conferences for grades K-12.
- 10.1.2** Two and one-half (2-1/2) days for orientation and in-service training. At least one of those days will be held prior to the first day of instruction and one-half day subsequent to the last day of instruction.
- 10.1.3** One-half (½) day for records and reports subsequent to the last day of instruction.
- 10.1.4** In accordance with the HB 59 and ORC 3313.48 the minimum number of hours that a school district must be open for instruction during a school years are:
- 910 hours for students in full-day kindergarten through Grade 6:
- 1,001 hours for Grades 7-12
- 10.1.5** Excess hours over the state instructional minimum missed due to calamity in a school years 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 will be made up by the district.
- 10.1.7** The Association shall have input into which days may be used for make-ups when not meeting the state minimum.

## **10.2 School Day**

- 10.2.1** 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** Building Principals may schedule one 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**.
- 10.2.3** Students will be given early dismissal, and teachers will work in their schools for the remainder of the work day, one day at the end of each nine-week grading period. The time shall be used to update records and prepare grade reports.

## **10.3 Parent/Teacher Conferences**

- 10.3.1** Parent/Teacher Conferences will be held twice a year throughout the district with the dates established as part of the school calendar. The fall conferences will be held on the Wednesday or Thursday of the week before Thanksgiving from 2:30-8:30 p.m. for grades 7-12; 3:00-9:00 p.m. for grades K-6 with school not scheduled for the Wednesday before Thanksgiving. The spring conferences will be held on the Wednesday or Thursday of the week before the scheduled four-day weekend in February from 2:30-8:30 p.m. for grades 7-12; 3:00-9:00 p.m. for grades K-6 with school not scheduled for the Friday before Presidents' Day. Students will 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 will cooperate in scheduling a conference with the parent during the teacher's work day.

- 10.3.2 Should any Parent/Teacher conference day be cancelled by a calamity, the Superintendent will immediately reschedule it, providing at least fourteen (14) days notice.

#### **10.4 Floating Teachers**

- 10.4.1 Floating teachers shall be the least senior teacher who does not have a permanent classroom. Those least senior employees who teach subjects that require specific facilities for instruction, as determined by the building principal, shall not be floating teachers.

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

#### **10.5 Home Base**

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

#### **10.6 Health and Safety Conditions**

- 10.6.1 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 will authorize regular and thorough inspections of water, heating, plumbing, and electrical systems.

- 10.6.2 If there are malfunctions of the heating, or plumbing, or 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 administration will take the appropriate steps to send students home and dismiss the staff.

- 10.6.3 When working conditions in any building are deemed to be unhealthful or unsafe by the building administrator, the administrator shall take steps to

have students and staff transferred to another building or sent home.

- 10.6.4** After students are sent home, the teaching staff is not required to remain on duty.

## **10.7 Responsibilities and Duties of Teachers**

- 10.7.1** All teachers shall have a 7-1/4 hour 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.

**10.7.1.1** All teachers shall have a minimum of 200 minutes of planning/conference time per week, in addition to travel time.

**10.7.1.2** All teachers not required to travel between buildings shall have at least 200 minutes per week of planning/conference time scheduled during the student day.

**10.7.1.3** The Association and Administration shall work together to develop a common planning time for grade level or department planning time.

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

- 10.7.3** Teachers should leave classrooms only in emergency situations.

- 10.7.4** Teachers will be furnished a schedule by the Principal stating his/her teaching assignment.

- 10.7.5** Lesson plans will be submitted to the building Principal on Friday or the last workday of the week.

- 10.7.6** If the teacher is absent, plans are to be turned in upon the teacher's return to school.
- 10.7.7** Each teacher shall prepare and follow a daily schedule.
- 10.7.8** 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.
- 10.7.9** Teachers shall keep their classes in session each day during school hours.
- 10.7.10** Teachers shall exercise care for all school property and equipment entrusted to them.
- 10.7.11** Teachers shall be responsible for the orderly deportment of their pupils and with appropriate support from administrators.
- 10.7.12** Teachers shall give reasonable assistance to pupils in their studies when making up work.
- 10.7.13** 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.
- 10.7.14** 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.
- 10.7.15** Teachers' appearance shall be professional.
- 10.7.16** Except in an emergency, elementary teachers will not be required to monitor students while students are eating lunch.
- 10.7.17** 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.

## **10.8 Personnel File**

**10.8.1** 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 his/her file:

**10.8.1.1** Completed application form

**10.8.1.2** Copy of current teaching certificates/licenses

**10.8.1.3** Complete current official transcripts

**10.8.1.4** Current withholding federal and state income tax forms

**10.8.1.5** Current hospitalization insurance status

**10.8.1.6** Previous official record of accumulated sick leave days

**10.8.1.7** Official record of previous years of teaching or administrative experience

**10.8.1.8** Official copy of discharge from military service, where applicable

**10.8.1.9** Credentials and other letters of recommendation.

**10.8.2** 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 member shall be provided a copy of any document contained in such file.

**10.8.3** 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 will attempt to provide the teacher notice of the request immediately.

- 10.8.4** Information contained in the file relevant to matters such as described in O.R.C. 3319.16 will be maintained in the files for a period of five (5) years. Pursuant to O.R.C.1347, all information will be maintained with such accuracy, relevance, timeliness, and completeness as to insure fairness in determinations based on the use of the information. Any material found to be false or inaccurate shall be removed from the file.
- 10.8.5** 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 will initial and date his/her file after reviewing. No anonymously signed material shall be placed in a teacher's file nor shall such materials be retained by the administration. The administration shall not acknowledge calls of complaint about MEA members from anonymous sources.

## **10.9 Teacher Evaluation for OTES Members**

- 10.9.1** For Ohio Teacher Evaluation System (OTES) teachers, the Board Adopted Policy for standard's based teacher evaluation will be included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.
- 10.9.2** Any revisions to the Standard's Based teacher evaluation must be reviewed by the Board and Association prior to implementation in accordance with the law.
  - 10.9.2.1** The Association and the Board agree to establish a joint Mathews Evaluation Review Committee (MERC). The purpose of the committee will be to collaboratively recommend revision to the Board's Standard's-Based evaluation system and its related guidelines, and to annually review the effectiveness of the system, including improvement and remediation

plans and for the application of evaluation instruments for the teachers of the district. The annual review will be completed prior to the beginning of each schools year's evaluation cycle.

**10.9.2.2** The MERC shall be comprised of 4 MEA members appointed by and including the Association president as well as representatives of the elementary, junior high, and high school. Four (4) members shall be appointed by and include the Superintendent and administrators from each building.

**10.9.3 The evaluation for Non-OTES members will be in accordance with the law.**

**10.9.3.1** Employees holding limited contracts will be evaluated in accordance with ORC 3319.111.

**10.9.3.2** Members holding continuing contacts shall receive at least one (1) evaluation every third year following at least one (1) thirty (30) minute observation. The observations shall be conducted between September 15 and May 1.

**10.9.3.3** Guidance Counselors, Librarians, Nurses, Speech/Language Pathologists, and Non-OTES teachers will be observed and evaluated with a Performance Checklist and Appraisal Report.

**10.9.3.3.1** Before implementation of any new standard's based framework for the evaluation of Non-OTES members, the MERC will review the state mandates.

**10.9.3.4** While classrooms/offices may be visited anytime, observation members will receive at least two days' notice of a formal observation.

**10.9.3.5** Each formal observation shall be followed by a conference with the observer within (10) days to review the checklist except in circumstances beyond the control of the evaluator or member.

**10.9.3.6** Should deficiencies be identified in the written appraisal, the administrator shall make written recommendations for correcting deficiencies.

**10.9.3.7** Each Evaluation shall be in writing and shall be signed by the Administrator and the Non-OTES member. The member will be provided with a copy and will have the right to attach a rebuttal/comments within (5) days.

## **10.10 Fair Dismissal**

**10.10.1** Non-renewal of limited contracts shall be pursuant to O.R.C. 3319.11.

**10.10.2** Before non-renewing a limited contract of a teacher employed for more than four (4) years for performance reasons, the teacher shall be made aware of professional problems or deficiencies. Conferences will be held throughout the school year at least three times to discuss progress or lack of progress in these areas. Teachers may elect to have an MEA representative present at the conferences. Failure to correct professional problems or deficiencies after notice shall be just cause for termination of teaching contracts pursuant to O.R.C. 3319.16.

**10.10.3** Non-renewal of limited contracts for teachers with five (5) or more years seniority shall be for failure to correct professional problems or deficiencies.

## **10.11 PTO Participation and Open House**

**10.11.1** Attendance at PTO meetings is voluntary.

**10.11.2** 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 will 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 building will be required to participate in only one Open House.

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

**10.12 In-School Substitution and Compensation**

**10.12.1** A teacher required to substitute during his/her contractual planning time shall be compensated at the rate of \$21.50 per hour or prorated for any portion thereof.

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

**10.13 Vacancies, Postings, and Transfers**

**10.13.1** A vacancy occurs when the Board determines to fill the position of a member who leaves his/her position for any of the following reasons:

**10.13.1.1** Death of a bargaining unit member

**10.13.1.2** Retirement of a bargaining unit member

**10.13.1.3** Resignation of a bargaining unit member

**10.13.1.4** Termination of a bargaining unit member's contract

**10.13.1.5** Nonrenewal of a bargaining unit member's contract

**10.13.1.6** Creation or restoration of a bargaining unit position

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

**10.13.2** Position vacancies shall be posted for at least ten (10) days. Bargaining unit members shall receive notification in summer paychecks when vacancies occur during summer recess.

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

**10.13.4** All bargaining unit members who apply shall be interviewed by the Superintendent or his designee and shall be considered for the position(s) before the vacancies are offered to new applicants. In the event a member is not afforded a requested vacancy, the member upon request to the Superintendent, will be provided in writing the reasons(s) for the denial. If the member is not satisfied with the Superintendent's response, the member may appeal to the Board of Education no later than fourteen (14) days after the receipt of the Superintendent's answer. The Board of Education shall meet with the member at a scheduled Board meeting, and one teacher employed by the Board who is a member of the MEA or OEA Labor Relations Consultant(s), and shall deliver to the member a written statement of position not later than fourteen (14) days after such conference with the Board.

**10.13.5** If the voluntary applicant system does not result in all vacancies being filled, the Board will 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.

**10.13.6** This procedure shall apply to all vacancies occurring before August 10<sup>th</sup> of each year.

**10.14 Access to Telephone**

Members of the bargaining unit 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 the bargaining member(s).

**10.15 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.

#### **10.16 Travel Reimbursement**

Members of the bargaining unit 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 with payment made semi-annually.

#### **10.17 Teachers' Contracts**

**10.17.1** Teachers' contracts shall be written and shall specify the type and term of the contract (limited or continuing, full-time, or part-time, one or two year), the school year, the name of the teacher, and his/her base pay.

**10.17.2** Any teacher hired by the Mathews Local Schools shall receive a one-year limited teaching contract for his/her first year. If renewed, the second contract shall also be a one year, limited contract. All limited contracts awarded after the second year shall be for two years, unless the contract is a one-year extended limited contract pursuant to O.R.C. 3319.11. This procedure applies to those teachers with at least a bachelor's degree and at least a provisional certificate/license.

**10.17.3** Issuance, renewal, nonrenewal and termination of teachers' contracts shall be in accordance with O.R.C. 3319 unless modified by this Agreement.

#### **10.18 Reduction In Force**

The Board may reduce staff in accord with the provisions of O.R.C. 3319.17 and generally shall do so as follows:

##### **10.18.1 Seniority List**

All teachers in the Mathews Local Schools shall be placed on seniority lists compiled by the Superintendent for each area of certification/licensure.

## **10.18.2 Suspension of Contracts**

**10.18.2.1** Before implementing a reduction in force by the suspension of limited contracts, the Board shall give written notice stating the number of positions to be reduced to the MEA through its President, before April 1st. The MEA shall be given the opportunity at the April board meeting to address the Board in an open meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.

**10.18.2.2** Before identifying any teachers to specifically be reduced, the Board will utilize attrition to limit the number of teachers to be affected by the RIF. Reductions not achieved through attrition will be made by suspending limited contracts of employment within each teaching field affected before suspending continuing contract teachers which shall be in compliance with O.R.C. 3319.17.

**10.18.2.3** Except as otherwise required to comply with State (O.R.C. 3319.17) and Federal laws relating to employment decisions, limited contract teachers will be selected for suspension on the basis of seniority and certification/licensure regardless of the length of one's current contract. A teacher selected by virtue of least seniority in a specific teaching area to be reduced may displace another bargaining unit member with less seniority in another area of certification/licensure held by that teacher.

**10.18.2.4** Teachers selected for suspension shall be placed upon a reduction in force list compiled from the seniority list described above. Limited contract teachers whose contracts are non-renewed for reasons other than RIF shall not be placed on the reduction in force list.



**10.18.2.5** 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:

**10.18.2.5.1** The earlier date of the board meeting at which the teacher was hired, and then by

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

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

**10.18.2.7** 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. Transfers may occur unless a teacher on the RIF list is blocked from being recalled as a result of the transfer.

**10.18.2.8** The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at his/her 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.

**10.18.2.9** 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.

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

**10.18.3 Availability of Seniority and RIF Lists**

**10.18.3.1** 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.

**10.18.3.2** Nothing contained in this article will in any way affect, or detract from the rights guaranteed by ORC 3319.17 to a Board

of Education or teachers on continuing contracts.

**10.19 Local Professional Development Committee**

- 10.19.1** As required by SB230, a local professional development committee shall be established for the Mathews Local School District by August 15, 1998. The Mathews Education Association and the Mathews Board of Education shall be full and equal partners in the planning, development, and implementation of the law. In accordance with the law, a majority of the members of the Mathews Local Development Committee shall be teachers in the Mathews Local School District.
- 10.19.2** The 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 District, and any other requirements set forth in SB 230.
- 10.19.3** When determined by the Committee, members shall have paid release time for training, records review, and other such matters that concern the Committee in the execution of their duties under the law up to a maximum of five (5) days.
- 10.19.4** When the use of release time is exhausted or the Committee deems it in the best interest of the Committee, meetings may be held after the normal workday. Members shall be compensated at the rate of fifteen dollars (\$15.00) per hour for such meetings with payment made annually.
- 10.19.5** At the close of each school year, the chairperson shall submit a report to the Mathews Board of Education outlining the Committee's activities during the preceding year.

## **10.20 Class Size**

The Board and the Association are cognizant that overcrowded classroom conditions are not conducive to excellence in teaching nor 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.

## **10.21 Drug Free Workplace**

Effective August 24, 2011, a drug-free workplace program, including a drug screening program, shall be in effect for all bargaining unit members. 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 D**. Drug screening costs will be paid for by the Board of Education.

# **ARTICLE XI**

## **GRIEVANCE PROCEDURES**

### **11.1 Purposes**

It is the intent of the Board and the MEA 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 contract. 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 contract.

**11.2.2** "Days" shall refer to calendar days; however, if the immediate supervisor is not in attendance, the days

shall not begin until his/her return. The number of days at each step will be considered the maximum.

- 11.2.3** A “grievant” is the teacher or teachers 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 in the Appendix of this Agreement shall be utilized for all grievances.
- 11.3.2** A teacher may submit grievances which affects him/her 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" will 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 his/her 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 **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 or break periods. All reasonable efforts will 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 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 his designated representative shall meet within seven (7) days with the grievant and one 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 of Education no later than ten (10) days after the receipt of the answer under Step Three. The Board of Education shall meet at its next regularly scheduled Board meeting with the grievant and one 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**

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 President of the MEA. 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.

**11.4.5.1 Arbitration:** The arbitrator shall be empowered only to base his decision upon some specific Article and Section of the Negotiated Agreement, and shall have no power to add to, subtract from, disregard, alter, or modify this Negotiated Agreement by implication or otherwise. He 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 violation of the terms of this Agreement.

**11.4.5.2 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.

**11.4.5.3 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.

**11.4.5.4 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 XII

### COMPENSATION AND RELATED BENEFITS

#### 12.1 Pay Periods

**12.1.1** Members of the MEA bargaining unit shall receive their pay by direct deposit in twenty four (24) equal installments electronically transferred on the 5<sup>th</sup> and 20<sup>th</sup> of each month into an account of the employee'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 Members of the MEA bargaining unit 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

- 12.2.2 All bargaining unit members 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 4 employees is required to add additional providers who agree to sign the district's plan documents. Changes to deductions may be made at any time throughout the year by providing the Treasurer's office with at least 30 days notice of changes using the approved salary reduction agreement adopted as a part of the district's 403(b) plan document

## 12.3 Hospitalization, Surgical, and Major Medical

- 12.3.2 The Board shall provide Preferred Provider Plans as follows:

- 12.3.2.1 Bargaining unit members employed on or before July 1, 2008, wanting health insurance coverage, including prescription drug coverage, will choose from the PPO plans as offered by the Consortium and shown in **Appendix E**. Such eligible bargaining unit members choosing coverage will contribute as follows:

During the Agreement PPO-1 will contribute 10% and PPO-2 will contribute 10%. While bargaining unit members choosing PPO-3 will pay no premium costs. Bargaining unit members employed after July 1, 2008, will choose from PPO-2 or PPO-3. Such bargaining unit members choosing PPO-2 will contribute 10% of the monthly premium costs by payroll deduction, while bargaining unit members choosing PPO-3 will pay no premium costs. Any subsequent change from one of the PPO plans may be made only during the annual open enrollment period or in response to a major change recognized by the insurer as "catastrophic" such as due to the death of a spouse, divorce, marriage, etc. Eligible bargaining unit members employed after July 1, 2008, may change between PPO-2 or PPO-3 only. Upon effecting this change, the employee shall pay the required percent of the monthly premium costs each month by payroll deduction. The amount of the monthly premium cost to the employee will not exceed 10% of the premium for PPO-1 or 10% of the premium for PPO-2. Part time employees (those employed .5 F.T.E. or more) shall receive such coverage on a pro-rata board share basis based upon a 7.25 hour workday.

**12.3.2.2** If the Board receives a premium holiday from the Consortium, the amount of the employee contribution of the premium holiday will be passed on to the participating employees.

**12.3.2.3** The level of healthcare benefits for the overall plan shall not be lessened for the term of the contract. If the benefit levels for any of the plans described herein become enriched during the life of the current Agreement, such enriched benefit levels shall apply to bargaining unit members enrolled in the particular plans.

- 12.3.2.4** 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 will allow eligible bargaining unit members 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.
- 12.3.2.5** Eligible bargaining unit members selecting PPO-2 or PPO-3 will also receive health reimbursement accounts (HRA) with the Consortium for utilization in accord with the IRS regulations. These HRA's will be funded by the Board to the maximum permitted by the individual PPO plan of the Consortium, chosen by the bargaining unit members as long as the member continues in the particular PPO.
- 12.3.2.6** Spousal coverage under any of the three PPO alternatives will 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 \$100.00/month or less for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer during the employer's next open enrollment period in order for the bargaining unit member 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 discharge.

**12.3.2.7** Bargaining unit members who have a spouse who is both employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from his/her respective employing district or may select family coverage from the District where the employee with the earliest birth date in the year is employed (i.e., the birthday rule).

**12.3.2.7.1** The bargaining unit member and his/her 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 bargaining unit members 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 bargaining unit member and covered dependents must participate by completing assessment questionnaires and/or participate in routine testing procedures. Although bargaining unit members will 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 will not be mandatory.

**12.3.2.9** The Association, OAPSE, and the Board will each identify a representative, no later than October 1 each year of the contract to serve on a local insurance committee to provide research and input to the

Trumbull County Schools Insurance Consortium.

**12.3.2.10** The Association President or his/her designee shall be given release time to attend all local insurance committee meetings and any Trumbull County Insurance Consortium meetings whenever plan development and/or bids are being discussed. This release time will be treated as President/ Representative leave as noted in **Article 3, Item 3.3**. When possible, before requesting a substitute, Association members will 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 bargaining unit member, his/her spouse, and eligible dependent children, equivalent to the Trumbull County Group Plan in effect, shown in **Appendix F**, subject to the terms of the insurance contract with a carrier selected by the Board. Part time employees (those employed .5 F.T.E. or more) shall receive such coverage on a pro-rata basis, based upon a 7.25 hour workday.

#### **12.5 Life Insurance**

The Board shall provide, at Board expense, term life insurance as follows for all members of the MEA bargaining unit. The schedule of benefits is:

\$40,000 Group Term Life Insurance  
\$40,000 Accidental Death and Dismemberment

#### **12.6 Vision Care Insurance**

The Board agrees to provide basic vision care insurance to each eligible bargaining unit member, his/her spouse, and eligible dependent children, equivalent to the Trumbull County Group Plan in effect, shown in **Appendix G**, subject to the terms of the insurance contract with a carrier selected by the Board.

Part time employees (those employed .5 F.T.E. or more) shall receive such coverage on a pro-rata basis, based upon a 7.25 hour workday.

**12.6.1** The district's optional vision plan is offered through the Trumbull County School Employee Insurance Consortium. Employees may choose this option or the basic vision option. For the Optional plan, employees will receive cred for the Board share of premiums on the Basic Vision plan as they have enrolled; Single or Family. The Board share will be paid toward the Premium on the new optional plan with the employee paying the difference in cost through payroll deduction.

## **12.7 Insurance While On Unpaid Leave**

Whenever a member of the MEA bargaining unit is on a Board approved unpaid leave of absence, s/he shall have the right to retain participation in any of the insurance benefit programs. Members who choose to do so shall pay the premium amount for such insurance coverage by cash or check to the District Treasurer or designated third party no later than the 23<sup>rd</sup> 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 bargaining unit members 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 he/she was eligible to be paid during the month of September if the coverage is not used during the entire preceding year. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Employees Insurance Consortium as part of family coverage are not eligible for the "opt out."

**12.8.2** Bargaining unit members who choose to forego dental or vision coverage for a full year of the contract 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** Bargaining unit members must inform the District Treasurer by August 10<sup>th</sup> of each contract year as to the insurance option they are selecting for rebate, if any.
- 12.8.4** If a bargaining unit member is hired at any time after August 10<sup>th</sup>, s/he shall be afforded insurance rebates on a pro-rata basis.
- 12.8.5** Members 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:**

2015-2016      \$30,189 (0.5%)

2016-2017      \$30,793 (2%)

2017-2018      Each bargaining unit member shall receive a stipend.

Teachers Step 0-13 will receive \$750.00 payable in 2 (two) \$375.00 payments. Teachers Step 14-30 will receive \$1000.00 payable in 2 (two) \$500.00 payments.

The first payment shall occur the first pay in November. The second payment shall occur the first pay in May.

- 12.9.2** Each member of the bargaining unit shall be placed and advanced on the salary schedule according to his/her individual training and experience.
- 12.9.3** Bargaining unit members 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 18 semester hours earned thereafter.
- 12.9.5** Bargaining unit members with a Master's degree shall be placed on the M.A. column.

- 12.9.6** Bargaining unit members with a Master's degree and at least an additional 18 semester hours earned thereafter shall be placed on the M.A. + 18 column.
- 12.9.7** Bargaining unit members with a Master's degree and at least an additional 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 hour will be credited at 2/3 of a semester hour.

**12.10 Co-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 and will be assigned with additional compensation paid as a percentage of the base salary for that current year. Payment shall be made in two equal installments, one in January and one in June.

**12.10.2.1 High School Band**

High school instrumental  
music teacher 15.0%

**12.10.2.2 Middle School Band**

Middle school instrumental  
music teacher 5.0%

**12.10.2.3 High School Chorus/Chorale**

High school vocal/  
choral music teacher 7.5%

**12.10.2.4 Middle School Chorus**

Middle school vocal/  
choral music teacher 5.0%



**12.10.2.5 Elementary Music Director**  
Elementary music teacher 4.0%

**12.10.2.6 High School Yearbook Advisor**  
Yearbook Teacher 6.0%

**12.10.2.7 MHS District Website Coordinator**  
Web Design Teacher 6.0%

**12.10.3** Job descriptions will 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 will be decreased proportionally.

**12.10.4** If a specific duty is required, the necessary fees, equipment and transportation will be provided, whether by the students, the community or the school district. Should the school district 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 will not be based on failure to perform the duty.

**12.11 Employee Children Tuition Waiver**

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

**12.12 Tuition Reimbursement**

The Board shall reimburse members of the MEA the costs of tuition for college work approved by the Superintendent or LPDC 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 member will be at 50% of their cost but not to

exceed \$2,000.00 per individual per year. Reimbursement will be made once a year in September. The total reimbursement from the Board of Education shall not exceed \$22,000 per year. In the event that the total amount requested exceeds \$22,000, the Treasurer shall compute a pro-rated distribution based on the total tuition cost after all teachers' submit requests for such reimbursement.

**12.12.1** In the event that the maximum of \$22,000 per year is not reached by all members requesting initial reimbursement, individuals whose total tuition cost exceeds \$4,000.00 will be eligible for secondary reimbursement at 50% of their excess tuition costs not to exceed an additional \$1,000 per individual. If the secondary reimbursements result in exceeding the \$22,000 maximum, the Treasurer shall compute a pro-rated distribution based on the secondary tuition costs only.

### **ARTICLE XIII**

#### **CONSOLIDATION, MERGER AND ASSIGNMENT**

The Board will not enter into any merger, consolidation or assignment with any other school district which would result in the suspension of any teachers currently employed by the Mathews Local Schools.

SIGNATURES TO THE AGREEMENT

Mathews Local School District



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President, Board of Education



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Superintendent



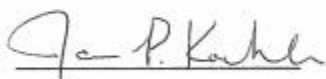
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Treasurer



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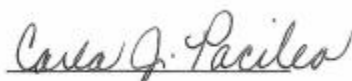
Board Rep Bargaining Team Member



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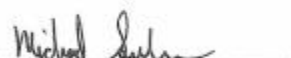
Board Rep Bargaining Team Member

Mathews Education Association



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President, MEA



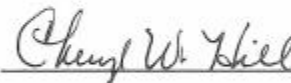
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MEA Bargaining Team Member



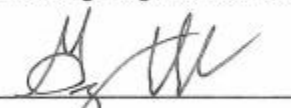
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MEA Bargaining Team Member



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MEA Bargaining Team Member



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MEA Bargaining Team Member

APPENDIX A

.5%

**Mathews Local Schools Salary Schedule  
2015 - 2018**

| Step | 2015-2016<br>BA  | Base<br>BA+18    | 30189<br>MA      | MA+18            | MA+30            | Step |
|------|------------------|------------------|------------------|------------------|------------------|------|
| 0    | 31095<br>1.03    | 32302<br>1.07    | 33510<br>1.11    | 34717<br>1.15    | 35925<br>1.19    | 0    |
| 1    | 32453<br>1.075   | 33510<br>1.110   | 34868<br>1.155   | 36227<br>1.200   | 37585<br>1.245   | 1    |
| 2    | 33510<br>1.110   | 34717<br>1.150   | 36227<br>1.200   | 37736<br>1.250   | 39246<br>1.300   | 2    |
| 3    | 34566<br>1.145   | 35925<br>1.190   | 37283<br>1.235   | 39246<br>1.300   | 40906<br>1.355   | 3    |
| 4    | 35623<br>1.180   | 36982<br>1.225   | 38642<br>1.280   | 40755<br>1.350   | 42566<br>1.410   | 4    |
| 5    | 36680<br>1.215   | 38038<br>1.260   | 39699<br>1.315   | 42265<br>1.400   | 44227<br>1.465   | 5    |
| 6    | 36831<br>1.2200  | 38944<br>1.2900  | 41057<br>1.3600  | 43170<br>1.4300  | 45284<br>1.5000  | 6    |
| 7    | 38189<br>1.2650  | 40453<br>1.3400  | 42717<br>1.4150  | 44982<br>1.4900  | 47246<br>1.5650  | 7    |
| 8    | 39548<br>1.3100  | 41963<br>1.3900  | 44378<br>1.4700  | 46793<br>1.5500  | 49208<br>1.6300  | 8    |
| 9    | 40906<br>1.3550  | 43472<br>1.4400  | 46038<br>1.5250  | 48604<br>1.6100  | 51170<br>1.6950  | 9    |
| 10   | 42265<br>1.4000  | 44982<br>1.4900  | 47699<br>1.5800  | 50416<br>1.6700  | 53133<br>1.7600  | 10   |
| 11   | 43925<br>1.4550  | 46793<br>1.5500  | 49661<br>1.6450  | 52529<br>1.7400  | 55397<br>1.8350  | 11   |
| 12   | 45585<br>1.5100  | 48604<br>1.6100  | 51623<br>1.7100  | 54642<br>1.8100  | 57661<br>1.9100  | 12   |
| 13   | 47246<br>1.5650  | 50416<br>1.6700  | 53585<br>1.7750  | 56755<br>1.8800  | 59925<br>1.9850  | 13   |
| 14   | 48906<br>1.6200  | 52227<br>1.7300  | 55548<br>1.8400  | 58869<br>1.9500  | 62189<br>2.0600  | 14   |
| 18   | 50567<br>1.6750  | 54038<br>1.7900  | 57510<br>1.9050  | 60982<br>2.0200  | 64454<br>2.1350  | 18   |
| 22   | 51,967<br>1.7300 | 55,572<br>1.8500 | 59,177<br>1.9700 | 62,782<br>2.0900 | 66,386<br>2.2100 | 22   |
| 26   | 54038<br>1.7900  | 57812<br>1.9150  | 61586<br>2.0400  | 65359<br>2.1650  | 69133<br>2.2900  | 26   |
| 30   | 54944<br>1.82    | 58718<br>1.945   | 62793<br>2.080   | 66567<br>2.205   | 70340<br>2.330   | 30   |

**Mathews Local Schools Salary Schedule  
2015 - 2018**

| Step | 2016-2017<br>BA | Base<br>BA+18   | 30793<br>MA     | MA+18           | MA+30           | Step |
|------|-----------------|-----------------|-----------------|-----------------|-----------------|------|
| 0    | 31717<br>1.03   | 32949<br>1.07   | 34180<br>1.11   | 35412<br>1.15   | 36644<br>1.19   | 0    |
| 1    | 33102<br>1.075  | 34180<br>1.110  | 35566<br>1.155  | 36952<br>1.200  | 38337<br>1.245  | 1    |
| 2    | 34180<br>1.110  | 35412<br>1.150  | 36952<br>1.200  | 38491<br>1.250  | 40031<br>1.300  | 2    |
| 3    | 35258<br>1.145  | 36644<br>1.190  | 38029<br>1.235  | 40031<br>1.300  | 41725<br>1.355  | 3    |
| 4    | 36336<br>1.180  | 37721<br>1.225  | 39415<br>1.280  | 41571<br>1.350  | 43418<br>1.410  | 4    |
| 5    | 37413<br>1.215  | 38799<br>1.260  | 40493<br>1.315  | 43110<br>1.400  | 45112<br>1.465  | 5    |
| 6    | 37567<br>1.2200 | 39723<br>1.2900 | 41878<br>1.3600 | 44034<br>1.4300 | 46190<br>1.5000 | 6    |
| 7    | 38953<br>1.2650 | 41263<br>1.3400 | 43572<br>1.4150 | 45882<br>1.4900 | 48191<br>1.5650 | 7    |
| 8    | 40339<br>1.3100 | 42802<br>1.3900 | 45266<br>1.4700 | 47729<br>1.5500 | 50193<br>1.6300 | 8    |
| 9    | 41725<br>1.3550 | 44342<br>1.4400 | 46959<br>1.5250 | 49577<br>1.6100 | 52194<br>1.6950 | 9    |
| 10   | 43110<br>1.4000 | 45882<br>1.4900 | 48653<br>1.5800 | 51424<br>1.6700 | 54196<br>1.7600 | 10   |
| 11   | 44804<br>1.4550 | 47729<br>1.5500 | 50654<br>1.6450 | 53580<br>1.7400 | 56505<br>1.8350 | 11   |
| 12   | 46497<br>1.5100 | 49577<br>1.6100 | 52656<br>1.7100 | 55735<br>1.8100 | 58815<br>1.9100 | 12   |
| 13   | 48191<br>1.5650 | 51424<br>1.6700 | 54658<br>1.7750 | 57891<br>1.8800 | 61124<br>1.9850 | 13   |
| 14   | 49885<br>1.6200 | 53272<br>1.7300 | 56659<br>1.8400 | 60046<br>1.9500 | 63434<br>2.0600 | 14   |
| 18   | 51578<br>1.6750 | 55119<br>1.7900 | 58661<br>1.9050 | 62202<br>2.0200 | 65743<br>2.1350 | 18   |
| 22   | 53272<br>1.7300 | 56967<br>1.8500 | 60662<br>1.9700 | 64357<br>2.0900 | 68053<br>2.2100 | 22   |
| 26   | 55119<br>1.7900 | 58969<br>1.9150 | 62818<br>2.0400 | 66667<br>2.1650 | 70516<br>2.2900 | 26   |
| 30   | 56043<br>1.82   | 59892<br>1.945  | 64049<br>2.080  | 67899<br>2.205  | 71748<br>2.330  | 30   |

**Mathews Local School District  
Guidance Counselor Observation Checklist**

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**I. Guidance Observation:**                      **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

- \_\_\_\_\_ **Working with students**
- \_\_\_\_\_ **Working with parents**
- \_\_\_\_\_ **Working with teachers**
- \_\_\_\_\_ **Scheduling**
- \_\_\_\_\_ **Counseling**
- \_\_\_\_\_ **Marking Reports**
- \_\_\_\_\_ **Using counseling materials**
- \_\_\_\_\_ **Working with tests**
- \_\_\_\_\_ **Checking student progress**
- \_\_\_\_\_ **Other** \_\_\_\_\_

| <b>A. Guidance Performance</b>                                      | <b>O</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
|---|----------|----------|-----------|----------|
| 1. Uses materials effectively                                       | —        | —        | —         | —        |
| 2. Aids with student scheduling choices                             | —        | —        | —         | —        |
| 3. Aids with student career and post-secondary<br>Choices           | —        | —        | —         | —        |
| 4. Monitors student academic progress                               | —        | —        | —         | —        |
| 5. Knows and uses proper Intervention Assistance<br>Team procedures | —        | —        | —         | —        |
| 6. Uses good counseling techniques                                  | —        | —        | —         | —        |
| 7. Has knowledge of students backgrounds<br>and abilities           | —        | —        | —         | —        |
| 8. Knows and uses proper Special Education<br>placement procedures  | —        | —        | —         | —        |
| 9. Aids in State testing administration                             | —        | —        | —         | —        |
| 10. Reviews testing results with students                           | —        | —        | —         | —        |

**Observation Checklist – Page 2**

**O      S      NI      U**

**B. Guidance Area Management**

|   |   |   |   |   |
|---|---|---|---|---|
| 1. Appointments with students kept      | — | — | — | — |
| 2. Office is attractive                 | — | — | — | — |
| 3. Materials are <b>kept</b> current    | — | — | — | — |
| 4. Records are kept private and orderly | — | — | — | — |
| 5. Completes records in a timely manner | — | — | — | — |

**II. Professional Qualities**

|  |   |   |   |   |
|--|---|---|---|---|
| A. Is punctual   | — | — | — | — |
| B. Regularly attends professional meetings   | — | — | — | — |
| C. Cooperates with staff   | — | — | — | — |
| D. Cooperates with administration  | — | — | — | — |
| E. Records and reports are kept up to date   | — | — | — | — |
| F. Knows and follows school board Policies and procedures  | — | — | — | — |
| G. Knows and follows administrative policies, building regulations, and supplemental contract policies | — | — | — | — |
| H. Works cooperatively with parents  | — | — | — | — |
| I. Fosters good school/community relations   | — | — | — | — |

**III. Personal Qualities**

|  |   |   |   |   |
|--|---|---|---|---|
| A. Personal appearance is conducive to the education process | — | — | — | — |
| B. Displays positive attitude toward                         |   |   |   |   |

## Observation Checklist – Page 3

O S NI U

|  |   |   |   |   |
|--|---|---|---|---|
| school environment                                       | — | — | — | — |
| C. Demonstrates effective written and oral communication | — | — | — | — |



**Mathews Local School District  
Guidance Counselor Appraisal Report**

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_ Directions: Comments in each area are to be written in by the appraiser, complies from the Observation Checklist.

I. Guidance Counselor Observation

A. Guidance Performance: \_\_\_\_\_

Recommendations: \_\_\_\_\_

B. Guidance Area Management: \_\_\_\_\_

Recommendations: \_\_\_\_\_

II. Professional Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

III. Personal Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

IV. General Comments: \_\_\_\_\_

Overall Rating (Check One): \_\_\_ Outstanding      \_\_\_ Satisfactory

\_\_\_ Needs Improvement    \_\_\_ Unsatisfactory

Date of Conference: \_\_\_\_\_

Appraiser's Signature: \_\_\_\_\_

To Be Checked By the Counselor:

\_\_\_\_\_ I concur with the Appraisal

\_\_\_\_\_ I do not concur with the Appraisal

The Guidance Counselor has the right to attach comments to the Appraisal.

Guidance Counselor's Signature \_\_\_\_\_

**Mathews Local School District  
Nurse Observation Checklist**

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

Building: \_\_\_\_\_

**I. Clinic Observation: Date\_\_\_\_\_ Time\_\_\_\_\_**

- \_\_\_\_ Handling emergency
- \_\_\_\_ Stocking supplies
- \_\_\_\_ Working with parents
- \_\_\_\_ Working with students
- \_\_\_\_ Record Updating
- \_\_\_\_ Working with staff
- \_\_\_\_ Other\_\_\_\_\_

| <b>A. Performance of Nurse</b>                 | <b>O</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
|--|----------|----------|-----------|----------|
| 1. Effective clinic use                        | —        | —        | —         | —        |
| 2. Pupil's emergency needs met                 | —        | —        | —         | —        |
| 3. Knowledge of first aid                      | —        | —        | —         | —        |
| 4. Knows and uses district emergency procedure | —        | —        | —         | —        |
| 5. Accepts assigned responsibility             | —        | —        | —         | —        |
| 6. Other _____                                 | —        | —        | —         | —        |
| <b>B. Clinic Management</b>                    |          |          |           |          |
| 1. Clinic is organized for good use            | —        | —        | —         | —        |
| 2. Records are accurate and up-to-date         | —        | —        | —         | —        |
| 3. Supplies are fresh and in stock             | —        | —        | —         | —        |
| 4. Clinic is clean and attractive              | —        | —        | —         | —        |
| 5. Routine is established                      | —        | —        | —         | —        |
| <b>II. Professional Qualities</b>              |          |          |           |          |
| A. Is punctual                                 | —        | —        | —         | —        |
| B. Cooperates with staff                       | —        | —        | —         | —        |
| C. Cooperates with administration              | —        | —        | —         | —        |
| D. Records and reports are kept up             | —        | —        | —         | —        |

**Observation Checklist – Page 2**

| <b>II.</b>  | <b>Professional Qualities (cont'd)</b>  | <b>O</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
|-------------|---|----------|----------|-----------|----------|
|             | to date   | —        | —        | —         | —        |
|             | E. Maintains DASL student medical<br>Records  | —        | —        | —         | —        |
|             | F. Knows and follows school board<br>policies and procedures  | —        | —        | —         | —        |
|             | G. Knows and follows administrative<br>policies, building regulations,<br>and supplemental contract<br>policies | —        | —        | —         | —        |
|             | H. Works cooperatively with parents   | —        | —        | —         | —        |
|             | I. Fosters good school/community<br>relations   | —        | —        | —         | —        |
| <b>III.</b> | <b>Personal Qualities</b>   |          |          |           |          |
|             | A. Personal appearance is conducive<br>to the education process   | —        | —        | —         | —        |
|             | B. Displays positive attitude toward<br>school environment  | —        | —        | —         | —        |
|             | C. Demonstrates effective written<br>and oral communication   | —        | —        | —         | —        |

**Mathews Local School District  
Nurse Appraisal Report**

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_

Directions: Comments in each area are to be written in by the appraiser, complies from the Observation Checklist.

I. Clinic Observation

A. Performance of Nurse: \_\_\_\_\_

Recommendations: \_\_\_\_\_

B. Clinic Management: \_\_\_\_\_

Recommendations: \_\_\_\_\_

II. Professional Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

III. Personal Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

IV. General Comments: \_\_\_\_\_

Overall Rating (Check One):  Outstanding  Satisfactory  
 Needs Improvement  Unsatisfactory

Date of Conference: \_\_\_\_\_

Appraiser's Signature: \_\_\_\_\_

To Be Checked By the Nurse:

\_\_\_\_\_ I concur with the Appraisal

\_\_\_\_\_ I do not concur with the Appraisal

The Nurse has the right to attach comments to the Appraisal.

Nurse's Signature \_\_\_\_\_

**Mathews Local School District  
Librarian/Educational Media Observation Checklist**

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**I. Library Observation:      Date**\_\_\_\_\_ **Time**\_\_\_\_\_

- \_\_\_ Helping students locate information
- \_\_\_ Working on shelving materials
- \_\_\_ Supervising library
- \_\_\_ Helping teachers
- \_\_\_ Cataloging materials
- \_\_\_ Setting up displays
- \_\_\_ Instructing in library use
- \_\_\_ Ordering materials
- \_\_\_ Checking out materials
- \_\_\_ Other \_\_\_\_\_

| <b>A. Librarian Performance</b>  | <b>O</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
|--|----------|----------|-----------|----------|
| 1. Library is organized for easy use   | ___      | ___      | ___       | ___      |
| 2. Materials are displayed in an attractive way  | ___      | ___      | ___       | ___      |
| 3. Students are encouraged to use library  | ___      | ___      | ___       | ___      |
| 4. Librarian cooperates with teachers in setting up special reserved section for assignments | ___      | ___      | ___       | ___      |
| 5. Library Secretaries are instructed and supervised in their work                           | ___      | ___      | ___       | ___      |
| 6. Library is kept organized to permit free flow of materials use                            | ___      | ___      | ___       | ___      |
| 7. Instruction in library usage is part of the program                                       | ___      | ___      | ___       | ___      |
| 8. There is a good relationship between librarian and those making use of the library        | ___      | ___      | ___       | ___      |
| 9. Other _____   | ___      | ___      | ___       | ___      |

## Observation Checklist - Page 2

|  | O | S | NI | U |
|--|---|---|----|---|
| <b>B. Library Management</b>                                       |   |   |    |   |
| 1. Library Secretaries know their jobs                             | — | — | —  | — |
| 2. Meets with Library Secretaries on a regular basis               | — | — | —  | — |
| 3. Coordinates all District library programs                       | — | — | —  | — |
| 4. Students know rules   | — | — | —  | — |
| 5. Library is used effectively                                     | — | — | —  | — |
| 6. Materials are promptly re-shelved when returned                 | — | — | —  | — |
| 7. Funds are used wisely   | — | — | —  | — |
| 8. Magazines and periodicals are displayed                         | — | — | —  | — |
| <b>II. Professional Qualities</b>                                  |   |   |    |   |
| A. Is punctual   | — | — | —  | — |
| B. Regularly attends professional meetings                         | — | — | —  | — |
| C. Cooperates with staff   | — | — | —  | — |
| D. Cooperates with administration                                  | — | — | —  | — |
| E. Records and reports are kept up to date                         | — | — | —  | — |
| F. Knows and follows school board policies and procedures          | — | — | —  | — |
| G. Knows and follows administrative policies, building regulations | — | — | —  | — |
| H. Works cooperatively with parents                                | — | — | —  | — |
| I. Fosters good school/community relations                         | — | — | —  | — |
| <b>III. Personal Qualities</b>                                     |   |   |    |   |
| A. Personal appearance is conducive to the educational process     | — | — | —  | — |
| B. Displays positive attitude toward school environment            | — | — | —  | — |
| C. Demonstrates effective written and oral communication           | — | — | —  | — |

**Mathews Local School District  
Librarian/Educational Media Appraisal Report**

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_

Directions: Comments in each area are to be written in by the appraiser, compiles from the Observation Checklist.

I. Library Observation

A. Librarian Performance: \_\_\_\_\_

Recommendations: \_\_\_\_\_

B. Library Management: \_\_\_\_\_

Recommendations: \_\_\_\_\_

II. Professional Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

III. Personal Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

IV. General Comments:

\_\_\_\_\_

Overall Rating (Check One):  Outstanding  Satisfactory  
 Needs Improvement  Unsatisfactory

Date of Conference: \_\_\_\_\_

Appraiser's Signature: \_\_\_\_\_

To Be Checked By the Librarian:

\_\_\_\_\_ I concur with the Appraisal

\_\_\_\_\_ I do not concur with the Appraisal

The Librarian has the right to attach comments to the Appraisal.

Librarian's Signature \_\_\_\_\_

**Mathews Local School District  
Speech Language Pathologist Observation Checklist**

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

Building \_\_\_\_\_

**I. SLP Observation:**                      Date \_\_\_\_\_                      Time \_\_\_\_\_

- \_\_\_\_\_ Working with students
- \_\_\_\_\_ Working with parents
- \_\_\_\_\_ Working with teachers
- \_\_\_\_\_ Scheduling
- \_\_\_\_\_ Speech language role in the classroom
- \_\_\_\_\_ Writing evaluations and IEPs
- \_\_\_\_\_ Performing speech language evaluation
- \_\_\_\_\_ Checking student progress
- \_\_\_\_\_ Other \_\_\_\_\_

| <b>A. SLP Performance</b>                                   | <b>O</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
|---|----------|----------|-----------|----------|
| 1. Organizes speech language program                        | —        | —        | —         | —        |
| 2. Coordinates SLP services with school personnel           | —        | —        | —         | —        |
| 3. Maintains records/prepares reports                       | —        | —        | —         | —        |
| 4. Works with students                                      | —        | —        | —         | —        |
| 5. Makes referrals when necessary                           | —        | —        | —         | —        |
| 6. Demonstrates knowledge of federal/state policies         | —        | —        | —         | —        |
| 7. Competes records for 3 <sup>rd</sup> party reimbursement | —        | —        | —         | —        |
| 8. Conducts speech language/hearing screenings              | —        | —        | —         | —        |
| 9. Administers/analyzes & interprets diagnostic info        | —        | —        | —         | —        |
| 10. Writes IEPs/evaluation reports & IATs                   | —        | —        | —         | —        |

| <b>B. SPL Area Management</b>           |   |   |   |   |
|---|---|---|---|---|
| 1. Room is conducive to education       | — | — | — | — |
| 2. Materials are current and compliant  | — | — | — | — |
| 3. Records are kept private and orderly | — | — | — | — |



**Observation Checklist - Page 2**

| <b>II. Professional Qualities</b>   | <b>O</b> | <b>S</b> | <b>NI</b> | <b>U</b> |
|---|----------|----------|-----------|----------|
| A. Is punctual  | —        | —        | —         | —        |
| B. Cooperates/collaborates with staff   | —        | —        | —         | —        |
| C. Cooperates with administration   | —        | —        | —         | —        |
| D. Records and reports are kept up to date  | —        | —        | —         | —        |
| E. Contributes to IAT/IEP and ETR meetings  | —        | —        | —         | —        |
| F. Uses variety of delivery models i.e. classroom Intervention, pullout, consultation | —        | —        | —         | —        |
| G. Works cooperatively with parents   | —        | —        | —         | —        |
| H. Fosters good school/community relations  | —        | —        | —         | —        |
| I. Collaborates & obtains data from outside agencies                                  | —        | —        | —         | —        |
| <br>  |          |          |           |          |
| <b>III. Personal Qualities</b>  |          |          |           |          |
| A. Personal appearance is conducive to the educational process                        | —        | —        | —         | —        |
| B. Displays positive attitude toward school environment                               | —        | —        | —         | —        |
| C. Demonstrates effective written and oral communication                              | —        | —        | —         | —        |

**Mathews Local School District  
Speech Language Pathologist Appraisal Report**

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_

Directions: Comments in each area are to be written in by the appraiser, compiles from the Observation Checklist.

I. SLP Observation  
A. SLP Performance: \_\_\_\_\_

Recommendations: \_\_\_\_\_

B. SLP Area Management: \_\_\_\_\_

Recommendations: \_\_\_\_\_

II. Professional Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

III. Personal Qualities: \_\_\_\_\_

Recommendations: \_\_\_\_\_

IV. General Comments: \_\_\_\_\_

Overall Rating (Check One):  Outstanding  Satisfactory  
 Needs Improvement  Unsatisfactory

Date of Conference: \_\_\_\_\_

Appraiser's Signature: \_\_\_\_\_

To Be Checked By the SLP:  
\_\_\_\_\_ I concur with the Appraisal  
\_\_\_\_\_ I do not concur with the Appraisal

The SLP has the right to attach comments to the Appraisal.

SLP's Signature \_\_\_\_\_

**Mathews Local Schools  
Teacher Formal Observation Form**

**Name:**

**Date:**

**Building:**

**Subject/Grade:**

***INSTRUCIONAL PLANNING***

**1: Focus for Learning:** (Standard 4: Instruction)                    **I        D        S        A**

**Comments:**

**2: Assessment Data:** (Standard 3: Assessment)                    **I        D        S        A**

**Comments:**

**3. Prior Content Knowledge/Sequence/Connections:** (Standard 2: Content; Standard 4: Instruction)                    **I        D        S        A**

**Comments:**

**4. Knowledge of Students:** (Standard 1: Students)                    **I        D        S        A**

**Comments:**

***INSTRUCION AND ASSESSMENT***

**5. Lesson Delivery:** (Standard 2: Content; Standard 4: Instruction)                    **I        D        S        A**

**Comments:**

**6. Differentiation:** (Standard Students; Content; Standard 4: Instruction)

I D S A

Comments:

**7. Resources:** (Standard 2 Contend; Standard 4 Instruction)

I D S A

Comments:

**8. Classroom Environment:** (Standard 1: Students; Standard 5: Learning Environment)

I D S A

Comments:

**9. Assessment of Student Learning:** (Standard 3: Assessment)

I D S A

Comments:

**PROFESSIONAL RESPONSIBILITIES**

**10. Communication, Collaboration, Responsibilities, and Growth:** (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)

I D S A

Comments:

**NOTES:**

**Post-Evaluation Conference:**

**Date:** \_\_\_\_\_

To Be Checked By the Teacher:

\_\_\_\_\_ I concur with the evaluation

\_\_\_\_\_ I do not concur with the evaluation and have provided written  
commentary

**Evaluator's Signature:** \_\_\_\_\_

**Teacher's Signature:** \_\_\_\_\_

*Note: The signature of the teacher indicates he/she has reviewed and received a copy of this document, but does not necessarily indicate an agreement with its contents.*

**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 (Step2).**

\_\_\_\_\_  
**(Signature of Aggrieved)**

\_\_\_\_\_  
**(Signature of MEA President)**

**Step 1 Date:** \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Lowest Level Supervisor)**

**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 REPOSE:**

\_\_\_\_\_ 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 REPOSE:**

\_\_\_\_\_ 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 REPOSE:**

\_\_\_\_\_ 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** \_\_\_\_\_

## **DRUG SCREENING PROGRAM**

### **(A) 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.

### **(B) 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.

### **I. 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.

**II. 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.

**III. 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**

## APPENDIX D

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<br>SCREENING<br>LEVEL                          | CONFIRMATION<br>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<br>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 conform 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.

**IV. 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 abusing drug(s) 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.

**V. 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.

**VI. MEDICAL PROVIDER**

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

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

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**VII. 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.



Trumbull County Schools Consortium  
PPO/SuperMed Plus – Option # 1



**Section 051**

| <b>Benefits</b>   | <b>Network</b>  | <b>Non-Network</b>   |
|---|---|----------------------|
| Benefit Period  | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                      |
| Dependent Age   | 26  |                      |
| Older Age Child   | 28  |                      |
|   | Removal upon Birthdate                                    |                      |
| Pre-Existing Condition Waiting Period   | N/A   |                      |
| Blood Pint Deductible   | 0 pints   |                      |
| Overall Annual Benefit Period Maximum   | Unlimited   |                      |
| 3 Month Deductible Carryover  | Does Apply  |                      |
| Benefit Period Deductible – Single/Family <sup>1</sup>                                | \$100/\$200   | \$200 / \$400        |
| Coinsurance   | 90%   | 80%                  |
| Coinsurance Out-of-Pocket Maximum<br>(Excluding Deductible) – Single/Family           | \$300/\$600   | \$1,000 / \$2,000    |
| Total Out of Pocket maximum<br>(Deductible + Coinsurance)                             | \$400/\$800   | \$1,200/\$2,400      |
| <b>Physician/Office Services</b>  |   |                      |
| Office Visit (Illness/Injury) <sup>2</sup>  | \$20 copay, then 100%                                     | 80% after deductible |
| Urgent Care Office Visit <sup>2</sup>   | \$20 copay, then 100%                                     | 80% after deductible |
| All Immunizations   | 100%  | 80% after deductible |
| <b>Routine Services</b>   |   |                      |
| Routine Physical Exams (ages 18 and over) <sup>2</sup>                                | \$20 copay, then 100%                                     | 80% after deductible |
| Well Child Care Services including Exam and<br>Immunizations (to age 18) <sup>2</sup> | \$20 copay, then 100%                                     | 80% after deductible |
| Well Child Care Laboratory Tests  | 100%  | 80% after deductible |
| Routine Annual Mammogram  | 100%  | 80% after deductible |
| Routine Annual PAP Test   | 100%  | 80% after deductible |
| Routine Lab, X-ray, Medical testing (ages 18 and<br>over)                             | 100%  | 80% after deductible |
| Routine Endoscopic Services   | 100%  | 80% after deductible |
| Routine Annual Vision Exam  | \$25 copay, then 100%                                     | 50% after deductible |
| Routine Annual Hearing Exam   | \$25 copay, then 100%                                     | 50% after deductible |
| <b>Outpatient Services</b>  |   |                      |
| Surgical Services   | 90% after deductible                                      | 80% after deductible |
| Diagnostic X-rays, Lab & Medical Tests  | 90% after deductible                                      | 80% after deductible |
| Chemotherapy (includes oral) & Radiation Therapy                                      | 90% after deductible                                      | 80% after deductible |
| Physical Therapy & Chiropractic Services<br>combined - (60 visits per benefit period) | 90% after deductible                                      | 80% after deductible |
| Inhalation, Pulmonary & Respiratory Therapies   | 90% after deductible                                      | 80% after deductible |
| Occupational Therapy –<br>10 visits then subject to Medical Review                    | 90% after deductible                                      | 80% after deductible |
| Speech Therapy –<br>10 visits then subject to Medical Review                          | 90% after deductible                                      | 80% after deductible |
| Cardiac Rehabilitation  | 90% after deductible                                      | 80% after deductible |
| Emergency use of an Emergency Room <sup>3</sup>                                       | \$100 copay, then 90% after deductible                    |                      |
| Non-Emergency use of an Emergency Room <sup>3</sup>                                   | \$100 copay, then 90% after<br>deductible                 | 80% after deductible |

| <b>Benefits</b>   | <b>Network</b>   | <b>Non-Network</b>   |
|---|--|----------------------|
| <b>Inpatient Facility</b>   |  |                      |
| Semi-Private Room and Board   | 90% after deductible   | 80% after deductible |
| Maternity Services  | 90% after deductible   | 80% after deductible |
| Skilled Nursing Facility<br>(180 days per benefit period)                         | 90% after deductible   | 80% after deductible |
| <b>Additional Services</b>  |  |                      |
| Allergy Testing & Treatment   | 90% after deductible   | 80% after deductible |
| Ambulance – Air if medically necessary  | 90% after deductible   | 80% after deductible |
| Weight Loss Surgery –<br>\$30,000 Lifetime Maximum                                | 90% after deductible   | 80% after deductible |
| Durable Medical Equipment & Medical Supplies<br>including Jobst/Elastic Stockings | 90% after deductible   | 80% after deductible |
| Home Health Care<br>(180 visits per benefit period)                               | 90% after deductible   | 80% after deductible |
| Hospice Services  | 90% after deductible   | 80% after deductible |
| Human Organ Transplant  | 90% after deductible   | 80% after deductible |
| Private Duty Nursing  | 90% after deductible   | 80% after deductible |
| Newborn Exam  | 90% after deductible   | 80% after deductible |
| TMJ Services - \$1,000 Lifetime Maximum   | 90% after deductible   | 80% after deductible |
| <b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>           |  |                      |
| Inpatient Mental Health and Substance Abuse<br>Services                           | <b>Benefits paid are based on corresponding medical<br/>benefits</b> |                      |
| Outpatient Mental Health and Substance Abuse<br>Services                          |  |                      |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Exclude - Elective Abortions

**(10% employee contribution)  
Flex Savings Account - \$2,500**



Trumbull County Schools Consortium  
PPO/SuperMed Plus – Option # 2



**Section 052**

| <b>Benefits</b>   | <b>Network</b>  | <b>Non-Network</b>   |
|---|---|----------------------|
| Benefit Period  | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                      |
| Dependent Age   | 26  |                      |
| Older Age Child   | 28  |                      |
|   | Removal upon Birthdate                                    |                      |
| Pre-Existing Condition Waiting Period   | N/A   |                      |
| Blood Pint Deductible   | 0 pints   |                      |
| Overall Annual Benefit Period Maximum   | Unlimited   |                      |
| 3 Month Deductible Carryover  | Does Apply  |                      |
| Benefit Period Deductible – Single/Family <sup>1</sup>                                | \$350/\$700   | \$500/\$1,000        |
| Coinsurance   | 80%/20%   | 60%/40%              |
| Coinsurance Out-of-Pocket Maximum<br>(Excluding Deductible) – Single/Family           | \$1,000/\$2,000   | \$3,500/\$7,000      |
| Total Out of Pocket Maximum<br>(Deductible + Coinsurance)                             | \$1,350/\$2,700   | \$4,000/\$8,000      |
| <b>Physician/Office Services</b>  |   |                      |
| Office Visit (Illness/Injury) <sup>2</sup>  | \$20 copay, then 100%                                     | 60% after deductible |
| Urgent Care Office Visit <sup>2</sup>   | \$20 copay, then 100%                                     | 60% after deductible |
| All Immunizations   | 100%  | 60% after deductible |
| <b>Routine Services</b>   |   |                      |
| Routine Physical Exams (ages 18 and over) <sup>2</sup>                                | \$20 copay, then 100%                                     | 60% after deductible |
| Well Child Care Services including Exam and<br>Immunizations (to age 18) <sup>2</sup> | \$20 copay, then 100%                                     | 60% after deductible |
| Well Child Care Laboratory Tests  | 100%  | 60% after deductible |
| Routine Annual Mammogram  | 100%  | 60% after deductible |
| Routine Annual PAP Test   | 100%  | 60% after deductible |
| Routine Lab, X-ray, Medical testing (ages 18 and<br>over)                             | 100%  | 60% after deductible |
| Routine Endoscopic Services   | 100%  | 60% after deductible |
| Routine Annual Vision Exam  | \$25 copay, then 100%                                     | 50% after deductible |
| Routine Annual Hearing Exam   | \$25 copay, then 100%                                     | 50% after deductible |
| <b>Outpatient Services</b>  |   |                      |
| Surgical Services   | 80% after deductible                                      | 60% after deductible |
| Diagnostic X-rays, Lab & Medical Tests  | 80% after deductible                                      | 60% after deductible |
| Chemotherapy (includes oral) & Radiation Therapy                                      | 80% after deductible                                      | 60% after deductible |
| Physical Therapy & Chiropractic Services<br>combined - (60 visits per benefit period) | 80% after deductible                                      | 60% after deductible |
| Inhalation, Pulmonary & Respiratory Therapies   | 80% after deductible                                      | 60% after deductible |
| Occupational Therapy –<br>10 visits then subject to Medical Review                    | 80% after deductible                                      | 60% after deductible |
| Speech Therapy –<br>10 visits then subject to Medical Review                          | 80% after deductible                                      | 60% after deductible |
| Cardiac Rehabilitation  | 80% after deductible                                      | 60% after deductible |
| Emergency use of an Emergency Room <sup>3</sup>                                       | \$100 copay, then 80% after deductible                    |                      |
| Non-Emergency use of an Emergency Room <sup>3</sup>                                   | \$100 copay, then 80%<br>after deductible                 | 60% after deductible |

| Benefits  | Network  | Non-Network          |
|---|--|----------------------|
| <b>Inpatient Facility</b>   |  |                      |
| Semi-Private Room and Board   | 80% after deductible   | 60% after deductible |
| Maternity Services  | 80% after deductible   | 60% after deductible |
| Skilled Nursing Facility<br>(180 days per benefit period)                         | 80% after deductible   | 60% after deductible |
| <b>Additional Services</b>  |  |                      |
| Allergy Testing & Treatment   | 80% after deductible   | 60% after deductible |
| Ambulance – Air if medically necessary  | 80% after deductible   | 60% after deductible |
| Weight Loss Surgery –<br>\$30,000 Lifetime Maximum                                | 80% after deductible   | 60% after deductible |
| Durable Medical Equipment & Medical Supplies<br>including Jobst/Elastic Stockings | 80% after deductible   | 60% after deductible |
| Home Health Care<br>(180 visits per benefit period)                               | 80% after deductible   | 60% after deductible |
| Hospice Services  | 80% after deductible   | 60% after deductible |
| Human Organ Transplant  | 80% after deductible   | 60% after deductible |
| Private Duty Nursing  | 80% after deductible   | 60% after deductible |
| Newborn Exam  | 80% after deductible   | 60% after deductible |
| TMJ Services - \$1,000 Lifetime Maximum   | 80% after deductible   | 60% after deductible |
| <b>Mental Health and Substance Abuse</b>  |  |                      |
| Inpatient Mental Health and Substance Abuse<br>Services                           | <b>Benefits paid are based on corresponding medical<br/>benefits</b> |                      |
| Outpatient Mental Health and Substance Abuse<br>Services                          |  |                      |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Exclude - Elective Abortions

**(10% employee contribution)**  
**Flex Savings Account - \$2,500**  
**Health Reimbursement Acct. \$100/\$200**



Trumbull County Schools Consortium  
PPO/SuperMed Plus – Option # 3  
**Section 053**



| Benefits   | Network   | Non-Network          |
|--|---|----------------------|
| Benefit Period   | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                      |
| Dependent Age  | 26  |                      |
| Older Age Child  | 28  |                      |
|  | Removal upon Birthdate                                    |                      |
| Pre-Existing Condition Waiting Period  | N/A   |                      |
| Blood Pint Deductible  | 0 pints   |                      |
| Overall Annual Benefit Period Maximum  | Unlimited   |                      |
| 3 Month Deductible Carryover   | Does Apply  |                      |
| Benefit Period Deductible – Single/Family <sup>1</sup>                             | \$1,100/\$2,200   | \$2,000/\$4,000      |
| Coinsurance  | 80%/20%   | 60%/40%              |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family           | \$4,000/\$8,000   | \$8,000/\$16,000     |
| Total Out of Pocket Maximum (Deductible + Coinsurance)                             | \$5,100/\$10,200  | \$10,000/\$20,000    |
| <b>Physician/Office Services</b>   |   |                      |
| Office Visit (Illness/Injury) <sup>2</sup>   | \$30 copay, then 100%                                     | 60% after deductible |
| Urgent Care Office Visit <sup>2</sup>  | \$30 copay, then 100%                                     | 60% after deductible |
| All Immunizations  | 100%  | 60% after deductible |
| <b>Routine Services</b>  |   |                      |
| Routine Physical Exams (ages 18 and over) <sup>2</sup>                             | \$30 copay, then 100%                                     | 60% after deductible |
| Well Child Care Services including Exam and Immunizations (to age 18) <sup>2</sup> | \$30 copay, then 100%                                     | 60% after deductible |
| Well Child Care Laboratory Tests   | 100%  | 60% after deductible |
| Routine Annual Mammogram   | 100%  | 60% after deductible |
| Routine Annual PAP Test  | 100%  | 60% after deductible |
| Routine Lab, X-ray, Medical testing (ages 18 and over)                             | 100%  | 60% after deductible |
| Routine Endoscopic Services  | 100%  | 60% after deductible |
| Routine Annual Vision Exam   | \$30 copay, then 100%                                     | 50% after deductible |
| Routine Annual Hearing Exam  | \$30 copay, then 100%                                     | 50% after deductible |
| <b>Outpatient Services</b>   |   |                      |
| Surgical Services  | 80% after deductible                                      | 60% after deductible |
| Diagnostic X-rays, Lab & Medical Tests   | 80% after deductible                                      | 60% after deductible |
| Chemotherapy (includes oral) & Radiation Therapy                                   | 80% after deductible                                      | 60% after deductible |
| Physical Therapy & Chiropractic Services combined - (60 visits per benefit period) | 80% after deductible                                      | 60% after deductible |
| Inhalation, Pulmonary & Respiratory Therapies                                      | 80% after deductible                                      | 60% after deductible |
| Occupational Therapy –<br>10 visits then subject to Medical Review                 | 80% after deductible                                      | 60% after deductible |
| Speech Therapy –<br>10 visits then subject to Medical Review                       | 80% after deductible                                      | 60% after deductible |
| Cardiac Rehabilitation   | 80% after deductible                                      | 60% after deductible |
| Emergency use of an Emergency Room <sup>3</sup>                                    | \$100 copay, then 80% after deductible                    |                      |
| Non-Emergency use of an Emergency Room <sup>3</sup>                                | \$100 copay, then 80% after deductible                    | 60% after deductible |

| <b>Benefits</b>   | <b>Network</b>   | <b>Non-Network</b>   |
|---|--|----------------------|
| <b>Inpatient Facility</b>   |  |                      |
| Semi-Private Room and Board   | 80% after deductible   | 60% after deductible |
| Maternity Services  | 80% after deductible   | 60% after deductible |
| Skilled Nursing Facility<br>(180 days per benefit period)                         | 80% after deductible   | 60% after deductible |
| <b>Additional Services</b>  |  |                      |
| Allergy Testing & Treatment   | 80% after deductible   | 60% after deductible |
| Ambulance – Air if medically necessary  | 80% after deductible   | 60% after deductible |
| Weight Loss Surgery –<br>\$30,000 Lifetime Maximum                                | 80% after deductible   | 60% after deductible |
| Durable Medical Equipment & Medical Supplies<br>including Jobst/Elastic Stockings | 80% after deductible   | 60% after deductible |
| Home Health Care<br>(180 visits per benefit period)                               | 80% after deductible   | 60% after deductible |
| Hospice Services  | 80% after deductible   | 60% after deductible |
| Human Organ Transplant  | 80% after deductible   | 60% after deductible |
| Private Duty Nursing  | 80% after deductible   | 60% after deductible |
| Newborn Exam  | 80% after deductible   | 60% after deductible |
| TMJ Services - \$1,000 Lifetime Maximum   | 80% after deductible   | 60% after deductible |
| <b>Mental Health and Substance Abuse</b>  |  |                      |
| Inpatient Mental Health and Substance Abuse<br>Services                           | <b>Benefits paid are based on corresponding medical<br/>benefits</b> |                      |
| Outpatient Mental Health and Substance Abuse<br>Services                          |  |                      |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Exclude - Elective Abortions

**0% - employee contributions**  
**Flex Savings Account - \$2,500**  
**Health Reimbursement Acct. \$500/\$1,000**





**Trumbull County School Consortium  
EyeMed Vision Option**

|   |                              | Network   | Non-Network     |
|---|------------------------------|---|-----------------|
| <b>General Information</b>                    |                              |   |                 |
| Product                                       |                              | EyeMed Vision - Access Network  |                 |
| Dependent Age                                 |                              | 26  |                 |
| Dependent Removal                             |                              | End of Month  |                 |
| Claims Filing Limit                           |                              | 12 months   |                 |
| <b>How Claims are Paid</b>                    |                              |   |                 |
| Benefit Period 1                              |                              | January 1st through December 31st   |                 |
| <b>Examinations</b>                           |                              |   |                 |
| Vision Examination Frequency Limit            |                              | 1 per benefit period  |                 |
| Spectacle Examination                         |                              | \$15 copay, then 100%   | \$30 allowance  |
| Contact Lens Examination                      | Contact Lens Fit & Follow-Up | Any amount over spectacle exam up to \$55 (Standard); 10% off Retail (Premium)                          | Not Covered     |
| <b>Lenses-Prescription — Uncoated Plastic</b> |                              |   |                 |
| Lenses Frequency Limit                        |                              | 1 pair per benefit period   |                 |
| Single Vision                                 |                              | 100%  | \$40 allowance  |
| Bifocal                                       |                              | 100%  | \$50 allowance  |
| Trifocal                                      |                              | 100%  | \$60 allowance  |
| Lenticular                                    |                              | 100%  | \$75 allowance  |
| <b>Lenses Contacts</b>                        |                              |   |                 |
| Contact Frequency Limit                       |                              | 1 pair per benefit period   |                 |
| Contacts are provided in lieu OR              |                              | Lenses and Frames   |                 |
| Cosmetic Lenses                               |                              | 100% up to \$100, then 15% off amount over \$100  | \$70 allowance  |
| Disposable Lenses                             |                              | Up to \$100   | \$70 allowance  |
| Medically Necessary Lenses                    |                              | Up to \$200   | \$100 allowance |
| <b>Frames</b>                                 |                              |   |                 |
| Standard Frames                               | (1 per benefit period)       | 100% for the first \$100, then 20% discount   | \$35 allowance  |
| <b>Additional Vision Services</b>             |                              |   |                 |
| Discounts                                     |                              | Discounts are offered on various non-covered items, including but not limited to specified Lens Options | Not Covered     |
| Mail Order Benefits                           |                              | A mail order contact lens replacement program is available  | Not Covered     |

TCSC - SuperMed Vision  
11/10/14 1

## Mathews Local School District Bylaws and Policies

### 3220 STAFF EVALUATION

#### **Teacher Evaluation Policy**

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012)

The Board of Education (Board) of Mathews School District (District) is responsible for a standards-based teacher evaluation policy, and adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (OTES) model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching, performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Mathews Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Mathews Evaluation Policy Committee with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

#### **Definitions**

**"OTES"** - Stands for Ohio Teacher Evaluation Systems adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**"Teacher"** - For the purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following.

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006; or
4. A teacher working under a permit issued under ORC 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Mathews Education Association (MEA).

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This policy does not apply to the superintendent, treasurer or "other administrator" as defined by ORC 3319.02.

**"Credentialed Evaluator"** - For the purpose of this policy, each teacher subject to evaluation will be evaluated by a person who:

1. Meets the eligibility requirements under R.C. 3319.111 (D); and
2. Holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and
3. Has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**"Student Growth"** — For the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**"Student Learning Objectives" (SLOs)** — Include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Shared Attribution Measures"** — Student growth measures that can be attributed to a group.

**"Value Added"** — Refers to the EVAAS Value-Added methodology provided by SAS Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

**"Evaluation Rating"** — Means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

**"Evaluation Cycle"** — is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance rating resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

**"Teacher Performance"** — Is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

**"Teacher — Student Data Linkage"** — (TSDL) Refers to the process of connecting the teacher(s) of record (based upon the above definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

## **TEACHER**

### **PERFORMANCE**

#### **Evaluation Timeline**

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy, shall be evaluated based on: Two (2) cycles of formal observations of at least thirty (30) minutes each; and Periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. A post-observation conference shall be held after each formal observation.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

The Board may evaluate, once every three years, each continuing contract teacher who received a rating of accomplished on the teacher's most recent evaluation, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education.

The Board may evaluate, once every two years, each continuing contract teacher who received a rating of skilled on the teacher's most recent evaluation, so long as the

teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education.

In any year that a teacher is not formally evaluated as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, a Board approved credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

The Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

1. The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board
2. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

### **Calculating Teacher Performance**

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the teacher's final summative rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have instructional responsibility;
3. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
7. Assuming responsibility for professional growth, performance and involvement.

### **Assigning an Effectiveness Rating**

Teacher performance evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher. Each evaluation will result in an effectiveness rating based in equal parts upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;
2. Skilled;
3. Developing; or
4. Ineffective

The specific standards and criteria for distinguishing between these ratings of performance shall be the same as those developed by the State Board of Education which are incorporated herein by reference.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the final summative teacher effectiveness rating.

The Superintendent shall annually cause to be filed with the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

## **STUDENT GROWTH**

**NOTE: Because of the transition to new state tests, which offer one means of calculating student growth, the General Assembly extended and modified safe harbor provisions. That means that districts will not use value-added ratings from state tests for the 2014-2015 and 2015-2016 school years as part of educator evaluations or when making decisions regarding dismissal, retention, tenure or compensation.**

**The State Board of Education identified measures of academic student growth to use when no value-added data is available. These include approved vendor assessments, shared attribution or student learning objectives.**

**The Mathews Board of Education and Mathews Local Schools will utilize student learning objectives when calculating student growth for the 2015-2016 and 2016-2017 school years. OTES eligible teachers must complete at least one student learning objective.**

### **Calculating Student Growth Measures**

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two or more points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A 1 Teacher — Teachers instructing in value-added subjects exclusively; if a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%)) shall be based on the value-added progress dimension.

A2 Teacher — Teachers instructing in value-added courses, but not exclusively; for these teachers, value-added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

B Teacher — Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

C Teacher — Teachers instructing in areas where no teacher-level value —added or approved vendor assessment is available.

When value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers.

When neither teacher-level value-added data nor Ohio Department of Education approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers. Student Growth measures may be comprised of Student Learning Objective (SLO's), shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed, or revised, the process will include consultation with teachers employed by the Board.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/ OTES guidance and converted to a score in one (1) of five (5) levels of student:

1. Most Effective
2. Above Average
3. Average
4. Approaching Average
5. Below

### **Student Growth Measures (SGM) / Student Learning Objectives (SLOs)**

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations.

When utilizing SLOs to construct SGMs, the teacher, or group of teachers, shall submit to their building SLO Committee the completed SLO template for approval no later than the first full week of October.

- A. The building SLO Committee shall review all submitted SLOs by the second full week of October.
- B. Any SLO that is rejected by the building SLO Committee shall be returned to the teacher/group with specific designation of deficiencies by the third full week of October with 7 calendar days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SLOs

Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with students.

The District may use shared attribution SGM scores as determined in consultation with the Evaluation Policy Review Committee.

### **FINAL SUMMATIVE**

#### **EVALUATION**

##### **Final Evaluation**

##### **Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce a summative evaluation rating, based upon the following formula based "600-point Scale"

##### **Steps for determining a final summative rating**

- 1) As they submit data into the electronic Teacher and Principal Evaluation System (eTPES), districts enter ratings for each measure: teacher performance (from 1-to-4), and each student growth measure (from 1-to-5).
- 2) eTPES assigns the point value that corresponds to the ratings from each component:

**Student growth** This component may entail multiple measures (Value-Added scores, approved vendor assessments or student learning objectives) each with its own 1-to-5



rating. A most effective (5) rating results in 600 points; above average (4), 400 points; average (3), 300 points; approaching average (2), 200 points; and below average (1), 0 points.

**Teacher performance** A rating of accomplished (4) results in 600 points; skilled (3), 400 points; developing (2), 200 points; and ineffective (1), 0 points.

3) eTPES multiplies the points for each measure by the appropriate weight or percentage. The department will release business rules for how weights will be assigned for student growth measures when multiple measures are employed.

### Ratings and Points

| Student Growth                | Teacher Performance    | Final Summative Rating |
|-------------------------------|------------------------|------------------------|
| • Most Effective (5) 600      | • Accomplished (4) 600 | • Accomplished 500-600 |
| • Above Average (4) 400       | • Skilled (3) 400      | • Skilled 300-499      |
| • Average (3) 300             | • Developing (2) 200   | • Developing 100-299   |
| • Approaching Average (2) 200 | • Ineffective (1) 0    | • Ineffective 0-99     |

### Professional Growth and Improvement Plans

Based upon annual student growth levels and teacher performance, teachers must develop professional growth or improvement plans as follows:

Teachers who meet Most Effective or Above Average levels of student growth must develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle from the Board-approved list.

Teachers who meet Average or Approaching Average levels of student growth must develop a professional growth plan collaboratively with his/her credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle.

Teachers whose rating indicates Below expected levels of student growth must develop a professional improvement plan with their credentialed evaluator. The administration

will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

### **Testing for Teachers in Core Subject Areas**

Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

### **Core Subject Teachers / Testing for Content Knowledge**

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

Effective with the 2015-2016 school year, each teacher in a core subject area who has received a rating of "ineffective" on the evaluations conducted under law and this policy for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the department of education to determine expertise to teach that core subject area and the grade level which the teacher is assigned.

If a teacher who takes the examination set forth above passes that examination and provides proof to the Board of same shall be required, at his/her expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted in accordance with law and this policy.

The following may be grounds for termination of the teacher under Ohio Revised Code Section 3319.16.

1. Failing to complete all required written examinations under this section;
2. A failing score on a written examination(s) taken pursuant to this section;
3. A rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
4. Failure of a teacher to complete the required professional development.

If a teacher passes the examination set forth above and provides proof of passage to the Board, he/she will not be required to take such examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination as set forth above.

### **Retention and Promotion Decisions/ Removal of Poorly-Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal, of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio revised code, and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Mathews Education Association (MEA).

#### **Definitions:**

**"Retention"** — For purposes of this policy "retention" refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction-in-force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction-in-force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

**"Promotion"** — As used in this context "promotion" is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**"Poorly Performing Teachers"** — Refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

**"Comparable Evaluations"** — This refers to teachers within the same categories of "Accomplished", "Skilled", "Developing", and "Ineffective".

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Mathews Education Association (MEA). The evaluation system and procedures set forth in his policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with ORC 3319.11 notwithstanding the teacher's final summative rating.

**AMENDMENT NO. 1  
FOR  
TRUMBULL COUNTY SCHOOLS  
INSURANCE CONSORTIUM TRUST  
MATHEWS LOCAL SCHOOL DISTRICT  
EMPLOYEE VISION BENEFIT PLAN**

The section “**SCHEDULE OF BENEFITS**” shall be deleted in its entirety and the following substituted therefore:

**SCHEDULE OF BENEFITS**

The following *Schedule of Benefits* is designed as a quick reference. For complete provisions of the *Plan's* benefits, refer to the following sections: *Vision Claim Filing Procedure*, *Vision Expense Benefit* and *Plan Exclusions*.

***VISION BENEFITS:***

**Examination/Maximum Benefit:** \$20

Limitation: 1 exam one per calendar year

**Conventional Lenses/Maximum Benefit Per Pair:**

Single Vision \$90

Bifocal \$110

Trifocal \$150

Lenticular \$170

Contacts - Cosmetic \$165

Contacts - Medical Necessary \$175

Limitation: 1 pair one per calendar year

**Frames/Maximum Benefit:** \$75

Limitation: 1 pair one every two (2) calendar years

If new Frames are not needed, allowance may be used towards the lenses.

Refer to *Vision Expense Benefit* for complete details.

**Effective October 1, 2008**