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AGREEMENT

BETWEEN THE

MENTOR
BOARD OF EDUCATION

AND THE

MENTOR
TEACHERS
ASSOCIATION

2025-2028

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2025-2028

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ARTICLE 1 – PROFESSIONAL NEGOTIATIONS AGREEMENT

1.1 AGREEMENT

1.1.1 **Recognition** – The Mentor Exempted Village Board of Education (hereinafter referred to as "Board" or "Employer") recognizes the Mentor Teachers Association, an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA) (hereinafter referred to as "Association" or "MTA"), as the sole and exclusive representative of the bargaining unit as defined in Article 1.1.4., for purposes of collective bargaining with respect to rates of pay and all other conditions of employment within the bargaining unit.

1.1.2 **Discrimination** – The Board, the Association, and the members of the bargaining unit shall carry out their respective functions without regard to any protected class status under state and federal law including but not limited to race, religion, age, sex, marital status, color, national origin, creed, and membership or nonmembership in the association. No reprisals shall be taken against any teacher by reason of his/her utilization of any procedure or right accorded by this Agreement, nor on account of his/her membership or position in the Association.

1.1.3 **Board Rights** – Nothing herein shall be construed in any manner to diminish the authority of the Board in respect to any power, right, responsibility, or duty conferred on boards of education by federal and/or state statutes, regulations, and the common law unless specifically set forth in this Agreement or previously and subsequently negotiated terms in effect as between the Board and the Association which are specifically set forth in writing.

1.1.4 **Bargaining Unit** – The bargaining unit for which the Association is exclusive representative shall consist of:

1.1.4.1 Certified/licensed teachers, regularly employed in classroom teaching, and long-term substitutes.

1.1.4.2 Guidance counselors, therapists, pathologists, media specialists, school psychologists, nurses, reading consultants, and instructional coaches. Upon retirement or resignation from the District, nurses will be replaced by health aides not included in the MTA bargaining unit, provided that the District shall maintain a minimum of three (3) nurses. When a nurse departs due to attrition, the position shall be allocated among the remaining nurses by seniority.

EXCLUSIONS: No employee who occupies the position of supervisor, superintendent, assistant superintendent, principal and assistant principal, confidential employee, management employee, home instructor, or short-term substitute shall be considered a member of the bargaining unit. In the

event of a dispute between the Association and the Board in respect to the question of whether a particular employee of the Board falls within one of the classifications excluded from the bargaining unit as herein defined, that dispute shall be referred to the final step of the grievance procedure as set forth herein. Both the Board and the Association agree that the definitions of such excluded classifications shall be governed by the Ohio Revised Code except as otherwise defined herein.

1.1.5 **Promotion** – Nothing in this Agreement shall limit the right of the Board to promote consenting employees from the bargaining unit to existing or future positions outside the bargaining unit.

1.1.6 In the event that job classifications other than those listed in Article 1.1.4. of this Agreement are established after the date of this Agreement and by reason of the nature of the position are not excluded from the bargaining unit as set forth in this Article 1.1.6., then the Board upon request shall meet with the Association to discuss whether such classification should be added to the existing bargaining unit. If the parties are unable to agree, the matter shall be referred to arbitration in accordance with the provisions of Article 7 of this Agreement.

1.1.7 The term "bargaining unit" or "unit" wherever used herein refers collectively to the employees employed in the job classifications listed in Section 1.1.4. and to other employees added thereto by reason of Section 1.1.6., of this Article.

1.1.8 From time to time throughout this Agreement the word "teacher" is used in place of the words "member of the bargaining unit" or "employee". Unless the sense of the section in which the word "teacher" is used is clearly limited to mean only classroom teachers, the word "teacher" is meant to cover all members of the bargaining unit.

1.2 REPRESENTATION AND DUES

1.2.1 Upon receipt of a properly signed authorization form, which shall be provided by the Association, the Board will cause a deduction to be made according to established schedules for Association dues and assessments. Such form shall be revocable at any time by a member of the bargaining unit provided, however, the Board assumes no responsibility for deductions made in those situations where the employee does not execute a revocation form in sufficient time for the Board to change its records for the next payroll.

1.2.2 For the purpose of Association deductions, the Board shall remit such deductions to the Association within five (5) days of the pay date for which such deduction is made. The Association agrees that it will indemnify and save the Board harmless from and against any and all bargaining unit members' claims, demands, suits, or forms of liability arising out of or by reason of action taken hereunder. Bargaining unit members shall notify the

Association of any revocation of dues deduction authorization pursuant to the agreement between the Association and bargaining unit members. The Association shall provide the Board Treasurer with written notice of termination of the deduction immediately upon learning of any bargaining unit member's revocation of authorization. The Board Treasurer will process all deduction revocations as soon as practicable. The Board shall notify in a timely manner the Association of any changes in the dues deduction.

1.3 NEGOTIATION PROCEDURE

1.3.1 **Scope of Negotiations** – The Board and the MTA shall bargain in good faith according to O.R.C. 4117 on wages, hours, terms and conditions of employment.

It is herewith agreed that no provision of Ohio Revised Code 4117.14 or any other section of the Code purporting to establish for public sector bargaining a process of negotiation, dispute resolution, settlement, or approval shall be applicable as between the Association, its members, and the Board save and except those specific provisions of the Code which permit public employers and the bargaining agent for employees of a public employer to reach agreement on issues other than as provided for by law. The methods of negotiation, dispute resolution, settlement, and approval set forth in this Article shall be the exclusive manner and authority whereby the parties hereto shall seek to reach agreement on all mandatory and permissive subjects of bargaining. Nothing contained herein shall be construed to prevent any party from filing a charge with the State Employment Relations Board in respect to the suspected commission of an unfair labor practice.

1.3.2 **Negotiation Planning** – In the year preceding expiration of the current agreement, the Superintendent and a representative of the Board's team along with the Association President and a representative from the Association's team shall, by October 1, meet to determine if a traditional or alternative bargaining style shall be used in negotiations the next year. If an alternative bargaining style is selected, this four (4) person group will determine the alternative style, preferred meeting times (during or after the school day; weekends), and any other procedural issues. If there is no agreement for an alternative bargaining style by October 1, the parties shall utilize a traditional bargaining method.

1.3.3 **Requests for Negotiations** – If either of the parties desires to open negotiations for a successor Agreement, it shall notify the other party in writing not earlier than January 1 or not later than January 31 of the year in which this Agreement expires. Written notice from the MTA shall be served on the Superintendent; written notice from the Board shall be addressed to the President of the MTA. The party giving notice shall also serve a copy of the written notice, together with a copy of the Agreement, on the State Employment Relations Board (SERB).

1.3.4 **Bargaining**

1.3.4.1 **Bargaining – Alternate Model** -The Board and the Association may enter into an alternate negotiation model by mutual agreement. Should an alternative model be used:

(1) The parties agree to the appropriate training,

(2) The parties agree to establish general rules,

(3) The parties agree to develop a transitional plan to facilitate the return, if necessary, to traditional bargaining,

(4) The parties agree to waive the provisions contained in 1.3.3, 1.3.4, 1.3.5, and 1.3.7 below while bargaining under an alternative negotiation model.

1.3.4.2 **Bargaining – Traditional**

(1) Within thirty (30) days after receipt of such notice, but not later than March 1 of the year in which this Agreement expires, an initial negotiations meeting will be held unless the parties otherwise mutually agree.

(2) Items for negotiation, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added unless mutually agreed to by both parties.

(3) The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session or until all matters submitted for bargaining have been agreed to or otherwise resolved.

1.3.5 **Representation**

1.3.5.1 **Bargaining Team** – The bargaining procedure shall be conducted between representatives of the Board and the MTA. These representatives shall be known as the bargaining teams. Each team may consist of no more than eight (8) members, including two (2) observers, unless modified by mutual agreement. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.

1.3.5.2 **Bargaining in Executive Session** – All bargaining shall be private, and no transcript or recording shall be permitted. This section shall not preclude the taking of notes, the compilation of memoranda and/or distribution of notes

or memoranda by either side to any person, or party, in conformance with ORC 4117.

1.3.6 **Other**

1.3.6.1 **Caucus** – Either bargaining team may call for a caucus during a bargaining session. If a caucus extends beyond thirty (30) minutes, the calling party shall inform the other party of the expected duration.

1.3.6.2 **Exchange of Information** – The Board and the Association agree to provide the other upon request pertinent information to areas that may be discussed during the bargaining period within ten (10) weekdays excluding holidays, if school is not in session. (This does not require the administration to organize and prepare information in a different form than it currently exists unless it has been or is being prepared for themselves.)

1.3.7 **Agreement**

1.3.7.1 Tentative agreements on negotiated items shall be reduced to writing and initialed by a representative of each party. The tentative agreement shall be recommended by the respective teams to the parties it represents.

1.3.7.2 The final agreement reached through negotiations shall, without delay, be reduced to writing and submitted to the bargaining unit represented by the MTA for ratification. Upon such ratification, the agreement shall be submitted to the Board for ratification at its next regularly scheduled meeting or within ten (10) weekdays, excluding holidays, whichever is sooner. If ratified, the agreement shall then be properly signed and dated on behalf of the parties. A copy shall be served upon SERB.

1.3.7.3 A vote by the Association or Board to disapprove shall once again restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval.

1.3.8. **Dispute Resolution**

1.3.8.1 **Mediation** – At any time during the bargaining process either side may request with or without a declaration of impasse the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. In the event that FMCS is unable to provide a mediator, the parties may agree to an alternative source for mediation and shall split any costs of such service. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue.

Mediation shall be intended to be the final step in the process. Should mediation be unsuccessful in resolving the dispute, however, other steps for the resolution of the dispute may be entered into provided all such steps are mutually agreed upon by the parties.

1.3.8.2 In the event no agreement has been reached, approved, and ratified prior to the expiration date of the current Agreement, the Association shall be free to engage in a work stoppage. The Association, in the event it determines to engage in a work stoppage, shall be obligated to provide the Board written notice of its intention at least ten (10) full weekdays prior to the work stoppage. Included in the notice the Association shall state the date upon which its members shall refuse to report to work. Thereafter, should the Association rescind its strike notice, timely notice of this shall be delivered to the Board. The Board, in the event of a work stoppage, shall have such rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

ARTICLE 2 – RIGHTS

2.1 MANAGEMENT RIGHTS

2.1.1 The Association recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive function of the Board to maintain order, efficiency, and general operational responsibility for the schools and its programs, training and support functions; to hire, direct, classify, temporarily reassign, assign, schedule, transfer, evaluate, promote, demote, and layoff employees; and also to discipline or discharge employees; to make and alter reasonable rules and regulations to be observed by employees; to determine the classifications, size, and duties of the work force; to determine reasonable levels of quality and quantity of work; to determine work methods, materials, and equipment; to determine staffing patterns; to assign and allocate work within and between schools and departments; to reorganize, discontinue, or enlarge any schools or departments or portions thereof; and to generally otherwise carry out all other ordinary and customary functions of a board of education.

The Association undertakes for itself, its agents, representatives, and members to cooperate fully with the Board in the exercise of these management rights.

2.1.2 The Board reserves the right to determine in its sole judgment and discretion the degree and extent of subcontracting; provided, however, no member of the bargaining unit shall suffer the loss of his/her job on account thereof.

2.2 ASSOCIATION RIGHTS

2.2.1 The Board respects the right of employees to become active members in their Association(s) and respective professional organizations.

2.2.2 The Board recognizes the Mentor Teachers Association as the professional representative for the teachers of the Mentor School District. Exclusive recognition shall entitle the negotiating unit to those rights guaranteed by Ohio law and certain other rights. These rights shall include:

2.2.2.1 The school district will make available to the MTA facilities and equipment for conducting meetings and Association activities. No fees will be charged for such use unless custodial overtime is incurred as part of facility use. The Association shall coordinate usage with the building administrator.

2.2.2.2 Appropriate Association officials will be released for agreed periods of time for Association work with appropriate and related salary and work load adjustments. The Association shall inform the Administration of any desired released time assignments as early as possible for each succeeding school year. The Association shall provide the Administration with job descriptions for any Association personnel involved in released time assignments.

2.2.2.3 Duly authorized representatives of the MTA shall be free to visit all buildings for MTA business upon notification to the building administrator and in accordance with established school procedures and insofar as such visits do not interfere with the teacher's professional duties.

2.2.2.4 When the Association President is assigned to the middle or the high school, he/she shall be assigned one less class than the maximum number of classes assigned to a full-time teacher, shall not be assigned a duty and the administration shall attempt to place a non-assigned period during the last period of the day. Where an elementary teacher serves as Association President, she/he shall meet with the Superintendent to make some determination with respect to release time for Association business.

2.2.2.5 Should the Board make an incorrect deduction to a teacher's dues amount, that amount shall be reimbursed by the MTA to the teacher. The Board shall not make a negative deduction from the MTA account.

2.2.2.6 The Association shall be entitled to:

(1) The use of faculty bulletin boards used for staff information according to school procedure;

(2) Announcements at faculty meetings according to school procedure;

(3) The use of the public address systems according to school system procedure;

(4) Distribution of faculty bulletins to teachers according to normal school procedure(s);

(5) The agenda of the Board of Education [one (1) electronic copy] and minutes of each Board of Education official meeting [one (1) electronic copy];

(6) The Association shall provide the Board with a list of up to ten (10) dates by August 1 for Association functions, and the Board will not schedule school or district meetings on those dates.

(7) Released time, with no loss in pay or other leave time, as is necessary for Association representatives/witnesses to take part in meetings/hearings scheduled between the Board and the Association during their regular workday;

(8) A list of new teachers' names, building, and assignments as complete as such a list can reasonably be prepared prior to New Teacher Orientation; the right to disseminate materials at New Teacher Orientation; and the privilege of making a brief address at New Teacher Orientation;

(9) A timely list/updates of all teachers' names and assignments as available and upon reasonable request;

(10) The right to disseminate materials at general staff meetings;

(11) Nonconfidential materials related to the Board meeting agenda topics such as financial information and teacher reappointment lists prior to Board meetings as the same are available;

(12) Timely lists of teachers on twenty-four (24) pays along with timely notification of Association payroll deductions and changes;

(13) Normal courier service among buildings including the MTA office if situated in Mentor and timely notice of the routes and schedule for purposes of inter-school mail distribution, without charge;

(14) Professional leave, but with no expense allowance, for MTA duly elected delegates to attend the OEA Representative Assembly;

(15) In order to attend Board of Education meetings scheduled wholly or partially during the school day, the MTA President shall notify the appropriate building principal with sufficient notice so that the administrator can make arrangements for class coverage. At the conclusion of the meeting, the MTA President shall immediately report to the building administrator and then to the classroom. At the option of the administrator, a substitute may be provided.

(16) The MTA President shall have the right to request that an MTA representative serve on specific district-wide committees involving teacher concerns.

(17) The Board will notify the MTA President of updates to Board policies. The Association shall be responsible for updating its Policy Book upon receipt of policy updates.

(18) By September 15 of each school year, the MTA bargaining unit members shall receive an electronic copy of the applicable Building Staff Handbook.

(19) Bargaining unit members who are athletic coaches shall receive an electronic copy of the Mentor Athletic Handbook annually. An electronic copy shall be provided to MTA.

(20) The MTA President or Vice President, in the absence of the MTA President, shall have the opportunity to address the Board of Education at Board meetings at times provided for such input by the Board President. The MTA shall notify the Superintendent and Treasurer by June 1 of each year of the names of the elected officers of the Association.

2.3 **Compensation to MTA Officers for Union Activities in Accordance with STRS**

Upon written request of the MTA, the following MTA officers shall be assigned to the MTA to conduct MTA business. These employees shall be paid an annual stipend by the Board in accordance with the Mentor Teachers Association Constitution and By-Laws. The MTA President will notify the School District Treasurer prior to June 5 of each school year of the name of the officers and the amount of the stipends for the upcoming school year. Employee pay shall be divided equally among the 24 pays.

President
Vice President
Treasurer
Secretary
High School Chair
Middle School Chairs
2 Elementary Co-Chairs
Communications Chair
Special Education Chair

The MTA shall reimburse the Board the cost of the stipends which includes STRS employer contributions, Medicare, and Workers Compensation upon receiving invoicing from the Board of Education.

Upon written request of the North Eastern Ohio Education Association (NEOEA), the Ohio Education Association (OEA), and/or the National Education Association (NEA), an officer of said Associations shall be assigned to the appropriate Association to conduct Association business. These employees shall be paid an annual stipend by the Board in the amount indicated in the written request.

The total cost of the stipend as well as the Board's share of STRS, Medicare, and other benefits, as applicable, will be reimbursed by NEOEA, OEA, and/or NEA.

ARTICLE 3 – PROFESSIONAL CONCERNS

3.1 TEACHER WORK YEAR

3.1.1 The length of a teacher's work year, not counting compensated extended time, shall not exceed one hundred eighty-eight (188) days. Labor Day, Memorial Day, and Thanksgiving Day shall be paid holidays. NEOEA Day shall be a non-paid, non-work day.

At the beginning of the school year, three (3) days in the one hundred eighty-eight (188) day work year shall be mandatory in-service days. Teachers shall have at least one (1) day of the three (3) in-service days prior to the start of the student year to engage in self-directed professional activities.

As to professional records/in-service days, the Superintendent shall have authority to direct time spent in maintaining and completing professional records or in other approved activity on such days.

There shall be one in-service day occurring after the beginning of the school year during the first semester. This in-service day shall be a paid workday; however, staff will not be required to report.

There shall be three (3) non-instructional teacher professional work days scheduled for the end of the first quarter, second quarter and the end of the third quarter. On these days, teachers shall report for regularly-contracted hours but students shall not report. Administration may schedule up to two (2) hours of PLC time for each day. The time not spent in PLC shall be teacher-directed time.

The final contractual workday of the year shall be designated a records day.

3.1.1.1 The Superintendent shall have the ability to create and implement a specialized concept of year-round instruction at select school(s). In staffing any such school(s), the District will first seek qualified volunteers within the affected building, if applicable. If positions remain open following that step, then the District will proceed to fill vacancies consistent with Section 4.4.1.a.

3.1.2 **Calamity Days and Remote Learning Days** – Individual staff assignments shall be carried out in accordance with contract provisions, statute, policy, and rules and regulations for days defined in the school calendar, unless it becomes necessary for the Superintendent to close the schools (or a school) for calamity as defined in the Ohio Revised Code. For the purposes of defining "calamity," the implementation of remote learning for students,

including but not limited to environment factors, concerns with utilities or during a pandemic, shall not constitute a calamity under the law or for the purposes of this section of the agreement.

In the event the Superintendent exercises the discretion to declare a calamity day to close a school or schools, staff shall be informed through established channels of communication and the following procedures shall apply:

a. Unless otherwise required by law to satisfy minimum instructional requirements, the first five (5) calamity days of any school year will not be made up.

b. On calamity days six (6) through nine (9), teachers will provide asynchronous learning assignments for students. These assignments will relate to curriculum and will be reflective of an in-class assignment in scope and length. Assignments should be posted by 10:00 a.m. on the calamity day.

c. For calamity days six (6) through nine (9), teachers will be required to attend four (4) hours of professional development per day. Such professional development will be scheduled to occur prior to the start of the subsequent contract year.

d. Calamity days in excess of nine (9) will be made up in full day increments (i.e., students and teachers report for instruction), if required by the Board of Education. These make-up days will start with the first weekday following the last student day of the school year.

3.1.3 **Teacher Workdays** – The maximum length of a teacher's workday shall be:

a.	High School	7 hours, 45 minutes
b.	Middle Schools	7 hours, 30 minutes
c.	Elementary Schools	7 hours, 30 minutes*
d.	Psychologists shall have the same hours as their assigned building; flexible starting and ending times may be approved by the building principal.	
e.	Teachers assigned to CARES	7 hours, 30 minutes (8:00 a.m. – 3:30 p.m.)

The final records day shall include a morning meeting at the building administrator's option followed by checkout. Each building's faculty council will create a schedule for the day, except that the building administrator may determine whether a morning meeting is held. The administrator will create the agenda of the morning meeting if one is held.

* The additional fifteen (15) minutes added to the elementary teacher workday beginning with the 2026-2027 school year shall be subject to the Intent Statement (Appendix 5).

The time before student arrival or after student dismissal may be adjusted, with administrative approval, for causes of extenuating circumstances. The administrative decision will be final and nongrievable.

Unless an emergency circumstance arises, nine building meetings per year may extend the teacher workday (using 45 minutes as a guideline). Other faculty meetings may be held within the teacher workday. Faculty meetings will not be scheduled outside the normal work day merely for the purpose of sharing information that could reasonably and effectively be communicated by other means (memo, e-mail, etc.)

No less than a thirty (30) minute duty-free lunch period shall be included within each teacher's workday.

Each teacher shall be free to leave the building during the lunch period provided he/she notifies, in advance, the principal, or designee. No teacher shall leave the building during an emergency without authorization from the building administrator. Such authorization shall not be unreasonably withheld.

3.1.4 **Building Level Teams (BLT)** - Members who serve on the Building Level Teams (hereinafter "BLT") shall conduct a vote in each building by secret ballot to determine if the team members will use their thirty (30) minute duty-free lunch period to meet and work on the tasks required of the BLT.

The secret ballots shall be counted by the MTA President or his designee.

One hundred percent (100%) of all BLT members in their individual buildings must vote "Yes" in order for the BLT in that building to meet and work during their thirty (30) minute duty-free lunch period.

3.1.5 **Preparation Time and Work Load** – Preparation time for all teachers shall be defined as unassigned periods to be used for lesson preparation, pupil and/or parent conferences, collaboration, IEP planning, or other professional activities. If a teacher is assigned an IEP, FBA, BIP or manifestation meeting during the preparation period falling within the student day, the teacher will be paid consistent with Section 5.13 (Internal Substitute).

3.1.5.1 **High School/Middle School Teachers** – (Preparation Time) One (1) class period per day unless a different arrangement is agreeable to the affected teacher.

Except as set forth below, the maximum teaching assignment at the high school/middle school level will be five (5) classes or

equivalent, one (1) duty not to exceed the equivalent of one (1) class period, and one (1) homeroom or advisory period unless an individual teacher agrees to some other arrangements. An advisory assignment is one which does not require the teacher to prepare for graded instruction, formal assessment or evaluation of student work, or engage in record keeping beyond normal attendance.

A maximum of four (4) secondary teachers in grades 6-12 per department per year teaching mathematics, social studies, science, ELA or foreign language may be assigned six (6) classes. Teachers assigned to teach a sixth (6th) class will not be assigned a duty or advisory period. Teachers who teach a sixth (6th) class will be paid an additional stipend of two thousand five hundred dollars ($2,500) per semester. The administration shall inform the MTA President of the necessity for a sixth class and work collaboratively with the department chairperson to assign the class. Consideration of rotation of staff will be given. Any teacher assigned to six classes will not carry a load greater than one hundred sixty-two (162) students per semester.

Upon mutual agreement between the Administration and Association, a teacher in another department may teach a sixth class and receive the two thousand five hundred dollars ($2,500) stipend per semester.

The duty assigned may include providing supervision or intervention included in the teacher's area(s) of certification/licensure. A teacher in the high school/middle school schools shall not be required to make more than three (3) preparations per day except in specialized areas where no other reasonable alternative is possible; in such instance, the affected teacher may only be assigned a duty of less than one (1) class period. Duties for the intervention specialists at the high school/middle school level will be defined as providing direct services to students with disabilities.

3.1.5.2 **Elementary Teachers** – Preparation time shall be that unassigned non-student contact time without other duty assignments, excluding the half (1/2) hour duty-free lunch period. Within the financial constraints of the district and building/room utilization, preparation time should be an average of 180 minutes/week not including before and after the student day.

Related Arts Schedule – Related arts are art, music, physical education, and technology (Grades K-5). Within the financial constraints of the district and building/room utilization, administrators will schedule in Grades K-5 forty (40) minutes art, music, physical

education, and technology. Library/media will be twenty (20) minutes.

Related arts teachers will travel as teams, when necessary, to accommodate common planning time and/or professional development. Related arts teachers will choose their assignments from a pre-determined schedule by seniority. If preparation time exceeds the average 180 minutes, extra assignments or duties may be given.

Related arts teachers shall post data specific to their subject area in Card Campus at least twice per grading period, typically near interim time and the end of each grading period.

Elementary Related Arts Committee shall be established to monitor related arts concerns consisting of two (2) MTA representatives and two (2) related arts classroom teachers and designated administrators.

The District shall make a reasonable effort not to assign an elementary related arts teacher more than six (6) classes per day and no more than five (5) classes on a day that the teacher travels between buildings. However, the parties understand that the Superintendent ultimately has the right of assignment and may exceed this aspirational standard.

3.1.5.3 **Traveling Teachers** – No teacher may be required to travel during his/her designated lunch period. The total number of hours in a traveling teacher's work day shall be governed by where he/she spends the majority of his/her day. Traveling teachers will be provided equitable planning time. Buildings will make reasonable efforts to provide preferred parking for traveling teachers. Traveling teachers will be given duties equitable to their assigned time in the building. Teachers who travel between three or more buildings on a daily basis shall not be assigned a full-period duty.

3.1.5.4 **Special Education** - The District will make a reasonable effort to provide a designated space in each building that may be utilized for student intervention. However, the parties recognize that a building's physical layout and facilities limitations may render the provision of such a room impracticable given the operational needs of the District.

(a) **Planning Time** – Annually each Intervention Specialist (excluding tutors/SLPs and school psychologists) will receive release time as follows: caseloads of 1-16 IEP students will

receive three (3) days of release time; and caseloads at or above 17 IEP students will receive four (4) days of release time.

Annually each occupational therapist, physical therapist and speech-language pathologist will receive one (1) release day per semester.

Intervention Specialists, School Psychologists, Occupational Therapists, Physical Therapists, and Speech Pathologists required to complete paperwork such as IEP's and ETR's for students that are not on their respective caseloads, shall receive additional compensation for this work at the internal sub rate on a per hour basis for any students provided such service where the student(s) being served is above the state case load limits.

(b) Teachers with the responsibility for IEP implementation will be provided with a copy of the IEP by the IEP team, advised in a timely fashion as to their responsibilities for implementation of IEP goals and objectives, and advised as to whom they should refer questions or concerns about IEP implementation.

With respect to IEP development:

(1) Regular education teachers responsible for implementation of IEP goals and objectives will be notified of the upcoming IEP meeting in time to evaluate progress on current goals/objectives and provide input for the development of new goals/objectives.

(2) The Secondary Special Education Supervisor and Administration The Secondary Special Education Supervisor and Administration, in collaboration with the Special Education Department Coordinator, will assign a regular education teacher who has the student on his/her schedule (unless the student is being educated out-of-district) to attend meeting(s) related to students' special education services. Where uncertainty exists as to any assignment, the Administration will make the determination. will assign a regular education teacher who has the student on his/her schedule (unless the student is being educated out-of-district) to attend meeting(s) related to students' special education services. Where uncertainty exists as to any assignment, the Administration will make the determination.

(3) The Case Manager for the IEP team will contact regular education teachers, including specialists, in advance of

the meeting to secure their input as noted above. In scheduling these meetings, the District will consider the impact upon instructional time of the regular education teacher assigned to the meeting.

(4) Teachers with the responsibility for a 504 implementation will be provided with a copy of the 504 plan by the building principal or designee, advised in a timely fashion as to their responsibilities for implementation of 504 accommodations and modifications, and advised as to whom they should refer questions or concerns about 504 implementation.

(c) **In-Service**

(1) The district will explore resources that will support and assist the affected teachers in providing education in the least restrictive environment.

(2) The district will provide in-service training to teachers to assist in addressing the legal issues and educational needs of students with disabilities in the least restrictive environment.

(3) Special education teacher/intervention specialist will be required to be properly certified or licensed in all four (4) subject areas (reading, math, science, social studies). The qualification is to be achieved within two (2) years of initial employment. The Board will pay for the on-line courses.

3.1.5.5 Teachers Assigned to CARES

(1) Teachers shall be required to eat lunch with the students. Teachers may not leave the building during students' lunch periods. Teacher's duty-free thirty (30) minutes lunch shall be before or after student hours.

(2) Teacher preparation time shall be before or after student hours. Student hours are 8:30 a.m. – 2:00 p.m. Monday through Friday.

3.1.6 **Alternative/Modified Schedule**

The parties agree that the District reserves the management right to modify the schedule of any building or level of instruction, including but not limited to adjusting the number of class periods/assignments, so long as the modified

schedule does not result in an increase to the overall instructional/student contact time of members at the affected building/level. If schedules are adjusted, planning time shall be no less than two hundred twenty (220) minutes per week.

3.1.6.1 - **Remote Learning**

The Board of Education shall have the authority to implement remote learning. In advance of each school year, the Board of Education and the Association will collaborate with regard to details associated with implementation of remote learning; however, the determination regarding implementation of such program(s) remains within the sole discretion of the Board of Education.

3.1.6.1.1 **Staffing**

The District will follow the procedures outlined in Article 4 in making determinations related to the hiring and assignment of teachers to remote instructor positions.

3.1.6.1.2 **Programming**

3.1.6.1.2.1 Any new remote learning courses taught, will not exceed the size of classes typically conducted in-person unless mutually agreed to by the Association President and the Superintendent (or designee).

3.1.6.1.2.2 A teacher may be assigned both in-person and remote classes. If a teacher is assigned the same class for in-person instruction and for online/remote instruction, the online/remote class will count as a second preparation.

3.1.6.1.2.3 Each remote instructor will be provided a designated physical workspace in the District.

3.1.6.1.2.4 Any classes that were not previously created as remote learning courses (i.e., courses not taught in 2020-21) will cover the same standards as in-person classes, and any synchronous remote learning courses should meet during the times set forth for the in-person teacher workday. For those synchronous courses, the teacher should meet with at least a portion of the assigned students during each designated period of instruction.

Targeted Remote Learning Days

In addition to the remote learning structure set forth above, the District may enact targeted remote learning on a District-wide,

building-wide, and/or class-specific basis for up to two (2) days per quarter for specific classes and/or buildings. Affected teachers will be provided advance notice of at least fourteen (14) days of the remote learning day(s) and Administration will consult with the Association with regard to details associated with implementation of these targeted remote learning days.

3.1.7 **Infinite Campus – Open Grade Book**

The grade book in Infinite Campus or some comparable on-line grade book program will be open to parents on the Portal. All teachers will set up and use the grade book function. The guidelines for the posting of the grades are as follows:

One (1) Week
- Tests
- Quizzes
- Homework
- Daily/Classroom

Two (2) Weeks
- Extended response items
- Projects
- Major writing assignments

Other
- Assignments that may require more than two weeks should be explained in a message posted by the teacher on the Portal.

3.1.8 **Parent/Teacher Conference Days and Meet the Teacher Night**

HIGH SCHOOL/MIDDLE SCHOOL –-Two half days in the fall and one-half day in the spring shall be scheduled for parent/teacher conferences.

ELEMENTARY - Two half days in the fall and one-half (1/2) day in the spring, with spring conferences scheduled at the teacher's, administrator's, or parents' request.

CAREER TECHNICAL EDUCATION – Minimum of one (1) night (3 hours) in the fall for parent-teacher conferences and the additional six (6) hours (three (3) hours from fall and three (3) hours from spring) will be conducted outside contractual hours that correlates to the program. Final approval of hours outside the contractual hours shall be pre-approved by the immediate supervisor.

Teachers shall also hold one "meet the teacher night" to be scheduled by administration.

Parent/Teacher Conferences and Meet the Teacher Night shall not exceed three (3) hours per event, except by mutual agreement between administration and MTA. Should Parent/Teacher Conferences exceed six (6) hours, that time shall be used toward the teachers' professional development hours.

Compensatory days shall be the day before Thanksgiving and one (1) day in the spring as recommended by the calendar committee.

Teachers assigned to CARES - Teachers shall schedule two (2) half (1/2) days in the fall and one (1) half (1/2) day in the spring for "Home Visits" in lieu of conference days. CARES teachers shall do one home visit per student per year up to six (6) students per teacher.

Teachers' work schedules shall be adjusted on the parent/teacher conference days so that they do not exceed the workday provision except by mutual agreement. Conferences shall not exceed three (3) hours, except by mutual agreement.

3.2 **TEACHER PROFESSIONAL STUDY AND/OR SURVEY PROGRAM** – The program will be made available to members of the bargaining unit as defined in the Professional Negotiations Agreement, Article 1.1.4. The program would provide, when the Superintendent determines that funds are available, four (4) agreements of four thousand dollars ($4,000) each for study and/or survey (agreements can be prorated on an equivalent basis for short periods of time). The agreements are to be used for intensive study and/or surveys, directed at meeting critically defined needs of the school district in the areas of school district organization and building needs, curriculum and instructional needs, and needs for improved or additional services that may be required by the Board of Education. Such needs shall be defined and set forth annually by the Administration and shall be approved by the Board of Education.

An individual teacher's participation in the program primarily should be to assist in resolving major educational problems, as aforesaid, facing the Mentor School District and secondly should serve to enhance the professional status of the individual. Teaching staff members eligible to participate in this program are expected to meet the following requirements:

3.2.1 The teacher shall have completed five (5) years of service in the Mentor School District.

3.2.2 The teacher who desires to participate in the Professional Study and/or Survey Program shall, in accordance with the defined needs of the school district, set forth a plan of study which can be accomplished within a period of time not to exceed a contract year. Proposals shall be submitted prior to April 1 of the preceding year, or portion thereof, proposed for the study.

3.2.3 Individual teachers shall submit proposals for participation in the Professional Study and/or Survey Program in accordance with Board policy, rules, and regulations.

3.2.4 While the primary benefit of the program is to serve the needs of the Board, it is recognized that the program will be of benefit to the individual. The program is also intended to encourage participants to remain with the system in order that the full benefit of their study or work be available to the Board of Education. Therefore, it is a requirement of this program that the teacher shall provide three (3) years of service subsequent to the completion of his participation in the program, during which time the agreement will be amortized. Should an individual request leave prior to the full amortization of the study and/or survey agreement, a proration of the unamortized amount shall be returned to the Board of Education.

In the event a participant leaves the employ of the Board of Education prior to the full amount being amortized he/she shall arrange a satisfactory schedule for repayment of the unamortized amount that will not exceed a period of three (3) years.

3.2.5 A teacher's participation in this program shall be contingent upon the availability of a fully-qualified replacement.

3.2.6 A teacher's participation in this program shall be contingent upon the Superintendent's approval, his recommendation to the Board of Education, and the approval of the Board of Education to place the teacher on a leave of absence for this purpose.

3.3 **TRAVEL ALLOWANCE** – In the event a teacher is required by the Board to travel other than from home to school and back or if the Board approves travel expenses for a teacher involved in interschool visitations, workshops, conferences, conventions, etc., that teacher shall be reimbursed at a mileage rate equal to the per mile allowance rate utilized by the Internal Revenue Service. Payments shall be paid monthly or when they reach twenty-five dollars ($25.00), whichever occurs first.

3.4 **TEACHERS' LOUNGE** – The Board recognizes the beneficial effects of a teachers' lounge upon the morale of the teachers. While the effect of utilizing school building space designated as a teacher's lounge is viewed as beneficial, the overall effects upon the instructional program of total building utilization must be considered in designating an area as a teachers' lounge. Instructional needs such as the nature of the instructional program or the level of student enrollment are recognized as having an effect upon total space utilization within a given school building.

In order to give full consideration to all factors, the building principal will, after reviewing the nature of the instructional program and level of student enrollment:

3.4.1 Identify the various space options available for designation as a teachers' lounge.

3.4.2 Review with the school staff, which of the available areas will be designated exclusively as a teachers' lounge. Lounges shall be free from noisy reproduction machinery, etc., when possible.

3.4.3 Designate which area(s) shall be used as a teachers' lounge(s) based on a majority opinion of the teachers.

3.5 **TEACHER FILES** – No material other than personal recommendations and placement papers closed to the individual shall be placed in the files unless the teacher has had an opportunity to read the material and affix his/her signature to said material. Such signature does not necessarily indicate agreement with the content.

Upon written request by the teacher, he/she shall be given access to evaluations and materials other than personal recommendations that are contained in his/her personnel file. No materials whose content violates a teacher's constitutional rights shall be placed in any teacher's file.

The teacher shall have the option of writing a counterstatement to the above kinds of material, and his/her statement would be attached to the material in his/her file.

Any individual other than the teacher and/or school officials requesting to review said teacher's personnel file must follow the personnel file review procedure and O.R.C. 149.43.

Immediately upon written request the teacher shall have a copy of said evaluation or material.

3.6 **FACULTY COUNCIL** – An elected faculty council will be established in each school building consistent with Board Policy.

3.7 **STUDENT TEACHERS** – The Board of Education realizes it has a responsibility along with the area colleges and universities for the preparation and training of teachers. The Board of Education endorses and supports such joint university-school district endeavors. The Board encourages the administration and staff to participate fully with the area colleges and universities engaged in teacher education on the cooperative design of programs to provide opportunities for laboratory training experiences in the Mentor School District. Cooperatively developed teacher training programs are to meet the established needs of the school system. The programs shall be carried out in accordance with the established policies, rules, and regulations of the Mentor School District and in accord with agreements with the institutions of higher learning.

3.8 **STAFF EVALUATION** – Consistent with law and Board policy, the Board shall conduct an evaluation of each teacher (defined to include counselors for the purpose of this section) employed by the Board at least once each school year, subject to the two exceptions provided below.

3.8.1 Accomplished Teachers. A continuing contract teacher who receives a final summative evaluation rating of Accomplished in OhioES based upon his/her most recent evaluation will be evaluated once every three (3) years, so long as the teacher submits a self-directed professional growth plan (PGP) to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year in which a formal evaluation is not required, teachers rated as Accomplished in OhioES for their most recent evaluation will have one (1) observation, a post-conference and high quality student data measure. In addition, these teachers will meet with the evaluator, as determined by the evaluator, to discuss the PGP.

3.8.2 Skilled Teachers. A continuing contract teacher who receives a final summative evaluation rating of Skilled in OhioES based upon his/her recent evaluation will be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a PGP for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year in which a formal evaluation is not required, teachers rated as Skilled in OhioES for their most recent evaluation will have one (1) observation, a post-conference and high quality student data measure. In addition, these teachers will meet with the evaluator, as determined by the evaluator, to discuss the PGP.

3.8.3 A teacher otherwise eligible for less frequent evaluation as set forth in Section 3.8.1 or Section 3.8.2 above may elect to "opt-out" of the less frequent evaluation process for any eligible year. The teacher will notify the Director of Human Resources in writing by September 1 if he/she wishes to receive a full evaluation for the current school year.

3.8.4 For those teachers being evaluated under Section 3.8.1 or Section 3.8.2 above, in the event that an evaluating administrator identifies a deficiency or area of concern with the teacher's performance in that school year, the teacher's limited evaluation may be converted to a full evaluation cycle consistent with the law and Board policy.

3.9 **TEACHER RIGHTS AND RESPONSIBILITIES**

3.9.1 Any member of the bargaining unit who is being reprimanded in writing or disciplined for any reason shall be entitled to have a representative of the Association in attendance at any conference scheduled for the above reason. If the delay in securing Association representation would not be in the immediate best interests of the school district, its pupils, and/or employees, the reprimand and/or discipline may be imposed without representation to the extent necessary to meet these immediate best interests.

3.9.2 Teachers shall be free to publish professional works or secure copyrights so long as such works have not been done under the auspices of the school system and/or as a part of their employment.

3.9.3 The Board, the Association, and the members of the bargaining unit shall carry out their respective functions without regard to any protected class status under state and federal law, including but not limited to race, religion, age, sex, marital status, color, national origin, creed, and membership or nonmembership in the Association. No reprisals shall be taken against any teacher by reason of his/her utilization of any procedure or right accorded by this Agreement, nor on account of his/her membership or position in the Association.

3.9.4 In the event a teacher secures non-school employment concurrently with the exercise of responsibilities under this Agreement and any other employment agreement with the Board, such non-school employment shall not conflict with contracted and professional responsibilities of the school district.

3.9.5 In matters not subject to the grievance procedure, teachers shall have the unrestricted right to use the judicial process when they believe their rights provided by law have been violated; teachers shall comply with all applicable federal, state, and municipal governments' statutes, laws, and ordinances.

3.9.6 Teachers shall accept their responsibility to practice their profession according to the highest professional ethical standards.

3.9.7 The teacher shall make reasonable effort to protect students from conditions harmful to learning or to health and safety. To assist the teacher in ensuring student safety, the district will consider the class structure and physical limitations of the facilities when planning schedules. No teacher shall be unreasonably required to risk harm or injury in the performance of his/her duties.

3.9.8 If any teacher feels that a class setting is unsafe, he/she should immediately notify the building principal. Upon receipt of notification, the principal will have five (5) workdays to attempt to resolve the issue. If the building principal cannot solve the problem or if the classroom teacher does not feel the safety issue is resolved, he/she will notify the MTA President who will schedule an emergency meeting of the District Wide Mutual Problem Solving Committee to address the concern.

3.9.9 Teachers shall not use their position within the school system with students for private advantage.

3.9.10 The termination of a teacher's contract may be accomplished by complying with all relevant sections of the Ohio Revised Code.

3.9.11 Teachers have the right to participate in professional and civic organizations for their personal benefit and interest so long as such activity does not interfere with their contractual obligation.

3.9.12 Teachers shall not interfere with another teacher's exercise of political activity or his/her rights and responsibilities.

3.9.13 Teachers are expected to perform their duties and assume the responsibilities assigned their respective positions in accordance with Board policies, job descriptions, and rules and regulations not spoken to in negotiated language.

3.9.14 Teachers shall not be required to transport students in their private vehicles.

3.9.15 Any teacher who is on sick leave with pay when schools are temporarily closed in accordance with the O.R.C. shall be paid the same as any other teacher, and there shall be no deduction in sick leave.

3.9.16 District-wide directories shall be provided by the Board to all teachers if and when such directories are produced.

3.9.17 Teacher assigned to CARES shall be required to obtain their chauffeur license and may be asked to transport students during school hours in a school owned vehicle not to exceed a twelve (12) passenger vehicle.

3.9.18 **Complaints Against Teachers** – Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or students unless said complaint has been investigated by the administration and the teacher's position has been heard.

The teacher, upon being notified of a written complaint, shall be afforded the opportunity to meet with the complainant and the administration in an effort to resolve the complaint. The administration, then Board, may thereafter try to resolve the complaint with or without the teacher's participation. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint. When seeking information from students concerning complaints against staff, the administrator shall use proper guidelines to ensure due process. Anonymous complaints shall not be considered.

3.9.19 If an administrator changes a student's grade, the teacher shall be notified in writing within one (1) week of the grade change and the reason(s) for said change. The administrator's decision shall be final.

3.9.20 Each teacher shall maintain all certificates/licenses (or equivalent) held at the time of her/his initial employment and continue to maintain properly certified or licensed status in each such area during the term of her/his employment with the Board.

3.9.21 **Third Grade Reading Guarantee**. Each current and newly hired K-3 reading teacher will be required in compliance to become credentialed to teach children "not on track" or retained in compliance with the law for the Third Grade Reading Guarantee. The Board shall reimburse teachers for the cost of the assessment required by State Board of Education for the teacher to become credentialed for the Third Grade.

3.9.22 **ASSAULT LEAVE** –

3.9.22.1 An employee who is physically and/or psychologically assaulted as a result of employment shall be provided assault leave and sign a written release to permit the Director of Human Resources to consult with a physician on the sole issue of the physician's professional opinion regarding the need for assault leave. The initial authorization of assault leave shall be for up to forty-five (45) working days.

3.9.22.2 The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave and sign a written release to permit the Director of Human Resources to consult with a physician on the sole issue of the physician's professional opinion regarding the need for assault leave. The initial authorization of assault leave shall be for up to forty-five (45) working days.

3.9.22.3 The employee who has been assaulted must file an assault complaint with appropriate officials**,** including a police report, in the appropriate jurisdiction unless evidence is presented by a physician and/or a psychiatrist that the involved staff member's physical or mental health would be impaired by subsequent court appearances. In an effort to support the assaulted employee's safe return to work, the Board will pursue strategies to minimize contact between the assaulted employee and the assaulting party in accordance with law.

3.9.22.4 A certificate from a licensed physician stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.

3.9.22.5 If requested by the Director of Human Resources and if the assault leave will extend beyond forty-five (45) working days, the Director of Human Resources may ask the employee to furnish a certificate from the original licensed physician stating the nature of the disability and its duration. The Director of Human Resources may request a second opinion(s), at Board expense, following each time the employee furnishes the certificate from a licensed physician stating the nature of the disability and its duration. The Board, at its expense, shall consult an occupational health service to select an

appropriate physician to provide a second opinion. If there is a disagreement between the original physician and Board physician, the two physicians will be asked to select a third physician, at Board expense, to provide a final decision.

Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Likewise, if an employee is subpoenaed to make court appearances related to the assault, assault leave days shall be granted. However, any remuneration received for serving the court will be disbursed to the Board of Education by the employee, exclusive of parking fees, mileage, and meal expenses.

3.9.22.6 In the case of an assault on an employee as a result of employment of the Board of Education for which Worker's Compensation or disability compensation under the State Teachers Retirement System is paid, the Board will pay the difference between the Worker's Compensation or disability payment and the employee's daily rate, for a period not to exceed one (1) year. In addition, the Board will pay the monthly premium on the medical plan, major medical, and group life insurance pursuant to law.

3.9.22.7 Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

3.10 **PROGRESSIVE DISCIPLINE**

3.10.1 A teacher shall not be disciplined without just cause. Such disciplinary action shall be subject to the grievance procedure set forth in this Agreement.

3.10.2 Any discipline issued to a teacher will be reasonable and appropriate for the alleged infraction. The disciplinary procedure generally will be progressive in structure, and typically should include at least one verbal and at least one written warning prior to initiating more serious disciplinary action, such as suspension without pay or termination. However, the Board of Education may skip steps in the progressive discipline framework should it determine the magnitude of the offense warrants a more serious corrective action.

3.10.3 If the Board determines a suspension is warranted given the magnitude of the offense, and/or prior steps in the progressive discipline process, the administration may suspend a teacher without pay for up to ten (10) days.

3.10.4 If the Board determines termination is warranted given the magnitude of the offense and/or prior steps in the progressive discipline process, the

termination of the teacher's contract shall be governed by Ohio Revised Code 3319.16.

3.11 REPLACEMENT EMPLOYEES

3.11.1 **Short-Term Substitutes** – A short-term substitute employee is one who replaces a regular employee and assumes the assignment of that employee for a period not exceeding sixty (60) consecutive days of service.

3.11.2 **Long-Term Substitutes** – A long-term substitute is one who replaces a regular employee for an extended period of time in excess of sixty (60) days. Such a person will remain as a substitute but will be placed on the first step on the regular salary schedule commencing with the sixty-first (61st) consecutive day of service in the assignment of the regular employee. Upon the return of a regular employee or through an interruption in a long-term substitute's service, a long-term substitute shall revert to a regular status and pay rate, as a short-term substitute unless such interruption is for three (3) days or less and for reasons described in the Sick Leave Policy Rules and Regulations. There shall, however, be no pay for such absence. Except as provided by law, there shall be no contractual relationship explicit or implied in the placement of a long-term substitute on the regular salary schedule while serving in the absence of a regular staff member.

3.12 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

3.12.1 **Purpose** – The purpose of the Mentor Public Schools Local Professional Development Committee (MPDC) is to review individual professional development plans submitted by certificated staff, and if approved, monitor the coursework and/or activity proposals; and to grant or deny credit of coursework/activities for the issuance of a certificate or license renewal. The MPDC shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

3.12.2 **Committee Composition** – The MPDC shall be comprised of at least seven (7) members as follows:

a. The MTA President shall appoint four (4) MTA bargaining unit members which includes one (1) member of the MTA Executive Board. The Committee will have one elementary principal or supervisor, one high school/middle school administrator or supervisor, and one employee selected by the Superintendent, who will hold a valid Ohio certificate/license issued by the Ohio Department of Education.

b. A majority of the MPDC members shall be teachers unless the review of an individual professional development plan affects the renewal of an administrator's license or certificate. In such a case, if the administrator requests, one teacher member would not participate and an additional

administrator would be added to the MPDC for purposes of reviewing the administrator's proposal only.

3.12.3 **Selection of Committee Members**

a. The selection of all classroom teacher members of the committee shall be according to procedures established by the Mentor Teachers Association.

b. The Superintendent shall select all of the other members of the committee.

3.12.4 **Term of Office** – The term of office shall be for four (4) years with alternate selection. Service on the committee shall be for one full term, except that there will be two standby members, one of whom will be designated by the superintendent and one of whom will be designated by the MTA President. A teacher may apply for a second term if there is no interest by another teacher to be appointed to the position. Final determination of MTA committee members shall be made by MTA President.

3.12.5 **Vacancies** – The procedures used in the selection process described in Section 3.12.3 of this Article shall be used to fill any vacancy.

3.12.6 **Committee Officers** – The chairperson shall be elected by a simple majority of the MPDC members. Additional officers may be selected at the discretion of the committee and/or the chairperson with those duties established in the MPDC bylaws.

3.12.7 **Definitions**

a. A "classroom teacher" is any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.

b. A "principal, administrator, or supervisor" is any individual employed by the Mentor Schools for the majority of their assignment time as a principal, assistant principal, unit principal, director, supervisor, or coordinator not a member of the bargaining unit, and who holds a valid Ohio administrator's or supervisor's certificate or license issued by the Ohio Department of Education.

3.12.8 **Compensation** – Committee members shall be paid according to the Mentor School District Supplemental Salary Index for MPDC. See Article 5.5.

3.12.9 **Meetings** – The MPDC shall hold regular meetings once per month. The regular monthly meetings shall be scheduled for the year during the August meeting. The chairperson may cancel the meetings if no individual

professional proposals or plans have been submitted, and if no other issues have been raised. The chairperson may call an emergency meeting of the MPDC.

3.12.10 **Appeals Process**

a. Upon denial of an individual professional development plan or proposal, written appeals shall be submitted to the MPDC chairperson. All written appeals will be reviewed at the next regularly scheduled monthly meeting of the MPDC.

b. An appeal may be presented in person at that regularly scheduled monthly MPDC meeting. A written request for inclusion on the agenda must be submitted to the MPDC chairperson no later than three contract days prior to the regularly scheduled monthly meeting.

   Written notification of the appeal decision shall be provided to the applicant within ten contract days or 30 calendar days of the meeting, whichever comes first.

c. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one person chosen by the applicant, the Superintendent of Schools, and the President of the Mentor Teachers Association. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.

3.12.11 **Applicability of Grievance Procedures** – Appeals of MPDC decisions are limited to the appeals process described in Section 3.12.10. Decisions of the MPDC and any mediation team formed as part of the appeals process of this Section 3.12 are not grievable under Article 7 – Grievance Procedure.

3.13 RESIDENT EDUCATOR PROGRAM

3.13.1 **Philosophy**

a. The Ohio Resident Educator Program is a program of formative assessment and mentoring support that will culminate in the completion of a statewide summative, performance-based assessment. The program allows mentors and other colleagues to work with Resident Educator's over time and move deeper into the process of being an effective teacher.

b. Resident Educators will receive ongoing formative feedback from mentors as they collaborate and document their work together. They will receive more formal, yet still formative, feedback on progress toward goals during the mid-year review and at the end of the school year.

c. Resident Educators and Mentors will be required to follow the guidelines outlined by State Board of Education.

*This language is meant to align to State Board of Education's requirements. As State Board of Education and statutory requirements change, related CBA language will change to align with those requirements.

3.13.2 **Administration of the Program**

a. Resident Educator Planning Committee

(1) A committee to plan the activities of the program will be comprised of three (3) Superintendent appointees and three (3) MTA members appointed by the MTA President.

(2) The committee shall plan, direct and assess the program as per State Board of Education guidelines.

(3) The committee shall assign Mentors to Resident Educators.

(4) The committee will convene at the beginning of the year and when necessary to plan meetings for both mentors and resident educators, to discuss State Board of Education requirements and to ensure proper implementation of the program.

3.13.3 **Mentor**

3.13.3.1 Criteria **ALL CRITERIA MUST MEET STATE BOARD OF EDUCATION'S REQUIREMENTS FOR MENTORS**

(1) An Ohio five-year Professional License or an Ohio permanent license.

(2) Five years teaching experience.

(3) Recent classroom experience within the past 5 years.

(4) Successfully complete state mentoring training.

(5) Attend mentoring meetings as required by the Resident Educator Planning Committee.

(6) Make weekly contact with the resident educator during the first semester to provide assistance and direction.

(7) Meet or communicate regularly after the first semester to observe, give feedback and monitor progress of the Resident Educator.

(8) Commit to working with the Resident Educator for the duration of their resident educator license.

(9) Follow State Board of Education's requirement for each year of the Resident Educator program.

(10) Attend partial session of new teacher orientation to be introduced to Resident Educator and to have initial meeting to review first year Resident Educator process.

3.13.3.2 **Appointment of Mentors**

(1) By May 15 of each year, the Director of Human Resources will post a notice to all certified staff that the district is seeking year 1 Resident Educator qualified mentor candidates for the following school year. The posting will include: candidate requirements, expected hours of service and supplemental contract amount. A list of district-wide applicants will be maintained for review by the Resident Educator Planning Committee to match resident educators with mentors prior to the start of the school each year.

(2) The Resident Educator Planning Committee will create an appropriate match of mentor and Resident Educator. If no qualified mentor is available from the building list, a trained mentor shall be recruited by the committee.

3.13.4 **Resident Educator**

Per State Board of Education's guidelines, to be eligible to participate in the Resident Educator program, beginning teachers must:

(a) Hold a valid resident educator license issued under RC 3319.22 or 3319.227 or an alternative resident educator license issued under RC 3319.26 or 3319.261.

(b) is employed under a license described in the immediately preceding language.

(c) Teach at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license or endorsement.

(d) Be responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress during the school year.

(e) Provides instruction during the school year for a minimum of one hundred twenty (120) days as defined by RC 3319.09.

(f) Be assigned an State Board of Education-certified, trained mentor by the District during participation in the program.

Per district guidelines, the Resident Educator must:

(a) Work cooperatively with mentor teacher.

(b) Attend four (4) day teacher in-service/orientation prior to the start of school (Year one (1) Resident Educators only).

(c) Attend 5 district Professional Development Meetings for Year 1 Resident Educators only.

3.13.5 **Program Coordinator**

(a) The Program Coordinator will be appointed by the Superintendent. He/she will be responsible for reviewing all State Board of Education requirements and informing the committee. The committee will make adjustments to the program as needed to comply with State Board of Education requirements.

(b) Compile a current list of Mentors and Resident Educators and forward to the Resident Educator Planning Committee, MTA President, Superintendent, and Director of Human Resources as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.

(c) Enter all Resident Educator into CORE on the State Board of Education website and certify the successful completion of each resident educator.

(d) Meet with Mentor and/or Resident Educators to resolve any conflict. If necessary, reassign a new Mentor. Compensation would be prorated for past and new mentor.

(e) Schedule all Resident Educator meetings and send notice of each meeting to all affected members.

(f) Schedule a meeting with the Resident Educator Planning Committee when deemed necessary.

(g) Keep up to date with State Board of Education requirements.

3.13.6 **Release Time**

Mentors and Resident Educators will be permitted release time through the regular in-service approval process.

3.14 CARDINAL ACHIEVEMENT ACADEMY

Staff teaching courses for the Cardinal Achievement Academy shall be compensated thirty-eight dollars ($38.00) per hour**,** with hours based on the number of students under instruction to a maximum of six (6) hours per week.

3.15 MASTER TEACHER COMMITTEE

3.15.1 **Purpose** – The purpose of the Master Teacher Committee is to be responsible for:

a. The review, grading and certification of bargaining unit member applications for Master Teacher designation, consistent with the regulations of the Ohio Department of Education.

b. Establish documentation requirements and procedures for submitting Master Teacher applications.

c. Communicate the process for the benefits of becoming certified as a Master Teacher to bargaining unit members.

3.15.2 **Committee Composition** – The Master Teacher Committee shall be comprised of five (5) members as follows: Two elementary teachers, one middle school teacher, one high school teacher, and one employee selected by the Superintendent, who will hold a valid Ohio certificate/license issued by the Ohio Department of Education.

3.15.3 **Selection of Committee Members**:

a. The selection of all classroom teacher members of the committee shall be according to procedures established by the Mentor Teachers Association.

b. The Superintendent shall select the other member of the committee.

3.15.4 **Term of Office** – The term of office shall be for four (4) years with alternate selection. A teacher may apply for a second term if there is no interest by another teacher to be appointed to the position.

3.15.5 **Vacancies** – The procedures used in the selection process described in Section 3 of this Article shall be used to fill any vacancy.

3.15.6 **Committee Officers** – The chairperson shall be elected by a simple majority of the Master Teacher Committee members. Additional officers may be selected at the discretion of the committee and/or the chairperson with those duties established in the Master Teacher Committee Bylaws.

3.15.7 **Definitions**

3.15.7.1 A “master teacher” demonstrates excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student learning. A master teacher strives for distinguished teaching and continued professional growth as specified by The Ohio Standards for the Teaching Profession.

3.15.7.2 A "classroom teacher" is any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.

3.15.7.3 A "principal, administrator, or supervisor" is any individual employed by the Mentor Schools for the majority of their assignment time as a principal, assistant principal, unit principal, director, supervisor, or coordinator not a member of the bargaining unit, and who holds a valid administrator’s or supervisor’s certificate or license issued by the Ohio Department of Education.

3.15.8 **Compensation** – Committee members shall be paid according to the Mentor School District Supplemental Salary Index for Master Teacher Committee. See Article 5.5.

Successful applicants for Master Teacher shall be compensated a one-time amount of five hundred dollars ($500).

3.15.9 **Meetings** – The Master Teacher Committee shall hold regular meetings once per month in August, September, October, November, May, June, and additional meetings as needed. The regular monthly meetings shall be scheduled for the year during the August meeting. The chairperson may cancel the meetings if no actions are required.

3.15.10 **Application Forms** - Application forms become the property of the committee and will be discarded at the end of the school year.

3.15.11 **Appeals Process**

a. Upon denial of an application, written appeals shall be submitted to the Master Teacher Committee chairperson. All written appeals will be reviewed at the next regularly scheduled monthly meeting of the Master Teacher Committee. No appeals will be considered based on scoring of a candidates’ application. Written notification of the appeal decision shall

be provided to the applicant within ten contract days or thirty (30) calendar days of the meeting, whichever comes first.

b. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three (3) person mediation team chosen as follows: one (1) person chosen by the applicant, the Superintendent of Schools, and the President of the Mentor Teachers Association. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.

3.15.12 **Applicability of Grievance Procedures** – Appeals of Master Teacher Committee decisions are limited to the appeals process described in Section 3.15.11. Decisions of the Master Teacher Committee and any mediation team formed as part of the appeals process are not subject to the grievance procedure.

3.15.13 **Renewal** – Teachers holding a Master Teacher's designation shall renew this designation per State Board of Education guidelines.

3.16 CARDINAL AUTISM RESOURCE AND EDUCATION SCHOOL (CARES)

Intervention Specialists assigned to the CARES Program and housed in the Jacqueline A. Hoynes Building may be required to drive a van as part of their regular Duties. If the teacher is required to drive a van, the following shall apply:

1. The Teacher must hold a valid Ohio driver's license on file with the Board.

2. The Teacher shall complete a semi-annual driver records checks through the Ohio Department of Education for which records shall be maintained by the employer for a minimum of six (6) years.

3. The Teacher and the Board will comply with Ohio Administrative Code (hereinafter "OAC") with regard to driving a school van.

4. The teacher must be physically qualified as determined by rule 3301-83-07 of the Administrative Code which includes an annual physical exam.

5. The Teacher must complete pre-service training as required by OAC as follows:

   - A four-hour minimum Ohio pre-service driver curriculum (or other course only as approved in advance by the pupil transportation section of the Ohio Department of Education).

   - A driving performance evaluation and review.

   - Submit evidence of training to the regional pre-service instructor.

- Have a certificate of acknowledgement of van driver training as issued by the Ohio pre-service program.

6. The teacher must complete two hours of annual inservice training as approved by the school district's Transportation Department.

7. The teacher must obtain an initial BCII State and Federal background check and a new report shall be required every six (6) years.

8. The Board shall pick up any costs associated with medical exams and licensing for teachers required to drive a van.

9. The teacher may transport students enrolled in the CARES program in a board-owned van clearly marked "Jacqueline A. Hoynes Building" to address immediate needs only of individual CARES students

10. All other transporting of CARES students enrolled at the Jacqueline A. Hoynes Building shall be done in accordance with *the Agreement between the Mentor Board of Education and the Mentor Classified Employees Association*.

3.17 **JOB SHARING (~~K-5~~ PreK-5 positions only)**

3.17.1 **Definition** – Job sharing shall be defined as a voluntary arrangement occurring when two members of the bargaining unit share a bargaining unit assignment which is normally a full-time assignment staffed by a single bargaining unit member. Both members sharing a job must be properly certified (licensed) for the position.

3.17.2 **Right To Share** – Two bargaining unit members who wish to share a job may do so providing that they are both properly certified (licensed) for the position, they are both currently assigned to the building where the job share occurs or management is willing to effect a transfer and the transfer does not impede another bargaining unit member's rights, and the job share does not result in significant and demonstrable operational problems (such as the inability to fill another bargaining unit position). At the conclusion of each academic year, each job sharing teacher may apply for any available full-time position. If there is a vacant job sharing position, the position shall be posted pursuant to Article 4.4. of the Collective Bargaining Agreement. If there are no internal applicants, the Board may post the position externally.

3.17.3 **Seniority And Benefits** – Each teacher shall:

a. Receive three-fourths (3/4) of a year seniority credit for each year of job sharing.

b. Be entitled to fully-funded (less employee contribution) single coverage and the option of paying for the family portion.

c. Receive one-half (1/2) of the term life amount.

d. Be guaranteed one full year of job sharing.

e. In the event of a life event affecting a teacher engaged in job sharing (death of spouse, divorce, etc.), the affected teacher may return to the next full-time position for which the teacher is certified/licensed. A temporary teacher may be hired to complete the school year for the teacher who has resumed full-time service.

f. For purposes of seniority, each teacher shall advance three-fourths (3/4) of a year or prorated based on the following current practice of the district for each year of service during which a job is shared provided the bargaining unit member works or is paid for 120 part-time days or more in the school year or works the equivalent of one-half or more of a school year:

120+ full days	= year credit
90-119 full days	= .75 year credit
60-89 full days	= .50 year credit
30-59 full days	= .25 year credit
less than 30 full days	= no credit

g. Salary schedule advancement is evaluated twice a year and is calculated on a prorated basis on time worked.

3.17.4 **Application**

a. Each teacher must commit to a full year of job sharing, giving up transfer rights for any job until the next year.

b. Teachers wishing to do job sharing must notify the Superintendent's Office of their intent to apply by February 15 of the preceding year. Teachers wishing to end job sharing must notify the Superintendent's Office by February 15 of the year they are job sharing.

c A teacher who is on a leave of absence and holds a job-sharing position must notify the Superintendent by February 15 of the year he/she is on the leave if that teacher wants to return to his/her job-sharing position the next school year. Failure to notify the Superintendent of this request by February 15 may place the teacher back to a full-time teaching position.

d. Up to two (2) full time positions (affecting four teachers) are subject to job sharing per school year.

e. If more than two (2) teachers want to job share in a single building, the priority will go to the more senior teacher.

f. The rules of leaves of absence shall hold for return to service, and the hiring of a temporary teacher for the first year of job sharing.

3.17.5 **Day**

a. Prep periods and lunch period minutes should count to balance for figuring total teaching time.

b. Both teachers must attend workshop days/conferences/and open house. Teachers may split responsibility for in-service days and teacher meetings, but one of them must be present. Prior to the start of each school year, teachers must establish a schedule for these days and any early release days or other unusual days in consultation with the building principal and Director of Human Resources. Each teacher sharing a job may work up to a maximum of the equivalent of ninety-six (96) full-time days.

c. In the event that a teacher sharing a job is absent, the other teacher sharing that job may substitute for the absent teacher.

d. In the event that it is known that a teacher sharing a job will be absent for sixteen (16) or more consecutive days or as of the sixteenth (16th) day of consecutive absence, the other teacher sharing the job may be required to resume full-time status. The teacher required to resume full-time status shall be given at least five (5) days notice of this requirement. For good cause, the Superintendent may waive the requirement to resume full-time status.

e. Teachers have the right to decide how the subjects will be split, but the principal must give final approval to the plan. Each teacher will be responsible for recording of grades and completion of other elements of the report card.

f. Scheduling for part-time bargaining members shall be consecutive in length (no unpaid intervals between periods of paid intervals).

3.17.6 **Approval/Denial Of Job Share Position** – The decision by the Superintendent or his/her designee to grant or deny a request by an employee for a shared staffing position is final and not grievable. An employee denied a shared staffing assignment shall, upon request, have a conference with the Superintendent to review the denial.

3.17.7 **Evaluation Of Program** – The decision to continue, modify or end the program is left to the Superintendent or designee.

ARTICLE 4 – TEACHER APPOINTMENT, TRANSFER, AND SEPARATION

4.1 **TEACHER CONTRACTS AND ASSIGNMENT** – Contracts shall be issued in accordance with statute, Board policies, and rules and regulations.

The Superintendent of Schools shall make the assignment of staff members to schools and departments in the Mentor School District. The prime factor that will be considered in making assignments will be the school system's needs.

The factors that the Superintendent is to consider in making assignments of professional personnel will be:

1. Contributions that staff members could make toward the fulfillment of the goals and objectives of the school system.

2. Satisfying personnel needs.

3. Meeting the needs of the pupils.

4. Qualifications of personnel available, involved, and/or interested in a new or vacant position as well as a position to be vacated.

5. The desires of an individual staff member, his/her tenure in the school system, and the potential for continued growth and development in an assigned position.

RULES AND REGULATIONS GOVERNING ASSIGNMENT

1. Supplemental contracts (excluding summer school) to be re-offered to teachers will be issued prior to the close of school.

2. Building administrators have the responsibility to assign teachers within their buildings to a daily assignment in accordance with established policies and rules and regulations of the school system including negotiated language.

3. To the extent reasonably possible prior to the close of the school term or at the time of employment, each teacher shall be advised of his/her building assignment, specific class, track, level, and extracurricular assignments for the next school year. The furnishing of such information, however, is not a guarantee of employment.

4. Each teacher will be notified in writing, and when reasonably possible in person, of any change in a teaching assignment which takes place after the close of school. Such notification will take place as soon as practical after a change in assignment appears necessary.

5. Teachers are expected to perform their duties and assume the responsibilities assigned their respective positions in accordance with Board policies, job descriptions, and rules and regulations not spoken to in negotiated language.

6. The administrator's judgment in making the assignments under these procedures set out in this Article 4.1 shall not be grievable.

4.1.1. **College Credit Plus (CCP) Instruction on District Property**

College Credit Plus (CCP) courses conducted on district property or online courses offered directly by the district shall be deemed bargaining unit work and shall be first offered to bargaining unit members. If no bargaining unit member chooses to teach the CCP course, the district may assign the CCP course(s) to a credentialed bargaining unit member based upon seniority. If no credentialed bargaining unit member is available to teach the course, the district may arrange for the CCP course to be taught by non-bargaining unit members.

4.2 **HEALTH EXAM** – The Board may establish from time to time requirements for health examinations and testing for reasons related to appointment, claims for Worker's Compensation, disability, and other employment related reasons at the Board's expense. Such request shall not violate the constitutional rights of any member of the bargaining unit. In the event an employee, upon request by the Board, elects not to have a health examination performed by one of three (3) physician(s) suggested by the Board, the requirement may be fulfilled by any other medical physician licensed to practice medicine in the State of Ohio and practicing medicine in Lake or an adjacent county. Exams requested by the Board during the work year shall be done during paid released time from duties with no loss of sick or other leave time provided herein. However, if an employee elects the described alternative to examination by a Board selected physician, the Board will only pay the cost it pays its regularly appointed physician(s). The Board shall retain the right to seek a second opinion to a report issued by an employee-selected physician. The employee, likewise, may seek a second opinion to a report issued by a Board physician(s). In either event the Board shall appoint a physician who shall confer with the employee's selected physician and the two shall recommend a third physician. The cost of examination by the physician so selected shall be borne by the Board.

4.3 **TEACHER ASSIGNMENT WITHIN A BUILDING** – Should there be an opening at a grade level or in a department, the following process will be followed:

1. The principal shall notify the staff of the building of the opening.

2. Teachers will notify the principal in writing if they would like to fill the opening within three (3) calendar days.

3. If two or more staff members within the building wish to fill the opening, refer to Article 4.4 to determine the most senior teacher to fill the position.

4. If no one wishes to fill the opening, the job will be posted.

Should there be a need to eliminate a position the following process will be followed:

1. The principal shall notify the affected grade level or department.

2. The principal will ask for a volunteer to leave the building. If there are no volunteers, refer to Article 4.4 to determine the least senior teacher to leave the building.

* All movement within the building will take place before the position is posted.

4.4 **TEACHER TRANSFER** – Transfer shall be defined as reassigning a teacher to a different building, subject area, or grade level (elementary).

The transfer of staff members in the Mentor School District shall be made by the Superintendent of Schools. The prime factor in making transfers will be the school system's needs.

The factors that the Superintendent is to consider in affecting transfers of professional personnel will be:

a. Contributions that staff members could make toward the fulfillment of the goals and objectives of the school system.

b. Satisfying personnel needs.

c. Meeting the needs of the pupils.

d. Qualifications of personnel available, involved, and/or interested in a new or vacant position as well as a position to be vacated.

e. The desires of an individual staff member, his/her tenure in the school system, and the potential for continued growth and development in an assigned position.

4.4.1 **Voluntary**

a. Preference shall be given employees already teaching in the system who have filed timely transfer requests before newly hired employees in respect to available openings. A meeting with the building administrator in which an opening occurs is a prerequisite to transfer. The prime factor in making transfers will be the school system needs, and reassignment shall be in accordance with the consideration factors specified in Article 4.

b. Employees desiring to be transferred shall submit a request for transfer via the online website to the Director of Human Resources. Should a vacancy occur before July 10, an employee may submit a request for transfer for that position no later than seven (7) calendar days after the posting of the vacancy. All employees submitting such request shall be

granted a meeting with the building administrator. Except in unusual circumstances, voluntary transfers are not granted during the school year.

c. Listings of all bargaining unit openings will be sent via email to all bargaining unit members and bargaining unit openings that occur after the last employee workday and on or before July 10 shall be emailed to all bargaining unit members. Summer vacancies shall be posted on the website for five (5) calendar days and that shall be the closing date for applying for the opening. The website posting shall include the subject area, and/or grade level, the location and the closing date for submitting a request for the opening. The administration shall not be required to consider employee transfers after July 10.

d. Employee transfers will be assigned by the end of the school year when reasonably practicable.

e. When qualifications are substantially equal, and the need can be met by more than one staff member, employees with greatest continuous seniority in Mentor shall be granted the transfer.

f. Traveling teachers will be given first consideration for vacancies which match their qualifications and experience.

g. If the transfer request is not granted the employee may request a reason for denial of the transfer.

4.4.2 **Involuntary** – In the case of a need as defined by the school administration to transfer an employee because of a change in class size, reduction in force, or other staffing problem, the following guidelines will be followed.

a. The staff of that building or subject area shall be notified of the need for an employee to be transferred, and any qualified member of that staff may volunteer to be considered for the transfer.

b. In the event that no employee volunteers for the transfer or those who volunteer are not selected for the transfer, the Superintendent or his designee will notify the selected employee:

(1) Of all available openings if the need for the transfer arises in the building or subject area to which he/she is certified/licensed, and an effort will be made consistent with the needs of the district to accommodate the wishes of the transferred employee, or

(2) If the need for the transfer arises in a building or subject area other than the one to which he/she is assigned, the transfer shall be made.

c. When qualifications are substantially equal and the need can be met by more than one staff member, the employee with the least continuous seniority in the system will be transferred.

4.4.3 In the determination of any grievance filed under these transfer sections, the arbitrator's authority shall be limited to determining whether the procedural guidelines have not been met, and if so determined, he/she shall limit the relief granted to ordering the actions to be taken again in conformance with procedure and to assessing the arbitrator's fee/expenses on a loser pay basis.

4.4.4 In the event the school district undergoes a restructuring change, the Board and Association shall negotiate the effects of the change. A restructuring change shall be defined as the movement of staff other than through regular transfers. One example would be the movement of grade levels from one building to another building.

4.5 **REDUCTION IN FORCE**

4.5.1 In the event the Board determines that it is necessary to effect a reduction in force within the bargaining unit as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in the use of instructional personnel, financial reasons, or other reasons provided for by law, the Board may proceed to suspend contracts in the manner set forth in Article 4. The procedures set forth herein in respect to a reduction in force shall not be applicable to the nonrenewal of contracts on account of reasons of performance or to teachers employed as substitutes, tutors, and on supplemental contracts.

In determining “comparable evaluations” for the purposes of reduction in force, there shall be three categories: (1) Ineffective; (2) Developing; and (3) Skilled or Accomplished.

The previous year’s IObservation evaluation rating and the current year’s IObservation evaluation rating will be taken into account and the highest score of these two years will be the category for the teacher for reduction in force purposes.

Bargaining unit members shall be “comparable” to each other only if they are in the same category set forth above.

4.5.2 Should a reduction in force be anticipated far enough in advance to enable the Board to take action at its May meeting preceding the school year in which the reduction is planned, all those holders of limited contracts in the teaching field(s) affected with less than three (3) years of continuous service in this district (determined as of the end of the then current school year) shall have their contracts nonrenewed to the extent necessary to effect the reduction.

They shall have no right of recall. In respect to those holding limited contracts in the teaching fields affected by the reduction in force and who will have more than three (3) years continuous service in this district by the end of the then current school year, their contracts, to the extent necessary to effect the reduction, will be renewed but suspended effective the date of the planned reduction. The preceding sentence shall in no way be construed as guaranteeing renewal since the Board may elect for reasons not associated directly to the reduction to nonrenew their contracts. All those whose limited contracts are renewed and then suspended on account of the planned reduction shall have recall rights as specified herein provided they are recalled within the next two (2) calendar years following the effective date of contract suspension.

Should the Board effect a reduction in force at any time other than its May meeting, all holders of limited contracts in the teaching field(s) affected by the reduction shall, to the extent necessary to achieve the reduction, have their contracts suspended. The suspensions of such contracts shall be continued until they are recalled or until such contracts are nonrenewed or renewed and suspended in accordance with the longevity requirements set forth in this Section 4.5.2. Thereafter those whose contracts are nonrenewed shall have no recall rights, and those whose contracts are renewed but suspended shall have recall rights as specified in this Section 4.5.2.

4.5.3 **Notification of Layoff** – Thirty (30) days prior to Board action which will approve a reduction in force, the Superintendent shall serve notice upon all members of the bargaining unit whose contracts are to be nonrenewed or suspended by the reduction. The notice shall set forth the category to which he/she belongs, the respective certification/license area(s) and/or teaching field(s) to which they are certificated/licensed/assigned, and the seniority date calculated for them in the area of certification/license/teaching field. The notice and the contents thereof shall be conclusive upon the bargaining unit and the Association unless a member of the bargaining unit, within ten (10) days following issuance of the notice serves written notice upon the Superintendent setting forth in what respect the notice is in error as to him/her. The Association shall receive a copy of this notice within twenty-four (24) hours of the teacher receiving such notice. A failure on the part of any member of the bargaining unit to file a written objection shall constitute a waiver of any right to contend error in his/her respect except if another bargaining unit member has his/her position on the notice changed because of an objection and provided the adjustment is detrimental. In such a case the one so affected by the adjustment waives a right to further adjustment unless he/she objects within the ten (10) days following notice of the adjustment. In the event an adjustment is not agreed to as between the Superintendent and the objecting employee, the dispute shall be referred to Step III of the grievance procedure and an expedited hearing held. The Arbitrator shall convene the hearing within five (5) working days of reference and shall issue the decision within three (3) workdays of the close of the hearing at which evidence is received.

4.5.4 **Seniority Defined**

a. Within the affected category of comparable evaluation (i.e., ineffective; developing; or skilled / accomplished, reductions in force shall begin in inverse order of seniority first consisting of holders of limited contracts in the teaching field affected by the reduction and then holders of continuing contracts to the extent necessary to effect the reduction. (For the purposes of reduction in force, a teacher granted a continuing contract in the current year shall be considered to hold such continuing contract for a reduction in force proposed for the following school year.)

b. Seniority shall mean:

(1) Years of unbroken continuous service in this school district, continuing contract holders, and such unbroken, continuous service in the teaching field affected by the reduction, for limited contract holders.

(2) Authorized unpaid leaves of absence shall not be counted toward seniority but shall not constitute a break in service.

(3) Years of professional employment served on a part-time basis shall for seniority purposes be equated as a fraction of full-time service (e.g., four (4) years of half-time service shall equal two (2) years of seniority).

(4) Seniority shall begin to accrue from the first day worked in a bargaining unit position.

(5) It shall not be considered a break in service if a teacher is laid-off. The laid-off teacher (continuing or limited) shall not accrue seniority during his/her layoff, but his/her seniority status upon recall shall be the same as the day of his/her layoff.

c. Without regard to seniority, the Superintendent shall preserve the position of one who by reason of position in the notice should be affected by the reduction for only the following reasons:

(1) Compliance with state or federal laws and regulations for continuing and limited contract holders; and

(2) To preserve supplemental duties and extracurricular activities for limited contract holders.

4.5.5 **Equal Seniority** – A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the first day worked; then

a. High level of certification appropriate to the position, i.e., permanent, professional, resident educator, provisional.

b. Previous interrupted service (unpaid leaves of absence or time spent on recall list) in the Mentor Exempted Village School District.

c. Degree level (i.e., Ph.D., Masters, Bachelors).

d. Number of hours completed beyond bachelor's degree and on file in the Human Resources Office.

e. Overall teacher rating score (Instructional Practice Score).

f. Flip of a coin.

4.5.6 **Posting of Seniority List** – A seniority list shall be posted on or before November 30. The Employer shall prepare and post electronically a seniority list indicating, by area of certification, the first day worked and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

a. The names of employees on the seniority list shall appear in seniority rank order within area of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

b. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification.

4.5.7 **Correction of Inaccuracies** – Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

4.5.8 **Recall List**

a. A teacher who is laid-off shall be removed from the seniority list and placed on a recall list. Recall shall be by area of certification/teaching field (For example: K-6, 4-9, 7-12) in the categories recalled in inverse order of layoff among those still eligible for recall. During a reduction in force and consequent layoff, each one affected by the reduction shall be obliged to keep the Director of Human Resources apprised of his/her current residence address. Recall shall be by certified/licensed mail, return receipt requested, to the address on file. If the recalled employee does not deliver a written acceptance of recall to the Assistant Superintendent within ten (10) days of the post-marked date on their letter of recall, he/she shall be placed at the bottom of the recall list. Limited contract teachers shall remain on the recall list for the remainder of the two year calendar period following the effective date of contract suspension. (See Section 4.5.2)

b. Time spent on layoff on account of reduction in force shall be without pay and without fringe benefits. Insurance may be maintained by delivering the full cost of any insurance the employee wishes to retain to the Treasurer by the twenty-fifth (25th) day of the month preceding the month in which the premium is due.

c. All temporary bargaining unit positions shall be filled by bargaining unit members on the recall list. A member may accept or reject the temporary position offer and not lose his/her place on the list for a full-time position.

d. It shall not be considered a break in service if a bargaining unit member is laid-off. The laid-off teacher (continuing or limited) shall not accrue seniority during his/her layoff, but his/her seniority status upon recall shall be the same as the day of his/her layoff.

e. A tie in seniority shall be broken in accordance with Article 4.5.5, of the master Agreement.

4.5.9 **RIF/Recall Committee** – This Committee shall be comprised of three (3) MTA members named by the MTA President and three (3) members named by the Superintendent. The Committee shall be charged with verifying the RIF and Recall List. There shall be an appeal process available to the bargaining unit members. This appeal process is as follows:

a. Bargaining unit members shall have a right to present their appeal to the Committee.

b. Bargaining unit members must make an appeal five (5) working days upon receipt of their RIF notice.

c. The Committee shall make a decision on the appeal within 24 hours of hearing the appeal.

d. The Committee makes the final and nongrievable decision.

e. If the Committee cannot make a decision on the appeal, the member may grieve the dispute.

ARTICLE 5 – COMPENSATION AND FRINGE BENEFITS

5.1. CONTRACTS

5.1.1 **Limited Contracts** – Under the provisions of the Ohio Revised Code, the Mentor Board of Education will issue one (1) year limited contracts to all teaching personnel during their first three (3) years of employment. The Board may issue two (2) year contracts thereafter on the basis of the recommendation of the Superintendent until they are eligible to receive a continuing contract in accordance with provisions of the Ohio Revised Code. This Section shall not obligate the Board to issue such a contract if the Board determines to terminate, nonrenew, or modify the employment relationship as provided by law. A teacher must apply to the Human Resources office by September 15th if she/he qualifies for consideration for a "continuing contract."

5.1.2. **Continuing Contracts** – Teachers will be issued continuing contracts at the time they have fulfilled the necessary service requirements and obtained either professional, permanent, life-teaching certificates, or license as defined in the Ohio Revised Code. This Section shall not obligate the Board to issue such a contract if the Board determines to terminate, nonrenew, or modify the employment relationship as provided by law.

5.1.3 **Supplemental Contracts** – Supplemental contracts will be issued for assigned, paid supplemental duties. The value of supplemental duties will be determined based on the mutually developed supplemental activity formula. All supplemental contracts shall be limited contracts and shall be issued for a period not to exceed one contract year.

5.2 **REGULATIONS GOVERNING TEACHERS' SALARY SCHEDULES** – Teachers shall be paid according to adopted salary schedules and supportive rules and regulations.

5.2.1 The Mentor Board of Education annually adopts and files with the State Board of Education teachers' salary schedules with provisions for increments based upon training, professional growth fulfillment, and experience.

5.2.2 Advancement on the salary schedules is dependent upon training, professional growth fulfillment, and experience.

5.2.3 The salary schedules are not contracts between the Mentor Board of Education and teachers but rather a framework for determining the salary based upon qualifications and experience of the employee.

5.2.4 College credits are to be evaluated on a semester hour basis and must be from an institution approved by the Department of Education for Teacher Training, State of Ohio. One year of training is interpreted as thirty (30) semester hours or forty-five (45) quarter hours.

5.2.5 Commencing for persons initially hired with the 2013-14 school year, the Mentor Board of Education shall afford salary placement credit to new hires in accordance with ORC 3317.13. However, the parties further agree that the Superintendent possesses the ultimate discretion to award newly-hired employees years of service credit that exceeds any restrictions otherwise imposed by the law.

5.2.6 The Mentor Board shall cause notice to be given annually, not later than the first day of July, to each teacher who holds a contract valid for the succeeding school year as to the salary to be paid said teacher during the coming year. Should a new salary schedule be negotiated in accordance with established procedures subsequent to the issuance of the aforementioned salary notice, then a revised salary notice shall be issued to each teacher.

5.2.7 Salary for extracurricular services will be according to established salary schedules. Supplemental contracts shall be issued for such assignments in accordance with the Ohio Revised Code.

5.2.8 Credit hours presented in qualifying for the Bachelor's degree in education or for standard teacher certification at time of employment are acceptable for the B.A. classification only.

5.2.9 To advance to the BA+15 salary schedule, the teacher must present a minimum block of fifteen (15) graduate college semester hours after qualifying for a Bachelor's degree or standard teacher certification; to qualify for the M.A. column, the teacher must present documentation of having been awarded a Masters degree from an accredited institute of higher education; to qualify for advancement in the MA+ columns the teacher must present blocks of fifteen (15) graduate college semester hours after qualifying for a Masters degree in courses approved in advance by the MPDC. Where coursework is not approved through the MPDC process and is for salary advancement only, the Superintendent/designee shall pre-approve the coursework. To be considered for approval, such courses must relate to the work of the teacher, the improvement of the educational program of the District, and/or the teacher's specific job assignment.

A maximum of three (3) semester hours obtained through MEAPs may be credited toward each fifteen (15) hours needed to advance on the salary

schedule. Ten (10) MEAPs shall equal one (1) CEU and thirty (30) MEAPs shall equal one (1) semester hour.

5.2.10 College semester hours taken and required to alleviate temporary certification cannot be used in determining placement on the salary schedule.

5.2.11 A non-degree teacher with less than ninety (90) semester hours qualifies for "D" classification.

5.2.12 To qualify for the "C" classification, the non-degree teacher must present a minimum of ninety (90) semester hours.

5.2.13 All contracts will be based upon training as of the effective date of employment. Proof of training is to be supplied by the approved training institution at the request of the certificated staff member. It is also the responsibility of the certificated staff member to present a valid certificate in the area of his assignment on or before the first day of school.

5.2.14 Each certificated staff member who has completed training that qualifies him/her for a higher salary bracket shall file on or before the fifteenth (15th) day of September and/or fifteenth (15th) day of February with the Superintendent of Schools satisfactory evidence of the completion of such additional training. This, then, shall be certified/licensed by the Director of Human Resources to the Treasurer who will immediately place the certificated staff member in the proper salary bracket in accordance with training and experience. The date of such salary increase shall be the beginning of the contract year if the qualification comes prior to September 15, or February 1 if qualification comes between September 15 and February 1 for the position affected (exclusive of extended time), subject to approval by the Mentor Board of Education.

5.2.15 Those teachers who qualify for and who wish to be considered for the professional certificate or a five (5) year license, after the April continuing contract recommendations have been submitted to the Board, may apply for continuing contract consideration at the regular March Board meeting of the following year under the following conditions:

a. Professional certificates or licenses must be placed on file in the Human Resources Office at least two (2) weeks before the date of the September Board meeting in order to allow adequate time for consideration of the application for continuing contract.

b. The recommendation of the Superintendent, as required under Section 3319.11 of the Ohio Revised Code, remains a prerequisite to employment under a continuing contract.

c. Apply to the Human Resources office by September 15 of the year that they feel they qualify.

5.2.16 Teachers who have served in the District as a tutor for two (2) or more years shall receive one (1) year of teaching experience toward tenure as a teacher for every two (2) years of serving as a tutor for the District.

5.2.17 The Board recognizes that through no fault of an employee, occasional errors or delays can occur in the processing of a contract in the computation of salary and/or in the processing of credits for advancement. Whenever such an error or delay occurs, an individual will receive the salary and/or benefits which he would have been eligible for had the contract been processed, the salary computed, or the processing of an advancement been made in accordance with the established policies and rules and regulations. To be eligible an employee must have submitted verification of compliance with all specified requirements for advancement or reclassification at the time established in policy.

5.2.18 Psychologists will be placed on the teacher's salary schedule at the appropriate experience and educational level. Psychologists will be given ten (10) days of extended time to be scheduled by the Superintendent or designee.

5.2.19 Guidance Counselors will be placed on the teacher's salary schedule at the appropriate experience and educational level. Guidance Counselors will be given ten (10) days of extended time to be scheduled by the Superintendent or designee.

5.3 SALARY SCHEDULES AND SALARY

5.3.1 **Salary** – Effective with the first workday of the 2025-2026 school year, the base salary as applied to the salary schedule indices shall be $48,886.

Effective with the first workday of the 2026-2027 school year, the base salary as applied to the salary schedule indices shall be $50,353 (3.00% increase).

Effective with the first workday of the 2027-2028 school year, the base salary as applied to the salary schedule indices shall be $51,864 (3.00% increase).

These salaries include payment for the 188th day at the base salary rate.

Teachers shall be eligible for horizontal movement on the schedule, reflecting additional education credit for hours, subject to receipt of approval from MPDC or the Superintendent as appropriate of such course work as set forth above.

5.3.2 SALARY STEPS

Based on the District's criteria for teacher evaluation (IObservation score), teachers who are eligible to advance vertically on the salary schedule will be entitled to the following compensation:

- Any teacher rated 2.5 or above shall advance vertically on the salary schedule. (Note: This includes any teacher who is eligible for a step and who is off-cycle from a formal evaluation due to a prior year's final holistic rating of Skilled or Accomplished, so long as the iObservation score for the last formal evaluation year rated a 2.5 or above.)

- Any teacher rated below 2.5 shall not advance vertically on the salary schedule.

For any teacher not eligible to advance on the salary schedule in the 2015-16 contract year, the base compensation of each individual teacher shall be increased by the compensation he/she received for the monetary recognition award program in the 2013-2014 and 2014-2015 contract year and such amount shall continue to be part of the teacher's base for all future years of Mentor employment. For any teacher eligible to advance on the salary schedule in the 2015-2016 contract year, the base compensation of each individual teacher shall be increased by the compensation he/she received for the monetary recognition award program in the 2013-2014 contract year only and such amount shall continue to be part of the teacher's base for all future years of Mentor employment.

5.3.3 **Salary Schedule Index** – The following salary schedule index shall be used to determine the basic annual salary for each teacher. Such salary shall be determined by multiplying the index number corresponding to that teacher's Board of Education approved year(s) of experience and training level by the district's base salary. Training levels are: ND – no degree; B.A. – Bachelor's degree; M.A.+ – a Master's degree plus the given number of semester hours of course work earned after the M.A. degree or equivalent without an M.A. degree; Ph.D - Doctorate – a Doctorate degree or equivalent.

Degree Exp.	"D" less than 90 S.H.	"C" 90 S.H. to Degree	B.A.	BA+15	M.A.	MA+15	MA+30	MA+45	Ph.D or Equivalent
1	0.800	0.850	1.000	1.020	1.080	1.100	1.120	1.140	1.200
2	0.844	0.899	1.055	1.080	1.146	1.171	1.196	1.221	1.286
3	0.888	0.949	1.110	1.141	1.211	1.242	1.272	1.302	1.373
4	0.933	0.998	1.166	1.201	1.277	1.313	1.348	1.384	1.460
5	0.977	1.048	1.221	1.261	1.343	1.384	1.424	1.465	1.546
6	1.021	1.097	1.276	1.322	1.409	1.455	1.500	1.546	1.633
7	1.065	1.147	1.331	1.382	1.474	1.525	1.577	1.628	1.720
8	1.109	1.196	1.386	1.442	1.540	1.596	1.653	1.709	1.807
9	1.153	1.245	1.441	1.503	1.606	1.667	1.729	1.791	1.894
10	1.197	1.295	1.496	1.563	1.671	1.738	1.806	1.873	1.981
11	1.241	1.344	1.551	1.623	1.737	1.810	1.882	1.954	2.068

12	1.606	1.684	1.803	1.881	1.958	2.036	2.155
13	1.661	1.744	1.869	1.952	2.035	2.118	2.242
14			1.934	2.023	2.111	2.199	2.329
15			2.000	2.094	2.188	2.281	2.417

All hours shown are semester hours.

5.4 **LONGEVITY**

5.4.1 Teachers shall receive eight hundred dollars ($800.00) after their twentieth (20th) year of teaching experience.

5.4.2 Teachers shall receive one thousand ($1,000) after their twenty-fifth (25th) year of teaching experience.

5.4.3 Teachers shall receive one thousand two hundred ($1,200) after their thirtieth (30) year of teaching experience.

5.4.4 **Method of Payment** – Payment will be issued in the employee's regular paycheck following the completion of the regular school year.

5.5 **SUPPLEMENTAL SALARY SCHEDULE** – Vacancies for all supplemental positions shall be posted in a timely manner at all schools for ten (10) days and on website and email. A qualified Mentor teacher shall be given preference for a vacancy in a supplemental position prior to an outside candidate. Compensation for newly-created supplemental contract positions shall be negotiated in a timely fashion regardless of the term of this policy.

An "Activity Block Grant" will be established at each building, and each year teachers may petition the principal and the representative faculty council for a portion of the block grant based on the formula available in Appendix II and III of this Contract. Proposals must be submitted no later than the second Friday in August for consideration for the following school year. Activity clubs are awarded on an annual basis, and teachers who wish to continue their club into the next school year must resubmit their proposal to the principal and faculty council for approval.

A joint MTA-Administrative committee will be established for the purpose of reviewing supplementals during a negotiations year.

Any teacher who resumes a supplemental that was eliminated shall be credited with his/her previous experience and placed at the next step on the supplemental salary schedule.

MENTOR SCHOOL DISTRICT SUPPLEMENTALS

	Years of Experience				
	0	1	2	3	4
MPDC:					
Chair	.105	.11	.115	.12	
Committee Members	.095	.100	.105	.110	
Resident Educator Program:****					
Planning Committee Member	.05				
Mentor	.060				

***RE mentor positions will be filled only for those years required by the RE Program under Ohio law and State Board of Education. When the RE program decreases to a two-year program, mentors will be assigned for two (2) years only.

All new hires will be compensated two hundred fifty ($250.00) for attending five mandatory after-school professional development meetings that are developed by the Resident Educator Committee.

Master Teacher Committee:				
Committee Member	.021	.023	.025	.027

Varsity level coaches will receive an additional two hundred dollars ($200) per week of extended season due to State Playoffs tournaments. Sports that are automatically entered into the playoff will not receive compensation until after the initial competition of the playoff has occurred. The decision of who is eligible for the compensation will be made by the high school principal with input from the Varsity head coach. Maximum total payout per coach will not exceed eight hundred dollars ($800) per season.

MENTOR HIGH SCHOOL SUPPLEMENTALS

	Years of Experience		
	0	1	2
Activity Club (5 positions)	.033		
Assembly-Awards-Manager	.08	.085	.090
Coordinator of High School Student Camp Counselors	$1,000.00		
Drama Coach – Drama Advisor (2 plays)	.100	.105	.110
Ecology Club	.033		
Fly Fishing Club	.040	.045	.050
Freshman Class Advisor	.030	.035	.040
Future Leaders Advisor	.060	.065	.070
Gaming Club/Anime	.033		
Junior Class Advisor	.030	.035	.040
Math Club	.033		

Mock Trial	.040	.045	.050
Model U.N.	.080	.085	.090
National Honor Society Advisor	.060	.065	.070
PRIDE Club	.033		
Publications/Newspaper Advisor	.080	.085	.090
Publications/ Yearbook Advisor	.120	.125	.130
Assistant	.040	.045	.050
Robotic Advisor	.040	.045	.050
Science Olympiad Advisor	.100	.105	.110
Assistant Science Olympiad Advisor	.040	.045	.050
Senior Class Advisor	.100	.110	.120
Senior Project Advisor	.040	.045	.050
Ski Club Advisor	.040	.045	.050
Sophomore Class Advisor	.030	.035	.040
Speech and Debate Head Coach	.060	.065	.070
Assistant Speech and Debate Coach	.040	.045	.050
Student Government Advisor	.090	.095	.100
Technical/Stage Advisor	.033	.0365	.040

MENTOR HIGH SCHOOL SUPPLEMENTAL MUSIC INDEXES

Head Concert Band	.065	.070	.075	.080
Head Marching Band	.150	.155	.160	.165
Assistant Concert Band	.035	.040	.045	.050
Assistant Marching Band (4 positions specified)	.055	.060	.065	.070
Jazz Band	.033			
Pep Band	.033			
Vocal Music Director	.100	.105	.110	.115
Assistant	.033			
Mannheim	.080	.085	.090	.095
Top 25 Director	.090	.095	.100	.105
Assistant Top 25	.043	.048	.053	.058
High School Strings	.100	.105	.110	.115
Majorette	.040	.045	.050	.055
Flags	.040	.045	.050	.055

MENTOR HIGH SCHOOL COACHING POSITIONS (GRADES 9-12)

COACH TITLE	Salary Index			
Athletic Trainer (per season)	.13	.14	.15	.16
Assistant (per season)	.11	.12	.13	.14
Baseball	.16	.17	.18	.20
Head Coach	.16	.17	.18	.20
Varsity Assistant	.10	.11	.12	.13
JV Coach	.10	.11	.12	.13

Freshman Head Coach	.10	.11	.12	.13
Basketball	.18	.19	.20	.22
Assistant (4 positions)	.12	.13	.14	.15
Bowling	.10	.11	.12	.14
Assistant	.06	.07	.08	.09
Cheerleading (2 seasons)	.07	.08	.09	.10
Assistant (2 positions)	.05	.06	.07	.08
Football Assistant (2 positions)	.05	.06	.07	.08
Boys Basketball Assistant (2 positions*)	.05	.06	.07	.08
*if two full teams				
Cheerleading – Sparkle Advisor	.065	.07	.075	.08
Cheerleading – Sparkle Asst. Advisor	.045	.05	.055	.06
Cross Country	.10	.11	.12	.14
Assistant (3 positions)	.06	.07	.08	.09
Faculty Manager (2 positions) (per season)	.11	.12	.13	.15
Football	.21	.22	.23	.25
Assistant to H.S. Football (8 positions)	.16	.17	.18	.19
Freshman Coach (Head) (2 positions)	.14	.15	.16	.17
Assistant to Freshman Coach (2 positions)	.13	.14	.15	.16
Golf	.08	.09	.10	.12
Assistant	.06	.07	.08	.09
Gymnastics	.10	.11	.12	.14
Assistant	.06	.07	.08	.09
Ice Hockey	.14	.15	.16	.18
Assistant (2 positions)	.08	.09	.10	.11
Intramurals Director	.14	.15	.16	.18
Lacrosse	.14	.15	.16	.18
Assistant (2 positions)	.08	.09	.10	.11
Soccer	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13
Softball	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13

Swimming	.16	.17	.18	.20
Assistant (3 positions)	.10	.11	.12	.13
Tennis	.08	.09	.10	.12
Assistant (1 position)	.06	.07	.08	.09
Track	.16	.17	.18	.20
Assistant (4 positions)	.10	.11	.12	.13
Volleyball	.16	.17	.18	.20
Assistant (4 positions)	.10	.11	.12	.13
Wrestling (Head Coach (2) – Men and Women)	.18	.19	.20	.22
Assistant (3 positions)	.12	.13	.14	.15

MIDDLE SCHOOL SUPPLEMENTALS

	Years of Experience		
	0	1	2
Activity Club (4 positions)	.033		
Advisory Content Coordinator		.033	
Auditorium Manager – Memorial	.033	.0365	.040
Business Manager – Student Activities	.040	.0450	.050
Model U.N.	.033	.0365	.040
Art Club	.015		
Drama Coach – Drama Club Advisor	.040	.0450	.050
National Junior Honor Society Advisor	.050	.0550	.060
Pep Club Advisor	.040	.0450	.050
Power of the Pen Advisor	.033	.0365	.040
Publications/Newspaper Advisor	.040	.0450	.050
Publications/Yearbook Advisor	.060	.0650	.070
Robotics	.040	.0450	.050
Science Olympiad	.050	.0550	.060
Ski Club Advisor	.040	.0450	.050
Speech and Debate Head Coach	.040	.0450	.050
Student Council Advisor	.040	.0450	.050
Web Master	.033	.0365	.040
WEB (Where Everybody Belongs) Coord. (2 per MS)	.033		

MIDDLE SCHOOL SUPPLEMENTAL MUSIC INDEXES

Middle School Instrumental

(per building)	Experience-Years:	0	1	2	3
6th Grade Lead		.015	.020	.025	.030
6th Grade Co		.010	.055	.020	.025
7th & 8th Grade Lead		.030	.035	.040	.045
7th & 8th Grade Co		.015	.020	.025	.030

Middle School Strings & Vocal (per building)

6th Grade Lead	.015	.020	.025	.030
6th Grade Co	.010	.015	.020	.025
7th & 8th Grade Lead	.030	.035	.040	.045
7th & 8th Grade Co	.015	.020	.025	.030

Shore Middle School - Shoreline Singers	.040	.045	.050	.055
Memorial Middle School - Chamber Ensemble	.033			
Middle School Jazz & String Ensembles (per building)	.033			

MIDDLE SCHOOL COACHING POSITIONS (GRADES 7-8)

COACH TITLE	Salary Index			
Basketball (2 positions each, girls and boys)	.08	.09	.10	.11
Cheerleading (2 positions per building)	.05	.06	.07	.08
Coordinator of Middle School Athletics (Coordinator of Athletics and Faculty Managers are not eligible to coach at the MS or HS while fulfilling the role of Coordinator of MS Athletics or Faculty Managers)	.30	.30	.30	.30
Cross Country	.06	.07	.08	.09
Assistant (1 position)	.06	.07	.08	.09
Football	.10	.11	.12	.13
Assistants (5 positions)	.08	.09	.10	.11
Intramurals Director	.08	.09	.10	.11
Swimming	.10	.11	.12	.13
Track	.08	.09	.10	.11
Assistants (3 positions)	.06	.07	.08	.09
Volleyball (2 positions)	.08	.09	.10	.11
Wrestling – 7th/8th Grade	.10	.11	.12	.13
Assistant (2 positions)	.08	.09	.10	.11

ELEMENTARY SUPPLEMENTAL CONTRACTS

	Years of Experience 0	1	2
Activity Club***	.033		
Intramural Supervisor	.033	.0365	.040
Playground Supervisor	.033	.0365	.040
Safety Patrol Supervisor	.033	.0365	.040
Student Council Advisor	.033	.0365	.040

***Activity Club (August 1 student enrollment deadline)

- More than 450 Students - (total of 5 per building)
- Less than 450 Students - (total of 4 per building)

A supplemental music account will be established in each building at .033. The music staff that services the individual building along with the building principal will determine how the money will be divided among all individuals. If there is a dispute, the building principal will make the decision. Each .011 carries with it the requirement to hold at least two (2) performances each year outside of the contracted workday.

Art teachers will receive one (1) day of release time for preparation of a building art show and two hundred dollars ($200) compensation with the requirement to hold one (1) art show per building outside of the contracted day. Any additional art shows or events outside the workday will not receive additional release time or compensation.

SIXTH GRADE CAMP SUPPLEMENTAL CONTRACT

	Salary Index
Sixth Grade Camp Coordinator (one camp coordinator per week)	.020 plus 1 day release time prior to beginning of camp

The sixth grade Resident Outdoor Education program is an integral part of the curriculum at that grade level. The advantages of the program, i.e., environmental education, conservation, outdoor laboratory, etc., offer many benefits to the student that cannot be derived from a regular classroom setting. To be most effective, teachers from the attending school should be present at the camp. First invitations shall be offered to those who are assigned to teaching sixth graders. If positions are not filled, other teachers from the building shall be afforded the opportunity to attend based on an invitation from the building principal. If positions remain open volunteers asked by building principals from other buildings shall be considered. If positions remain open after that, by default, sixth grade teachers not volunteering for the assignment would be selected to attend based on a drawing where those involved would be present or represented. A sixth grade teacher

who does not attend camp will be assigned to substitute during camp days for teacher volunteers from her/ his or other buildings.

This does not preclude a staff member being excused for an emergency.

The Board agrees that if the Administration holds Sixth Grade Camp, participating teachers shall be paid a stipend of three hundred seventy-five dollars ($375.00) for the entire camp (two (2) nights and three (3) days) during the contract year. A teacher who is obligated to leave Sixth Grade Camp for an emergency beyond his/her control shall suffer a pro-rata decrease in the stipend for all time absent from camp. The administration agrees that teachers at Sixth Grade Camp may bring their own private automobiles for emergency use provided, however, one (1) teacher must be assigned to ride each bus to and from camp. In the event no teacher(s) volunteer(s) to ride the bus(es), the teacher(s) with the least seniority in the district shall be obligated to ride the bus(es). The Administration may, however, waive the requirement that a teacher ride the school bus(es). The Board shall have available an automobile at the campsite for the exclusive purpose of providing transportation in emergency situations.

ELEMENTARY DEPARTMENTAL COORDINATORS

Department Size	Supplemental Salary Index Years of Experience			
	0	1	2	3
Art/Physical Education	.065	.070	.075	.080
Gifted/Talented	.065	.070	.075	.080
Music	.065	.070	.075	.080
STEM	.065	.070	.075	.080

In addition, department coordinators receive two (2) days of extended time at the per diem rate.

HIGH SCHOOL/MIDDLE SCHOOL DEPARTMENTAL COORDINATOR

Department Size	Supplemental Salary Index Years of Experience			
	0	1	2	3
3 – 7 Teachers **	.065	.070	.075	.080
8 – 13 Teachers	.080	.085	.090	.095
14 – 19 Teachers	.095	.100	.105	.110
20 or more Teachers	.110	.115	.120	.125

(Middle School Special Education Department Coordinators have been added.)

There shall also be a Nurse Department Coordinator and an Instructional Coach Department Coordinator.

In addition, departmental coordinators receive two (2) days of extended time at the per diem rate.

Coordinators with fourteen (14) or more teachers and district-wide coordinators shall receive three (3) days of extended time at the per diem rate.

** Department size shall be determined by the number of full-time and/or full-time equivalent teachers assigned to each department for which a coordinator is recommended. In some cases, coordinators will serve a single building while in others they will serve district-wide. If a new coordinator's position results in reducing the department size, the coordinator holding that position will be frozen at their present rate. However, extended days may be reduced.

Before the issuance of any supplemental contracts, the Supplemental Committee shall review said contracts. Any changes in supplemental contracts shall be ratified by the MTA Rep. Council and the Board.

MULTI-TIERED SYSTEM OF SUPPORT

MTSS Chairperson***	.....	.035	.04	.045

***For determining number of positions:

- Mentor High School – (total of 4)
- More than 450 Students - (total of 2 per building)
- Less than 450 Students - (total of 1 per building)

5.6 **EXTENDED TIME** – The administration will annually review the needs for extended time and establish extended programs as required.

1. Staff members may develop and present proposals for extended time activities within defined needs as established by the administration.

2. Payment for extended time will be on a per diem or on a stipend basis. All additional days are to be worked in accordance with an extended time calendar outside of the adopted school calendar and included as a part of the supplemental contract.

5.7 **CURRICULUM DEVELOPMENT** – The Administration may from time to time request specific members of the bargaining unit to engage in curriculum development or other district planning programs. Compensation for such activities will be by a stipend set by the Administration. No member of the bargaining unit shall be obligated to engage in such development or planning. The Administration shall give written notice of any compensation at the initial meeting.

5.8 **PAYCHECKS, PAYDAYS, PAY OPTIONS, AND DEDUCTIONS**

5.8.1 **Pay Options**

a. Employees will receive compensation on a per diem rate multiplied by the number of days worked per year including paid leave days as provided for in this policy. Paydays will be bi-monthly and will fall on the fifth (5^{th}) and twentieth (20^{th}) of each month. Extended time teachers' pay schedules will reflect the additional compensation for said extended time.

b. In addition to the required deductions for federal, state, and city income taxes, and retirement, deductions will be made at the employee's request for such other purposes as are established in 5.8.2 below.

5.8.2 **Payroll Deductions** – Payroll deductions shall be allowed at no cost to the teacher for the following purposes:

a. MTA/OEA/NEA deductions shall be deducted upon written request by the teacher and in a manner agreeable to both parties.

b. Any teacher resigning, retiring, and or taking a long-term leave shall have the remainder of their total year's dues amount taken out of their last paycheck.

c. Credit union payments and/or deposits shall be deducted upon written request by the teacher and in a manner agreeable to the credit union in question and the Board Treasurer.

d. Income protection insurance premiums for Board-approved carriers shall be deducted upon written request by the teacher and in a manner agreeable to the carrier and the Board Treasurer. The Board shall approve at least one (1) such carrier.

e. United Way contributions shall be deducted upon written request by the teacher and in a manner agreeable to the United Way Agency and the Board Treasurer.

f. Tax sheltered annuities' payments for Board-approved programs shall be deducted upon written request by the teacher and in a manner agreeable to the program carrier and the Board Treasurer. The Board shall approve at least two (2) such carriers.

g. Political contributions shall be deducted upon written request by the teacher and in a manner agreeable to the program administrator to whom the contribution is designated and the Board Treasurer.

h. Such other payroll deductions as are mutually agreeable to the parties of this negotiated language and upon written request by the teacher shall be carried out.

i. Contributions to citizens' committee(s) for Board levies/bond issues.

5.8.3 **Tax Sheltered Annuity** – In accordance with Public Law 87-370 as well as any current provisions of the Internal Revenue Code, the Board shall make available to employees tax sheltered annuity programs. Such programs shall be administered in accordance with the established rules and regulations relating to such programs.

The Board-approved list of annuity providers shall include the preferred NEA program.

5.9 INSURANCE BENEFITS

5.9.1 **Fringe Benefits** – The Board shall provide for all teachers who so request at established registration times, single or family (including same-sex spouse coverage) insurance as indicated by the teacher for hospitalization, major medical, vision and dental programs. In addition to coverage set forth under Section 5.9.3, the Board will offer employees the choice of two (2) insurance plans: (1) Medflex*; and (2) SuperMedPlus*. *Names of coverage options set forth for convenience of reference only; as set forth below, the Board may provide coverage through an alternate carrier so long as there is no compromise of coverage.

Full-time teachers shall pay, via payroll deduction, fifteen percent (15%) of single or fifteen percent (15%) of family insurance coverage premiums. In addition, the Board shall provide at no cost to all teachers forty-five thousand dollars ($45,000) face value life insurance. Further, the Board shall provide, with no employee contribution, teachers vision insurance for all teachers. The following dental and vision coverage is currently available to eligible employees at no charge to employees:

DENTAL

Dependent Age	21/25
Preventative Care	Covered at 100%
Annual maximum	$1,250
Orthodontist – Lifetime maximum	$1250

VISION

Dependent Age	21/25
Exam	$65
Frames	One pair per year up to $150

	allowance and then 20% off balance over $150
Contact Lenses	Up to $150 per year

*** Note: Employee may select frames/glasses or contact lenses in any single year, but may not receive both.

The Board shall have the right to determine the carriers of these insurance programs provided there is no compromise in coverage from that provided in the previous contract year. The Insurance Committee will continue its efforts to cause the medical program to become more cost efficient as outlined in Section 5.9.6.

The Board shall provide to each teacher the specifications of the programs for the above insurance programs at least thirty (30) days prior to the effective date of this Agreement and again at least thirty (30) days prior to the open enrollment period to make any change in coverage or carrier.

5.9.2 The Board shall offer alternate single and family coverage for all employees for hospitalization insurance and major medical at no cost to the employee. The specifications of this plan will be determined solely by the Board to meet the minimum coverage requirements specified in the Affordable Care Act.

5.9.3 The following spousal coverage language shall apply to all employees, except those employees whose spouse is also currently employed by the district.

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than twenty (20) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage; that coverage will become the primary payor of benefits and the coverage sponsored by the District will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the District.

It is the employee's responsibility to advise the District Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan at any point in time after July 1, 2025. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by the District. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

5.9.4 **Open Enrollment** – The Open Enrollment period for members of the bargaining unit for purposes of making changes in the individual's medical, dental, and vision programs made available by the Board of Education will be held during the last two weeks of November of each year. Changes made during this time will be effective January 1. Members of the bargaining unit will be provided an appropriate notice of the Open Enrollment period. The

Open Enrollment period may be subject to change but only with the consent of the Board of Education and the Mentor Teachers Association.

5.9.5 **Insurance Benefits for Retired or Resigning Staff Members**

a. **Retiring Staff Members** – Staff members who resign effective at the termination of their working period or at the end of a school year are provided the option of receiving their total remaining earnings at that time. In that event, the Board shall have no further responsibility for providing any fringe benefits as set forth in this Agreement. In the event a resigning staff member elects to continue his/her normal pay period through to the point when total earnings would have been paid, the Board shall continue to be obligated to provide fringe benefits to the point where total earnings have been paid. Staff members who begin work after January 1 shall be given the option at that time of receiving all monies they will earn during the normal working year with the last check received after completion of services to the Board and termination of fringe benefits at that time. Staff members beginning work after January 1 may choose to receive total earned compensation over the remaining portion of the normal contract year with fringe benefits to continue to the end of that period.

b. Resigning staff members may elect to have life insurance coverage converted to an individual policy upon application to the carrier within thirty-one (31) days after termination of employment. The conversion of any other insurance benefit to an individual policy shall be made in accordance with the terms and conditions of the contract then in force between the Board and the provider of such insurance coverage. The Board will inform the appropriate insurance carrier of such conversions requested by employees.

5.9.6 **District-Wide Insurance Committee** – The MTA and the Board of Education agree to participate in a district-wide committee to study and develop recommendations designed to cause the medical benefits program to become more cost efficient. The committee will include equal representation from the Mentor Classified Employees, the Mentor Teachers Association, and the Administration.

The committee will meet as needed but not less than four (4) times per year at scheduled times. Dates shall be set at the beginning of the year for the committee to meet. The committee's studies will include, but not be limited to, the following areas:

a. Developing an understanding of the medical benefits program.

b. Identifying various options to reduce the costs associated with the program.

c. Developing strategies which, if implemented, will reduce the costs within the program.

d. Developing and implementing strategies for educating employees regarding employee benefits.

The members of the committee will be empowered to make recommendations relating to the medical benefits program.

If the recommendations are contrary to provisions of this contract, then following ratification by the MTA membership and the Board, the committee's recommendations will be written in the form of a Memorandum of Understanding.

5.9.7 **Tax Sheltering Section 125 Plan** – The Board will allow before-tax deductions for insurances and other IRS pre-tax deductions.

5.10 CAREER AND TECHNICAL EDUCATION SALARY PROCEDURE

5.10.1 All candidates must meet State Department of Education qualifications and be eligible for the proper Ohio teaching certificate.

5.10.2 Candidates with less than the Bachelor's degree:

a. First seven (7) years of approved trade experience to be treated as the equivalency of a four (4) year degree;

b. Remaining years of approved and appropriate experience up to ten (10) years may be treated as years of experience on salary schedule effective with the beginning of the individual's contract.

5.10.3 Candidates with Bachelor's degree or better will be placed on the regular salary schedule with extended service computed at his/her per diem rate for each additional day beyond the total number of days called for in the current school calendar. A "month" of service shall be equivalent to twenty (20) days, and a "week" of service shall be equivalent to five (5) days. All "additional service" days are to be worked in accord with a calendar developed by the Coordinator of Vocational Education and approved by the Superintendent.

5.10.4 The Director of Human Resources with approval of the Superintendent may recognize the following vocational certificate grades for salary purposes:

Temporary	=	Bachelor's Rating
Provisional	=	B.15 Rating
Professional	=	A Rating

5.10.5 All candidates must agree to attend the seminar workshops as required by state regulations.

5.10.6 Candidates are responsible for initiating proper application for certification required.

5.11 **SEVERANCE PAY**

5.11.1 A certified/licensed employee who (1) has completed twenty-five (25) years of service with Mentor Public Schools separates from service with the District for any reason (except termination under 3319.16) or (2) retires from active service under the provisions of the State Teachers Retirement System and such employee's last five (5) years of service have been in the Mentor Public Schools, shall, upon application and confirmation of STRS retirement (if applicable as set forth above), receive severance pay according to the provisions of this subsection.

5.11.2 Severance Options

a. **Standard Severance Option.** Severance pay shall be determined by multiplying the daily rate of contracted pay at the time of retirement by one-fourth (1/4) of the total number of accumulated unused sick leave days up to 340 unused sick leave days.

b. **Enhanced Severance Option**. The following enhanced severance option shall apply only to those employees who: (a) meet the criteria of Section 5.11.1. above and (b) elect to retire in their first year of eligibility for an unreduced retirement benefit through STRS. If an employee does not elect to retire in their first year of such eligibility, the employee may only qualify for the Standard Severance Option above. If the employee satisfies the prerequisite conditions, then the employee will receive severance pay in an amount that shall be determined by multiplying the daily rate of contracted pay at the time of retirement by forty percent (40%) of up to three hundred forty (340) unused sick leave days. This enhanced severance payment will replace, *i.e.*, will not be in addition to, the above-identified standard severance payment. For 2025-2026 only, any employee who meets the eligibility requirement to retire per STRS may take advantage of the program, as long as they provide notice of their intention to retire by October 1 and work the entire 2025-2026 contract year.

5.11.3 In the event of the death of an employee who has met the length of service eligibility requirements set forth herein and who is covered under the provisions of this Agreement, the employee's estate shall receive the severance pay as provided in this Article.

Severance payment shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement. Such payment shall be made only once to the certified/licensed employee.

5.11.4 For the purposes of the transmission of severance payments, the employee may select to route such funds to any District-approved vendor.

5.11.5 Severance Pay Deferral Program – The Mentor City School District Section 403(b) Plan (the "Plan") shall be amended to include the "MTA Severance Pay Deferral Program" that is contained in the First Amendment to the Plan that is attached as Appendix 4. The parties agree to amend the Plan, if necessary, to account for any District-approved vendor as identified in 5.11.4.

5.12 SUMMER SCHOOL

5.12.1 As soon as program needs are known, summer school or extended school year opportunities are to be advertised to teachers. The best-trained and qualified teachers shall be selected from a roster of applicants for various positions. When such programs are offered, teachers employed for these programs should be selected from the district's teachers according to program needs. Whenever personnel qualified to teach the specific course offering cannot be recruited from the district's teachers, other qualified professional personnel may be hired by the Board.

5.12.2 a. Personnel retained by the Board for summer school or extended school year programs shall not be obligated to exceed a total teaching time duty of five and one-half (5-½) hours per day, (4-½) hours per day for grades K-5, for a period of twenty-five (25) days. The workdays shall be established by the Board except that July 4 will be observed as an unpaid holiday. Employees hired by the Board for such purposes shall meet with students five (5) hours per day, be on duty ten (10) minutes before classes begin, ten (10) minutes between classes, and ten (10) minutes after classes. Elementary summer employees shall meet with students four (4) hours per day, be on duty fifteen (15) minutes before classes begin and fifteen (15) minutes after classes, and have their pay prorated accordingly (based on 5½ hour day). Part-time summer employees shall have their time and pay pro-rated accordingly (based on 5½ hour day).

b. **New Credit Classes** – Personnel retained by the Board for summer school programs shall not be obligated to exceed a total teaching time duty of four (4) hours per day for a period of forty (40) days. The workdays shall be established by the Board except that July 4 will be observed as an unpaid holiday. Part-time and extended lab class teachers shall have their time and pay prorated accordingly. Class size for new credit shall be limited to twenty-five (25) students.

5.12.3 Summer school compensation shall increase each year the same percentage as the base salary. Years of Mentor experience in summer school will be determined effective with the 1987 Summer School Program.

	0	1	2
2026	$4,255	$4,463	$4,716
2027	$4,373	$4,586	$4,846
2028	$4,493	$4,711	$4,979

Pay dates for teachers performing the above duties shall correspond to the already established pay dates beginning with the first such pay date following completion of the first third of the session unless the Board in its sole judgment and discretion elects to pay sooner. One-third (1/3) of the total compensation due shall be paid on each succeeding pay date.

5.12.4 There will be no reduction in total number of bargaining unit members employed or hours worked solely as a result of summer school.

5.13 **INTERNAL SUBSTITUTE** – If an Administrator asks a teacher to teach or supervise a classroom during the teacher's preparation time and the teacher agrees, then the teacher shall be compensated thirty-one dollars ($31.00) per hour in one-quarter (1/4) hour increments (rounded up). Effective with the 2026-27 contract year, the internal substitute rate shall increase to thirty-two dollars ($32.00) per hour. Teachers who are compensated for internal substitution under this provision shall implement the class lesson plan if the teacher is able to do so. Class coverage pursuant to this provision shall be arranged by the Administration.

5.14 **TUITION REIMBURSEMENT** – The Board shall reimburse an employee for the cost of credit courses approved by the Mentor Professional Development Committee in accordance with the following guidelines:

5.14.1 There shall be an annual total limit on reimbursement of forty thousand dollars ($40,000.00) per school year.

5.14.2 Employees are eligible to seek reimbursement for up to five hundred dollars ($500.00) in tuition in any year.

5.14.3 Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Treasurer's office and shall include verification of MPDC approval, proof of payment, and satisfactory completion of the course.

5.14.4 In the event applications exceed forty thousand dollars ($40,000.00) for any year, the total of forty thousand dollars ($40,000.00) shall be allocated on an

equal per capita basis among employees who submit timely and complete applications.

5.14.5 Reimbursement will be made to eligible employees by November 30.

ARTICLE 6 – ABSENCES AND LEAVES

6.1 **SICK LEAVE** – Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month [fifteen (15) total days per year] to three hundred forty (340) days. All staff members will be advanced five (5) days of sick leave each year if needed. The total accumulation of sick leave during any year shall not, however, exceed fifteen (15) days.

Employees may use sick leave upon notification to the Director of Human Resources using the online substitute management system for absence due to personal illness, pregnancy, injury, exposure to a contagious disease which would be communicated to others, and for absence due to illness~~,~~ or injury in the employee's immediate family. Three of those days will be coded as bereavement in the internal absence management system. Employees may use family sick leave in the event of a death in the employee's immediate family. "Immediate family" shall be defined as spouse, son, daughter, father (in-law), or mother (in-law), brother, sister, or other person(s) living in the employee's household who is related to the employee by blood or through marriage. Additionally, sick leave may be utilized for the life-threatening illness and/or injury or death of the employee's brother-in-law, sister-in-law, parent-in-law**,** grandparent, grandchild, or other person(s) living in the employee's household.

Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, the estimated duration of the leave, and the expected return date so that appropriate plans can be made for obtaining a competent substitute.

A teacher returning to work shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave and for verification. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. If hospitalized for a period in excess of two (2) days, or on authorized sick leave for more than ten (10) consecutive days, the employee shall provide the Director of Human Resources, when requested, with a physician's statement indicating that the employee's medical condition is such that the employee can resume all assigned duties. Nothing in this section shall be construed to waive the physician-patient privilege provided by O.R.C. 2317.02.

If an employee faces illness that may require extended absence from the district, that employee is encouraged to notify the Human Resources Office or an MTA

representative to learn of the options that are available regarding use of sick leave or disability.

6.2 **MEDICAL LEAVE OF ABSENCE** – When an employee has exhausted his/her accumulated sick leave and is still unable to return to work for the reasons enumerated in sick leave policy, the Board of Education will, upon proper application of the employee, place the employee on medical leave of absence. Such a leave will begin on the day that the accumulated sick leave reaches zero and the employee has no earnings due, and will be for not less than the balance of the current school year or current school semester whichever is shorter and for a maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. While on medical leave of absence, the employee ceases to accumulate sick leave. The Board of Education will, however, pay its full share of the employee's hospitalization and major medical insurance and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins. An employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days, in which case all fringe benefits will be maintained by the Board, and the employee shall return to the position temporarily vacated. A condition precedent to the granting of any such short-term emergency medical leave shall be the providing by the employee of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days. Should the employee in question be unable to return to full-time responsibilities upon completion of said thirty (30) day period, he/she must request regular medical leave in accordance with the terms of the remainder of this policy.

An employee on medical leave of absence will be carried on payroll records as required by 3313.202, Ohio Revised Code. An employee shall be paid in full the balance due him/her in his/her last check with appropriate deductions made for federal withholding tax, state income tax, city income tax, retirement contribution, insurance, dues, etc.

While an employee is on medical leave of absence, the Board will pay its share of the employee's total fringe benefit package for the following periods: employees with zero (0) to three (3) years in-district experience – three (3) months in any one calendar year; those with over three (3) but not over five (5) years' experience – six (6) months in any one calendar year; and those with more than five (5) years – one (1) year; thereafter any such employee will be given the opportunity of participating in the hospitalization/health care insurance and group term life programs by forwarding a check or checks for both the Board's portion and the employee's and family portion (when applicable) to cover the full cost of said insurance program(s). The Human Resources Department will process all leave and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-fifth (25^{th}) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/her other fringe benefits, such as health and accident insurance. The checks for fringe benefits are to be made out to

the company involved; the Treasurer's Office will forward these checks to the specified company.

An employee on medical leave of absence who intends and desires to return to work at the beginning of the next school year or semester shall file an application for reinstatement by February 1 for the next school year and November 1 for the second semester, even if it is possible that said return may not become medically feasible.

The application must be accompanied by a physician's statement indicating the employee's medical condition is or may be reasonably anticipated to be such that the employee is capable of returning to work. At the employee's option, said statement may be provided on the actual return date in which case it shall provide assurance of medical fitness to carry out assigned duties and responsibilities. It shall be the duty of the employee to notify the Director of Human Resources in writing of such intention to return to duty. Failure to actually return to work due to continuing medical disability shall not be cause to seek cancellation of certification or unused sick leave. Upon return to service, the employee shall resume the contract status held prior to the medical leave of absence.

The employee will be assigned to the same position if it is available or a substantially equivalent position to the one he/she held prior to the leave unless no such position is available in which case he/she will be assigned to a position within his/her area(s) of certification. In accordance with the criteria established in policy and as has been the practice in the past, every effort will be made to arrive at a mutually agreeable assignment.

An employee who desires to return to work prior to the beginning of the next school year may inform the Director of Human Resources in writing of such interest. This expression of interest must be accompanied by the physician's statement indicating the employee's medical condition is such that all assigned duties can be resumed. The Director of Human Resources will consider the placement of an employee for any position which becomes vacant and for which the employee has the proper and necessary qualifications. The employee has, however, no assurance of any position prior to the regularly established reinstatement time as defined herein, but will be given preference in the filling of any position within his/her area(s) of certification.

SICK LEAVE BANK - In cases of personal hardship to a bargaining unit member brought on by a catastrophic illness or injury, where the bargaining unit member has exhausted all accumulated, unused sick leave and all personal leave days, the Board and MTA may enter into an agreement to assist the affected bargaining unit member through the donation of accumulated, unused sick leave by other bargaining unit members who volunteer to do so. Any decisions made by the Board and the MTA under this section shall not be subject to the grievance and arbitration provisions of Article 7 of this Agreement.

Sick Leave Bank Process

A bargaining unit member may be granted additional sick leave days through the donation of accumulated unused sick leave by bargaining unit members who volunteer to do so in accordance with the following process:

1) For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune.

2) A joint MTA/Board Committee consisting of two (2) bargaining unit members appointed by the MTA and two (2) administrators shall be appointed on a yearly basis to review requests under this provision.

3) Applications for catastrophic illness/injury sick leave donation must be submitted to the Director of Human Resources. Applications should include the following information:

    1) Nature of Illness/injury.
    2) Physician(s) statement as to the condition and the need for sick leave.
    3) Projected date of return to duty.
    4) Any other pertinent information that applicant can submit to the committee for its consideration.

4) Prior to granting the request, the committee shall also review the bargaining unit member's attendance record with the district.

5) At the beginning of each school year, the Director of Human Resources shall send a memo to all bargaining unit members asking if the member wants to make a donation to the sick leave bank. One (1) day shall be added to the bank per each two (2) days donated. Donations to the sick leave bank by MTA members shall be calculated as follows:

    - Two (2) sick leave days equals one (1) sick bank day, or

    - Four (4) sick leave days equals two (2) sick bank days

    A maximum of four (4) member sick days may be given in one (1) school year no matter if the request falls under item 8. or 9. of this Agreement. In order to donate an individual must still maintain a sick leave balance of at least ten (10) days, after subtracting the donated days. Donations shall be irrevocable; days will not be returned to the donor under any circumstances.

6) The individual must have exhausted all paid leave prior to receiving any donated days.

7) Once a member becomes eligible for STRS disability retirement, he/she is no longer eligible to receive donated days. If an employee is approved retroactively for disability retirement benefits, the employee shall repay the District, to the credit of the sick leave bank, the amount of monies received in disability payments for the period he/she received sick bank day compensation.

8) A bargaining unit member who chooses to maintain confidentiality and not disclose his/her name to the membership shall submit his/her request to the Sick Leave Bank Committee. The committee shall meet and make a determination regarding the request. Should the bargaining unit member be granted his/her request, the days shall be pulled from a standing sick leave bank.

9) A bargaining unit member may choose to disclose his/her name to the membership when submitting his/her request to the Sick Leave Bank Committee. If the committee approves the request, a memo shall go out to the membership requesting donations in the MTA member's name. A sick leave bank in the MTA member's name shall be established.

10) The bargaining unit member shall be informed of the committee's decision to grant or deny the request and the decision of the committee shall be final.

11) Any unused sick leave days shall go back to the standing sick leave bank.

12) Any unused sick leave days remaining in the standing sick leave bank shall carry over into each new school year.

13) Bargaining unit members may be issued a maximum of forty-five (45) sick leave bank days for their entire tenure with Mentor Schools.

14) Accumulated sick leave shall be transferred day for day regardless of differing pay scales.

15) All information and reports relating to applications under this policy shall remain confidential.

6.3 **PARENTAL LEAVE**

6.3.1 Employees of the Mentor Public Schools System who become pregnant, who father a child and possess custodial rights of any nature, or who are adopting or assuming legal custody of a child under the age of five (5) and who desire to return to work at a future date shall be granted a parental leave as set forth below.

6.3.1.1 **Pregnancy Disability Leave –** Paid sick leave for the bargaining unit member who gives birth shall not exceed eight (8) consecutive weeks, from the date of birth. This pregnancy disability leave is granted in order to give

birth and recover from giving birth. This leave may extend beyond eight (8) consecutive weeks if medical complications, due to child birth, as verified with medical documentation, require longer use of sick leave.

6.3.1.2 **Bonding Leave –** Paid sick leave for the bargaining unit member who adopts or assumes legal custody of a child between the age of two and five years old or who fathers a child and has responsibilities for the care of the child and/or mother of the child, shall not exceed four (4) consecutive calendar weeks from the date of adoption or assumption of legal custody or birth, as applicable. A bargaining unit member who adopts or assumes legal custody of a child under the age of two (2) years old is entitled to take up to eight (8) consecutive calendar weeks of paid sick leave from the date of adoption or assumption of legal custody.

Exceptional circumstances can be granted per appointment with the Superintendent and Association President to extend the paid sick leave up to eight (8) weeks. The Superintendent shall have the final determination.

6.3.1.3 This paid leave, under each circumstance above, shall not carry over through the summer months or other breaks in the school calendar. Therefore, as an example, if an employee gives birth on May 15, she may take paid parental leave only through the end of that school year and shall not be entitled to additional paid leave upon commencement of school in the following school year. Likewise, if a child is born to a father on the last day of school, he may take paid leave for that day, but does not carry over additional days of paid parental leave into the following school year.

6.3.1.4 **Unpaid Parental Leave Option –** A parental leave without pay shall be available to bargaining unit members for maternity, paternity or adoption purposes. This unpaid parental leave may commence at any time during the period between commencement of pregnancy and the end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child. Such leave shall be for a period up to one (1) school year renewable for one (1) additional school year. Any such request for renewal shall be granted upon proper application. No part of this provision shall deny employees their rights under the Family and Medical Leave Act.

6.3.1.4.1 **Application for Leave** – Applications for leave under Section 6.3.1.4 shall be in writing, directed to the Director of Human Resources on the proper form, and shall contain the date on which the leave of absence is to commence. Application for parental leave shall be made at the earliest possible time but shall not be later than the thirtieth (30th) day before the beginning of the parental leave except in cases of emergency or those owing to circumstances which could not reasonably be anticipated thirty (30) days in advance. The employee's failure to make a timely application should not be reason for refusal.

6.3.2 **Fringe Benefits** – Teachers on unpaid parental leave will be given the opportunity of continuing in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks for both the Board's portion and the employee and family portion (when applicable) to cover the full cost of said insurance programs. The Human Resources Office will process all leaves and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-fifth (25th) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/her other fringe benefits such as health and accident insurance. The checks for fringe benefits are to be made out to the company involved; the Treasurer's Office will forward these checks to the specified company.

A teacher who is on active pay status for one hundred twenty (120) days and uses unpaid parental leave which commences prior to the end of that school year shall be reimbursed by the Board one half (1/2) of the insurance payments that said teacher paid for June, July, and August of that school year, provided said teacher returns to work at the beginning of the next school year. Reimbursement shall be within thirty (30) days of the teacher's return to work.

6.3.3 **Reinstatement Application** – An employee on an unpaid parental leave who desires to return to work at the beginning of the next school year shall file an application for reinstatement by April 1 preceding the leave expiration date. The application, where applicable, must be accompanied by a physician's statement indicating the employee's medical condition is such that he/she is capable of returning to work. Failure to make timely application shall not be a basis for a denial of reinstatement if a suitable position is available.

An employee who desires to return prior to the beginning of the next school year may inform the Director of Human Resources in writing of his/her interest. This expression of interest must be accompanied, where applicable, by a physician's statement indicating the employee's medical condition is such that he/she can resume all assigned duties. Teachers who satisfy the requirements expressed herein may be returned either at the beginning of a grading period or at the winter/holiday break.

6.3.4 **Reinstatement** – Upon application for return from approved parental leave, the employee will be assigned to the same position if available or to a substantially equivalent position to the one he/she held prior to the leave unless no such position is available in which case he/she will be assigned to a position within his/her area(s) of certification.

In accordance with the criteria established herein and as has been the practice in the past, every effort will be made to arrive at a mutually agreeable assignment.

An employee who desires to return to work prior to the beginning of the next school year may inform the Director of Human Resources in writing of such interest. The Director of Human Resources will consider the placement of an employee for any position which becomes vacant and for which the employee has the proper and necessary qualifications. The employee has, however, no assurance of any position prior to the regularly established reinstatement time as defined herein, but will be given preference in the filling of any position within his/her area(s) of certification.

In respect only to this parental leave, applicable judicial decisions and statutes will be followed with regard to termination, nonrenewal, or failure to issue any limited or continuing contract for regular teaching duties, supplemental duties, or administrative duties.

6.4 **PERSONAL LEAVE** – The Board of Education believes that employees, considering the best interests of the students, will make every effort to use discretion in the use of personal leave. Within this context personal leave will be granted for the reasons stipulated in the Rules and Regulations below.

6.4.1 **Rules and Regulations** – Any certified/licensed staff member may be absent without loss of pay a maximum of four (4) days in any school year to transact necessary and urgent personal business which cannot be conducted outside the regular school day, to attend to affairs of a personal nature which cannot be conducted outside the regular school day, and for other reasons that fall within the intent of this provision.

Two (2) of these four (4) days each school year will be less restricted such that it need not qualify under the four (4) categories enumerated below and may be taken for any purpose except for seeking or engaging in outside employment. Unless indicated below, the remaining sections of 6.4 shall still apply to the employee's less restricted days.

Two (2) additional days per year shall be available to bargaining unit members for days where the tenets of their recognized religion require a total abstinence from work.

Except for the less restricted personal days, personal leave shall not be used in place of professional leave, to provide vacations, for recreation, for social or fraternal functions, or to attend business trips with a spouse. No personal leave (including unrestricted) shall be taken to engage in or seek other employment.

Personal leave knowingly utilized in violation of this policy shall be considered as good and just cause under O.R.C. 3319.16 and shall result in appropriate disciplinary action, up to and including contract termination.

Except for the less restricted personal days, reasons for requesting personal leave must fall within one of the four categories enumerated below:

a. To transact personal business.

b. Bereavement not covered by the sick leave policy.

c. Emergency beyond the employee's control. Such circumstances are defined as certain broad events that cannot be anticipated or avoided.

d. Other good and just causes. (This shall also include a once in a lifetime event which must be specified and which shall be subject to prior approval). Section 6.4.1.d. is not subject to the grievance procedure.

6.4.2. Applications for personal leave requests, submitted under provisions of Section 6.4.1.b. – Bereavement, and c. – Emergency, do not have to be submitted five (5) days prior to the day of the proposed leave.

6.4.3 The Mentor Exempted Village Board of Education and the Mentor Teachers Association agree that in the event of a death of a staff member, staff member's spouse/child, or a student associated with a particular building, in which members of the bargaining unit in that building wish to attend services for the deceased, the following will be the procedures:

-- Teachers who desire to attend services for the above deceased will notify the building principal.

-- The building principal will contact the Human Resources office with the names of the staff members, date, and time substitute teachers are needed.

-- The Human Resources office will provide as many of the requested substitute teachers for the staff members requested as possible. The staff members will submit personal leave request forms for one-quarter day or for the amount of time applicable.

-- The Human Resources office will contact the building principal and inform him/her of the number of substitutes scheduled.

-- Staff members for whom a substitute teacher could not be scheduled for coverage, may attend the service (and will be required to submit for one-quarter personal leave or the amount of time applicable) if the principal can procure an internal substitute who will cover a class Teachers covering classes will be paid the appropriate internal coverage stipend.

6.4.4 **Procedures to be Followed** – Approval of the request shall be dependent upon compliance with the following:

a. The employee must submit a properly completed personal leave request using the online substitute management system at least five (5) school days prior to the actual date of the proposed leave. Written reason(s) must be submitted for approval of the Director of Human Resources for personal leave requests during the last twenty (20) work days of the school year.

Requests for two (2) or more consecutive days of personal leave, or requests to extend holidays or recesses, must specifically state in detail the reason for the request and are subject to the approval of the Director of Human Resources. The less restricted personal days may not be tacked onto these days.

c. Except for the less restricted personal days, requests for single days of personal leave shall be approved based upon the checking of categories a., b., or c. All personal leave days are subject to timely submission.

d. Applications submitted under provisions of Section 6.4.1.d. above, must state the specific reason for the leave, be submitted at least five (5) school days prior to the day of the proposed leave, and be approved by the Director of Human Resources.

All personal leave requests will be processed through the building principal or the appropriate supervisor and will be forwarded to the Director of Human Resources. In reviewing all requests the Director of Human Resources will render the final approval or disapproval where required.

A member may roll unused accrued personal leave days, not including the two (2) specific days available for religious observance, into accumulated sick leave up to the maximum accrual established in Article 6.1. The roll over will occur at the end of the school year.

6.5 MILITARY LEAVE

6.5.1 Any teacher who has left or leaves a teaching position, by resignation or otherwise excluding contract termination or nonrenewal, and within forty (40) school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in the Ohio Revised Code is eligible for a military leave of absence. Application for military leave should be directed to the Director of Human Resources and accompanied by enlistment documents.

Staff members granted military leave of absence who receive a discharge other than dishonorable shall be reemployed by the Mentor Board of

Education under the same type of contract as that which (s)he last held in the Mentor School District, if the teacher shall, within ninety (90) days after the discharge, apply to the Mentor Board of Education for reemployment. Upon such application, accompanied by a copy of the discharge papers, the teacher shall be reemployed on the first day of the next school semester, if the application is made not less than thirty (30) days prior to the first day of the next school semester, in which case the teacher shall be reemployed the first day of the following school year.

For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service has been performed during such time. The Mentor Board of Education may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof in accordance with the Ohio Revised Code.

6.5.2 **Induction/Reservists Called to Active Duty**

a. **Statutory Compensation** – Employees inducted or called to active duty in the armed forces shall be entitled to a leave of absence without loss of base compensation for a period of thirty-one (31) calendar days per year pursuant to Ohio Revised Code Section 5923.05, unless the amount or duration of such compensation shall be modified pursuant to a collective bargaining agreement or subsequent legislative enactment.

b. **Compensation Differential** – Employees inducted or called to active duty in the armed forces shall be further entitled to additional compensation for periods beyond the initial statutorily mandated thirty-one (31) calendar day period described in Section "a." in an amount equal to the amount by which an employee's base salary exceeds active duty military compensation, including basic allowance for quarters and basic allowance for subsistence, payable during the employee's absence for a total period, including statutory compensation, not to exceed twelve (12) months from the date an employee's call-up begins.

c. **Continuation of Benefits** – Any employee inducted or called to active military duty shall be permitted to continue participating in all employee benefit programs offered by the District for a period not to exceed twelve (12) months commencing with the date an employee's call-up begins, if the employee so elects. The District and the employee shall continue to be responsible for the respective portion of the premiums or payments due for such benefits as prior to the employee's entry into military duty. The employee portion of premiums and payments shall continue to be paid on the basis of a payroll deduction throughout the period in which the employee is entitled to receive statutory or continuing compensation as described in Section "a." and "b." from the District. However, if an

employee's compensation is insufficient to meet benefit expenses by payroll deduction, the District shall forward to the employee the appropriate billing statement for the amount owed for the employee's portion of that benefit. This continuation of benefits shall not apply to any benefit, which by its terms excludes periods of military duty, including, but not limited to, life insurance policies containing a war time exclusion.

d. **Re-employment Rights** – Employees returning from military duty shall be entitled to re-employment with the District. To be eligible for re-employment, an employee who served on active duty for ninety (90) days or more must apply for restoration of employment within ninety (90) days after relief from military duty or release from a period of hospitalization of not more than one (1) year, furnish proof of a discharge other than dishonorable conditions, and be physically qualified to perform the duties of such former position. For periods of active duty less than ninety (90) days, the time for application for re-employment shall be within thirty-one (31) days after relief from military duty or release from a period of hospitalization of not more than one (1) year. Re-employment shall commence at the earliest possible time, but no later than thirty (30) days following the application for re-employment. An employee who is unable to perform former duties by reason of disability shall be placed in another position for which the employee is qualified and which provides the closest approximation of seniority, status, pay, and ability to carry out the assigned duties.

e. **Rights Upon Restoration of Re-employment** – In addition to such other rights as may be granted pursuant to state or federal law, an employee shall be entitled upon restoration of employment to the seniority status which would have accrued if the employee had remained continuously employed during the military leave of absence, including total experience credit with the District.

f. **State Retirement Funds** – The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

6.6 PROFESSIONAL LEAVE

6.6.1 **Professional Leave** – All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students, and in keeping with the breadth of experience and depth of training that they possess, opportunities for the staff shall be especially rich and varied.

The Superintendent shall provide the staff with opportunities in areas such as the following:

a. Released time and leaves of absence for travel and study.

b. Visits to other classrooms and other schools.

c. Conferences involving other personnel from the district, county, state, region, or nation.

d. Membership on committees drawing personnel from such sources.

e. Training in classes and workshops offered within the district.

f. Further training in institutions of higher learning.

6.6.2 **Rules and Regulations** – Staff members requesting professional leave shall submit an InService Form for such leave at least ten (10) school days in advance of the activity to the Superintendent or to such administrative official as shall be designated in writing from time to time by the Superintendent. For purposes of this policy, professional leave shall be used for the above listed reasons and for such other activities as shall be specifically approved by the Superintendent.

The application for leave, approved or not approved, will be returned to the applicant within five (5) school days after the application is received by the appropriate Administrator. When a request is denied, an applicant may ask that it be reconsidered. When an application for professional leave is denied, the reason(s), if requested, for the denial will be given to the applicant in writing.

The participant shall receive his/her regular compensation for the day(s) excused for purposes of attending such activity. Dependent upon the purpose of the activity, the participant shall receive reimbursement for reasonable and necessary expenses in full or in part from the Board of Education from the appropriate fund of the school district. A request for Board of Education reimbursement must be filed in accordance with established procedures upon submission of appropriate statements of expenses.

A staff member participating in a professional leave activity will be expected to develop a resume of the significant activities or events that can be shared with other members of the staff.

Except for procedural issues or claim(s) of discrimination relating to Association membership/activity, no element of this professional leave policy shall be subject to the grievance procedure.

6.7 LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT

6.7.1 Any employee who has completed five (5) or more years of continuous teaching service in the Mentor Schools may be granted, with the permission of the Board of Education upon the recommendation of the Superintendent, a leave of absence for professional improvement for either one (1) or two (2) semesters.

6.7.2 The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall return to the district for at least two (2) years following the leave for professional improvement.

6.7.3 No such leave shall be granted unless a satisfactory substitute is available, nor shall such leave be granted to more than five percent (5%) of the professional staff at any one time. No such leave shall be granted to a teacher more often than once for each five (5) years of service, nor shall such leave be granted a second time to the same teacher when other members of the staff have filed a request for such leave.

6.7.4 Each certificated employee who meets the requirements and is granted a sabbatical leave may elect to have the year count as a year of service by having his/her share of retirement payments deducted from the leave pay. The salary base for these payments will be the same salary that the person would have received during the year for which the sabbatical leave was granted.

6.7.5 The employee must make the necessary application to the State Teachers Retirement System for approval of retirement fund payments during the leave of absence. The Board will furnish the necessary information to accompany the application.

6.7.6 The Board of Education will remunerate the teacher on leave of absence for professional improvement the difference, if any, between the replacement teacher's salary and the salary of the teacher on leave. After Board approval, individual teachers shall have the right to waive this provision.

6.7.7 Failure on the employee's part to return for two (2) years following this leave shall entitle the Board to take action to recover remuneration paid him/her while on leave.

6.7.8 Upon return from leave of absence for professional improvement, the teacher's placement on the salary schedule will be commensurate with his/her years of teaching service and verified level of training.

6.7.9 A teacher may be granted a leave of absence for professional improvement after three (3) years of service in the Mentor System provided that the aforementioned criteria has been met by the applicant. Further, such applicant would not be eligible for financial remuneration as set forth in paragraph 6.

6.7.10 Except for procedural issues or claim(s) of discrimination relating to Association membership/activity, no element of this leave of absence for professional improvement policy shall be subject to the grievance procedure.

6.8 **LEAVES WITHOUT PAY** – The Board recognizes that there may be occasions causing an individual to request a short-term leave from his/her assigned responsibilities which does not fall within the provisions of the sick leave, personal leave, or professional leave policies and would, therefore, be without compensation. Such requests will be denied except where there is a clear indication of extenuating circumstances. Leaves without pay will be approved for employees who have job interviews that could not be scheduled outside the established school calendar and/or workday. Leaves without pay will be approved for employees who are candidates and choose to campaign for an elected office on Election Day. The Director of Human Resources shall have the discretion to grant leave without pay for good and just cause. The decision shall be final and non-grievable.

6.9 **RETENTION OF INSURED FRINGES** – Under the condition of a qualifying event as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985, any affected teacher shall be entitled to at least the benefits outlined by the Act.

6.10 **COURT/JURY DUTY LEAVE**

6.10.1 In the case of jury duty or court appearance as the result of employment by the Board of Education, no deductions shall be made from the employee's accumulated sick leave or personal leave. Pay for days of such absences will be at the employee's regular daily rate. Court appearance as a result of employment does not include any appearance where the employee is a plaintiff, except as a plaintiff in assault leave under Section 3.9.22.

6.10.2 When an employee is subpoenaed to appear in court for purposes other than as described in 6.10.1, and has exhausted his/her allocated personal leave, sick leave shall be utilized for this situation.

6.10.3 When an employee is subpoenaed by a court to testify as a witness in a proceeding, where the only connection to the legal action is the employee’s exercise of good citizenship in witnessing an accident or crime, the Director of Human Resources shall have the choice of granting "Court Leave" instead of using the employee’s personal leave and/or sick leave.

6.10.4 Any remuneration received for serving as a juror or witness will be disbursed to the Board of Education by the employee, exclusive of parking fees, mileage, and meal expenses.

6.11 **FAMILY AND MEDICAL LEAVE (FMLA)** – An employee who has worked twelve hundred fifty (1250) hours or more during the twelve (12) month period preceding the commencement of the leave shall have the right to take Family and Medical Leave according to the terms of Board Policy Number 3.03 which is incorporated into this Agreement. FMLA leave entitles the employee to have up to twelve (12) work weeks of unpaid leave for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, or parent if such individual has a serious health condition or for the employee's serious health condition which disables him/her from performing the functions of his/her position. To the extent that provisions of the FMLA leave are covered by other leaves provided in the negotiated agreement or other Board-approved documents, the twelve (12) weeks of leave and benefit coverage under the FMLA leave policy shall run concurrently with other existing benefits. In the case of parental leave, paid sick leave is limited to eight (8) weeks and must end no later than twelve (12) weeks following delivery or receipt of custody unless medical complications require longer use of sick leave.

Although FMLA leave is available for the birth, adoption or foster care of a child, an employee shall be required to take FMLA leave concurrent with other leaves available under the negotiated agreement for prenatal care pregnancy, illness associated with pregnancy, court appearances, or other circumstances related to the adoption of a child or placement of a foster child. The Board of Education shall pay its share of the fringe benefit package to any eligible employee who is granted a parental leave for any portion of the twelve (12) week period not used under any other leave provision within the negotiated agreement. The District will use the applicable Department of Labor FMLA-related forms for the process.

This provision satisfies the Board's notice requirement under FMLA.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 DEFINITIONS

7.1.1 For the purposes of this Agreement, the term "grievance" shall be defined as a dispute between the Board and (an) employee(s) concerning the interpretation and/or application of, or compliance with, an express, specific provision of this Agreement. This grievance procedure shall be the exclusive full grievance procedure for use by employees within the bargaining unit, without regard to whether they are members of the Association. It is the intent of the Board and the Association that grievances be resolved at the lowest administrative level and in the shortest practicable time. All such proceedings shall be confidential. Grievances shall be processed on the Grievance Procedure form.

7.1.2 The term "days" when used in this document shall mean working days unless otherwise indicated. Thus, weekends, vacation days, holidays, program closing days, and shut down days are excluded.

7.1.3 The term "immediate supervisor" shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance. If the administrative authority to whom the grievance is presented believes that the grievance has been filed at too high a level, and that he/she is not the "immediate supervisor," he/she may remand the grievance to the appropriate lower level.

7.1.4 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

7.1.5 The steps may not be bypassed except by mutual written agreement. However, the administrative authority to whom a grievance is incorrectly presented may accept the grievance as having been filed at the appropriate level even if it was not and that administrative authority becomes the "immediate supervisor" for purposes of this Article.

7.2 **STEP I** – An employee seeking to initiate steps under this procedure shall, within twenty (20) working days of the time the grievant knew or should have known of the occurrence which constitutes the basis of the grievance, inform his/her immediate supervisor in writing on the specified form of the nature of and basis for the grievance and the adjustments which he/she seeks. The immediate supervisor shall schedule a conference within five (5) days of the receipt of the request for review. At the grievance conference, the grievant shall have full opportunity to present relevant facts, information, and any other data relating to the grievance.

Within five (5) days after the conclusion of the grievance hearing, the immediate supervisor shall inform, in writing, the grievant of the decision. A copy of the decision will be supplied to all parties and representatives in attendance at the grievance conference.

7.3 **STEP II** – If the grievance is not resolved at Step I, or if the time limit for the immediate supervisor's response is not met, the Association may process the grievance to the Superintendent, or the designated representative, within five (5) days after the receipt of the Step I answer. The Superintendent, or the designated representative, shall arrange for a meeting with the Association representative and the aggrieved employee. The meeting is to take place within seven (7) days of receipt of the appeal or at a mutually agreeable date and time established by the parties. Each party shall have the right to present at such meeting such witnesses as the party deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her designee shall have five (5) days in which to provide a written decision to the Association.

Should the parties elect to proceed to Step III, A, Facilitation, below, the time lines shall be modified to allow for this option.

7.4 **STEP III**

A – FACILITATION (OPTIONAL)

1. If, after receiving the answer at Step II, the employee remains aggrieved, the Association may choose to pursue the facilitation option. If the Association so chooses, the Association shall submit a written request for facilitation to the Superintendent within ten (10) days of receiving the Step II decision.

2. Within five (5) days of receiving the request for facilitation, the Superintendent or his/her designee shall consult with the Association regarding the Board's amenability to facilitation.

3. If the parties agree to the facilitation option, the Board and the Association shall contact a third party facilitator, which may include Federal Mediation and Conciliation Services, to schedule a facilitation meeting.

4. At the first date available to the facilitator and to the parties, but not later than fifteen (15) days after the parties agreed to seek facilitation, the parties shall meet with the facilitator and submit to him/her the issues set forth in the grievance.

5. Time lines may be extended by mutual consent.

6. If the facilitation process is not successful and the employee remains aggrieved, within ten (10) days of the date of the facilitation meeting the Association may proceed to Step III, B., by submitting to the Superintendent a written notice of its intent to submit the grievance to arbitration. The time lines and procedures set forth in Step II, B., shall be followed.

B – ARBITRATION

If the grievance has not been resolved through the preceding procedure within the time prescribed in Step II, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within ten (10) days from the receipt of the Superintendent's response. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The decision of the arbitrator shall be binding to both parties.

1. **Authority of Arbitrator** – The jurisdiction of the arbitrator is specifically limited to resolution of grievances, as defined herein, arising out of a specific express provision of this Agreement.

The arbitrator is specifically prohibited from making any decision inconsistent with the terms of this Agreement. Further, the arbitrator is prohibited from having the power to add to or subtract from, or alter the terms of this Agreement. The arbitrator shall make no findings, recommendations, suggestions, or offer any opinion inconsistent with the limitations set forth in this Agreement.

2. **Costs of Arbitration** – Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be borne by the loser of the grievance or as directed by the arbitrator.

3. **Transcripts** – Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

7.5 GENERAL PROCEDURES

7.5.1 A grievance shall be filed only by the grievant which may be an individual employee, a class of employees, or the Association. Grievances arising out of the same or similar circumstances affecting more than one member may be filed as a class action grievance. Class action or association grievances may not be used to revive untimely individual claims. All class action grievances shall be signed by the President of the Association to verify that a member(s) of the bargaining unit is affected. The President of the Association shall sign all Association grievances.

7.5.2 Any time limits specified herein may be shortened or extended by written agreement of the parties.

7.5.3 When the stipulated time limits are not met by the administration, the grievant shall have the right to appeal the grievance to the next level of this procedure. If the grievant fails to timely file the grievance or forward the grievance to the next level within the stipulated time designated at each level, the grievant shall automatically waive the rights to pursue the grievance.

7.5.4 If a grievance arises from the actions of an authority other than the immediate supervisor or is concerned with system wide practice consistent with this Agreement, it may be submitted at Step II of this procedure.

7.5.5 Upon appeal, all documents and records accumulated at each level will be forwarded for consideration at the next higher level.

7.5.6 The administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party and not proscribed by law or Board policy for the processing of a grievance.

7.5.7 Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

7.6 **RECORDKEEPING** – All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

7.7 **RIGHTS TO REPRESENTATION** – Both parties have the right to legal counsel at all levels of the procedure beginning at Step II at the party's own expense. The grievant shall have the right to an Association representative at all levels beginning at Step I. To the extent practical, hearings will be scheduled to avoid conflict with work schedules. Arbitration hearings shall be held at a mutually agreed time and place. If attendance is required, employees will not be docked.

7.8 **NO REPRISAL** – No reprisals of any kind shall be taken against any party or any member of the bargaining unit for having utilized his/her rights under this grievance procedure. Similarly, no member of the bargaining unit shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

ARTICLE 8 – DISTRICT MUTUAL PROBLEM-SOLVING COMMITTEE

The Mentor Board of Education and the Mentor Teachers Association agree to meet at least four (4) times a year over the term of this contract to discuss District-wide mutual problems and concerns.

Composition of the committee shall be for the Board: The Superintendent and other designees based on the agenda and needs of the meeting; and for the Association: The President and other designated representatives based on the agenda and needs of the meeting. The committee at its first meeting shall develop a set of protocols by which these meetings are to be conducted. The Superintendent, after consultation with the President, shall convene the first meeting by October 15, at which time the calendar shall be developed. Timeline and frequency of meetings may be changed by mutual agreement between Superintendent and the MTA President.

At the beginning of each meeting the committee will review prior action steps. At the end of each meeting of the DMPSC the committee will identify agreed-upon actions, who will be responsible for implementing the actions, and the time line for implementation.

ARTICLE 9 – DURATION AND AGREEMENT

9.1 **DURATION** – This Agreement shall be effective August 1, 2025 and shall remain in effect through July 31, 2028. The parties shall follow the negotiations procedures contained in Article 1.3. Should the parties be unable to reach an agreement, the

MTA shall have all the rights under O.R.C. 4117 as if the Contract has expired including the ability to engage in a job action at 12:01 a.m. on August 1, 2025.

For the life of the Agreement, the parties agree to meet to bargain the effects on terms and conditions of employment of changes imposed by state or federal law which become effective on and after the effective date of this Agreement.

It is agreed by and between the Board and the Association that during the term of this Agreement there shall be no right by the Board to effect a lock-out and no right by the Association, its members, or any member of the bargaining unit or anyone allied with them to engage in a strike, call-in, work stoppage, work slow-down, sick out, picketing, or any other individual or concerted activity designed to disrupt, impede, or render difficult to administer the normal school day or extension thereof.

9.2 **AGREEMENT** – As parties to the negotiation of this Agreement, the undersigned do attest that this Agreement constitutes an accurate representation of all matters negotiated between and agreed to by the Mentor Exempted Village Board of Education and the Mentor Teachers Association, an affiliate of the OEA/NEA. The provisions of this Agreement shall have precedent over all other conflicting Board policies and shall replace all matters previously negotiated between the Board and the Association.

9.3 **SEPARABILITY AND SAVINGS** – If any article or section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by a court pending a final determination of validity, the remainder of this Agreement shall not be affected thereby.

In the event any article or section has been held invalid as set forth above, the parties shall enter into immediate collective bargaining negotiations, at the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such article or section. If the parties cannot reach agreement, either party may initiate the impasse resolution provisions of Article 1.3.8.

9.4 **FORM** – This Agreement shall be compiled into a booklet form entitled, *Agreement Between the Mentor Board of Education and the Mentor Teachers Association, 2025-2028,* and shall be signed by the President of the Board and the chief negotiator and the president of the Association and the chief negotiator; and an electronic copy shall be given to all affected employees.

FOR THE BOARD

Maggie A. Cook
President Date

Craig M. Heath 7/31/25
Superintndent Date

FOR THE ASSOCIATION

7/31/25
President Date

Chad Stephenson 7/31/25
OEA LRC Date

APPENDIX 1

MENTOR PUBLIC SCHOOLS
MENTOR, OHIO
GRIEVANCE PROCEDURE

Step _____ Date _____

Grievant _____ School _____

STATEMENT OF GRIEVANCE: (List specific negotiated Board policies and/or rules and regulations in which the alleged violation has occurred.)

BASIS OF GRIEVANCE: (State the activities and actions that are the basis of the grievance and the date(s) that the violation allegedly occurred. Be as specific as possible.)

ACTION REQUESTED:

REPRESENTATION: (At least one (1) day prior to the hearing, each party of interest must notify the other party of the representative who will be present at the hearing.)

_____
Signature of Grievant

Received by: _____ Date: _____

APPENDIX 2

CRITERIA FOR SUPPLEMENTAL PAY SCALE
CLUBS AND ORGANIZATIONS

Contracted Time: Actual hours spent supervising students within club, group, organization outside of assigned curricular duties.	1 – 50 hours 51 – 100 hours 101 – 150 hours 151+ hours	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Size of Staff: The number of adults who are under the advisor's supervision.	0 – 1 2 – 3 4 – 5 6 – 10	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Size of Club or Organization: The number of students who receive instruction from advisor or assistant.	1 – 25 26 – 50 51 – 75 76+	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Supplies and Equipment Inventory: Amount and storage.	$100 – $500 $501 – $1500 $1501 – $2000 $2001+	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Budget Preparations and Fund Raisers: Total budget.	$100 – $500 $501 – $2000 $2001 – $5000 $5001+	1 point 2 points 3 points 4 points	_____ _____ _____ _____
Actual Numbers of Events and Performances: Performances and events that are in addition to the required ones.	1 – 7 8 – 15 16 – 23 24+	1 point 2 points 3 points 4 points	_____ _____ _____ _____

CALCULATION FORMAT CLUBS AND ORGANIZATIONS

.033	0-11 points
.040	12-15 points
.060	16-19 points
.080	20-23 points
.100	24 points

APPENDIX 3

ACTIVITY CLUB

Name _____ Extracurricular Activity _____

A. **SURVEY**

Please take some time to assess your activity to determine your level of involvement in the following areas:

1. Contracted Hours/Year

1 – 20	1
21 – 50	2
51 – 100	3
101 – 150	4
151+	5

2. Number of Adult Staff, Not Including Yourself

0 – 1	1
2 – 3	2
4 – 5	3
6 – 7	4
8+	5

3. Number of Students in the Club or Organization

1 – 25	1
26 – 50	2
51 – 75	3
76 – 100	4
101+	5

4. Supplies and Equipment

$1 – $100	1
$101 – $500	2
$501 – $1500	3
$1501 – $2000	4
$2001+	5

5. Budget and Fund-Raiser

$1 – $250	1
$251 – $500	2
$501 – $2000	3
$2001 – $5000	4
$5001+	5

6. Number of Scheduled Activities or Meetings

1 – 5	1
6 – 10	2
11 – 15	3
16 – 20	4
21+	5

B. **ACTIVITY CLUB INDEX**

.011	0 – 4 points
.022	5 – 8 points
.033	9 – 12 points
.040	13 – 17 points
.060	18 – 22 points
.080	23 – 27 points
.100	28+ points

APPENDIX 4

FIRST AMENDMENT
TO THE
MENTOR CITY SCHOOL DISTRICT
SECTION 403(B) PLAN

WHEREAS, the Board of Education of the Mentor City School District has previously adopted and maintains the Mentor City School District Section 403(b) Plan (the "Plan"); and

WHEREAS, the Plan provides that it may be amended from time to time, including by written action of the Treasurer; and

WHEREAS, the School District and the Mentor Teachers Association (the "MTA") have agreed to the adoption of a severance pay deferral plan that will provide for certain payments to into a tax-sheltered annuity;

NOW, THEREFORE, Section 3.4 of the Plan is hereby amended and restated as follows, effective as of the date of adoption of this Amendment:

Notwithstanding anything in School District policy to the contrary, retiring Employees who are members of the bargaining unit that is represented by the Mentor Teachers Association (the "MTA") and who are covered by the collective bargaining agreement (the "CBA") between the School District and MTA, shall have the total amount that otherwise would be payable to them as Severance Pay (as defined below) mandatorily paid into a Plan Contract that has a group Annuity Contract with a Plan Provider that is designated by MTA for that purpose (the "Designated Contract"). Payment of such amounts under this Section 3.4(a) shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash.

The provisions of this Section 3.4(a) are hereinafter referred to as the MTA Severance Pay Deferral Program. The terms of the MTA Severance Pay Deferral Program shall include the following:

(i) Participation in the MTA Severance Pay Deferral Program shall be mandatory for all "Covered Employees". A Covered Employee shall be any Employee who meets all of the following requirements:

(A) The Employee retires effective at the end of the contracted school year and thereby becomes entitled to "severance pay" in excess of $2,500.00 as based on current and future IRS regulations and in accordance with the requirements of article 5 of the CBA, and

(B) The Employee's last day of employment is in or after the calendar year Employee attains (or will attain) age 55.

(ii) For purposes of this MTA Severance Pay Deferral Program, the term "Severance Pay" shall include all payments of "severance pay" made pursuant to CBA and all payments of retirement incentive pay made pursuant to any related Memorandum of Understanding between the Board and the MTA. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year following the calendar year of the Covered Employee's termination of employment on account of retirement.

(iii) The Employer Contribution made on the behalf of the Covered Employee under the MTA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:

(A) The total amount of the Covered Employee's Severance Pay.

(B) The maximum contribution amount allowable under the terms of this Plan, including Appendix A hereof.

(iv) The required Employer Contribution under the MTA Severance Pay Deferral Program shall be made within the timeframes described in under the CBA.

(v) To the extent that the Employer Contribution under the MTA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.

(vi) The Designated Contract shall be the Plan Contract for purposes of the MTA Severance Pay Deferral Program; provided, however, the School District shall continue to have authority to continue to approve or disapprove of Plan Providers. A Covered Employee under the MTA Severance Pay Deferral Program shall complete any enrollment forms or other forms the Covered Employee may be required to have the Employer Contribution under this Plan paid on his or her behalf to the Designated Contract; and unless and until the Covered Employee does so, no Employer Contribution of Severance Pay shall be made to the Designated Contract on behalf of the Covered Employee.

(vii) If a Covered Employee is entitled to have an Employer Contribution paid under the MTA Severance Pay Deferral Program and dies prior to such contribution being paid to the Designated Contract, an amount equal to the unpaid contribution shall nevertheless be paid

in cash directly to the surviving spouse of the Covered Employee, and if there is no surviving spouse, it shall be paid to the estate of the deceased Covered Employee.

APPENDIX 5

Intent Statement for 2025-2028 Collective Bargaining Agreement

In connection with the increased time to the student workday, the parties recognize:

1. The additional fifteen (15) minutes added to the elementary teacher workday beginning with the 2026 – 2027 school year shall be allocated toward increasing student contact time.

2. Beginning with the first student day of the 2026 - 2027 school year, the district will implement departmentalization in core content areas in fifth grade, where feasible. The administration and association will collaborate prior to implementation to plan for departmentalization. The administration and association will also engage in discussions regarding the feasibility of departmentalizing additional content areas in fifth grade and fourth grade.

3. The parties recognize that the administration may make adjustments to the workday/student day and has not forfeited its right to alter the instructional structure if departmentalization is deemed to not be in the best interests of the District at a future date. In the event that the administration removes departmentalization from core content areas in fifth grade, the elementary teacher workday will immediately revert to 7 hours and 15 minutes.

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