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COLLECTIVE BARGAINING AGREEMENT

between the

TUSLAW CLASSROOM TEACHERS' ASSOCIATION

and the

TUSLAW LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

(Stark County, Ohio)

Effective
July 1, 2026 – June 30, 2029

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ARTICLE 1 – RECOGNITION

1.01 The Board of Education of the Tuslaw Local School District, hereinafter referred to as the Board, recognizes the Tuslaw Classroom Teachers' Association/OEA/NEA/Local hereinafter referred to as the Association or TCTA, as the sole and exclusive representative for the members of the bargaining unit, which shall consist of all full-time and part-time certified/licensed personnel hired under a contract. This shall include teachers, guidance counselors, certified/licensed librarians, speech and language pathologists, tutors and school psychologists unless the psychologist spends less than fifty percent (50%) of his/her time working with students.

Excluded are substitutes, those hired on a per diem basis and those employees excluded under 4117.01 (C) 1-14 O.R.C.

1.02 A. Teachers have the right to join, or not to join, any organization for their professional or economic improvement, but that membership in any organization shall not be required as a condition of employment.

B. Recognition of the Association shall not prevent any member of the bargaining unit from presenting his/her views to the Board or Superintendent in accordance with the law.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

2.01 Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by March 1 of the year the contract expires, unless another date is mutually agreed to. Also, by March 1 both parties will notify the other, in writing, of the proposed members of their teams. The parties shall hold their first negotiation session by March 15, unless a change is mutually agreed to. At such session, they shall exchange their proposals. Topical listings or so-called "laundry lists" shall constitute a failure to comply with this paragraph and shall be disregarded. After the initial meeting, new proposals cannot be submitted without the consent of both parties.

2.02 Negotiation Meetings

A. All negotiation sessions shall be closed unless otherwise mutually agreed to by both parties.

B. Negotiation sessions shall not be tape recorded by either party unless there is mutual agreement.

C. Either party may caucus at any time; however, both parties agree not to abuse such rights.

D. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next negotiation session.

2.03 Teams

A. Each negotiating team shall consist of not more than five (5) persons. No substitute team members shall be permitted without the consent of the other party. Consultants may be used by either party. The consultants shall be paid by the party using them.

B. Each team shall designate one Chief Spokesperson who shall be responsible for initialing any tentative agreements.

Items tentatively agreed to by the parties shall not normally be taken to impasse unless by mutual consent.

2.04 Information - Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

2.05 Negotiable Items - This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to salary, fringe benefits, and working conditions as defined by 4117 O.R.C. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

2.06 Good Faith - Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.

2.07 News Releases - No reports shall be released to the media unless said reports have prior approval of both parties. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

2.08 Tentative Agreement and Ratification

A. When the negotiating teams reach tentative agreement upon the contract, all of the members shall recommend acceptance of the Agreement to the parties they represent. Good faith shall require that each team earnestly and strongly recommend to their constituents the prompt acceptance of the tentative agreement.

B. Upon reaching tentative agreement, said contract shall be presented to the Association for ratification as soon as practicable. Upon ratification by the Association, the contract shall be presented to the Board for consideration at its next regular or special meeting. The Agreement shall become the contract between the parties for the period stated in the contract.

2.09 Disagreement

A. If an impasse is reached after a period of at least forty-five (45) days from the date of the first meeting and no extension has been agreed to by the parties, the matter will be submitted to mediation using the Federal Mediation and Conciliation Service. This process shall constitute a mutually agreed upon dispute settlement procedure as specified in 4117.14 (C) and which supersedes 4117. SERB shall have no authority to impose any other alternate dispute resolution procedure on the parties unless jointly agreed to by TCTA and the Board. If SERB attempts to assert jurisdiction, the parties shall jointly oppose such effort in common pleas court.

B. If this procedure does not result in an agreement, the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D) (2)

2.10 Procedure for Change or Amendment

A. Either party which wishes to modify or add to the terms of this Agreement must notify the other party in writing.

B. The party receiving notice of the proposed change must notify the other party of its position relative to bargaining on the proposed change within ten (10) days of receipt of the written notice.

ARTICLE 3 - ASSOCIATION RIGHTS

3.01 A. The Association shall have the right to use the teacher mailboxes and designated bulletin boards for the purpose of notices, communications, and matters of Association concern.

B. Officers of the Association shall have the right to use school phones and other school office equipment provided that all costs are borne by the Association. Association business should be conducted before school, after school, on lunch time or during preparation/ planning periods.

C. Officers, building representatives, or negotiating team members of the Association shall be permitted to transact official Association business on school property.

D. Agendas will be provided to the Association President prior to the Board meeting. Minutes of every Board meeting shall be provided to the Association President when they become available.

E. Each year the President of the Association may request, and shall be given as they become available, the following forms providing all costs are borne by the Association:

1. Annual Tax Budget

2. Annual Appropriations resolution

3. Annual Auditor's Report

4. Amended Official Certificate of Estimated Resources

5. SM-1 and SM-2's

3.02 Upon completion of this Contract, the Board shall prepare the Contract for printing. It shall be printed at the joint expense of the Association and Board and copies distributed by the Association to all of the members of the bargaining unit, and by the Superintendent to the Board and Administration.

3.03 Payroll Deduction

A. Dues

1. The Board, through the Treasurer, shall provide fifteen (15) bi-weekly payroll deductions for TCTA and affiliate dues or fees. These deductions shall start with the first pay in November of each year.

2. Payroll deduction authorization forms designated by TCTA will be completed and be submitted to the Treasurer by October 15th to authorize payment deductions for dues.

3. All teachers may apply for payroll deduction of dues. TCTA shall notify the Treasurer of the amount to be deducted for dues.

4. For teachers hired by October 1, TCTA will notify the Treasurer of the amount of dues and fees to be deducted no later than October 15 of each year. TCTA will notify the Treasurer fifteen (15) days prior to the start of payroll deductions for dues and fees for teachers hired after October 1.

5. Within fifteen (15) days of deduction, the Treasurer shall submit to the TCTA President a check for the total amount deducted for dues and fees.

6. The Board recognizing TCTA as the exclusive representative of the staff shall not permit payroll deduction of dues for any organization competing with the TCTA and their affiliates so long as TCTA remains to be the recognized exclusive representative of the certified/licensed staff.

B. Annuities

1. Annuities will be authorized by the Board twice per calendar year, with deduction being implemented in September and January of each year.

2. Such deductions shall continue from month to month, year to year, until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payments to be discontinued.

3. Annuities shall be transmitted by the Board Treasurer to the appropriate company each month.

4. There must be at least five enrollees in a company in order for the Board to make deductions. However, any companies being utilized on April 1, 2001, shall continue to be used.

C. City Income Tax - The Board shall provide, through the Treasurer, payroll deductions for city income tax. Such deductions shall be over twenty-six (26) pays and shall continue from year to year at the discretion of the employee.

D. The preceding deductions shall be provided by the Board at no cost to members of the bargaining unit.

E. Political Contributions - Teachers will be allowed to payroll-deduct contributions to FCPE.

3.04 TCTA Meetings - The Board shall provide released time for TCTA meetings twice per school year. These meetings cannot be held on a class day, nor exceed one hour in length.

3.05 Payroll Procedure - The Board shall dispense the correct contractual salary amount to each salaried member of the bargaining unit over twenty-six (26) equal pays through automatic direct deposit.

3.06 Representatives - The UniServ Consultant may enter the building(s) by reporting directly to the building principal. Such representative may meet with bargaining unit members during their non-working, non-student contact time (i.e., before or after the beginning or closing of the school day, during duty-free lunch periods and/or during the individual's planning-preparation time).

ARTICLE 4 - BOARD OF EDUCATION RIGHTS

4.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

A. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;

B. direct, supervise, evaluate and hire employees;

C. maintain and improve the efficiency and effectiveness of Board operations;

D. determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

E. suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;

F. determine the adequacy of the work force;

G. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;

H. effectively manage the work force, including the determination of building schedules, hours of operations and the duties, responsibilities and assignments of staff members;

I. take actions to carry out the mission of the School District.

4.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

4.03 Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

ARTICLE 5 - COLLEGE CREDIT PLUS

5.01 The instructional preparation for and teaching of courses offered through the CCP Program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with the vacancy/posting provisions of this Agreement. If no bargaining unit member is properly credentialed to teach the course, no bargaining unit member chooses to participate in the CCP Program, or the student(s) choose to participate in CCP off campus, the Board may arrange for such courses to be taught by non-bargaining unit members. Prior to offering in-district positions outside of the bargaining unit, the Board must first seek volunteers who would be willing to become properly credentialed. If there is a volunteer, the Board shall provide all necessary professional development leave. No bargaining unit member shall be required to obtain credentials for the CCP Program.

If any class period size (CCP/AP) is greater than thirty (30), the teacher will be compensated $1.00 per student per day for each student over thirty (30).

ARTICLE 6 - CONSOLIDATION

6.01 The parties to this contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Tuslaw Local School District shall be a mandatory subject of bargaining between the Association and the Board or its successor.

ARTICLE 7 - CONTRACTS

7.01 Contracts issued to teachers will contain the following information:

A. Type of contract (Limited or Continuing). After the first year on a continuing contract, employees get only a salary notice. Limited contracts will specify the year(s) in effect.

B. Annual compensation to be paid for the first year of the contract including the bi-weekly salary and number of pay periods.

C. Basis for determining compensation for the first year of the contract (i.e., BA Degree, year(s) of experience).

D. Signature of the employee, Board President, Treasurer, and the dates of signing.

7.02 Teachers on limited contracts having taught in the district for three (3) years may be granted a two (2) year limited contract unless they are eligible for tenure.

7.03 Teachers on limited contracts who have taught in the district for four (4) years and are not eligible for tenure shall either be issued a two (2) year limited contract or be non-renewed pursuant to O.R.C. 3319.11.

7.04 Salary notices and contracts will be sent two weeks prior to July 1st unless negotiations have not been completed. In that case, salary notices and contracts will be sent three weeks after completion of negotiations.

ARTICLE 8 - DEFINITIONS

8.01 Day - means a calendar day, unless otherwise stated herein.

ARTICLE 9 - DRUG FREE WORKPLACE

9.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

9.02 The conviction, guilty, or no contest plea of an employee for possession, use and/or unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 10 - EVALUATION

10.01 A. Teachers may only be terminated in accordance with O.R.C. 3319.16.

Neither 3319.11 ORC, 3319.111 or the contractually agreed upon negotiations procedure shall apply to individuals until after they have been renewed at the end of their third full year of employment.

B. Disciplinary Actions:

The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved.

Letters of reprimand may be issued only after meeting with the staff member to discuss the situation for lesser infractions which, in the judgment of the responsible administrator, do not warrant a suspension without pay.

Evaluation Forms: The forms will become an appendix to the contract upon agreement and approval of Labor-Management.

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the superintendent that the conduct of the teacher is detrimental to the goals and objectives of the school district. No suspension shall be imposed until the teacher has had an opportunity to appear before the Superintendent to explain his or her actions. Such suspension(s) shall not be grieved under Article 11. The employee shall, upon request, be provided the written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to nonrenew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

10.02 The Board will follow the provisions of ORC 3319.11, 3319.111, the Board policy and the Ohio Administrative Code regarding teacher evaluations.

Any teacher not required by R.C. 3319.111 to be evaluated under OTES 2.0 shall be evaluated as determined by the Evaluation Committee. These teachers shall have a final summative score of Accomplished, Skilled, Developing and Ineffective for the purpose of RIF.

The parties agree an Evaluation Oversight Committee shall be formed consisting of three (3) individuals appointed by the Superintendent and three (3) Association bargaining team members appointed by the President. These two groups shall meet as needed to develop OTES 2.0 language.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definitions

A. A "grievance" is a claim by a bargaining unit member or the TCTA of an alleged violation, misinterpretation, or misapplication of the Master Contract between the TCTA and the Tuslaw Board of Education.

B. In all instances, the word "day" as used herein shall mean a school day as established on the calendar for the applicable school year, unless school is not in session, in which event the word "day" shall exclude Saturday, Sunday and legal holidays.

C. "Grievant" shall mean a bargaining unit member(s) or the TCTA alleging that a violation, misinterpretation, or misapplication of the written terms of the contract has occurred. Where more than one (1) grievant is filing, the form need only carry one (1) individual's name. However, the Association shall make available, upon request, those names of the other grievants. If the TCTA files the grievance, only its name will appear on the form. If the TCTA files the grievance, no more than three (3) teachers will be involved, excluding witnesses. In the case of a group grievance involving bargaining unit members from more than one (1) building, the grievance shall be filed at the Superintendent's level (Level III).

D. "Immediate Supervisor" shall mean the building principal who has immediate supervisory responsibility over the grievant and/or the administrator having the authority to resolve the grievance.

11.02 Rights of Grievant and the Association

A. A TCTA representative will be entitled to attend all grievance hearings being held at any step to assure a compliance with the Contract. Advance notice will be given to the administration that a representative will be present at least one working day prior to the meeting.

B. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties shall agree that grievances will be kept confidential and processed as expeditiously as possible.

C. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

11.03 Time Limits

A. The number of days indicated at each step in the procedure shall be the maximum.

B. If the grievant does not present a grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based or when the grievant became aware of such act or condition, then the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, with notice of receipt requested in either method of delivery.

F. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.

11.04 Procedure

Level I - A member of the bargaining unit with a grievance may initiate this procedure in one of the following ways:

A. He/she may approach the administrator immediately concerned and discuss the matter on his/her behalf with a TCTA representative.

B. The above grievance need not be in writing and will remain confidential.

Level II - If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within ten (10) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

Level III - If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the grievant. Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association and the immediate supervisor.

Level IV - If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant may, after TCTA approval, request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of grievance under Step III. The grievant's request for arbitration shall be by certified mail with return receipt requested, or hand delivered to the Superintendent. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent or his/her designated representative, or the TCTA representative shall petition the American Arbitration Association (AAA) to provide both parties a list of nine (9) names from which an arbitrator will be selected by the voluntary rules of the AAA. Either party may request a second list.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall expressly confine himself/herself to the issue(s) submitted for arbitration.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the representatives of the Board and the Association as well as to the grievant. The decision of the arbitrator shall be binding upon all parties. The costs of the arbitrator shall be shared equally by the parties.

11.05 Miscellaneous

A. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

B A grievance may be withdrawn at any level without prejudice.

C. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.

D. No grievant may be represented by any local teacher organization other than the bargaining agent. The TCTA will have the right to be present at all grievance hearings and/or steps.

E. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association including Building Representatives, and members of the Association Grievance Committee.

F. Official records of the grievance proceedings shall be kept in a separate file by the Treasurer of the Board. All actual grievance forms and communications, except for the report of the arbitrator, shall be destroyed pursuant to law.

ARTICLE 12 - INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

If both spouses are members of either bargaining unit, only one may take family health insurance.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

12.01 Medical

A. Year 1

The Board will pay 86% of the premium and the employee will pay 14% of the premium for full-time employees.

B. Year 2

The Board will pay 86% of the premium and the employee will pay 14% for full-time employees.

C. Year 3

The Board will pay 86% of the premium and the employee will pay 14% for full-time employees.

D. Stark County Schools Council

The Tuslaw Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, vision, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

E. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County Canton OEA office representative.

F. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

12.02 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $70,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

12.03 Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium and the employee shall pay 0% for full-time employees.

12.04 Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter approved through the COG. The IRS Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRS Section 125 also governs Flexible Spending Accounts (FSA's). All COG employers must offer a health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

12.05 Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance. The full cost of this program and any increases thereof, shall be paid by the Board for full-time employees.

12.06 Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

12.07 Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter, to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

12.08 Family Policies

If both parties are employed by the district, there may be only one (1) family policy.

ARTICLE 13 - LABOR/MANAGEMENT RELATIONS COMMITTEE

13.01 The purpose of the Labor/Management Relations Committee shall be to promote a positive working relationship between the parties and to address matters on mutual concern. The Labor/Management Relations committee shall be composed of not more than four (4) members of the management (appointed by the Superintendent) and four (4) members of the TCTA (appointed by the President). Agenda items shall be submitted to the other party in advance. The discussions of this Labor/Management Relations Committee shall not result in modifications or additions to this Agreement. If the Superintendent is not an appointed member, at the request of either party, he/she will be part of the process.

All committee members shall complete Federal Mediation and Conciliation Service (FMCS) training prior to scheduling the first committee meeting (when requested by either party) or comparable training, if agreed upon, by both parties. Subject to the availability of the appropriate FMCS instructor, the training shall be conducted during normal school hours and, during the term of this Agreement, a total of four (4) TCTA members shall receive their normal compensation for attending FMCS training. Thereafter, all committee meetings shall be scheduled after normal school hours and TCTA members shall not be entitled to compensation for time spent in preparation or attendance at such meetings. The Superintendent may allow for Labor/Management Relations Committee meetings to take place during regular school hours.

Either party may request the assistance of FMCS to facilitate and to make the Labor/Management Council Committee productive.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Assault Leave – If any member(s) of the bargaining unit is assaulted as a result of performing his/her assignments or duties, the Board shall grant leave of absence for the period so designated by the employee's physician. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave. The Board of Education shall require the assaulted individual to provide a physician's statement, periodically, confirming continuous inability to work due to said injury. The maximum number of days granted under this provision shall be thirty (30) working days.

14.02 Association Leave

A. Association leave is available for attendance at the OEA Representative Assembly when that assembly is scheduled on dates when school is in session.

B. Two (2) delegates may attend the OEA Representative Assembly, for a maximum of two (2) days per delegate, without loss of pay, upon submission of written notice, from the TCTA President to the Superintendent, at least one (1) week before the assembly.

C. The TCTA President or designee shall be excused with pay to fulfill obligations to the TCTA for a maximum of three (3) days in total.

14.03 Child Care Leave – The Board of Education agrees to provide teachers a child care leave of absence without pay as set forth below:

A. The child care leave shall be for the balance of the school year (Sept. – Aug.) in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided.

B. The leave shall be extended for one (1) additional school year upon request of the employee to the Board made not later than March 1st preceding the year for which such leave is requested.

C. In the event a teacher desires to terminate such leave prior to its expiration, application for reinstatement may be made by said teacher at any time during such leave and the employee may be reinstated at the beginning of the next semester.

D. Upon return from child care leave, every attempt shall be made to reinstate said teacher to the same or similar position with the same contractual status which was held prior to the leave. If that position is no longer available, a substantially equivalent position for which the teacher holds valid unexpired certification/licensure shall be provided. If said leave is extended, the same provision shall apply.

E. Where group insurance policy permits, a teacher on child care leave may continue to participate in those benefits which are provided to other teachers by personally paying the group rate for such benefits.

F. A teacher who is adopting a child shall be entitled to leave under this section.

14.04 Family Medical Leave

A. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA. Paperwork is available in the Treasurer's office.

B. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

14.05 Military – Military leaves will be in accordance with Section 3319.14 of the Ohio Revised Code.

14.06 Personal Leave

All members of the bargaining unit shall be permitted three (3) unrestricted personal leave days with guidelines:

A. Requests shall be made on the forms provided by the district office seven (7) days in advance, except in emergency cases. The purpose for the personal leave is considered confidential, and shall not be requested. The association shall encourage all members to only utilize personal leave for personal business which cannot be handled during the work day. If the member requests confidentiality as the reason for personal leave, he/she may submit the request directly to the Superintendent.

B. Such leave days are not accumulative.

C. Such leave days shall not be used the day before or the day after a vacation/holiday, nor on the first or last teacher and student days of the school year, unless agreed to by the Superintendent.

D. The Superintendent may grant additional days.

E. Guidelines for personal day use.

1. No more than two (2) teachers per day (per building) can have a personal day. Any more than two (2) must be approved by the Superintendent.

2. For the month of May only, a personal day cannot be used for any Monday or Friday, unless approved by the Superintendent.

3. No personal days will be granted on a pink day (professional development day).

F. If any employee has an unused personal leave balance, it shall be transferred to the teacher's accumulated sick leave days at the end of the school year.

G. Prorated personal leave based on days of full contracted position.

Percentage of Days Worked	Days
67% - 100%	3
34% - 66%	2
33%	1

14.07 Pregnancy/Maternity Leave

Staff members may use sick leave for an absence due to or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery (hereinafter collectively referred to as pregnancy). Sick leave may be used prior to the birth of a child for prenatal medical care appointments. Maternity leave will be initiated immediately after the birth of the child and be limited to six (6) consecutive calendar weeks. Leave for a birth by Caesarean section

will be limited to eight (8) consecutive calendar weeks. Additional sick leave must be for the reasons listed in 3319.141 ORC. Assuming no further sick leave is needed, an employee may apply for up to twelve (12) work weeks of Family Medical Leave Act. The staff member may use available sick time in their sick time bank in conjunction with approved FMLA. An unpaid child care leave of absence may be requested under Article 14.03.

14.08 Professional Leave

A. Bargaining unit members may be granted up to three (3) days of professional leave for the purpose of school visitations or professional growth.

B. Requests for professional leave shall be submitted, on a leave request form, to the principal or supervisor, within a reasonable time for consideration of the request and to arrange for class/activity coverage.

C. Bargaining unit members, who make a school visitation or attend a professional meeting which is paid for by the Board of Education, may be required to prepare a written summary of the activity and submit it to their building principal. The report shall be of sufficient detail to inform other teachers of the activity.

D. Attendance at clinics which are required by a governing organization for qualification as a coach or advisor, or for organizational participation in contests, shall not be counted in the three (3) professional leave days.

14.09 Attendance Incentive – Each bargaining unit member shall receive an attendance incentive payment under the following terms:

$400 – no days absent during the contract year

$300 – 1 day absent during the contract year

$200 – 2 days absent during the contract year

This shall apply to any absence except professional leave, death in the immediate family up to three (3) days and assault leave. The payment to each bargaining unit member shall be made the first pay period in August.

14.10 Sick Leave – All members of the bargaining unit shall have accrual of sick leave. Such accrual shall be at the rate of 1-1/4 days per month. Accumulation shall be three hundred forty-five (345) days.

Sick leave shall be granted in compliance with Ohio Revised Code Section 3319.141. Routine doctor, dental and/or other health service provider visits, which are not an emergency or related to a current illness or injury, should be scheduled during non-work hours, if possible. If you are submitting an absence to see a doctor or for a doctor's appointment for yourself or a family member, you must furnish the following information in the "notes to administrator" section of your sick leave request: Name of attending physician; address of attending physician, date(s)/time(s) physician consulted. This is in

accordance with ORC 3319.141. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the ORC.

After ten (10) accumulative days of absence per semester, the Superintendent may require medical documentation of illness. The medical documentation shall be limited to requiring the teacher to provide a medical statement from a physician or other professional, verifying the absence and the teacher's expected return to work. The statement must be presented upon the teacher's return to work, and in no case later than the 7th day after the teacher's return to work, if requested.

Sick leave may be used for illness or death of a member of the employee's household. Up to three (3) days may be used for illness or death of the following individuals not residing in the employee's household:

Illness or Injury
- Employee's Spouse
- Children
- Step-Children
- Parents
- Father-in-Law
- Mother-in-Law
- Brother
- Sister
- Or for anyone who holds a similar position as those listed herein

Death
- Employee's Spouse
- Children
- Step-Children
- Parents
- Father-in-Law
- Mother-in-Law
- Brother
- Sister
- Sister-in-Law
- Brother-in-Law
- Uncle
- Aunt
- Grandchildren
- Grandparents
- Grandparents-in-Law
- Or for anyone who holds a similar position as those listed herein

Spouses may use up to five (5) days of sick leave for the birth or adoption of his/her child.

Additional sick leave may be granted by the Superintendent.

14.11 Special/Sabbatical Leave – The Board of Education agrees to provide teachers the opportunity for unpaid leaves of absence not to exceed two (2) consecutive school years for the purpose of professional improvement or other personal reasons. Such leave may be approved by the Board of Education for individuals with at least three (3) years of continuous service in the school district. Such continuous service shall also include other approved leaves, if applicable.

14.12 Teachers shall notify the Superintendent of their intent to return from leave by April 1st (applies to 14.03 and 14.11).

14.13 Jury Duty/Legal Leave

If a teacher is called for jury duty, the teacher shall be granted the necessary time off with full pay and benefits to serve on the jury. If the teacher received compensation for jury duty, they must sign that payment over to the school district.

Where a teacher is subpoenaed to a court of law on school-related legal business; e.g., witness to a crime, student assault, or child abuse, involving persons other than the teacher (and exclusive of disputes with the Board of Education), the teacher shall be granted the necessary time off with full benefits and pay less any witness fees paid by the court upon presenting a copy of the official subpoena to the Superintendent or designee.

ARTICLE 15 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

15.01 Committee Membership

There shall be a Local Professional Development Committee (LPDC) consisting of five members who are employees of the Tuslaw Local Board of Education. A majority of the members shall be members of the bargaining unit and shall be selected by the Tuslaw Classroom Teachers Association. Beginning July 1, 2001, one bargaining unit member shall be appointed for a term of four years, one bargaining unit member shall be appointed for a term of three years, and one bargaining unit member shall be appointed for a term of two years. Thereafter one bargaining unit member shall be appointed annually to serve a term of three years. Non-bargaining unit members of the LPDC shall be appointed by the Superintendent for terms of three years.

In any vote/decision affecting a license, certification or professional development plan of a nonbargaining unit member, only one of the three bargaining unit members of the LPDC may vote/decide.

15.02 Meetings of the LPDC

A quorum of the LPDC consists of no fewer than two members appointed by the association and one member appointed by the superintendent. The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution having received a recorded affirmative vote by a quorum of its membership; except for amendment or adoption of bylaws, which shall require a four-fifths majority of its full membership.

The LPDC shall meet once monthly and at other times as it may determine. Additional meetings may be convened by a quorum of its membership.

Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained.

15.03 Duties and Powers of the LPDC

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.

The LPDC shall report on its actions in a prompt and timely manner to the Tuslaw Board of Education.

15.04 Limitations

The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC. Any records created by such subcommittees shall be records of the LPDC.

15.05 Appeals Process

The appeals process applies to Individual Professional Development Plans only and will include the following steps:

A. Reconsideration: If an educator disagrees with the LPDC's decision, the educator will be given the opportunity to meet with the LPDC in person to discuss the Individual Professional Development Plan and to discuss his/her case. This meeting shall take place within ten (10) working days after receipt of the Appeals Form for Reconsideration (Form #3).

B. Third Party Review: If, after the Reconsideration Process has taken place, the LPDC and the educator are still unable to come to agreement, a third party will review the decision. A panel will be formed consisting of one licensed educator selected by the LPDC, one licensed educator selected by the educator, and one licensed educator agreed upon by the above two. These three individuals then function as a panel to review the LPDC decision and by a majority vote either uphold it or overturn it. This panel shall meet within ten (10) working days following the submission of the Third Party Review Request Form (Form #4).

These timelines may be modified in the event that both parties agree. The understanding is that every effort will be made to keep to the guidelines.

15.06 Compensation

A. LPDC member may, upon approval of the Superintendent, be released from their responsibilities for meetings during the regular school day.

B. LPDC members will be compensated according to the supplemental salary schedule for service on the LPDC committee and related responsibilities.

ARTICLE 16 - LENGTH OF SCHOOL DAY

16.01 The teacher work day shall be a maximum of seven and one-half (7-1/2) hours in length, which shall include no less than a thirty (30) consecutive minute duty free lunch, exclusive of passing time.

16.02 Bargaining unit members may be required to attend up to eleven (11) meetings a year, before or after the student instructional day called by the building principal or superintendent. A meeting called in any one month shall not exceed one (1) hour in length.

The administration shall use every reasonable effort to avoid the scheduling of meetings not otherwise needed.

Meetings in excess of the above limitations may be called for emergency purposes; however, attendance at these emergency meetings shall be voluntary.

16.03 Teachers, by building, shall attempt to reach consensus on a method/schedule to supervise students before and/or after the student's instructional day. However, in no event shall the teacher's day exceed that in 16.01. If consensus cannot be reached, the Superintendent shall make the decision.

16.04 The Board retains the right to set the starting and ending times for the school day.

16.05 Meeting times will be mutually agreed upon by the teacher(s) and administration.

16.06 Bargaining unit members may be required to attend up to twenty (20) hours of in-service meetings per year, in addition to the current 184-day contract year, under the following conditions:

A. The dates for in-service meetings shall be agreed upon by the Labor/Management Committee.

B. The rate of pay shall be $30 per hour with a minimum of $100 per in-service meeting.

ARTICLE 17 - LENGTH OF SCHOOL YEAR

17.01 The regular school year for all members of the bargaining unit shall be no more than 184 days except as otherwise provided in Article 14.
The days shall be used as follows:

A. Two (2) parent-teacher conference days or equivalent. Parent-teacher conferences shall begin no later than fifteen (15) minutes following the end of the teacher work day. Parent-teacher conference nights shall not last any longer than four (4) hours unless mutually agreed upon by the Building Leadership Team and building principal.

B. The remaining days shall be:

1. The days prior to the first day of instruction will be divided equally between inservice/meetings and work time in the classroom.

2. One (1) teacher record day between semesters.

3. One (1) teacher record day at the end of the instructional year.

C. The remaining Teacher Record Days shall be scheduled throughout the year to be utilized as teacher work days with no more than two (2) hours allotted to administration.

D. The remaining days shall be instructional/teacher work days at the discretion of the Superintendent.

E. The Union shall be permitted input prior to finalizing the school calendar for the upcoming year.

ARTICLE 18- RESIDENT EDUCATOR PROGRAM

18.01 This article will adhere to the requirements of the OAC 3301-24-04: Teacher Residency

A. Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. "Mentor" – a member of the bargaining unit volunteering and selected to provide professional support to an individual within the first four years of employment under a classroom teaching certificate/license or an educational personnel certificate.

2. "Resident Educators"– a member of the bargaining unit in the first four years of employment under a classroom teaching or educational personnel certificate/license.

B. Selection Process and Criteria for Mentor Teachers

Any member of the bargaining unit who meets the selection criteria and wishes to be part of the Mentor Teacher pool shall make his/her interest known to the Curriculum Director or designee.

Criteria for Selection

1. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience.

2. The applicant/nominee must have demonstrated a rating of skilled or higher on their teaching performance.

3. The applicant/nominee must hold a valid five (5) yr. professional license or two (2) yr. provisional that has been renewed two (2) or more times and should currently be teaching in the same area of certification as the Resident Educator. If such an applicant/nominee is not available, the committee will waive these criteria so that the Resident Educator will have a mentor who meets the other criteria listed in this section.

4. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.

5. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques and have completed Instructional Mentoring and Resident Educator 1 Training.

6. The applicant/nominee must have the ability to maintain confidentiality.

7. Once mentors have been selected, they shall be assigned to mentees in their area of certification and buildings. Should no mentor be available in any area of certification, the committee shall assign a mentor from another area of certification. This may result in a mentor being assigned to a mentee from a different building.

C. Resident Educator Training

Mentor teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. Opportunities to consult with and otherwise assist the assigned Resident Educator.

D. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator shall not be developed or utilized as a part of the evaluation process.

2. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator.

3. All oral communications, between the mentor teacher and the Resident Educator shall be regarded as confidential. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from this role as mentor teacher. This shall not apply to any written documentation between the RE and the Mentor that would be considered public record.

4. A mentor teacher may be assigned to a cohort of Resident Educators following completion of year one requirements.

E. Protections

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decisions.

2. Not later than six (6) weeks after the initiation of the Resident Educator Program, the Resident Educator may approach the Lead Mentor to attempt to exercise the option to have a new mentor teacher assigned.

3. Not later than six (6) weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of being relieved of a mentoring assignment.

4. No mentor teacher shall be involved in the teacher evaluation process.

F. Compensation

The mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities shall be granted four (4) hours when working with a first year RE and for three (3) hours for working with a RE in year 2, for the purpose of observing the RE. The building principal will be notified no fewer than five (5) days in advance of the released hour schedule. If a mentor has more than one RE, they shall receive the above release time for each RE.

2. In addition, he/she shall receive a supplemental contract which equals .04 of the BA base salary and shall be adjusted as the salary schedule increases. A lead mentor shall receive the supplemental pay in addition to Lead Mentor pay if they work with an RE. If a mentor works with more than one RE, they shall receive a supplemental contract of 50% in year one only for each additional RE.

ARTICLE 19 - MILEAGE REIMBURSEMENT

19.01 All certified employees of the Tuslaw Local Schools shall be reimbursed for mileage at the IRS rate per mile in effect on July 1 of each year for all mileage traveled as a result of assignment by the administration and/or Board of Education.

19.02 Unauthorized travel, that has not been previously approved by the administration and/or Board of Education, shall not be compensated under any circumstances.

ARTICLE 20 – PAYROLL CREEP

20.01 School districts paying on a 26-pay period year must periodically adjust pay dates in order to not pay employees in advance. This should not occur more frequently than once every (5-7) years. The adjustment is necessary, since a 365-day year does not divide evenly into 26 pay dates annually. Eventually, payment would be made prior to money being earned which is not permissible per State Auditor guidelines. When this "payroll creep" occurs, in lieu of having a 3-week lag between a pay date during the year, the payroll lag will occur 1 day at a time over a 2-month period. The district shall notify all staff no later than the end of the school year preceding the "payroll creep". At the time of notification, the staff shall be given the dates that will be impacted in the upcoming school year. For all new staff, they shall receive this information within five (5) days of beginning work.

ARTICLE 21 - PERSONNEL FILE

21.01 Bargaining unit members shall have the right, upon request, to review the contents of their personnel file and to receive a copy at his/her expense of any documents contained therein. He/she shall be entitled to have a witness attend such review. Bargaining unit members will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and if he/she agrees, such document will be destroyed if permitted by law.

21.02 The Superintendent or his/her designee must first meet with the bargaining unit member prior to any detrimental material regarding a bargaining unit member's conduct, service, character or personality being placed in his/her personnel file unless the individual has had an opportunity to review the material. In such case, the teacher will have the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material, which will be reviewed by the Superintendent of Schools and attached to the file copy.

21.03 Any complaint regarding a bargaining unit member made to any member of the administration by any parent, student or other person which is used in any manner in evaluating that individual will be promptly investigated and called to his/her attention. The bargaining unit member will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 22 – PLANNING/PREPARATION TIME

22.01 All bargaining unit members shall be granted a minimum of forty-five (45) minutes per day for planning, preparation, and conferences. No bargaining unit member will be required to lose this forty-five (45) minute period for a building-wide or curriculum meeting.

Also, all bargaining unit members shall be granted an additional three (3), thirty (30) minute morning periods for planning, preparation, Teacher Based Teams, and conferences per week. The remaining two (2) days shall be assigned at the principal's discretion.

22.02 Teachers have the right to refuse to "cover" a class during their planning, preparation and conference period. Teachers who are asked and agree to cover a class during their planning, preparation and conference period will be paid at the rate of twenty dollars ($20.00) per period used. A reasonable effort shall be made to secure a regular substitute for an absent bargaining unit member prior to a teacher being asked to substitute.

A. Teachers who are subbing will not be observed or have an OTES walkthrough while they are providing substitute coverage. If an observation is already scheduled during the time they are providing coverage, it will be rescheduled for a later date.

B. All requests for substitute coverage compensation shall be made to the building administrator in writing within three (3) working days of the completion of the assignment. Failure to provide a written request to the building administrator within this timeframe forfeits the bargaining unit member's right to receive any such compensation.

This section shall also apply to elementary teachers who must "cover" an art, music, or physical education class due to the absence of a special area teacher where no substitute for that teacher has been provided.

22.03 Elementary teachers (K-4) shall have three (3) noon duties per week.

Middle School/High School (5-12) teachers will not be assigned lunch duty more than three (3) years out of five (5) years.

22.04 The Board will make every reasonable effort to limit class size to a maximum of thirty (30) pupils, including "mainstreamed" pupils. Band, general music, choir, physical education, and study halls are exempted from this provision. Where class size exceeds the thirty (30) pupil goals described above, the teacher of the affected class will receive one dollar ($1.00) per pupil per day for each pupil over the thirty (30) pupil goal for any portion of a day.

ARTICLE 23 - REDUCTION IN FORCE

23.01 The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, or by reason of suspension of schools or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes.

The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certificated/licensed. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

23.02 The definition of "decrease in enrollment" contained in ORC 3319.17 and referenced in this article shall be defined as follows (includes open enrollment students):

A. For the 2022-2023 school year, the decline in enrollment will be the difference between the enrollment in 2022-2023 and that during the 2018-2019 school year (using the October ADM Reports):

2025-2026 Enrollment	1,248
2024-2025 Enrollment	1,247
2023-2024 Enrollment	1,224
2022-2023 Enrollment	1,244
2021-2022 Enrollment	1,274
2020-2021 Enrollment (Reference Year)	1,251

1,274 – 1,248 = 26 Decrease of 26 (÷ 25 = 1.0)

The number of individuals exposed to RIF will be 1.0 for the 2026-2027 year.

B. 0 Decrease of 0 (÷ 25 = 0) in
0 2027-2028 over 2026-2027
0 New RIF exposure for 2027-2028 year

C. 0 Decrease of 0 (÷ 25 = 0) in
0 2028-2029 over 2027-2028
0 New RIF exposure for 2028-2029 year

D. The number will be adjusted each of the following three years by dividing the current enrollment change by 25 and either increasing or decreasing depending on each year's enrollment change.

E. The number will also be decreased by the number of any reductions in force that actually occur each year.

23.03 The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Tuslaw Local School District using the layoff procedures contained in this Article.

23.04 The Superintendent will not use the RIF in a punitive manner.

23.05 The Superintendent shall announce when a RIF is necessary and evaluations, seniority, when used, and certification/licensure on file in the central office on the date the RIF is announced, shall be the basis for suspending contracts as stated below:

A. Seniority shall only be considered if evaluations are "comparable". Seniority and contract status will not be used when making lay off decisions for Ineffective teachers. Seniority shall be defined as length of continuous service from the date of employment in Tuslaw Local Schools including approved leaves of absence, which shall not break seniority. Leaves of absence shall not count toward seniority. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.

B. It is the individual's responsibility to see that all of his/her certificates/licenses are in his/her personnel file in the central office.

C. When RIF becomes necessary, displacement "bumping" shall occur as follows:

1. Teachers with a final holistic rating of Ineffective for two (2) out of three (3) years shall be laid off first.

2. Next, the least senior teachers with a final holistic rating of Developing for two (2) out of three (3) years and a limited contract shall be laid off.

3. Next, the least senior teachers with a final holistic rating of Developing for two (2) out of three (3) years and a continuing contract shall be laid off.

4. Next, the least senior teachers with a final holistic rating of Skilled for two (2) out of three (3) years and a limited contract shall be laid off.

5. Next, the least senior teachers with a final holistic rating of Skilled for two (2) out of three (3) years and a continuing contract shall be laid off.

6. Next, the least senior teachers with a final holistic rating of Accomplished for two (2) out of three (3) years and a limited contract shall be laid off.

7. Finally, the least senior teachers with a final holistic rating of Accomplished for two (2) out of three (3) years and a continuing contract shall be laid off.

23.06 An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

23.07 The Superintendent or his/her designee shall provide the Association President with a "seniority list" prior to the implementation of a reduction in force. This list shall be prepared in the following manner:

All individuals shall be ranked by:

1. Refer to 23.05 Letter C
2. Years of experience (seniority) in Tuslaw Local Schools

3. All areas of certification/licensure on file with the district

Teachers with a final summative rating of Ineffective shall have no seniority.

23.08 An individual whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified/licensed. Such individuals shall be recalled in descending order of final holistic rating for teacher effectiveness (Accomplished, Skilled, Developing) seniority with continuing contract Accomplished individuals being called first followed by fully certificated/licensed limited contract Accomplished individuals. Next, continuing contract Skilled followed by limited contract Skilled. Finally, continuing contract Developing, followed by limited contract Developing. No new individuals shall be employed by the Board while there are continuing and limited contract individuals on the RIF list who are certificated/licensed for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list.

23.09 Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

23.10 If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of Education shall have no further obligations to him/her.

23.11 The recall list shall be maintained for two (2) years from the date the employee became unemployed. For example, June 30 if at end of current year or last day worked, if during the school year.

23.12 Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

23.13 Tutors:

The provisions of this Article shall apply to tutors, except that a separate seniority and recall list shall be used listing those individuals holding tutoring positions.

ARTICLE 24- RETIREMENT INCENTIVE

24.01 A one-time retirement bonus in the amount of $20,000 will be available to bargaining unit members who become first time eligible for retirement without reduced benefits under STRS guidelines and retire effective at the end of the school year in which they qualify.

24.02 A one-time retirement bonus in the amount of $10,000 will be available to bargaining unit members if they were a full-time certified/licensed staff member at Tuslaw Local School District during the entire time of the 2011-2012 – 2016-2017 school years. Does not apply to retired/rehired staff members.

24.03 An irrevocable notice of intent to retire must be received by the Superintendent by April 1 of the year of retirement. Payment shall be made the January following retirement.

24.04 First time eligible includes the purchasing, if the member chooses to do so, of STRS credit.

24.05 Individuals must provide proof from STRS of first time eligibility.

ARTICLE 25 - RETIRE / REHIRE

25.01 PRTs (Previously Retired Teacher) are eligible to participate in the District's health insurance program. A teacher retired under the State Teachers Retirement System may be employed/reemployed under the following conditions:

1. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from Tuslaw Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment upon re-employment. PRTs will be assigned to positions that are within their certification/licensure area(s).

2. PRTs will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.

3. PRTs will be considered as new employees to the District with the exception that PRTs who previously worked in the District do not need to attend the New Teacher Orientation Program that is held prior to the commencement of classes in August.

4. Upon employment as a teacher, PRTs will be placed at Step 5 on the salary schedule for the duration of their employment and they shall be given full credit for their educational level. No other employment in the district qualifies for this provision, including tutors.

5. PRTs are eligible to participate in the District's health insurance program.

6. PRTs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained in the Negotiated Agreement.

7. PRTs will be evaluated in accordance with the terms of the Negotiated Agreement.

8. Seniority for PRTs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the PRTs entire "post-retirement" tenure (i.e. the PRT shall remain at the bottom of the RIF list). In the event of a reduction in force, the PRT will not have any of the bumping and/or recall rights et forth in the Negotiated Agreement.

9. PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.

10. PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTs may request an advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs his/her employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.

11. Subject to these provisions, PRTs are part of the bargaining unit.

12. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

ARTICLE 26 – RETIREMENT SEVERANCE PAY

26.01 The Tuslaw Local Board of Education shall grant retirement severance pay to those eligible for retirement under qualifications of STRS of Ohio, with the amount to be determined by multiplying the daily rate of pay at the time of retirement times 25% of accumulated sick leave to a maximum of seventy-seven (77) days. Amount to be paid in a lump sum to the retiree upon retirement.

In addition, the person shall receive fifteen dollars ($15.00) per day for every day accumulated and unused above four times the maximum severance days.

26.02 Definition of retirement:

A. The employee expresses his/her intent to retire on or before his/her last day of service from Tuslaw Local Schools.

B. The employee is eligible for retirement on his/her last day of service from Tuslaw Local Schools.

C. The employee receives his/her first check from the retirement system within a period of 120 days from his/her last day of service from the Tuslaw Local Schools.

D. Severance payment will be paid no later than the first pay date in January.

26.03 In case of any teacher's death, earned severance pay shall be paid to the teacher's estate on a prorated basis. Each teacher shall receive a maximum of 15 sick days per year through ten (10) years of employment in the school district. (e.g., If a teacher dies after completing six (6) years of service, the maximum severance payment is 6 times 15 days = 90 days times 25% = 22.5 days.) This is providing the teacher has earned and not used the maximum number of days, otherwise, the payment will be less.

ARTICLE 27 - SALARY SCHEDULE

27.01 BA+16

Definition: Accrual of sixteen (16) undergraduate level semester hours of credit following the attainment of a bachelor's degree from an accredited college or university.

BA+32

Definition: Thirty-two (32) undergraduate level semester hours of credit in education courses (unless otherwise approved by the superintendent) following the attainment of a bachelor's degree from an accredited college or university.

27.02 MA+16

Definition: Accrual of sixteen (16) graduate level semester hours of credit following the attainment of a master's degree from an accredited college or university.

MA+32

Definition: Thirty-two (32) graduate level semester hours of credit in education courses (unless otherwise approved by the superintendent) following the attainment of a master's degree from an accredited college or university.

27.03 Tutors shall be added to the salary schedule at the BA-0 step on the index below:

Step	Index
0	1.00
1	1.03
2	1.06
3	1.09

Tuslaw Local School District
Salaries for Fiscal Year 2026-2027

BASE SALARY
40,957

	Non-Degree	*BA*	*BA+16*	*BA+32*	*MA*	*MA+16*	MA+32	NCSP/OBP
0	38,909	40,957	43,333	43,333	44,848	46,937	47,756	62,052
1	40,547	42,718	45,217	45,217	47,182	49,271	50,090	63,604
2	42,186	44,479	47,101	47,101	49,517	51,606	52,425	65,199
3	43,824	46,240	48,985	48,985	51,852	53,940	54,760	66,824
4	45,462	48,002	50,869	50,869	54,186	56,275	57,094	68,493
5	47,101	49,968	53,121	53,121	56,521	58,609	59,429	70,212
6	48,739	51,933	55,374	55,374	58,855	60,944	61,763	71,969
7	50,377	53,899	57,626	57,626	61,190	63,279	64,098	73,216
8	52,015	55,865	59,879	59,879	63,524	65,613	66,432	74,463
9	53,654	57,831	62,132	62,132	65,859	67,948	68,767	75,710
10	55,292	59,797	64,384	64,384	68,193	70,282	71,101	76,957
11	55,292	61,763	66,637	68,582	70,528	72,617	73,436	78,205
12	55,292	63,729	68,890	70,876	72,863	74,951	75,770	79,452
13	55,292	65,695	71,142	73,170	75,197	77,286	78,105	80,699
14	55,292	67,661	73,395	75,463	77,532	79,620	80,440	81,946
16	55,292	69,627	75,648	77,757	79,866	81,955	82,774	83,193
18	55,292	70,610	76,774	78,801	80,829	82,713	83,532	84,440
20	55,292	71,593	77,900	79,846	81,791	83,470	84,290	85,694
23	55,292	72,412	78,678	80,644	82,610	84,085	84,904	86,948
25	55,292	73,231	79,457	81,443	83,429	84,699	85,518	88,202
27	55,292	74,091	81,177	82,917	84,658	85,928	86,747	89,455
29	55,292	75,320	82,405	84,146	85,887	87,156	87,976	90,515
30	55,292	76,549	83,634	85,375	87,116	88,385	89,204	91,744

Fiscal Year 2026-2027 Base Increase
3.50%
BA Base Salary Shall Be
$40,957.00

Fiscal Year 2027-2028 Base Increase
3.50%
BA Base Salary Shall Be
$42,391.00

Fiscal Year 2028-2029 Base Increase
3.50%
BA Base Salary Shall Be
$43,875.00

Tuslaw Local School District
Salaries for Fiscal Year 2027-2028

	BASE SALARY							
	42,391							
	Non-Degree	*BA*	*BA+16*	*BA+32*	*MA*	*MA+16*	MA+32	NCSP/OBP
0	40,271	42,391	44,850	44,850	46,418	48,580	49,428	64,225
1	41,967	44,214	46,800	46,800	48,834	50,996	51,844	65,831
2	43,663	46,037	48,750	48,750	51,251	53,413	54,260	67,482
3	45,358	47,859	50,700	50,700	53,667	55,829	56,677	69,163
4	47,054	49,682	52,650	52,650	56,083	58,245	59,093	70,891
5	48,750	51,717	54,981	54,981	58,500	60,662	61,509	72,671
6	50,445	53,752	57,313	57,313	60,916	63,078	63,926	74,488
7	52,141	55,787	59,644	59,644	63,332	65,494	66,342	75,779
8	53,837	57,821	61,976	61,976	65,748	67,910	68,758	77,070
9	55,532	59,856	64,307	64,307	68,165	70,327	71,174	78,361
10	57,228	61,891	66,639	66,639	70,581	72,743	73,591	79,652
11	57,228	63,926	68,970	70,984	72,997	75,159	76,007	80,943
12	57,228	65,960	71,302	73,358	75,414	77,576	78,423	82,234
13	57,228	67,995	73,633	75,732	77,830	79,992	80,840	83,524
14	57,228	70,030	75,965	78,105	80,246	82,408	83,256	84,815
16	57,228	72,065	78,296	80,479	82,662	84,824	85,672	86,106
18	57,228	73,082	79,462	81,560	83,659	85,609	86,456	87,397
20	57,228	74,099	80,628	82,641	84,655	86,393	87,241	88,694
23	57,228	74,947	81,433	83,468	85,503	87,029	87,877	89,992
25	57,228	75,795	82,239	84,295	86,350	87,665	88,512	91,290
27	57,228	76,685	84,019	85,821	87,622	88,936	89,784	92,587
29	57,228	77,957	85,291	87,092	88,894	90,208	91,056	93,684
30	57,228	79,229	86,562	88,364	90,166	91,480	92,328	94,956

Tuslaw Local School District
Salaries for Fiscal Year 2028-2029

	BASE SALARY							
	43,875							
	Non-Degree	*BA*	*BA+16*	*BA+32*	*MA*	*MA+16*	MA+32	NCSP/OBP
0	41,681	43,875	46,420	46,420	48,043	50,281	51,158	66,473
1	43,436	45,762	48,438	48,438	50,544	52,782	53,659	68,135
2	45,191	47,648	50,456	50,456	53,045	55,283	56,160	69,844
3	46,946	49,535	52,475	52,475	55,546	57,783	58,661	71,585
4	48,701	51,422	54,493	54,493	58,047	60,284	61,162	73,373
5	50,456	53,528	56,906	56,906	60,548	62,785	63,663	75,215
6	52,211	55,634	59,319	59,319	63,048	65,286	66,164	77,096
7	53,966	57,740	61,732	61,732	65,549	67,787	68,664	78,432
8	55,721	59,846	64,145	64,145	68,050	70,288	71,165	79,768
9	57,476	61,952	66,558	66,558	70,551	72,789	73,666	81,104
10	59,231	64,058	68,972	68,972	73,052	75,290	76,167	82,440
11	59,231	66,164	71,385	73,469	75,553	77,790	78,668	83,776
12	59,231	68,270	73,798	75,926	78,054	80,291	81,169	85,112
13	59,231	70,376	76,211	78,383	80,555	82,792	83,670	86,448
14	59,231	72,482	78,624	80,840	83,055	85,293	86,171	87,784
16	59,231	74,588	81,037	83,297	85,556	87,794	88,671	89,120
18	59,231	75,641	82,244	84,416	86,587	88,606	89,483	90,456
20	59,231	76,694	83,450	85,534	87,618	89,417	90,295	91,799
23	59,231	77,571	84,284	86,390	88,496	90,075	90,953	93,143
25	59,231	78,449	85,118	87,245	89,373	90,734	91,611	94,486
27	59,231	79,370	86,960	88,825	90,690	92,050	92,927	95,828
29	59,231	80,686	88,277	90,141	92,006	93,366	94,244	96,964
30	59,231	82,002	89,593	91,457	93,322	94,682	95,560	98,280

ARTICLE 28 – STANDARDS-BASED TEACHER EVALUATION

28.01 A determination of the efficiency and effectiveness of the teaching and School Counselor staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law.

28.02 Purpose of Evaluation

1. Serve as a tool to advance the professional learning and practice of school counselors and teachers individually and collectively in the district.

2. Inform the work of counselors and teachers.

3. Assist teachers, counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for academic achievement, social and emotional development, and career planning of students. Also, to assist teachers and administrators in identifying and developing best practices in order to provide the greatest opportunity for student learning and achievement.

4. To make decisions for teachers and guidance counselors regarding employment, re-employment, discipline, termination, non-renewal and layoff.

Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.

28.03 Teacher of Record

A teacher who is responsible for assigning the grade to the student is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher of record", and is responsible for a minimum of fifty percent of a student's scheduled instructional time within a given subject or course.

28.04 Credentialed evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete State-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed evaluators chosen from the Ohio Department of Education's list.

The evaluator assigned to a teacher or counselor at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless a building administrator is unavailable. In that case, the teacher or counselor and superintendent shall work together to choose an evaluator from the Board approved list of credentialed evaluators.

28.05 Effectiveness Rating

Teachers and counselors will receive a final holistic rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.

Annually, the Board submits to the Ohio Department of Education, the number of teachers receiving a final holistic rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers and counselors graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

28.06 Evaluation Provisions

In the case of either an evaluatee's or evaluator's long-term absence, the evaluator's replacement shall continue the evaluation process and timelines may be extended by written mutual agreement of the evaluator and evaluatee. In the case of the evaluatee's absence the evaluation timelines shall be extended by mutual agreement of the evaluator and evaluatee. If no mutual agreement is reached the Evaluation Oversight Committee shall determine a resolution. The Evaluation Oversight Committee consists of three teachers appointed by the TCTA President and three administrators appointed by the superintendent.

28.07 Criteria for Performance Assessment

Results and conclusions of performance assessments must be documented. However, the Board of Education is not limited to written documentation for discipline issues. No video or audio recordings shall be utilized during teacher classroom observations unless requested by the teacher and/or mutually agreed upon. No misleading, inaccurate, untimely, or undocumented information may be part of a teacher's or counselor's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.

28.08 Professional Growth and Improvement Plans

Teachers and counselors with a Final Holistic rating of Accomplished may submit a self-directed professional growth plan and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers and counselors with a Final Holistic rating of Skilled must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

Teachers and counselors with a Final Holistic rating of Developing will submit a professional growth that is guided by their credentialed evaluator.

The Superintendent / designee assigns credentialed evaluators to teachers and counselors with a final holistic rating of ineffective. These employees will be placed on an Improvement Plan that is created with the credentialed evaluator.

28.09 Evaluation Timeline

A minimum of two formal observations shall be conducted to support each performance assessment. A formal assessment shall last a minimum of thirty (30) minutes and consist of one class period. There shall be at least two weeks between formal observations. The first formal evaluation cycle shall take place by the end of the first semester.

No evaluations will occur the day before or after standardized testing, holidays, or a school break of more than two (2) consecutive days or any absence of more than three (3) days.

All teacher and counselor evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

All formation observations shall be preceded by a pre-observation conference between the evaluator and the teacher. At the pre-observation conference, teachers and counselors shall provide evidence, on the pre-observation form, for the work to be observed.

A post-observation conference shall be held after each formal observation. Post-observation conferences will also allow teachers an opportunity to provide evidence for the evaluation criteria. The post-observation conference shall take place within 10 working days following the formal observation unless an extension is mutually agreed upon by the evaluator and evaluatee. Teachers will then have at least two (2) working days to review the summary and gather evidence, if they choose, to present at the post observation conference. At the post-observation conference, teachers and counselors, along with their evaluators, will determine the identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement or both.

The Board evaluates teachers and counselors receiving effectiveness ratings of Accomplished on those teacher's or counselor's most recent evaluations carried out under this policy every three (3) years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers and counselors evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year.

28.10 Walkthroughs:

A walkthrough is a formative assessment process that focuses on one or more of the following components resulting in a brief written notes or summary: evidence of planning, lesson delivery, differentiation, resources, classroom environment, student engagement and assessment.

The walkthrough shall consist of at least five consecutive minutes, but less than a formal observation.

28.11 Performance Remediation Plans:

The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing. The evaluator, and teacher or counselor who has received a final holistic rating of ineffective, will be placed on an Improvement Plan developed in conjunction with their assigned credentialed evaluator. Such plan shall be reduced to writing and provided to the teacher or counselor within 10 working days following the post-observation conference, unless an extension is mutually agreed upon by the evaluator and evaluatee.

28.12 Retention and Promotion

Evaluation results will be given consideration for retention and promotion decisions. Seniority shall not be the basis for making retention decisions, except when choosing between bargaining unit members who have comparable evaluations. Comparable is defined in Article 24.

28.13 Teachers and Counselors with an Ineffective Rating

The Board uses evaluation results for non-renewal of teachers and counselors rated ineffective. The Board adopts procedures for non-renewal of teachers based on evaluation results. The Board shall follow procedures contained in the Ohio Revised Code.

28.14 Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

ARTICLE 29 - STRS – PICK-UP

29.01 The Tuslaw Local Board of Education agrees with the Tuslaw Classroom Teachers' Association to STRS "pick-up" utilizing the salary reduction method contribution to the State Teachers Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each employee shall be equal to the percentage required by STRS under law for teacher contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

D. STRS pick-up shall in no way affect unemployment compensation, sick leave, worker's compensation, severance pay, daily rate of pay or any other calculation based on the negotiated salary base for the contractual year.

29.02 Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

29.03 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 30 - SUPPLEMENTAL SALARIES

30.01 All supplemental salary indices shall be multiplied by the BA (0) Base salary.

One (1) person for each listing unless otherwise noted.

POSITION	1st - 4th Yr.	5th Yr.
Assistant Athletic Director	0.090	0.110
Site Manager – H.S.	0.090	0.110
Site Manager – M.S.	0.060	0.070
Baseball		
Head Baseball Coach	0.120	0.130
Assistant Baseball Coach	0.080	0.090
JV Baseball Coach	0.080	0.090
9th Grade Baseball Coach	0.080	0.090
Off Season Stipend - $1,500		
Basketball		
Head Varsity Boys Basketball	0.190	0.200
Assistant Boys Varsity Basketball	0.120	0.130
JV Boys Basketball Coach	0.120	0.130
9th Boys Basketball Coach	0.100	0.110
8th Boys Basketball Coach	0.080	0.090
7th Boys Basketball Coach	0.080	0.090
Grade "B" Boys Basketball	0.035	0.040
Off Season Stipend - $2,000		

POSITION	1st - 4th Yr.	5th Yr.
Head Girls Basketball Coach	0.190	0.200
Assistant Girls Basketball	0.120	0.130
JV Girls Basketball Coach	0.120	0.130
9th Girls Basketball Coach	0.100	0.110
8th Girls Basketball Coach	0.080	0.090
7th Girls Basketball Coach	0.080	0.090
Grade "B" Girls Basketball	0.035	0.040
Off Season Stipend - $2,000		
Cheerleading		
Cheerleader Advisor (Fall/ Varsity & JV)	0.070	0.080
Cheerleader Advisor (Fall/Freshman)	0.045	0.055
Cheerleader Advisor (Fall/M.S.)	0.045	0.055
Cheerleader Advisor (Winter/Varsity)	0.080	0.090
Cheerleader Advisor (Winter/JV)	0.080	0.090
Cheerleader Advisor (Winter/Freshman)	0.045	0.055
Cheerleader Advisor (Winter/M.S.)	0.045	0.055
Off Season Stipend - $1,500		
Conditioning		
Conditioning/Weight Training (not to exceed four seasons)	0.050	0.060
Cross Country		
Head Cross Country/Boys	0.090	0.100
Head M.S. Cross Country/Boys	0.070	0.080
Off Season Stipend - $1,000		
Head Cross Country/Girls	0.090	0.100
Head M.S. Cross Country/Girls	0.070	0.080
Off Season Stipend - $1,000		
Football		
Head Football Coach	0.190	0.200
Assistant Varsity Football (4)	0.120	0.130
Head 9th Grade Football	0.100	0.110
Head 8th Grade Football	0.080	0.090
Head 7th Grade Football	0.080	0.090
Assistant 9th Grade Football	0.080	0.090
Assistant 8th Grade Football	0.070	0.080
Assistant 7th Grade Football	0.070	0.080
Off Season Stipend - $2,000		

POSITION	1st - 4th Yr.	5th Yr.
Golf		
Golf	0.080	0.090
Off Season Stipend - $1,000		
Soccer		
Head Soccer Coach/Boys	0.120	0.130
Assistant Boys Soccer Coach	0.080	0.090
9th Grade Boys Soccer Coach	0.080	0.090
Off Season Stipend - $1,500		
Head Soccer Coach/Girls	0.120	0.130
Assistant Girls Soccer Coach	0.080	0.090
9th Grade Girls Soccer Coach	0.080	0.090
Off Season Stipend - $1,500		
Softball		
Head Softball Coach	0.120	0.130
Assistant Softball Coach	0.080	0.090
JV Softball Coach	0.080	0.090
9th Grade Softball Coach	0.080	0.090
Off Season Stipend - $1,500		
Track		
Head Track Coach/Boys	0.120	0.130
Assistant Track Coach/Boys	0.080	0.090
M.S. Track Coach/Boys	0.070	0.080
Assistant M.S. Track Coach/Boys	0.060	0.070
Off Season Stipend - $1,500		
Head Track Coach/Girls	0.120	0.130
Assistant Track Coach/Girls	0.080	0.090
M.S. Track Coach/Girls	0.070	0.080
Assistant M.S. Track Coach/Girls	0.060	0.070
Off Season Stipend - $1,500		
Volleyball		
Head Volleyball Coach	0.120	0.130
Assistant Volleyball Coach	0.080	0.090
9th Volleyball Coach	0.080	0.090
8th Grade Volleyball	0.070	0.080
7th Grade Volleyball	0.070	0.080
Off Season Stipend - $1,500		

POSITION	1st - 4th Yr.	5th Yr.
Wrestling		
Head Wrestling Coach	0.170	0.180
Assistant Wrestling Coach (2)	0.100	0.110
M.S. Wrestling Coach	0.080	0.090
Assistant M.S. Wrestling Coach	0.070	0.080
Off Season Stipend - $2,000		

Off season athletic stipends must be approved by the Athletic Director with documentation provided.

Advisors		
Freshman Class Advisor	0.030	0.040
Junior Class Advisor (2)	0.045	0.055
Senior Class Advisor	0.030	0.040
Sophomore Class Advisor	0.070	0.080
Detention		
Detention – High School	0.060	0.065
Detention – Middle School	0.060	0.065
Detention – Elementary School	0.060	0.065
Instrumental Music		
Band Performances – H.S.	0.025	0.035
Band Performances – M.S.	0.015	0.020
Head Marching Band	0.120	0.130
Assistant Marching Band	0.080	0.090
Jazz Band – H.S.	0.040	0.045
Jazz Band – M.S.	0.025	0.030
Majorette Advisor	0.030	0.040
Pep Band	0.030	0.035
LPDC		
Lead LPDC	0.060	0.060
LPDC (4)	0.045	0.050
Mentors		
Lead Mentor	0.045	0.050
Resident Educator Mentor (based on need)	0.040	0.045

POSITION	1st - 4th Yr.	5th Yr.
Newspaper		
Newspaper – H.S.	0.040	0.050
Newspaper – M.S.	0.020	0.030
Speech & Debate		
Head Speech & Debate	0.070	0.080
Assistant Speech & Debate	0.060	0.070
Student Council		
Student Council Advisor – H.S.	0.030	0.040
Student Council Advisor – M.S.	0.030	0.040
Vocal Music		
Choir Performances – H.S.	0.025	0.035
Musical – H.S.	0.065	0.075
Assistant Musical – H.S.	0.030	0.040
Musical Performances – E.S.	0.015	0.025
New Horizons	0.040	0.045
Yearbook		
Yearbook Advisor – H.S.	0.070	0.080
Yearbook Advisor – M.S.	0.020	0.030
Academic Challenge	0.030	0.040
DC Trip (Teachers taking trip) (8 max.)	0.025	0.035
Drama Advisor	0.050	0.060
FCA	0.025	0.035
FFA	0.025	0.035
Graphic Designer	0.060	0.070
Head Teacher – E.S.	0.045	0.055
LEO Club	0.025	0.035
Modern Language Club	0.025	0.035
National Honor Society	0.025	0.035
Outdoor Education (5)	0.025	0.035
Pep Club	0.030	0.035
Post Prom (2)	0.035	0.040
Power of the Pen	0.025	0.035
Science Olympiad	0.025	0.035
Spirit Shop	0.045	0.050
Technology Assistant (1/Bldg.)	0.090	0.100

CCP/AP – $750/course or three days released time.
AP stipends will be paid only for AP trained teachers.

30.02 Unless expressly renewed or terminated pursuant to R.C. 3319.16 by the Board, all supplemental contracts and supplemental extended time contracts automatically expire at the end of the limited term for which they were issued.

30.03 Extended School Monitor – Same as tutor rate.

For each Friday that school is scheduled, the hours are: 2:50 p.m. to 5:30 p.m. (2 hours and 40 minutes).

For each Saturday that school is scheduled, the hours are: 8:45 a.m. to 12:15 p.m. (3½ hours).

This includes fifteen (15) minutes of supervision before and after the session which runs from 9:00 a.m. to 12:00 noon on Saturday or for 3½ hours on Friday following the school day.

30.04 Experience in the same activity will be used to calculate experience in any level of that same activity. (Example: a person who is Middle School Football Coach for three (3) years, who is moved to Assistant Football Coach will be on the fourth year experience level.)

Any bargaining unit member with previous supplemental experience in the district, who takes a break from a supplemental position for any reason, shall be placed on the column that reflects their prior experience when returning to the supplemental position.

ARTICLE 31 - TUITION FREE ATTENDANCE

31.01 Children of members of the bargaining unit may attend Tuslaw Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff. Admission during the school year will be at the discretion of the Superintendent.

31.02 Children of employees will be given preference over open enrollment students if the class size would not exceed 28 students in grades 4-12 or 25 students in K-3.

ARTICLE 32 - TUITION REIMBURSEMENT

32.01 The Board shall appropriate for each contract year $16,000 to be paid to teachers for earned college credit. Reimbursement is subject to the following conditions:

A. The teacher shall have taught in Tuslaw for a minimum of one (1) year. Further, the teacher shall teach in the District a minimum of one (1) contractual year following completion of the course or he/she must pay back to the Board the amount received for the courses. (Payback is done through payroll deduction.)

B. The college course must be taken in education, the area of present certification, or any area of certification permitted by the State Department of Education leading to a new certificate. The teacher must first demonstrate that the course fits the above description. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.

C. Course must be approved by LPDC prior to taking course.

D. The teacher shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio State Department of Education for its accreditation. The teacher must complete the course with at least a "B" grade or a pass if on pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the term in which the course was taken.

E. The rate of reimbursement will be the actual rate for the quarter or semester, up to $200.00 per quarter hour or $300.00 per semester hour. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate. Maximum reimbursement per request/course taken will be four semester hours or six quarter hours in a single reimbursement period.

F. The request will be recognized each reimbursement period on a first come/first served basis until the maximum allocation has been exhausted.

G. The total that can be paid to any individual teacher is $1,200 per reimbursement period for a total of $3,600 over the three reimbursement periods in one year.

H. When additional funds remain, prior to completing course work, teachers may request reimbursement not to exceed the rates listed in letter E above. Remaining funds will be distributed evenly if full reimbursement is not possible.

I. The timeline for each year of tuition reimbursement will be July 1st to June 30th.

ARTICLE 33 – TUTORS

33.01 Tutors are required to work one hundred eighty-four (184) days per year. Tutors are not eligible for guaranteed planning time.

33.02 The following articles of this contract shall apply to tutors:

ARTICLE

1	Recognition
2	Negotiations Procedure
3	Association Rights
4	Board of Education Rights
6	Consolidation
8	Definitions
9	Drug Free Workplace
10	Evaluation
11	Grievance Procedure
12	Insurance
14	Leaves of Absence
15	LPDC
16	Length of School Day
17	Length of School Year
18	Resident Educator Program
19	Mileage Reimbursement
20	Payroll Creep
21	Personnel File
23	Reduction in Force
24	Retirement Incentive
25	Retire / Rehire
26	Retirement Severance Pay
27	Salary Schedule
28	Standards-Based Teacher Evaluation
29	STRS Pick-Up
30	Supplemental Salaries
31	Tuition Free Attendance
32	Tuition Reimbursement
33	Tutors
35	Effects of Contract

33.03 Tutors shall not attain continuing contract in the district**.**

33.04 If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teacher's salary schedule for any years of tutoring experience that consisted of at least one thousand (1,000) hours in any school year. However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by August 1, 1992) or for seniority purposes under Article 23. Seniority under Article 23 shall begin to accrue upon transfer to the new position.

33.05 Calamity Days

The tutors shall be paid for calamity days in the same manner as other members of the bargaining unit.

33.06 Tutors will be paid even if a student is absent.

ARTICLE 34 - VACANCIES, TRANSFERS

34.01 Vacancies

A. Not later than May 30 of each year, the Superintendent shall prepare a list of known vacancies in teaching positions for the following school year. Copies of the list of vacancies shall be given to the TCTA President.

B. In the summer when school is not in session, the Superintendent will contact those people who have indicated a desire to change teaching assignment on their teacher questionnaire to fill vacancies.

C. During the school year, bargaining unit members wishing to be considered for such vacancies shall notify the Superintendent of their interest in writing within five (5) working days from the date of the vacancy posting. The vacancy will not be filled during this posting period. Following the job posting period, the Superintendent will notify all interested unit member applicants as to whether or not they received the vacant position.

D. A vacancy exists after a death or after Board action on a resignation, retirement, non-renewal, termination, or creation of a new position. A vacancy does not occur when an individual goes on sick leave, disability leave, child-care leave, military leave or professional study leave. The Board is not required to fill any vacancy.

E. All vacancies will be posted to everyone. (Not required to post administrative positions, but we will post.)

34.02 Transfers

Any teacher wanting to transfer, will before the end of each school year, fill out a form prepared by the Central Office that indicates all teaching areas for which the teacher wishes to be considered. This form is applicable only during the summer months, otherwise Section C would apply.

34.03 Involuntary Transfers

Prior to a teacher being involuntarily transferred, a teacher may make a written request for a meeting to be held between the teacher and the Superintendent to discuss the reasons for the transfer.

ARTICLE 35 - EFFECTS OF CONTRACT

35.01 This agreement shall be in full force and effect from July 1, 2023 through June 30, 2026.

35.02 This Collective Bargaining Agreement shall be the base from which future negotiations shall proceed; and if any items are not changed through negotiations, it shall be carried forward to each future Collective Bargaining Agreement.

35.03 This Agreement has been duly ratified by the parties who have authorized their representative to sign below.

35.04 The provisions of this Agreement shall prevail over conflicting provisions of state law in accordance with Section 4117.10 of the Ohio Revised Code. If, however, any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms is declared by a court of competent jurisdiction to be unlawful, the affected provisions shall be inoperative unless and until such order is reversed on appeal, but the remaining provisions of this Agreement shall remain in effect. The parties shall meet to negotiate any necessary change in the Agreement relative to the affected provision within ten (10) working days of the demand by either party.

35.05 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of the parties during the course of negotiations leading to this agreement.

However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this section.

35.06 The parties agree that once during the life of this Agreement, the Board may delay the last pay in June until the first week of July of that year. The Superintendent shall give the Association President thirty (30) days' notice prior to any such delay.

35.07 If, during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the Board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

FOR THE ASSOCIATION

President	3/2/26 (Date)
Team Member	3/2/2026 (Date)
Team Member	3/2/26 (Date)
Team Member	3/2/26 (Date)

FOR THE BOARD

Superintendent	3/2/2026 (Date)
Team Member	03/02/2026 (Date)
Team Member	3/02/2026 (Date)
Team Member	3/2/26 (Date)
Team Member	3/2/26 (Date)

Tuslaw Local School District
1835 Manchester Avenue NW
Massillon, Ohio 44647
330-837-7813

14.06 Personal Leave

C. Such leave days shall not be used the day before or the day after a vacation/holiday, nor on the first or last teacher and student days of the school year, unless agreed to by the Superintendent.

* Employees may request to use personal leave one (1) day before or after a regularly scheduled school vacation; however, the employee will be required to use two (2) personal days for each requested day. Regularly scheduled school vacations include summer, Labor Day, Thanksgiving, Winter Break, Martin Luther King Day, President's Day, Spring Break and Memorial Day.

30.01 All supplemental salary indices shall be multiplied by the BA (0) Base salary.

Conditioning

Boys High School Conditioning/Weight Training (not to exceed four seasons)	0.050	0.060
Girls High School Conditioning/Weight Training (not to exceed four seasons)	0.050	0.060

Effective August 26, 2026, Letter C of the existing Agreement (dated July 1, 2026, through June 30, 2029) is hereby amended to include the highlighted statement above.

Adam McKenzie Superintendent	8/27/26 Date	Charity Patterson TCTA Union President	8/27/26 Date