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12/16/2013

***MASTER CONTRACT***

between the

**FOREST HILLS TEACHERS ASSOCIATION**

and the

**FOREST HILLS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

Effective:

***JULY 1, 2014 through JUNE 30, 2017***

## TABLE OF CONTENTS

### PROCEDURAL AGREEMENT

Article	1	Recognition.....	1
	2	Definitions.....	1
	3	Negotiation Procedure .....	1
	4	Impasse .....	4
	5	Provisions Contrary to Law .....	5
	6	Complete Agreement Clause .....	5
	7	Length of Contract .....	5
	8	Grievance Procedures .....	5

### GENERAL WORKING CONDITIONS

	9	Calendar/Workday .....	9
	10	Planning Time and Preparations .....	11
	11	Evaluation .....	12
	12	Notification of Eligibility for Tenure .....	17
	13	Personnel Files .....	17
	14	Complaint Procedure .....	18
	15	Reprimand/Discipline .....	19
	16	Termination.....	19
	17	Non-Renewal of Limited Teaching Contract .....	20
	18	Reduction in Force.....	20
	19	Professional Vacancies.....	23
	20	Voluntary and Involuntary Transfers.....	23
	21	Notification of Assignment.....	25
	22	Scheduling Priorities .....	25
	23	Professional Meeting Days .....	25
	24	Local Professional Development Committee.....	26
	25	Miscellaneous Conditions of Employment.....	26
	26	Retired Employees Re-Employed by Board in Bargaining Unit Positions .....	28
	27	Association Rights .....	29

### LEAVES

	28	Assault Leave .....	30
	29	Jury Duty/Witness Appearance .....	31
	30	Sick Leave .....	31
	31	Child Care Leave .....	32
	32	Personal Leave.....	33
	33	Sabbatical Leave .....	34
	34	Family Leave Act .....	34
	35	Other Leaves of Absence.....	34

**SALARY AND BENEFITS**

36	Method of Pay.....	35
37	Insurance Benefits.....	36
38	Tuition Reimbursement.....	38
39	IRS Section 125 Plan.....	38
40	Leaves of Absence/Employee Benefits.....	39
41	Partial Day Employee.....	39
42	Severance/Retirement Pay.....	39
43	Superseverance/Retirement Pay.....	40
44	STRS Salary Reduction Pick-Up.....	41
45	Service Credit Anniversary Date.....	41
46	Training Step Adjustment Dates.....	41
47	Salary Schedules.....	42
48	Tutor Provision.....	42
49	Special Provisions of the Salary Schedule.....	43
50	Severability.....	44
51	Attendance Incentive.....	44
52	Execution of Agreement.....	44

**EXHIBITS**

A	2014-2015 Salary Schedule.....	45
	2015-2016 Salary Schedule.....	46
	2016-2017 Salary Schedule.....	47
B	2014-2015 Supplemental Salary Schedule.....	48
	2015-2016 Supplemental Salary Schedule.....	51
	2016-2017 Supplemental Salary Schedule.....	54

**APPENDIX**

A	Grievance Form.....	57
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**ARTICLE 1**  
**RECOGNITION**

- 1.01 The Board of Education of the Forest Hills Local School District, hereinafter "Board", recognizes the Forest Hills Teachers Association, hereinafter "Association", as the sole and exclusive negotiation representative for all certificated employees who are under contract with the Board to work a full contract year, including nurses, but excluding all substitute teachers, all individuals employed by the Board to work for non-Forest Hills schools, such as but not limited to auxiliary service personnel, all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of the bargaining unit or have the responsibilities thereon.
- 1.02 Further, the Association shall represent L.D. tutors for the purpose of negotiating an hourly rate, insurance benefits and those provisions of the contract listed in the tutor section of this contract only.
- 1.03 The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education of the Forest Hills Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Sections 3313.20, 3313.47 and 4117 of the Ohio Revised Code except as modified by this contract. Further, it is recognized that the Board of Education may enact rules and regulations during the term of this contract affecting members of the bargaining unit without bargaining with the Association as long as the rule or regulation is reasonable and/or not in conflict with a provision of this contract.

**ARTICLE 2**  
**DEFINITIONS**

- 2.01 "Days" refers to calendar days unless otherwise indicated.
- 2.02 "Member/members of the bargaining unit" - When used in this contract shall mean all persons whom the Association is eligible to represent as set forth in Article 1.
- 2.03 "Designees" - When used in this contract shall mean a central office administrator.

**ARTICLE 3**  
**NEGOTIATION PROCEDURE**

Upon written request of either party made to the other on or after March 1 of the year the contract expires, negotiations will commence on a successor contract.

3.01 PROFESSIONAL NEGOTIATION MEETINGS

- 3.0101 The teams shall meet for the first negotiating meeting at a time and place established by the designated representatives.
- 3.0102 Specific proposals shall be exchanged by the teams at the first meeting unless otherwise mutually agreed. The team representing the party which requested negotiations shall present and explain its specific proposals first. The team representing the other party will then present and explain its proposals. Subsequently, no new proposal shall be considered unless otherwise mutually agreed.
- 3.0103 The overall agenda shall be mutually developed by the teams and may be altered by mutual agreement.
- 3.0104 The agenda for the subsequent meeting shall be determined at the end of each meeting.
- 3.0105 It is agreed that meetings will be scheduled with the least possible interruption to the school schedule; however, if necessary, the Association members of the team may be released from school duties to attend meetings at the discretion of the Board.

3.02 REPRESENTATION

- 3.0201 The Board or designated representative shall meet with the designated representatives of the Association and both parties shall negotiate in good faith. Each team shall be made up of eight (8) representatives, at least two (2) of whom are full-time employees of the school system. Each team shall designate a spokesperson.
- 3.0202 Each party may have no more than four (4) people to act as consultants. The consultants shall not participate in the negotiation discussions unless mutually agreed upon by both parties. Formal presentations may be made by consultants on specific items under discussion provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

3.03 INFORMATION

- 3.0301 The designated representatives of the Board and the Association agree to make available to each other upon request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.
- 3.0302 Formal presentations may be made by consultants on specific items under discussion provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of same.

3.04 REPRISAL

No coercion, intimidation or reprisal relative to any matter of employment shall be inflicted upon any designated representative by reasons of such representative's participation in professional negotiations.

3.05 NEWS RELEASES

Upon the request of either party a mutually agreed to news release will be made prior to impasse. There shall be no restriction once impasse has been declared.

3.06 RECESSES

Either group shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length.

3.07 ITEM AGREEMENT

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each team. Such initialing shall not be considered binding nor as a final agreement by the teams, and it is expressly understood by the teams that the tentative agreement reached on any item may be withdrawn by either team at any time during the negotiations process.

3.08 RATIFICATION

When agreement is reached by both parties through negotiations, the outcome will be reduced to writing, signed by the chairperson of each negotiating team and submitted to the Association membership for ratification with a favorable recommendation from the bargaining team. Upon ratification by the Association, the Board will consider the tentative agreement which will be favorably recommended to it by the Board's team and if it is accepted by the Board, it will be executed in the same manner as any other contract.

3.0801 The ratification by the Association membership shall be conducted under voting procedures established by the Association.

3.0802 Formal approval or non-approval by the Board shall be by resolution at a regular or special meeting of the Board. This resolution shall become a part of the official minutes of the Board.

3.0803 The results of the ratification vote by the Association's membership shall be communicated to the Board by the President of the Association with the President of the Association sending written confirmation to the President of the Board. The Board shall vote on the tentative agreement reached by the parties no later than fourteen (14) days from the date the Board President receives written notification from the Association President that the Association has ratified the tentative agreement.

- 3.0804 If the agreement is ratified and approved by both the Association and the Board, it shall be implemented in the same manner as any other official action of the Board.
- 3.0805 No provision of this resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

#### **ARTICLE 4** **IMPASSE**

- 4.01 In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days prior to the expiration of the contract, either team may declare an impasse on all issues being negotiated except that the teams may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures as herein aforementioned.

#### 4.02 IMPASSE PROCEDURES/ARBITRATION

Impasse Procedure - Upon the declaration of impasse as allowed above, the party declaring impasse shall notify the Federal Mediation and Conciliation Service that the parties are at impasse and request the appointment of a federal mediator to assist the parties.

The mediation period shall run for a period of thirty (30) days and may be extended by mutual agreement of the parties. If an agreement has not been reached within thirty (30) days of the first bargaining session with the mediator present and the parties have not mutually agreed to extend the mediation period, and the contract terms at issue have expired, either party may exercise all legal rights available to them and the impasse procedure shall be deemed to be completed. This impasse procedure supersedes and replaces the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

#### 4.0201 Arbitrator Selection

Upon declaration of impasse, either party may call for the selection of an arbitrator. Within three (3) days of the declaration of impasse, the designee of each negotiation team will confer and immediately contact the American Arbitration Association for a list of fifteen (15) arbitrator names. One arbitrator shall be selected from this list by the two (2) designees in accordance with the rules and regulations of the American Arbitration Association.

#### 4.0202 Arbitrator Authority

The arbitrator shall have the authority to hold hearings in accordance with the rules of the American Arbitration Association and to confer with any person deemed advisable in arriving at his/her recommendations. Each designee may call upon representatives to present evidence to the

arbitrator. Post hearing briefs may be submitted by either party. The arbitrator's report shall be submitted to the Board and the Association. The recommendations of the arbitrator are not binding on either party and are of an advisory nature only.

**ARTICLE 5**  
**PROVISIONS CONTRARY TO LAW**

- 5.01 If any provision of this contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect for the term of the contract.
- 5.02 If a provision is found to be contrary to law, at the request of either party, negotiations shall begin to discuss the invalid provision within ten (10) days of the receipt of the notice to negotiate. Negotiations shall be in accordance with the negotiation procedures of this contract.

**ARTICLE 6**  
**COMPLETE AGREEMENT CLAUSE**

This contract supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless mutually agreed to and executed in writing by the parties hereto.

**ARTICLE 7**  
**LENGTH OF CONTRACT**

This Master Contract shall be effective from July 1, 2014 through June 30, 2017.

**ARTICLE 8**  
**GRIEVANCE PROCEDURES**

8.01 **PURPOSE**

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

8.02 **DEFINITIONS**

8.0201 Grievance - is a claimed violation, misinterpretation or misapplication of the provisions of this contract.

- 8.0202 Association - refers to the organization officially recognized by the Board as representing the members of the bargaining unit of the Forest Hills School District as defined in Article I of the contract for purposes of resolving grievances.
- 8.0203 Board - as used in this instrument refers to the Forest Hills Local School District Board of Education.
- 8.0204 Days - as used in this provision shall mean calendar days.
- 8.0205 Immediate Supervisor - is a certificated person to whom an individual is directly responsible and who has meaningful responsibility in evaluating and recommending reemployment.
- 8.0206 Grievance Classification - The three (3) recognized types of grievances are as follows:
- A. Individual grievance - those affecting one (1) of the bargaining unit members.
  - B. Group grievance - those affecting two (2) or more members of the bargaining unit.
  - C. Association grievance - those affecting rights guaranteed to the Association by the contract.

8.03 PRINCIPLES AND STRUCTURES

- 8.0301 Nothing herein shall be construed to prevent any individual member of the bargaining unit from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of any agreement between the Board and the Association.
- 8.0302 The number of days indicated at each level below should be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

8.04 PROCEDURES

- 8.0401 Level One
- A. A person having a grievance shall file the grievance within thirty-five (35) days after the occurrence of the event giving rise to the grievance. Failure to file within the thirty-five (35) day period constitutes a waiver of the grievance. The grievance must be submitted in writing on a form as set forth herein as Appendix "A". The grievance shall be filed with the member's building administrator or immediate supervisor most directly concerned with the grievance. The grievance shall state the specific provisions of the contract allegedly violated.

- B. Notwithstanding the above, Association grievances may be initiated at Level II of the grievance procedure.
- C. The appropriate supervisor/administrator shall arrange and hold a hearing within seven (7) days of receipt of the grievance. The Association and/or grievant may present arguments or evidence to support their position. Within seven (7) days of the conclusion of the hearing, the supervisor/ administrator shall forward his/her written response to the Association and grievant.
- D. If the Association and grievant are not satisfied with the response, the grievant may appeal the grievance to the next step provided the appeal is filed within seven (7) days of the grievant's receipt of the supervisor/administrator's written disposition. The appeal notice must be filed with the Superintendent.

8.0402 Level Two

Within seven (7) days of the Superintendent's receipt of the written grievance appeal, the Superintendent or designee shall meet with the grievant and his/her representative if the grievant wishes to be represented; the Superintendent may have an observer of his choice present if the grievant wishes to be represented. The Superintendent or his designee shall render his disposition in writing to the grievant and President of the Association within seven (7) days of the hearing.

8.0403 Level Three

- A. If the grievant is not satisfied with the disposition at Level Two, the Association may appeal the grievance to arbitration provided the Association files a written notice of appeal with the Superintendent or designee within seven (7) days of the Association's receipt of the Superintendent's decision on the grievance at Level Two. The representatives of the Board and Association shall select an arbitrator. In the event the representative parties of the Association and the Board cannot agree on the arbitrator within seven (7) days, the party appealing said grievance shall contact the American Arbitration Association for a list of fifteen names (15) and the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
- B. Both the Association and the Board may have the representation of their choice at arbitration.
- C. The decision of the arbitrator shall be binding upon the Board and the Association and the grievant.

8.05 COST

All of the fees incurred by the arbitrator for the grievant shall be paid by the party against whom the arbitrator rules. Any arbitration case in which the arbitrator fails to rule but in which costs are charged shall be shared equally. Each party shall pay the entire cost of its respective representative.

8.06 INSTRUCTIONS FOR COMPLETING GRIEVANCE FORM

8.0601 Indicate name(s) of grievant(s) in the appropriate blank(s), name of the immediate supervisor and check classification of grievance. In group grievances, names of all grievants shall be listed.

8.0602 The grievant(s) shall: State the date that the grievance is filed; state the facts of the situation being grieved, include the date the cause of the grievance occurred; state the specific section of the contract being grieved; state the desired solution; sign the line "Grievant's Signature", and indicate his/her building assignment. The grievant must file the written form within thirty-five (35) days of the date the cause of the grievance occurred.

8.0603 The recipient of the Grievance Form shall complete the disposition section, the date the action is initiated, his/her signature and title. He/she shall also state the final date for appeal to the next level. The Grievance Procedure section of the contract should be used to determine time limits for appeals at various levels as well as time limits for case disposition.

8.0604 If the grievant is not satisfied with the disposition of his/her complaint at Level Two or at Level Three, the grievant may appeal. The grievant shall state the grounds for and date of the appeal and forward the completed form to the next level.

8.0605 The Association representative present at a meeting between the grievant and the recipient of the Grievance Form shall sign on the appropriate line after all of the above information has been completed.

8.0606 Any time extension or variation from the stated time limits must be specifically stated and signed by representatives of both parties to the grievance.

8.07 MISCELLANEOUS PROVISIONS

8.0701 The fact that individual members failed to grieve alleged violations of the contract shall not constitute another individual's nor the Association's acceptance of the Board's interpretation of the contract; nor shall it prevent any future alleged violations from being grieved.

8.0702 The grievant shall have the right to Association representation of his/her choice at each level of the grievance procedure.

- 8.0703 If the administration/Board fails to respond to the grievant within the time required at any step of the procedure, the grievant may automatically advance the grievance to the next level of the grievance procedure.
- 8.0704 In the event the grievant fails to timely appeal a decision from one level of the grievance procedure to the next, the grievant shall be deemed to have waived the right to appeal the grievance to the next level of the grievance procedure and the resolution of the administration at the level not timely appealed from shall be the final resolution of the grievance.
- 8.0705 The grievant and the President of the Association will be permitted to attend a grievance arbitration hearing without loss of pay and without being required to use personal leave for this purpose.
- 8.0706 If the parties mutually agree, the expedited arbitration rules of the American Arbitration Association may be utilized in the processing of a grievance to arbitration.

**ARTICLE 9**  
**CALENDAR/WORKDAY**

- 9.01 Each member shall receive written notification of compensation to be paid, number of days of service and the beginning and ending dates of the service no later than July 1. For purposes of implementing this contract the first day of each school year (12 months) shall be July 1.
- 9.02 The standard contract year shall be 186 days. The Association and administration shall collaborate annually on the use of the additional day (beyond 185).
  - 9.0201 On the first work day, each member shall have one-half day to work in his/her individual classroom areas to prepare for the first school day.
  - 9.0202 Elementary Conferences - the equivalent of two conference days before winter recess and the equivalent of one and a half day after winter recess shall be provided for teachers of the elementary schools. Kindergarten teachers shall have one additional day in the fall and one additional day in the spring for conferences with parents. Elementary (K-6) conference days will have scheduled evening conferences on at least one day, both in the fall and in the spring. The total number of scheduled hours for conferences shall equal two workdays in the fall and one and a half workdays in the spring. The scheduling of these hours may be adjusted by mutual agreement within a building.  
  
Middle School Conferences - the equivalent of one and a half conference days will be provided before winter recess and the equivalent of one conference day after winter recess shall be provided for the teachers of the middle school. Middle School (7-8) conference days will have evening conferences scheduled in the fall. During the one conference day in the spring, evening conferences may be scheduled by implementing flexible work hours.

In the event schools are closed because of calamity, in the excess of state minimums, makeup student days may be made up on a scheduled conference day. Teachers will arrange conferences as they deem necessary as well as those requested by parents.

- 9.0203 A minimum of one work day at the end of the first semester shall be provided at the high school.
- 9.0204 For the first three grading periods middle school and high school grades will be due no earlier than two (2) school days after the end of the quarter and by the end of the last teacher work day for fourth quarter.
- 9.0205 At the option of the Board of Education, the school year may be extended by a maximum of two (2) consecutive days which shall be at the end of the school year or the beginning of a school year. If the Board wishes to extend the school year as provided herein, it shall notify the bargaining unit of its intention to do so by January 15 of the school year in which days are to be added to the end of the school year and/or added to the start of the following school year. Bargaining unit members shall be compensated at their per diem rate of pay for each day the calendar is extended beyond 186 days. These additional days, if implemented by the Board in any year, will not be pupil contact days and may be scheduled by the Board for the bargaining unit as a whole or any segment of the bargaining unit.

Teachers will be permitted to use personal leave and/or sick leave if necessary on these days in the same manner they could use them during the regular contract year. However, if personal days are going to be used, the teacher must notify the Superintendent or designee of his/her intention to do so no later than May 15 in order to be able to utilize personal leave on the additional dates.

- 9.03 The calendar for members has been adjusted to allow for District and/or building in-service meetings. The administration shall seek members' input before scheduling any mandatory in-service meetings.
- 9.04 The District calendar will continue to maintain the equivalent of one full day in-service each school year. The staff(s) in K to 8 with approval of the principal could also decide to use part of the four days designated as conference days for in-service. Any decision to do so will be determined through secret ballot vote monitored by the Forest Hills Teachers Association building representative and the building principal.
- 9.05 The regular workday shall be seven and one-half (7½) hours in length including a daily duty free, uninterrupted lunch period of thirty (30) minutes.
  - 9.0501 In addition, the members' regular workday may be extended at times by their supervisors to insure the members' attendance at those school functions that, through past practice, most members have considered reasonable and to be a part of their job. General past practice at each level taught (elementary, intermediate, and secondary) shall be used to determine how this article applies to each individual teacher.

- 9.0502 Examples of this could include, but not be limited to:
- A. Extending the workday for departmental, grade level, evaluation, and emergency faculty meetings. (Both parties agree that administrators should make every effort to complete meetings during the regular workday).
  - B. Extending the workday to meet about students when appointments cannot be scheduled during the workday.
  - C. Attending all legal hearings, before or after the workday, where the member has been called to give testimony for or against a child or parent.
- 9.06 No member shall be required to attend more than four (4) evening meetings or school functions such as: Open House, P.T.A., Sports Night, or Meet the Teacher, etc., occurring after 6:00 p.m. Except in emergency situations, reasonable advance notice shall be given to members of any extended workday or evening function.
- 9.07 The adjustments in Article 9.0202 from four (4) conference days to three and one half (3½) days at the elementary and a change from three (3) conference days to two and one half (2½) days at the middle school is a net half (½) less conference days. The equivalent of one half (½) conference day not used for conferences in the spring at the elementary and the fall at the middle school will become a one half (½) teacher workday without students for elementary and middle school teachers on the last calendar day. All members who have completed the necessary procedures to be checked out, shall be checked out by the end of the last teacher workday. The Board will continue to use the former last day as an in-service day elsewhere in the school calendar with the understanding that the total length of the teacher work year shall not exceed the equivalent of 186 days.

## **ARTICLE 10**

### **PLANNING TIME AND PREPARATIONS**

- 10.01 It is the intent that members teaching full-time shall have three hundred (300) minutes each full work week for planning/conference time. However, the parties recognize that due to program and scheduling variation, some members may not receive three hundred (300) minutes each week. In no instance shall any member receive less than two hundred fifty (250) minutes planning/conference time each week. At the middle school and high school level, teachers shall receive one (1) conference/planning time during the student school day that is the equivalent of one class period.
- 10.02 Members teaching in more than one building and who are required to travel by car between buildings to perform his/her regular teaching duties shall have at least twenty (20) minutes to do so.
- 10.03 A reasonable effort will be made by middle and high school administration to schedule each academic area member with no more than three (3) independent preparations per semester when scheduling and staffing considerations will permit.

At the request of a building representative, an administrator in the building and the Director of Human Resources will meet with the representative of the Association prior to the start of the school year to determine if a teacher with more than three (3) independent preparations may be relieved of a duty assignment without additional costs to the Board.

- 10.04 If a member's assignment includes four (4) or more preparations and the member perceives scheduling and staff considerations should be reviewed, he or she may review the schedule with the Superintendent.

## **ARTICLE 11** **EVALUATION**

- 11.01 Teachers shall be evaluated annually except that if a teacher is rated "Accomplished" on his/her most recent evaluation, he/she shall be evaluated once every two (2) years.

This section of the contract applies to teachers who are defined as follows:

- a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
- b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
- c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
- d. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

Bargaining unit members who are not within the above definition shall be evaluated as outlined in a Memorandum of Agreement to be negotiated and ratified by the parties on or before August 1, 2015. These other bargaining unit members include, but are not limited to nurses, school counselors and library media specialists.

The Board will adopt a list of approved and credentialed evaluators by building or central office. Each teacher evaluation shall be conducted by a District employee who meets the following criteria:

- a. The evaluator must hold at least one certificate/license named under Division (E) (F) (H) (J) or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.
- b. The evaluator is eligible to be an evaluator in accordance with ORC 3319.111(D).

- c. The evaluator holds a credential as established by the Ohio Department of Education.
  - d. The evaluator has completed state-sponsored evaluation training and has passed the credentialing assessment.
- 11.0101 Credentialed evaluators who are employees of the District shall conduct an evaluation of each teacher as defined above. No teacher shall be non-renewed or terminated without evaluation by a full-time building administrator. Each evaluation shall include:
- a. A minimum of two (2) formal classroom observations of at least thirty (30) minutes each.
    - 1. Each formal observation shall include a pre- and post-conference.
    - 2. The pre-observation conference shall be held within five (5) work days prior to the formal observation.
    - 3. The post-observation conference shall be held no more than five (5) work days after the formal observation. Any and all notes taken during an observation shall be kept and made available to the member up to ten calendar days following at the post-observation conference.
  - b. A minimum of (2) two classroom walk-throughs. A walk-through shall be defined as a formative written assessment that has the following components:
    - 1. The walk-through shall last between ten (10) and twenty (20) minutes.
    - 2. The walk-through form / data must be shared with the teacher within five (5) work days after the walk-through.
- 11.0102 Any teacher whose contract is under consideration for nonrenewal shall be formally observed a minimum of three (3) times for at least thirty (30) minutes with an evaluation completed and received by the teacher no later than May 10 of that school year.
- 11.0103 All first observations, including the post-observation conference, shall be completed by January 31.
- 11.0104 All teacher evaluations shall be completed by May 1 and the teacher shall be provided with a written copy of the evaluation results no later than May 10.
- 11.0105 In the event the teacher evaluation process is not completed by May 1, the teacher shall be rated "Skilled," and the Board shall take no adverse action against the teacher as a result of the untimely or incomplete evaluation.
- 11.0106 The deadlines and timeframes for observation and evaluation shall be adjusted due to the absence of the teacher or evaluator, or other unforeseen interruption, except for the statutory deadline for completion of

the evaluation (May 1) and the deadline for the written evaluation to be provided to the teacher (May 10).

- 11.02 The evaluation instrument attached hereto as the Evaluation Appendix may only be changed by mutual agreement of the Association and the Board.
- 11.03 No bargaining unit member shall at any time be responsible for the observation or evaluation of another bargaining unit member.
- 11.04 A second observer from the administrative staff may be requested by the administrator or the teacher if they feel additional input or perspective would be of value. The request will be granted and this written observation will be included in the evaluation file. The request is to be submitted in writing to the personnel administrator with copies to the other party.
- 11.05 Administrators will not solicit evaluative information about a teacher from another teacher. However, an administrator may follow up on complaints received by him/her and consult with other teachers while investigating the complaint or receive evaluative information offered by a teacher about another teacher. A complaint shall be handled pursuant to Article 14.
- 11.06 Professional Growth and Improvement Plans
  - 11.0601 Written improvement plans are to be developed when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system.
  - 11.0602 Teachers must develop professional growth or improvement plans in conjunction with their evaluator based on the Evaluation Matrix. The Professional Growth Plan of each teacher shall be documented on the form attached to this policy. See Evaluation Appendix.
  - 11.0603 All teachers will develop a Professional Growth Plan in conjunction with their evaluator, unless they are rated overall Ineffective, or Below Student Growth Measures, in which case those teachers must write an Improvement Plan in conjunction with their evaluator. The Improvement Plan of each teacher shall be documented on the form in the Evaluation Appendix. Teachers may use Article 39 for reimbursement of college course work taken for an Improvement Plan, provided they meet all of the requirements of Article 39.
- 11.07 Testing for Teachers in Core Subject Areas
  - 11.0701 Beginning with the 2015-2016 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, physical education, health, and geography.

11.08 Removal of Poorly-Performing Teachers

- 11.0801 The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:
- a. The process of nonrenewal of teachers if they are in their last year of a limited contract, taking into account their last three (3) school years' evaluations, to the extent that the teacher has been employed by the district during that time.
  - b. The process of ORC 3319.16 to determine a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account written evaluations during the most recent three (3) years to the extent the teacher has been employed by the district during that time.
  - c. The Board will comply with ORC 3319.58.

11.09 Professional Development

- 11.0901 The Board's plan for the allocation of financial resources to support professional development is as follows:
- a. The determination of the Superintendent for priority in the use of resources with the dollar amount being allocated each year reported to the Association president no later than August 31. At the end of the fiscal year, a report of expenditures shall be provided to the Association president indicating dollar amount spent and to whom it was paid.
  - b. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.
  - c. The optimization of available federal, state or organizational grants, for professional development.

11.10 Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing the policy, procedure and process for the evaluation of certified teachers in the district.

11.1001 Committee Composition

- a. The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

- b. Committee members shall be representative of elementary, middle school, secondary and specialty areas (e.g., music, art, special education) within the district.

11.1002 Committee Operation

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. Members of the committee will receive training in the State adopted evaluation framework model.
- c. The committee will establish by mutual agreement a meeting calendar and timelines for work completion.
- d. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- e. Committee decisions altering Board policy shall require at least seven (7) votes. The goal of the committee is to achieve consensus on all decisions.

11.1003 Joint Evaluation Instrument Training

- a. The employer shall provide joint training with administration and teachers of all processes, procedures and tools used in the evaluation system. Written instructions and group evaluation instrument training shall be presented to the teachers no later than Sept. 30 or in the case of a new teacher hired after school begins no later than thirty (30) days after initial employment with the district. The administration shall within those timeframes give all teachers written notice of their intended evaluator; any change in intended evaluator shall be communicated to teachers in writing as soon as possible.
- b. In the event an administrator does not conduct or complete a required evaluation for a teacher or other personnel requiring such, the teacher shall receive a rating of Skilled for that school year.

11.11 Expedited Grievance Challenge – Teacher Evaluation

- 11.1101 If an employee believes the evaluator has violated the procedure or that the evaluator's judgment or conclusion is arbitrary, capricious or unreasonable, the employee may file a written grievance through an Association building representative and/or the Association president at Level Two within ten (10) days (as defined in Article VIII) of the employee's receipt of the signed and final version of a written evaluation for the particular school year or part of a school year.
- 11.1102 The Superintendent and/or designee(s) shall meet within ten (10) days, as defined in Article VIII of the filing of a written evaluation grievance, with the Association president and/or OEA consultant and discuss the grievance(s) to attempt to understand and resolve the grievance(s).

- 11.1103 Within ten (10) days (as defined in Article VIII) of such meeting, if the grievance is not resolved in Section 11.1102 above and if the Association wishes to appeal to arbitration, the Association shall file a written request for arbitration with the Superintendent. The arbitration shall be conducted on an expedited basis before Daniel Kosanovich and/or David Stanton in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules. The costs and fees of the arbitrator shall be split equally between the parties.

## **ARTICLE 12**

### **NOTIFICATION OF ELIGIBILITY FOR TENURE**

- 12.01 In the event a teacher is going to meet all of the qualifications and conditions to be considered for a continuing contract by the end of the school year, he/she shall notify the Superintendent or designee in writing of that fact no later than November 15 of the school year in which he/she believes he/she will become eligible.

This notification is being required in order to give the administration adequate notice to evaluate the employee for the purposes of awarding a continuing contract. Failure to provide the Superintendent or designee this notification shall constitute a waiver, by the employee, of his/her right to a continuing contract at the end of the school year. The employee shall be evaluated for a continuing contract the succeeding school year if he/she is re-employed by Board and requests continuing contract consideration.

By September 15 of each school year, the administration shall provide members of the bargaining unit with the current State Board of Education regulations for continuing contract eligibility.

To the extent this provision is in conflict with Ohio law, it shall supersede and replace any section of the Ohio Revised Code with which it is in conflict.

## **ARTICLE 13**

### **PERSONNEL FILES**

- 13.01 There shall be one official personnel file of each member of the bargaining unit which shall be maintained in the central office. It is understood that copied portions of that file may be maintained at various school buildings, but the material not included in the official personnel file of a member of the bargaining unit shall not be considered or utilized as evidence to support the discipline of a member of the bargaining unit.
- 13.02 It is understood that administrators may maintain their own anecdotal files containing material about members of the bargaining unit which are not in the official file, but any anecdotal material maintained by an administrator that is more than two (2) years old shall not be included in the official file of a member of the bargaining unit. Upon change of administration, personal teacher anecdotal files shall not be passed on to the successor. However, when an administrator is transferred/reassigned from one building to another, he/she may place anecdotal materials in the official file of a member if it is within the two (2) year time frame as outlined herein. The member shall

be given, in advance, a copy of any anecdotal material placed in the official file. Further, upon request, an administrator maintaining written material of a disciplinary nature on a teacher which is not included in the employee's personnel file but maintained in the principal's anecdotal file shall allow the employee to inspect the material and provide a copy to the employee. In addition to the above, the official personnel file of a member of the bargaining unit shall be maintained under the following circumstances:

- 13.0201 No material which is derogatory to the employee's contract, service, character or personality shall be placed in the file unless the employee has an opportunity to read the material. The employee shall acknowledge he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Said signature does not necessarily indicate agreement with its content.
- 13.0202 The employee shall have the right to answer any material filed including a summary of a conference and his/her answers shall be reviewed by the personnel officer and the originator of the filed material and shall be attached to the filed copy. If the conference summary is disciplinary in nature, the administrator shall advise the employee of that fact.
- 13.03 The employee shall be given access to his/her file within one (1) business day under the supervision of the personnel administrator upon request and scheduling of an appointment by the employee. Pre-employment data shall be removed from the file prior to employee access. The employee shall be provided with a copy of the materials contained in the file, if requested, within one (1) business day after he/she reviews the file.
- 13.04 Untimely, irrelevant or incorrect information contained in the personnel file may be challenged by the employee in accordance with the procedure set forth in Chapter 1347 of the Ohio Revised Code.

#### **ARTICLE 14** **COMPLAINT PROCEDURE**

- 14.01 Members of the bargaining unit shall be notified of verbal or written complaints which an administrator intends to investigate and/or which could lead to disciplinary action.
- 14.02 As part of the investigation, the administrator shall meet with the teacher to obtain his/her position on the matter prior to the issuance of any written report. Any individual wishing to make a complaint will be advised that he/she must initiate the complaint with his/her building administrator. If the individual insists on addressing the Board prior to completion of the investigation, the Board shall listen to the person in executive session but take no action and direct that the individual's complaint be processed beginning at the building level.
- 14.03 The teacher shall be entitled to a representative of his/her choice during this process.

- 14.04 Anonymous complaints shall not be placed in a personnel file or used as part of the evaluation or for disciplinary purposes.

**ARTICLE 15**  
**REPRIMAND/DISCIPLINE**

- 15.01 Reprimands are issued verbally and/or in writing. When a reprimand is in written form, a copy is issued to the member of the bargaining unit and a copy is placed in the member's personnel file.
- 15.0101 A member of the bargaining unit receiving a written reprimand may submit a written reply to be attached to the file copy. The member also has all the rights provided under the Ohio Privacy Act.
- 15.0102 A member of the bargaining unit receiving a written reprimand may request a conference with the Superintendent or designee and shall be entitled to bring one representative of his/her choice to the conference and the Superintendent or designee shall be entitled to include one administrator.
- 15.02 Except in serious situations where progressive discipline is not appropriate, the following discipline procedure will be followed:
- 15.0201 First violation: A written reprimand will be issued.
- 15.0202 Second violation: A suspension from duties without pay but with benefits to a maximum of ten (10) workdays.
- 15.0203 Serious situations or repeat violations may result in termination.
- 15.03 This provision shall not prevent the Board from exercising its right to non-renew the limited contract of a teacher as provided in Article 16 of this contract. Non-renewals and terminations are not grievable but a suspension will be grievable and must be for cause.
- 15.04 A teacher shall be entitled to representation at a meeting that will lead to or likely lead to disciplinary action.

**ARTICLE 16**  
**TERMINATION**

The contract of a limited contract teacher during the term of the contract and the contract of a continuing contract teacher shall be terminated in accordance with 3319.16 and 3319.161 of the Ohio Revised Code.

**ARTICLE 17**  
**NON-RENEWAL OF LIMITED TEACHING CONTRACT**

A member of the bargaining unit whose regular teaching contract is non-renewed shall utilize the hearing process contained in 3319.11 of the Ohio Revised Code.

**ARTICLE 18**  
**REDUCTION IN FORCE**

18.01 The limited or continuing contract of an employee may be suspended for reduction in force (RIF) purposes because of declining enrollment, lack of funds, changes in program, or for any other reason listed in 3319.17, Ohio Revised Code. The employee being laid off shall be notified in writing, by the Superintendent, that his/her contract is being suspended for one of the above reasons.

18.02 IMPLEMENTATION PROCEDURE

18.0201 Suspension of contracts shall be recommended by licensure/certification area and shall be based on the following order:

- a. First, affected position(s) vacated as a result of voluntary resignation, retirement, other separation or death will not be filled.
- b. Second, limited contract teachers shall be reduced first utilizing the following order:
  - i. Licensure/Certification.
  - ii. Competency as determined by formal evaluation.
  - iii. When evaluations are comparable, seniority in the district shall prevail.
  - iv. For the purpose of determining a "comparable final evaluation rating," anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable until the end of the 2015-2016 school year. Thereafter, "comparable final evaluation rating" shall be defined as teachers achieving a final summative evaluation rating of Accomplished and Skilled being deemed comparable, teachers achieving a final summative rating of Developing being deemed comparable, and teachers achieving a final summative rating of Ineffective being deemed comparable.
  - v. A teacher must be evaluated for two (2) school years before s/he can obtain a "comparable final evaluation rating" that would allow him/her any rights over a more senior bargaining member during a RIF situation.
  - vi. If a teacher has not been evaluated in the most recent school year, the teacher's rating shall be "Skilled" for the purposes of b(iv) above.

- c. Third, continuing contract teachers shall be reduced by utilizing the following order:
  - i. Licensure/Certification.
  - ii. Competency as determined by formal evaluation.
  - iii. When evaluations are comparable, seniority in the district shall prevail.
  - iv. For the purpose of determining "comparable final evaluation rating," anyone with an evaluation rating of Accomplished, Skilled or Developing will be considered comparable until the end of the 2015-2016 school year. Thereafter, "comparable final evaluation rating" shall be defined as teachers achieving a final summative evaluation rating of Accomplished and Skilled being deemed comparable, teachers achieving a final summative rating of Developing being deemed comparable, and teachers achieving a final summative rating of Ineffective being deemed comparable.
  - v. A teacher must be evaluated for two (2) school years before s/he can obtain a "comparable final evaluation rating" that would allow him/her any rights over a more senior bargaining member during a RIF situation.
  - vi. If a teacher has not been evaluated in the most recent school year, the teacher's rating shall be "Skilled" for the purposes of c(iv) above.

18.0202 Layoff shall occur by suspension of contract.

18.0203 Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

### 18.03 BUMPING RIGHTS

18.0301 A bargaining unit member(s) whose position(s) is/are RIFed shall have the right to bump the least senior person with a comparable evaluation or lower final evaluation rating in an area for which they hold a certificate/license beginning with the 2015-2016 school year. If the employee exercising his/her right to bump has more than one area of certification/licensure, the employee to be displaced will be the employee with the least District seniority in any of the bumping employee's areas of certification/licensure who has a comparable evaluation. The bargaining unit member being bumped may then exercise his /her right to bump another bargaining unit member using the same criteria until all bumping is completed.

18.0302 Written notice of intent to exercise bumping rights must be given to the Superintendent or designee in writing, within five (5) days of receipt of the written notice of intent to RIF. A copy of the written notice of intent to exercise bumping rights should be sent to the Association President.

### 18.04 RECALL RIGHTS

- 18.0401 Laid off employees shall be recalled in reverse order of layoff, per Section 18.0203 above, within contract status and certification/licensure area(s). The Association shall be sent a copy of said notification at the same time. The notice shall state the area of licensure/certification needed for the recalled assignment, the actual assignment, the effective date of contract resumption, and whether the assignment constitutes a full workday or a fraction thereof.
- 18.0402 Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position s/he held prior to the reduction in force.
- 18.0403 The employee shall be notified in writing by email and U.S. certified mail of an offer of recall and given ten (10) days from the mailing of the notification to accept such. It is the employee's responsibility to notify the Administration of any change of email or residential address. Unclaimed, refused or non-delivered notices, as well as the failure to respond within ten (10) days of the mailing of the offer, shall constitute refusal of the offered vacancy.
- 18.0404 Recall eligibility shall expire two (2) years after the first day of work that he/she was not paid as a result of the layoff.
- 18.05 All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list below continuing contract bargaining unit members, also in descending order of seniority. This seniority list shall be provided to the Association president each year by October 1.
- 18.0501 Seniority will be defined as all continuous years of regular service (not supplemental) in the Forest Hills School District commencing with the first contract day worked. In the event that two members of the bargaining unit began work on the same day, the following criteria shall be utilized in the order presented to ascertain seniority ranking:
- i. Date of Board action to employ.
  - ii. District needs.
- 18.0502 Board approved unpaid leaves of absence shall not be counted as experience or regular service, but do not interrupt continuous service. Individuals whose contracts were non-renewed and then reemployed the following fall will not be considered to have had a break in service.
- 18.0503 If an administrator enters the bargaining unit for the first time because his/her administrative contract has ended, such employee shall not displace any bargaining unit member and he/she will be deemed to have less seniority than any other bargaining unit member (whether on a limited or continuing contract) on a recall list at the time the administrator first enters the bargaining unit. Such employee for salary schedule

purposes shall be given credit for the training he/she has attained and only for the total years of service (up to 10) the employee has had as an administrator at Forest Hills Schools prior to the employee filling a vacancy in a bargaining unit position.

**ARTICLE 19**  
**PROFESSIONAL VACANCIES**

- 19.01 All certificated/licensed vacancies, including extended service, shall be posted in each staff lounge, on school email, and/or on staff bulletin boards as they occur. Interested staff members should write a letter of application to the personnel administrator. Postings for non-bargaining unit positions (administrators, supervisors, etc.) shall not be subject to the remaining provisions of this article.
- 19.02 An employee applying for a specific vacancy posted prior to June 10 shall receive an interview with the Superintendent or designee prior to filling the vacancy if he/she requests the interview in writing and is available to be interviewed within seven (7) calendar days of the posting.
- 19.03 Vacancies occurring after June 10 and prior to the start of the next school year shall be filled in the discretion of the Administration but a reasonable effort will be made to contact members of the bargaining unit who file a request for a change to a specific assignment with the Personnel Administrator prior to leaving for summer recess.
- 19.04 Persons not selected for professional vacancies may request a conference with the personnel administrator.

**ARTICLE 20**  
**VOLUNTARY AND INVOLUNTARY TRANSFERS**

20.01 **TRANSFER PROCEDURES**

A transfer is defined as a change from one building to another building within the district.

20.0101 **Voluntary Transfer**

- A. The principal shall provide each member of the bargaining unit assigned to the building(s) for which the member is responsible with a form to survey the member's employment intentions and/or wishes for the following year by February 15 of each school year. Members who return this survey to the principal indicating a desire to transfer to another building within the district shall be provided the district form for the purpose of formally requesting such transfer. This district form must be completed and given to the building principal not later than March 15. Such a request represents consent to transfer. When a member of the bargaining unit is denied a transfer for which he/she has applied, the member shall be entitled to a conference with the Superintendent or designee and reasons for application denial shall

be discussed. If the position for which the transfer was requested does not become vacant, no conference is necessary.

- B. The Superintendent or designee will give consideration to the preference requested but may deny transfer, if, in his/her opinion, the transfer is not in the best interest of the district.

20.0102 Involuntary Transfer

- A. In order to meet the staffing needs of the district, it is sometimes necessary to transfer a member involuntarily. Such transfers shall be effected only after the member involved has been advised in writing of the reason for the transfer. The member may request a meeting with the personnel administrator but may not refuse to accept such transfer.
- B. Upon request of the transferred member or the receiving principal, a conference between the member and principal will be held to discuss the new assignment.
- C. Before an involuntary transfer is made, the convenience and wishes of the member and principals involved will be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the member, the pupils, and the district.
- D. If an involuntary transfer occurs within ten (10) days of the first workday of the school year, but before the first workday, the member shall be given one (1) day free of pupil contact.
- E. If the involuntary transfer involves changes in grade level/subject matter that the member has not taught within the last four (4) years or a transfer to a different building and if it occurs on or after the first workday of the school year, then two (2) days free of pupil contact shall be given.
- F. None of the above applies to changes made at semester during the school year.

20.02 CRITERIA

20.0201 Criteria utilized for voluntary and involuntary transfers shall include but not be limited to the following:

- A. Certification
- B. Change in program
- C. Death of a member
- D. Efficient operation of a school district
- E. Emergency
- F. Individual qualifications
- G. Major field
- H. Previous evaluations

- I. Recent experience
- J. Recommendations of principal(s)
- K. Reduction in staff
- L. Resignation
- M. Seniority
- N. Shift in student population
- O. Staff balance
- P. Staff needs

20.0202 These criteria are not in rank order of priority.

- 20.03 No member will be involuntarily transferred to a non-bargaining unit position such as permanent substitute without his/her consent.
- 20.04 In addition, if a staff member will be required to involuntarily change assignment within a building the staff member shall be informed of the staffing consideration prior to the change. A building administrator, department chairperson or team leader should meet in a private setting with a staff member whose assignment is being involuntarily changed.

#### **ARTICLE 21** **NOTIFICATION OF ASSIGNMENT**

- 21.01 The Board and administration will give written notification to each staff member of his/her anticipated teaching assignment including subject or class or grade level or team and approximate class size for the following school year by the end of the present school year. Due to uncontrollable changes in student population, student course selection, staff turnover, death, resignation and retirement that may occur following the close of a school year, the administration will adjust assignments after conferring with the teacher(s) affected. Staff employed after the school year ends will be advised of their teaching assignments as specified upon employment.
- 21.02 During the school year, grades 7-12 teachers will be notified in writing of their anticipated assignments at least four (4) weeks prior to the beginning of a semester.

#### **ARTICLE 22** **SCHEDULING PRIORITIES**

The development of schedules which provide for maximum utilization of staff in keeping with licensure and expertise of the members of the bargaining unit is a management responsibility. However, members may submit their individual subject preferences to their respective principals for consideration.

#### **ARTICLE 23** **PROFESSIONAL MEETING DAYS**

- 23.01 It is agreed that all members of the bargaining unit may attend meetings appropriate to their assignments without loss of salary with the approval of the Superintendent.

Members of the bargaining unit receiving a low evaluation mark in a specific learning level shall be given consideration for professional meeting attendance if requested by the member or the administrator.

**23.02 PROFESSIONAL MEETING DAYS (NON-REIMBURSED)**

23.0201 All members of the bargaining unit may attend meetings appropriate to their assignments without loss of salary with approval of the Superintendent. Written requests shall be submitted to the Superintendent or designee fifteen (15) days prior to the professional meeting.

23.0202 All members of the bargaining unit may be allowed visitation days without loss of salary upon recommendation of the principal and approval of the Superintendent or designee.

**23.03 PROFESSIONAL MEETINGS (REIMBURSED)**

23.0301 Written requests are required for each meeting. An application shall be submitted to the Superintendent or designee for his/her consideration at least fifteen (15) days prior to the professional meeting. An estimate of expenses will be submitted with the request for which reimbursement is sought.

23.0302 The Superintendent shall grant or deny the request as he/she deems appropriate.

**ARTICLE 24  
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Members of the LPDC shall be paid the curriculum hourly rate for meetings attended beyond the regular work day.

**ARTICLE 25  
MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

25.01 If an administrator changes a student grade without the agreement of the teacher, a written record will be maintained in the student file indicating that the grade was changed by the administrator and a copy of the written record will be given to the teacher.

25.02 If a teacher is required by his/her building administrator to substitute for an absent teacher during the teacher's planning time, the teacher losing his/her planning time shall be compensated at a rate equal to \$15.73 per class period.

25.03 Classroom visitations by non-school employees shall only occur after prior arrangement with the teacher. The principal of each building shall instruct visitors to report to the office and inform the teacher of the purpose of each visitation in advance.

25.04 No electronic devices will be used to make any recording during a visit by a non-employee of the District except with the consent of the teacher.

- 25.05 Notwithstanding the workday provisions of this contract, a member of the bargaining unit who is required to attend parent conferences and/or IEP conferences for handicapped children shall be compensated at the hourly rate for curriculum work after the member has been required to work more than eighteen (18) hours beyond the regular workday during any school year to attend IEP conferences and parent conferences for handicapped children.
- 25.06 Intervention specialists responsible for IEPs shall be provided up to ten (10) hours of release time, to be used incrementally throughout the school year, for the purpose of preparing IEPs. The teacher and his/her principal shall confer to determine the specific release dates and times. If, as a result of changes in the District procedures, any classroom teacher becomes primarily responsible for writing ten or more IEPs, that teacher shall also be provided up to ten hours of release time incrementally throughout the school year.
- 25.07 The Board will provide a visually screened dining area, where feasible, or will designate an area or room outside of the student dining room for teacher dining.
- 25.08 Vouchers for travel allowance must be turned in by the 5th of the following month to insure payment during that month. Vouchers turned in after the 5th will not be paid until the next month. Vouchers not turned in within three (3) months of the regular reporting date will not be honored. Approved travel allowance will be compensated at the IRS rate as of July 1 and will be adjusted each July 1 thereafter.
- 25.09 Employees shall not transport students for school purposes in their privately owned vehicle without the prior approval of the building administrator or a central office administrator.
- 25.10 No employee shall be assigned to teach in an area for which he/she is not properly certificated. In addition, no member of the bargaining unit shall be required to perform duties that are required to be performed by an individual possessing an administrative certificate.
- 25.11 Prior to the inclusion of a special needs student into any classroom of an affected teacher the teacher shall be provided the necessary resources as determined by the student's IEP.
- 25.12 Any teacher who has to travel as part of their teaching duties will not be assigned a regular non-teaching duty.
- 25.13 A high school teacher who is assigned six classes will have a full conference planning period.
- 25.14 There will be a late start day for elementary students during the last five (5) days of the first and second trimesters and this time may be used by teachers for record keeping.

**ARTICLE 26**  
**RETIRED EMPLOYEES**  
**REEMPLOYED BY BOARD IN BARGAINING UNIT POSITIONS**

Any individual who is retired and receiving retirement benefits through STRS, SERS, or PERS and who is re-employed by the Board in a bargaining unit position shall receive a limited contract and at no time be eligible for nor be granted a continuing contract. In the event of a reduction in force, these individuals shall be considered to be the least senior employees and shall be laid off first.

- 26.01 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Forest Hills Local School District. There shall be no expectation that any such teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District and no reasons will be given for declining to offer such employment to anyone.
- 26.02 The salary to be paid to the returning teacher shall be based on the appropriate placement of the current teacher salary schedule training column with a maximum of ten (10) years of experience and a minimum of five (5) years experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
- 26.03 Individuals employed pursuant to this provision shall be eligible for the health and dental insurance plans offered by the District pursuant to the collective bargaining unit.
- 26.04 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. However, if rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.
- 26.05 Each one year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action pursuant to Section 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 26.06 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- 26.07 In the event of a reduction in force, the reemployed teacher will not be considered to have any seniority over any other teacher, although the reemployed teacher will be a member of the bargaining unit.
- 26.08 Reemployed persons are eligible for sick leave accumulation, starting with a zero balance.
- 26.09 The provision shall supersede and replace sections 3319.11 and Chapter 3317, Ohio Revised Code.

## **ARTICLE 27**

### **ASSOCIATION RIGHTS**

The Association shall have the following rights:

- 27.01 The Association shall have the right to use the district's school buildings for daytime meetings, Monday through Friday, during employee non-work time. Use of school buildings must be at reasonable times and places and not in conflict with other scheduled functions. The prior approval of the principal must be secured. The right to use the building is based on the provision that the use of the school building does not result in any additional custodial, maintenance or repair cost to the Board.
- 27.02 The Association may distribute Association materials to Association members via the school mail system, email and teacher mailboxes. Any materials distributed to employees by means of the employee(s) school mailboxes must identify the name of the organization which produced the material.
- 27.03 The Association shall be provided with bulletin board space in the employee lounges in each school building for the purpose of posting Association information to members or employees.
- 27.04 Association membership dues and fees shall be withheld by the Board from the paychecks of all Association members who have voluntarily given the Board Treasurer a written, signed authorization to deduct said dues from their paychecks. It shall be the responsibility of the Association to furnish the Board Treasurer, in writing, the current amount of the Association dues to be withheld from the check of each employee. Dues shall be withheld over a nine (9) month period from seventeen (17) pays. Settlement to the Association will be on a bi-monthly basis. All requests for payroll deductions shall be in writing and submitted to the business office by October 1. The first deduction shall be from the October 15 pay and the final deduction shall be from the June 15 pay.
- 27.05 The Association President or designee shall be provided a copy of the notice of all Board meetings at approximately the same time as that notice is provided to the members of the Board.
- 27.06 The Association representative may confer with members of the bargaining unit before the start of the school day, during the member's lunchtime, on the member's planning and conference time or at the end of the school day provided the representative gives notice of his/her presence in a school building to the building principal or designee prior to the conference and indicates with whom he/she is meeting. Also, the meeting must not interfere with the employee's performance of his/her contractual duties. The Association President may use Association leave for the above-stated purposes.
- 27.07 The Association may use, without loss of pay to employees, a collective total of twenty (20) days per year release time from classroom duties. Application forms for use of such leave shall be obtained from the Association President and submitted to the Superintendent or designee for approval at least five (5) days in advance. Anyone going to the Association delegate assembly or taking time off for any Association related function must utilize only Association release days for that purpose. Exceptions to this provision must be approved by the Superintendent or designee.

Time used for negotiations shall not be counted against Association leave. If scheduling permits, the Association President shall be given a second planning/conference period.

- 27.08 The President or designee shall be provided copies of Board minutes once they have been approved and any other document required to be maintained by the Board of Education by law.
- 27.09 The Association President shall be provided with one (1) copy of the Board policy book and any amendments thereto.
- 27.10 The President or designee of the Association shall be provided the names and addresses of persons new to the District who are included in the bargaining unit and shall be afforded the opportunity to meet with the new persons on their orientation day.
- 27.11 The Board agrees to share equally with the Association the cost of printing the contract.
- 27.12 Any district committee formed by the administration which is to have teacher representation and is not a Board committee shall have its teacher representatives appointed as follows:

The majority of the teachers shall be appointed by the Association President or designee within five (5) work days of notification of the creation of the committee with the remaining teachers being appointed by the administration.

- 27.13 If not in use for school purposes, the Association may use school board equipment including typewriters, duplicating equipment, calculators and all types of audio visual equipment.

## **ARTICLE 28** **ASSAULT LEAVE**

- 28.01 Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is disabled as a result of a physical assault on him/her while the member was performing duties required by his or her contract with the Board and occurred on school premises or during a school sponsored function and was not caused by another employee of the district shall be entitled to assault leave. This leave will not be available to an employee who provoked the assault which is the basis for said leave request. If the Superintendent refuses the leave, the employee may take it directly to grievance at the arbitration level.
- 28.02 When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of thirty-five (35) school days per member per school year. This may be extended by the Board of Education.
- 28.03 Medical verification shall be furnished to the personnel officer for all assault leave requests of more than one (1) day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the member has been

absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

**ARTICLE 29**  
**JURY DUTY/WITNESS APPEARANCE**

- 29.01 The Board shall grant a member of the bargaining unit leave with pay to serve on a jury on a day that the member is under contract to teach. In addition, the teacher shall not suffer loss of pay when he/she is subpoenaed to testify in a matter which is related to his/her performance of his/her contractual teaching duties. However, this provision shall not apply to teachers who are subpoenaed to testify in actions in which the Association is suing the Board, grievance hearings and/or actions in which the teacher is suing the Board of Education.
- 29.02 The member of the bargaining unit on jury duty shall be paid his/her salary for each day and shall be able to retain any sums paid to him/her for service on a state jury. The member shall be paid his/her full salary for each day served while on federal jury except that the member shall turn over all compensation received from the federal jury to the treasurer which is in excess of the amount being paid by the state. This sum shall be paid to the Treasurer immediately upon receipt of same. In either event, the member shall retain that portion of jury duty pay earned on non-work days.

**ARTICLE 30**  
**SICK LEAVE**

- 30.01 Members of the bargaining unit shall earn sick leave at the rate of one and one-quarter (1 ¼) days per month for twelve (12) months, to a maximum of fifteen (15) days per year, accumulative to a maximum of two hundred seventy-five (275) days. In the event an employee becomes disabled and is eligible to receive disability retirement, the maximum sick leave which the employee may utilize before going on disability retirement shall be 186 days.

Upon return to duty after the use of sick leave, the employee shall complete the sick leave form for use of said leave and submit it for approval by the responsible administrative authority. The Superintendent may request a doctor's statement. If requested, and a doctor was seen, the member shall provide the Superintendent with a doctor's statement.

- 30.02 Sick leave may be used for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, and for illness or death in the member's immediate family.
- 30.03 For the purpose of this policy, immediate family shall be defined as husband, wife, mother, father, son, daughter, daughter-in-law, son-in-law, sister, brother, grandmother, grandfather or grandchildren of either the member or his/her spouse or any family member living in the member's household. Up to three (3) sick days leave is the normal use for death in the immediate family and for anyone living in the member's household.

- 30.04 In the event an employee is on sick leave for more than ten (10) consecutive days, the Board shall have the right to require the employee to submit to a medical examination by a physician of the Board's choice. In such event, the Board shall pay the full cost of the examination.
- 30.05 In addition to the statutory requirement of the Ohio Revised Code 3319.141, it shall be the policy of the Board to grant sick leave advance up to the maximum an individual can earn from date of request through the contract year, provided said member has sufficient pay in reserve to cover the days advanced. This request can be made once each school year. Under no circumstances can the Board grant a member an advance in excess of the maximum provided by law.
- 30.06 The maximum number of accumulated sick leave days shall be two hundred seventy-five (275) days.
- 30.07 Members may use sick leave in fractions of a work day as follows:
- |          |   |  |
|----------|---|--|
| .25 day  | = | 0 hours 0 minutes to 1 hour 53 minutes   |
| .50 day  | = | 1 hour 54 minutes to 3 hours 45 minutes  |
| .75 day  | = | 3 hours 46 minutes to 5 hours 38 minutes |
| 1.00 day | = | 5 hours 39 minutes to 7 hours 30 minutes |

### **ARTICLE 31** **CHILD CARE LEAVE**

- 31.01 Upon request, each member shall have the right to an unpaid leave of absence to care for a newly-born infant or newly-adopted child. If requested, the leave shall be for no more than the remainder of the school year in which it is initiated except that a leave of absence at the option of the member will be extended until the end of the first grading period at the high school or the fall elementary conferences at the elementary school if the delivery date is between May 15 and June 30. July 1 will be used for the purposes of this article as the beginning of the school year.
- 31.02 The member shall request child care leave in writing at least sixty (60) days prior to the anticipated date of the birth of the baby, and, in the case of adoption, when the notice of adoption is first received. The leave request shall specify the beginning and ending dates of the leave. The ending date of any child care leave shall coincide with the first teacher work day of a grading period.
- 31.03 The Board may allow a member to return at any other mutually agreed upon time.
- 31.04 The member returning from a child care leave shall be returned to a position for which he/she is certificated.
- 31.05 The granting of child care leave shall not extend a limited contract past its term.
- 31.06 If a member on leave pursuant to this provision of the contract wishes to continue any or all of the insurance benefits offered by the Board, he/she may do so provided he/she pays, in advance, to the Treasurer each month the full amount of the monthly premium for the insurance benefits he/she wishes to maintain.

**ARTICLE 32**  
**PERSONAL LEAVE**

32.01 The Forest Hills School District provides personal leave for members of the bargaining unit for necessities that cannot be accomplished outside of the regular school hours. Four days of personal leave may be granted per school year, two of which may be for private concerns. Private concern personal leave days are not to be used back-to-back or on consecutive calendar work days. Private concern personal leave is not to be used for any reason which the staff member knows would not be approved if the reason were given.

Personal leave shall not be used to extend professional leave, for holidays or vacation, for recreation or for pursuing or engaging in employment elsewhere unless approved by the Superintendent or designee.

32.02 The personal leave request is to be made out in triplicate and submitted to the building principal at least three school days before the leave is needed. The principal then forwards the leave request with his/her recommendation to the Superintendent or designee where it is subject to approval/disapproval. Following action by the Superintendent/designee, one copy is returned to the principal, one copy to the person requesting leave and one copy is retained in the personnel file.

32.03 All requests for personal leave shall be acted upon and returned to the member as soon as possible.

32.04 Personal leave will not be taken within one school day of the beginning or end of a vacation period, holiday or professional day unless specifically requested and then approved by the Superintendent or designee.

32.05 Personal leave beyond four days can only be taken when a special request is submitted to the Superintendent and approved by the Superintendent or designee.

32.06 In an emergency, when a personal leave request cannot be filed in advance as provided herein, the Superintendent/designee may grant personal leave if the reason is approved by him/her.

32.07 Approval of all personal leave will be based upon the adequacy of the stated reasons and availability of substitute teachers. A reasonable effort should be made to secure substitute teachers. Personal leave may be utilized in full day or half day increments.

32.08 It is, under law, the obligation of the Board to guard against abuse of this policy, and it is the responsibility of the party to interpret this policy reasonably and equitably.

32.09 Members may use personal leave in fractions of a work day as follows:

.50 day	=	0 hours 0 minutes to 3 hours 40 minutes
1.00 day	=	3 hours 41 minutes to 7 hours 30 minutes

**ARTICLE 33**  
**SABBATICAL LEAVE**

- 33.01 A member of the bargaining unit who has completed five (5) years of service in the Forest Hills Local School District may, with the permission of the Board and the Superintendent, be granted a leave of absence with partial pay for up to a full school year provided the member presents to the Superintendent for approval a plan for professional growth prior to such leave request and, at the conclusion of the leave, provides evidence that the plan was followed. Further, the member shall agree to return to the district at the end of the leave for a period of at least one (1) year unless the member has completed twenty-five (25) years teaching in this state.
- 33.02 The Board shall not grant said leaves to more than five (5%) percent of the members at any one time. The salary paid the member of the bargaining unit on leave shall not exceed the difference between the pay of the substitute replacing the member on leave and the member's expected salary. Further, no one member shall receive a sabbatical leave more often than once for each five (5) years of service nor receive a second leave when other members who have not been on sabbatical leave have filed a request for such a leave.
- 33.03 If a member on leave pursuant to this provision of the contract wishes to continue any or all of the insurance benefits offered by the Board, he/she may do so provided he/she pays in advance to the Treasurer each month the full amount of the monthly premium for the insurance benefits he/she wishes to maintain.

**ARTICLE 34**  
**FAMILY LEAVE ACT**

The Board and Association agree that the federal law commonly referred to as the Family Leave Act applies to members of the bargaining unit.

**ARTICLE 35**  
**OTHER LEAVES OF ABSENCE**

- 35.01 Leaves of absence without pay may be granted for health, hardship, military or professional reasons when recommended by the Superintendent and approved by the Board.
- 35.02 Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their areas of certification unless otherwise stipulated under specific leave policies.
- 35.03 A member of the bargaining unit applying for a leave of absence for an academic year shall:
- 35.0301 Apply for leave of absence in writing to the Superintendent or designee indicating the reasons for application.
  - 35.0302 Indicate intention, in writing, to return to school system for at least a period of one (1) year following the leave of absence.

- 35.0303 Advise the Superintendent or designee, in writing, no later than April 1 of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all contractual obligations between the member and the Board shall be terminated as of April 2 of the effective year.
- 35.04 If a member on leave pursuant to this provision of the contract wishes to continue any or all of the insurance benefits offered by the Board, he/she may do so provided he/she pays in advance to the Treasurer each month the full amount of the monthly premium for the insurance benefits he/she wishes to maintain.

**ARTICLE 36**  
**METHOD OF PAY**

- 36.01 The Board agrees to provide for members of the bargaining unit Salary divided equally into 24 pays, payable on the 15th and the last day of each month.
- 36.02 All members will be notified of any change in payment dates that may result from holiday recess.
- 37.03 Employees have the option of electronic transfer of their payroll checks. Employees wishing to utilize this option must file a written request to do so and may not withdraw this request until August of the next year unless their employment has ended prior to that date.
- 36.04 At the request of a teacher, the Board will provide payroll deduction for taxes for political subdivisions in Ohio and/or Kentucky or Ohio state income tax.

Requests for payroll deductions made to the Treasurer by September 15 shall be deducted beginning with the October 15 paycheck. Requests made after October 15 but prior to January 15 shall be made beginning with the February 15 paycheck. Requests made any other time will not be honored. Deductions will be limited to the following list:

- Federal Income Tax
- State of Ohio Tax
- State of Kentucky Tax
- State of Indiana Tax
- City Income Tax
- Ohio School District Income Tax
- Medicare
- Tax Sheltered Annuities
- State Teachers Retirement System
- Employee Share of District Health Insurance Premiums
- 125 Plan Payment
- Hamilton County School Employees Credit Union
- Forest Hills Teacher Association Dues
- State Teachers Retirement System Buyback
- United Appeal

**ARTICLE 37**  
**INSURANCE BENEFITS**

37.01 The Board shall provide health insurance through a credible provider. The Board shall contribute the following to the cost of health insurance (or the cost of a fully insured plan):

a. POS Option 2

Effective January 1 of 2015, 2016 and 2017, the Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding December plus the first three and one-half percent (3.5%) of any premium increase (that is, 3.5% of the total monthly premium for single or family coverage in effect in the immediately preceding December).

b. Alternative High Deductible (HD) plan.

- i. Effective January 1, 2014 the Board shall offer the plan identified as "HDHP 4XTP-Embedded" as an alternative. The Board's monthly contribution to the cost of the premium shall be \$388.70 for single coverage and \$1,005.18 for family coverage. Effective January 1 of 2015, 2016, and 2017, the Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding December plus the first three and one-half percent (3.5%) of any premium increase (that is, 3.5% of the total monthly premium for single or family coverage in effect in the immediately preceding December).
- ii. Employees enrolling in the HD Plan shall have individual "Health Savings Accounts," or "HSAs," in accordance with federal law. Employees may contribute to their individual accounts as allowed by law. The Board shall contribute amounts to each employee's HSA in January annually, beginning in 2014, as follows:

Calendar Year	2014	2015	2016	2017
Single Coverage	\$750	\$500	\$400	\$300
Family Coverage	\$1500	\$1000	\$800	\$600

If a member opts to enroll in the HDHP in any calendar year of this Master Contract, he/she shall have his/her HSA credited by the Board with \$750 for a single plan insurance subscriber or \$1500 for a family plan insurance subscriber in his/her initial year of enrollment in the HDHP, which is the calendar year 2014 funding amount. Any additional years that the member is enrolled in the HDHP shall have the HSA funded according to the calendar year chart amount above.

New rates and new coverages are effective January 1 of each school year, unless a different insurance renewal year is mandated by a consortium or state law, in which the case the dates in this section 37.01 will be adjusted accordingly.

The insurance coverage being provided will include the following:

- Standard office visit:
- Prescription drug card:
- Hospital in-patient:
- Outpatient surgery:
- Specialist office visit:
- Emergency Room visit:
- Urgent care:

c. Reopener

If the total premium increase effective January 2015, 2016 or 2017 exceeds twelve percent (12%), the parties shall reopen negotiations about the insurance plan design terms and plan design options.

- 37.02 For the duration of this contract, the Board of Education shall provide the current dental plan or its equivalent with the Board paying 100% of the premium. If the spouse of a member is also an employee of the Board, only one plan shall be provided.
- 37.03 For the duration of this contract, the Board of Education shall provide \$30,000.00/\$60,000.00 A.D. and D. term life insurance for each member of the bargaining unit and pay one hundred percent (100%) of the premium.
- 37.04 Notwithstanding the employee contribution language for hospitalization and major medical insurance set forth above, two district employees, one of whom is eligible for full benefits from the same immediate family who are covered under one family plan for health insurance purposes, shall have one hundred percent (100%) of the family health insurance premium paid by the Board.
- 37.05 Health Insurance Committee - During the term of this agreement, a joint health benefits committee will be formed.

The committee will review and study health care coverage and/or changes in the coverages and will make recommendations in design changes in the plan within the District for cost containment purposes and/or betterment of the plan by three-fourths (3/4) of vote of the full joint committee. The committee will elect a chair and establish its ground rules. The committee will consist of three (3) FHTA representatives, three (3) representatives of the Board and two (2) other employees from other collective bargaining unit(s). Whether to join a consortium, to self-fund insurance and/or the like are decisions for the Board's sole discretion.

Prior to May 1, 2014, the insurance committee will proceed to investigate and recommend a secondary insurance offering, like AFLAC. Any contribution to such secondary insurance shall be paid by the individual employee.

**ARTICLE 38**  
**TUITION REIMBURSEMENT**

- 38.01 All coursework must be graduate hours (or undergraduate if approved in advance) in areas which lead to additional certification or is directly related to a teacher's current teaching assignments. The appropriately certified credit hours will be divided equally into the current pool of forty thousand dollars (\$40,000) to a maximum of two hundred fifty dollars (\$250.00) per credit hour with a maximum of six (6) semester hours in a school year per bargaining unit member.
- 38.02 Reimbursement will be based on semester credit hours with an equivalency of 1.5 quarter hours equaling one (1) semester hour.
- 38.03 All courses credited from July 1 through June 30 will be eligible for the June 30 deadline of the reimbursement period. Example: Coursework taken July 1, 2013 through June 30, 2014 would need to have the paperwork turned in by July 15, 2014.
- 38.04 Paperwork includes transcripts or grade card and proof of payment. A grade of "B" or better in the course or a "Pass" in a pass/fail course is necessary to be eligible for reimbursement.
- 38.05 Reimbursement will be made by September 30. To receive reimbursement a member must be employed by Forest Hills at the time of reimbursement.

**ARTICLE 39**  
**IRS SECTION 125 PLAN**

- 39.01 A Section 125 Plan allowing for the sheltering of the employee's portion of the premium paid by him/her for qualifying insurance and dependent daycare shall be available to members of the bargaining unit. The expanded plan shall be offered with a minimum allocation per year of four hundred dollars (\$400.00) and a maximum allocation of two thousand four hundred dollars (\$2,400.00) for health care and five thousand dollars (\$5,000.00) for dependent care.
- 39.02 The implementation of the plan is conditioned on each of the following:
  - 39.0201 The 125 Plan shall be at no cost to the Board.
  - 39.0202 If a participant ceases to be employed by the Board and has used more funds than he/she has contributed at the time he/she ceases to be employed, the balance of the pledge may be deducted from any money owed the participant by the Board. If the money owed the participant by

Board is not sufficient to pay the overage, the participant shall be responsible for the full amount of the overage.

39.0203 Participation in the 125 Plan shall be voluntary.

**ARTICLE 40**  
**LEAVES OF ABSENCE/EMPLOYEE BENEFITS**

- 40.01 The Forest Hills School District will pay employee benefits on a proportionate basis during an unpaid leave of absence resulting in a partial year of active employment. This proportionate amount will be calculated based on days on payroll versus contract days. The calculation will be based on the 185 day contract year and will affect benefits on a twelve month basis. This procedure will apply to approved unpaid "leaves of absence" or "docked" time of five (5) consecutive days or more.
- 40.02 Example: If a "leave of absence" results in an employee working 128 days and there are 185 days scheduled for the year, the Forest Hills School District would cover 128/185ths of the employee benefits normally covered during the year's employment.

**ARTICLE 41**  
**PARTIAL DAY EMPLOYEE**

- 41.01 Contracted partial day members of the bargaining unit paid on the teachers' salary schedule shall be covered by all provisions of this master contract in proportion to the percentage of a standard contract day which they work except as otherwise specifically provided herein.
- 41.02 Requests for less than a full day assignments may be considered and shall be on a limited basis. The approval of such requests shall be at the discretion of the administration. Any staff member approved for part-time assignment may only return to a full-time assignment if recommended for said full-time assignment by the Superintendent or designee unless a position becomes vacant in an area in which the employee has taught and the employee is currently licensed or certified for the vacant position. A return to full-time must not displace another member of the bargaining unit.

**ARTICLE 42**  
**SEVERANCE/RETIREMENT PAY**

- 42.01 The Board shall provide retirement pay to the members of the bargaining unit upon their retirement from the District who meet the following conditions:
- 42.0101 Ten (10) years of service in the Forest Hills School District or with the state or any of its political subdivisions.
- 42.0102 Participation in and the receipt of benefits from STRS at the time of retirement from the District.
- 42.0103 In order to receive severance pay, a teacher, upon entering his/her last year of teaching, prior to retirement who needs .5 years to 1 year credit for

retirement, must retire at the end of the contract school year. A teacher who is in need of less than .5 years service credit in order to retire may retire no sooner than the end of the first semester (high school and middle school) or at second report card interims (elementary level).

- 42.0104 Maximum payment which shall be made shall be one-quarter (¼) of the accumulated and unused sick leave of a retiree except that employees with two hundred fifty (250) days sick leave accumulation shall be eligible to receive seventy (70) days of severance pay beginning with the 2011-2012 school year.
- 42.02 Such payment shall be based on the member's daily rate of pay at the time of retirement. Payment of retirement pay shall eliminate all sick leave credit accrued by the retiree.
- 42.03 The Forest Hills District shall provide a 403(B) Plan for bargaining unit members.

**ARTICLE 43**  
**SUPERSEVERANCE/RETIREMENT PAY**

- 43.01 Any member who becomes eligible for retirement through STRS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to fifty percent (50%) of his/her unused accumulated sick leave provided the employee retires at the end of the school year in which the member first becomes eligible to retire. Eligibility categories are as follows:
  - 43.0101 Thirty (30) years of eligible service credit at any age.
  - 43.0102 Five (5) years or more of eligible service credit and sixty (60) or more years of age.
- 43.02 Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- 43.03 In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the school year with said resignation being received by the personnel office no later than April 1 of the year the employee first meets any one of the above retirement criteria.
- 43.04 A member must take advantage of this plan whenever he/she first meets any of the criteria for retirement eligibility set forth above or he/she will forfeit the right to this retirement program forever.
- 43.05 Payment under this plan will be made in a lump sum at the time of retirement. The payment will be made as early as possible without requiring the District to borrow funds to meet this financial obligation.

**ARTICLE 44**  
**S.T.R.S. SALARY REDUCTION PICK-UP**

- 44.01 The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System now made by the employee to S.T.R.S. on behalf of the employees in the bargaining unit on the following terms and conditions:
- 44.02 The amount to be picked-up and paid on behalf of each employee shall be the percentage of the employee's compensation determined by S.T.R.S. to be the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- 44.03 The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- 44.04 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.
- 44.05 Said "pick-up" shall not result in additional cost to the Board of Education.

**ARTICLE 45**  
**SERVICE CREDIT ANNIVERSARY DATE**

A partial year of service will be credited as a whole year when a member of the bargaining unit completes one hundred and twenty (120) or more contractual days within a school year (including substitute teaching) and shall be reflected on that member's salary schedule placement in subsequent school years in accordance with Section 3319.09(B). Service by bargaining unit members of one hundred and twenty (120) days or more during school years 2010-11, 2011-12 and 2012-13 shall not be treated as years of experience for the purpose of the salary schedule and for that purpose only.

**ARTICLE 46**  
**TRAINING STEP ADJUSTMENT DATES**

- 46.01 It is agreed that members of the bargaining unit who earn an additional degree or the appropriate number of college credits to advance to the next horizontal level of training on the salary schedule shall be placed upon such step when documentation of the additional degree and/or college credits is presented to the personnel department via official college or university transcripts.
- 46.02 It is the responsibility of the member so affected to provide the personnel department with the required documentation, no later than September 15 for September 1 salary adjustment and no later than February 15 for a February 1 salary adjustment. The personnel department will no longer provide a written reminder at the annual orientation meeting.

**ARTICLE 47**  
**SALARY SCHEDULES**

47.01 SALARY SCHEDULES

On the salary schedules, any reference to hours shall mean semester credit hours or equivalent quarter hours. (1.5 quarter hours equals one [1] semester hour)

47.0101 The Board shall implement the salary schedules attached hereto and designated Exhibit "A" for the 2014-15, 2015-16, and 2016-17 school years. The base salaries as set forth in Exhibit A reflect a one percent (1%) increase in each year of this Master Contract.

47.0102 A joint committee will be formed to review the supplemental salary schedule by April, 2014 and mutually agreed upon adjustments may be made after ratification by the Association and Board. Supplemental salaries are set forth in Exhibit B and reflect a one percent (1%) increase in each year of this Master Contract.

47.0103 The hourly rate paid for curriculum work shall be \$22.19.

**ARTICLE 48**  
**TUTOR PROVISION**

This provision of the contract applies exclusively to tutors and sets forth all the rights of tutors under this collective bargaining agreement.

48.01 The Board shall implement the tutor salary schedules attached hereto and designated Exhibit "B" for the 2011-2012 and the 2012-2013 school years. No bargaining unit member will advance vertically on the Tutor Salary Schedule for the 2011-12 or 2012-13 school year.

48.02 Only the following articles of this contract apply to tutors:

- A. Grievance Procedure
- B. Personnel Files
- C. Complaint Procedure
- D. Discipline
- E. Termination
- F. Non-Renewal
- G. Evaluation
- H. Assault Leave
- I. Jury Duty
- J. Sick Leave
- K. Child Care Leave
- L. Personal Leave
- M. Sabbatical Leave
- N. Insurance Benefits
- O. Retirement Pay
- P. STRS Salary Reduction Pick-Up
- Q. Superseverance
- R. Tuition Reimbursement

- 48.03 Notwithstanding the above, tutors working less than a full school year or a full work day shall be covered by the above provisions in proportion to the percentage of a standard contract day and year which they work.

**ARTICLE 49**  
**SPECIAL PROVISIONS OF THE SALARY SCHEDULE**

- 49.01 All credit hours for the master's degree and beyond applicable to the MA, MA+15 and MA+30 columns must be in areas which lead to additional certification or are directly related to a teacher's current teaching assignments. All credit hours applicable must be earned at a university or college recognized by the State Department of Education. For this article, the word "beyond" means those hours earned after receipt of a masters degree. If approved in advance by the Superintendent or designee, hours earned prior to obtaining a masters degree may be counted towards placement on the MA+15 or MA+30 column.
- 49.02 Any staff member who qualifies for the 150 hour column, MA, MA+15, MA+30 or doctorate shall submit a request in writing to the personnel office that he/she be advanced on the salary schedule. Official transcripts must be submitted with a letter of request. A teacher must be eligible for the doctorate training column by June 30, 2017. Teachers who are on the doctorate column by June 30, 2017 shall remain on that column and shall continue to advance in years of service on that column.
- 49.03 The Superintendent shall evaluate training and experience of teachers, subject to the approval of the Board of Education. Evidence of an honorable discharge shall be presented to receive credit for military service, and experience credit will be granted to a maximum of five (5) years for military service.
- 49.04 The Forest Hills Board of Education shall grant those longevity steps that appear on the current salary schedule providing the teacher has completed at least six (6) years of service within the Forest Hills School District. Those members of the bargaining unit who are eligible for step seventeen (17), or twenty-two (22), or twenty-seven (27) will be placed on the schedule automatically when they are eligible.
- 49.05 Additional pay may be established for newly created academic and extracurricular duties which extend beyond the normal teaching assignment. The salary for said positions shall be an issue for bargaining during the next negotiations.
- 49.06 Eligibility for the masters degree columns requires that the degree be granted by a university/college recognized by the State Department of Education, and that the program be in an area recognized by the State Department of Education, Division of Teacher Certification.
- 49.07 Any counselor who, at the discretion of the Board, is offered extended service as a counselor, shall receive a supplemental contract for that extended service. The rate of pay for contracts offered shall be at the per diem rate of the individual counselor.
- 49.08 No teacher shall receive experience credit on the salary schedule for service in the District in school years 2010-11, 2011-12, and 2012-13.

**ARTICLE 50**  
**SEVERABILITY**

- 50.01 This contract supersedes and prevails over all statutes of the State of Ohio and all policies, rules and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals have been exhausted, that any provision is unlawful, such provision shall be automatically terminated, but all other provisions of the contract shall remain in full force and effect.
- 50.02 The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and bring the contract into compliance. If the parties are unable to reach agreement over the affected provision, the dispute settlement procedure within this contract shall be utilized to resolve the dispute.

**ARTICLE 51**  
**ATTENDANCE INCENTIVE**

- 51.01 Beginning July 1, 2011, each bargaining unit member who has perfect attendance in a semester after that date shall be paid an additional one hundred-fifty dollars (\$150). Perfect attendance means no use of sick leave, personal leave or unpaid leave (except for such use for military service). Each bargaining unit member who uses no personal leave or unpaid leave (including "dock" days) during an entire school year (July 1-June 30) after that date shall be paid one hundred-fifty dollars (\$150). The payments shall be made in the month that begins after the applicable semester. This Section 51.01 shall terminate and have no force or effect after June 30, 2014 except for any remaining payout attributable to attendance in the 2013-14 school year.

**ARTICLE 52**  
**EXECUTION OF AGREEMENT**

This contract is executed by the duly authorized representatives of the Forest Hills Local School District Board of Education and the Forest Hills Teachers Association on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

FOREST HILLS TEACHERS ASSOCIATION

FOREST HILLS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_

By \_\_\_\_\_

**FOREST HILLS SCHOOL DISTRICT  
SALARY SCHEDULE (38,399 BASE) 2013-2014**

Per ratification of agreement by the Forest Hills Board of Education and the  
Forest Hills Teachers Association

Step	NON DEGREE	BA	BA150	MA	MA+15	MA+30	DOCTORATE
0	34,559	38,399	40,511	42,623	44,735	46,847	48,959
1	36,287	40,319	42,623	44,992	47,128	49,266	51,378
2	38,015	42,239	44,735	47,362	49,519	51,686	53,798
3	39,744	44,159	46,847	49,730	51,912	54,105	56,217
4	41,472	46,079	48,959	52,100	54,304	56,524	58,636
5	43,199	47,999	51,071	54,469	56,696	58,943	61,055
6	44,927	49,919	53,183	56,839	59,089	61,362	63,473
7	46,655	51,839	55,294	59,207	61,481	63,782	65,893
8	48,383	53,759	57,406	61,577	63,873	66,200	68,312
9	50,111	55,679	59,518	63,946	66,265	68,619	70,731
10	51,839	57,599	61,630	66,316	68,658	71,038	73,150
11	53,567	59,518	63,743	68,685	71,050	73,457	75,569
12	55,294	61,438	65,855	71,054	73,442	75,877	77,989
13	57,023	63,358	67,967	73,423	75,835	78,296	80,408
14	58,751	65,278	70,079	75,792	78,227	80,715	82,827
17	59851	66378	71179	76892	79327	81815	83927
22	60951	67478	72279	77992	80427	82915	85027
27	62051	68578	73379	79092	81527	84015	86127

SPECIAL PROVISIONS

All credit hours for the master's degree and beyond applicable to the MA, MA+15, and MA+30 columns must be in areas which lead to additional certification or are directly related to teacher's current teaching assignments. All credit hours applicable must be earned at a university or college recognized by the State Department of Education. For this article, the word "beyond" means those hours earned after receipt of a master's degree. If approved in advance by the superintendent or designee, hours earned prior to obtaining a master's degree may be counted towards placement on the MA+15 and MA+30 columns. For the purpose of this article, "credit hours" refers to semester hours or their equivalent (1.5 quarter hours = 1 semester hour).

Any staff member who qualifies for 150 hour column, MA, MA+15, MA+30 or doctorate shall request in writing to the Human Resources Office that he/she be advanced on the salary schedule. Official transcripts must be submitted with the letter of request.

The superintendent shall evaluate training and experience of teachers, subject to the approval of the Board of Education. Evidence of an honorable discharge shall be presented to receive credit for military service and experience credit will be granted to a maximum of five (5) years for military service.

The Forest Hills Board of Education shall grant those longevity steps that appear on the current salary schedule providing the teacher has completed at least six (6) years of service within the Forest Hills School District. Those members of the bargaining unit who are eligible for step seventeen (\$1,100.00), twenty-two (\$1,100.00) or twenty-seven (\$1,100.00) will be placed on the schedule automatically if they are eligible.

Additional pay may be established for newly created academic and extra-curricular duties which extend beyond the normal teaching assignment. The salary for said positions shall be an issue for bargaining during the next reopener.

Eligibility for the master's degree columns and the doctorate degree column requires that the master's degree be granted by a university/college recognized by the State Department of Education, and that the program be in an area recognized by the State Department of Education, Division of Teacher Certification.

Any counselor who, at the discretion of the Board, is offered extended service as a counselor, shall receive a supplemental contract for that extended service. The rate of pay for contracts offered shall be at the per diem rate of the individual counselor.

**EXHIBIT A**

**FOREST HILLS SCHOOL DISTRICT  
SALARY SCHEDULE (38,783 BASE) 2014-2015**

Per ratification of agreement by the Forest Hills Board of Education and the  
Forest Hills Teachers Association

Step	NON						
	DEGREE	BA	BA150	MA	MA+15	MA+30	DOCTORATE
0	34,905	38,783	40,916	43,049	45,182	47,315	49,449
1	36,650	40,722	43,049	45,442	47,599	49,759	51,892
2	38,395	42,661	45,182	47,836	50,014	52,203	54,336
3	40,141	44,601	47,315	50,227	52,431	54,646	56,779
4	41,887	46,540	49,449	52,621	54,847	57,089	59,222
5	43,631	48,479	51,582	55,014	57,263	59,532	61,666
6	45,376	50,418	53,715	57,407	59,680	61,976	64,108
7	47,122	52,357	55,847	59,799	62,096	64,420	66,552
8	48,867	54,297	57,980	62,193	64,512	66,862	68,995
9	50,612	56,236	60,113	64,585	66,928	69,305	71,438
10	52,357	58,175	62,246	66,979	69,345	71,748	73,882
11	54,103	60,113	64,380	69,372	71,761	74,192	76,325
12	55,847	62,052	66,514	71,765	74,176	76,636	78,769
13	57,593	63,992	68,647	74,157	76,593	79,079	81,212
14	59,339	65,931	70,780	76,550	79,009	81,522	83,655
17	60,439	67,031	71,880	77,650	80,109	82,622	84,755
22	61,539	68,131	72,980	78,750	81,209	83,722	85,855
27	62,639	69,231	74,080	79,850	82,309	84,822	86,955

SPECIAL PROVISIONS

All credit hours for the master's degree and beyond applicable to the MA, MA+15, and MA+30 columns must be in areas which lead to additional certification or are directly related to teacher's current teaching assignments. All credit hours applicable must be earned at a university or college recognized by the State Department of Education. For this article, the word "beyond" means those hours earned after receipt of a master's degree. If approved in advance by the superintendent or designee, hours earned prior to obtaining a master's degree may be counted towards placement on the MA+15 and MA+30 columns. For the purpose of this article, "credit hours" refers to semester hours or their equivalent (1.5 quarter hours = 1 semester hour).

Any staff member who qualifies for 150 hour column, MA, MA+15, MA+30 or doctorate shall request in writing to the Human Resources Office that he/she be advanced on the salary schedule. Official transcripts must be submitted with the letter of request.

The superintendent shall evaluate training and experience of teachers, subject to the approval of the Board of Education. Evidence of an honorable discharge shall be presented to receive credit for military service and experience credit will be granted to a maximum of five (5) years for military service.

The Forest Hills Board of Education shall grant those longevity steps that appear on the current salary schedule providing the teacher has completed at least six (6) years of service within the Forest Hills School District. Those members of the bargaining unit who are eligible for step seventeen (\$1,100.00), twenty-two (\$1,100.00) or twenty-seven (\$1,100.00) will be placed on the schedule automatically if they are eligible.

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Eligibility for the master's degree columns and the doctorate degree column requires that the master's degree be granted by a university/college recognized by the State Department of Education, and that the program be in an area recognized by the State Department of Education, Division of Teacher Certification.

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**EXHIBIT A**

**FOREST HILLS SCHOOL DISTRICT  
SALARY SCHEDULE (39,171 BASE) 2015-2016**  
Per ratification of agreement by the Forest Hills Board of Education and the  
Forest Hills Teachers Association

Step	NON						
	DEGREE	BA	BA150	MA	MA+15	MA+30	DOCTORATE
0	35,254	39,171	41,325	43,479	45,634	47,788	49,943
1	37,017	41,129	43,479	45,896	48,075	50,257	52,411
2	38,779	43,088	45,634	48,314	50,514	52,725	54,879
3	40,542	45,047	47,788	50,729	52,955	55,192	57,347
4	42,306	47,005	49,943	53,147	55,395	57,660	59,814
5	44,067	48,964	52,098	55,564	57,836	60,127	62,283
6	45,830	50,922	54,252	57,981	60,277	62,596	64,749
7	47,593	52,881	56,405	60,397	62,717	65,064	67,218
8	49,356	54,840	58,560	62,815	65,157	67,531	69,685
9	51,118	56,798	60,714	65,231	67,597	69,998	72,152
10	52,881	58,757	62,868	67,649	70,038	72,465	74,621
11	54,644	60,714	65,024	70,066	72,479	74,934	77,088
12	56,405	62,673	67,179	72,483	74,918	77,402	79,557
13	58,169	64,632	69,333	74,899	77,359	79,870	82,024
14	59,932	66,590	71,488	77,316	79,799	82,337	84,492
17	61,032	67,690	72,588	78,416	80,899	83,437	85,592
22	62,132	68,790	73,688	79,516	81,999	84,537	86,692
27	63,232	69,890	74,788	80,616	83,099	85,637	87,792

SPECIAL PROVISIONS

All credit hours for the master's degree and beyond applicable to the MA, MA+15, and MA+30 columns must be in areas which lead to additional certification or are directly related to teacher's current teaching assignments. All credit hours applicable must be earned at a university or college recognized by the State Department of Education. For this article, the word "beyond" means those hours earned after receipt of a master's degree. If approved in advance by the superintendent or designee, hours earned prior to obtaining a master's degree may be counted towards placement on the MA+15 and MA+30 columns. For the purpose of this article, "credit hours" refers to semester hours or their equivalent (1.5 quarter hours = 1 semester hour).

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The Forest Hills Board of Education shall grant those longevity steps that appear on the current salary schedule providing the teacher has completed at least six (6) years of service within the Forest Hills School District. Those members of the bargaining unit who are eligible for step seventeen (\$1,100.00), twenty-two (\$1,100.00) or twenty-seven (\$1,100.00) will be placed on the schedule automatically if they are eligible.

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Eligibility for the master's degree columns and the doctorate degree column requires that the master's degree be granted by a university/college recognized by the State Department of Education, and that the program be in an area recognized by the State Department of Education, Division of Teacher Certification.

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**EXHIBIT A**

**FOREST HILLS SCHOOL DISTRICT  
SALARY SCHEDULE (39,583 BASE) 2016-2017**  
Per ratification of agreement by the Forest Hills Board of Education and the  
Forest Hills Teachers Association

Step	NON						
	DEGREE	BA	BA150	MA	MA+15	MA+30	DOCTORATE
0	35,607	39,563	41,738	43,914	46,090	48,266	50,442
1	37,387	41,540	43,914	46,355	48,556	50,760	52,935
2	39,167	43,519	46,090	48,797	51,019	53,252	55,428
3	40,947	45,497	48,266	51,236	53,485	55,744	57,920
4	42,729	47,475	50,442	53,678	55,949	58,237	60,412
5	44,508	49,454	52,619	56,120	58,414	60,728	62,906
6	46,288	51,431	54,795	58,561	60,880	63,222	65,396
7	48,069	53,410	56,969	61,001	63,344	65,715	67,890
8	49,850	55,388	59,146	63,443	65,809	68,206	70,382
9	51,629	57,366	61,321	65,883	68,273	70,698	72,874
10	53,410	59,345	63,497	68,325	70,738	73,190	75,367
11	55,190	61,321	65,674	70,767	73,204	75,683	77,859
12	56,969	63,300	67,851	73,208	75,667	78,176	80,353
13	58,751	65,278	70,026	75,648	78,133	80,669	82,844
14	60,531	67,256	72,203	78,089	80,597	83,160	85,337
17	61,631	68,356	73,303	79,189	81,697	84,260	86,437
22	62,731	69,456	74,403	80,289	82,797	85,360	87,537
27	63,831	70,556	75,503	81,389	83,897	86,460	88,637

SPECIAL PROVISIONS

All credit hours for the master's degree and beyond applicable to the MA, MA+15, and MA+30 columns must be in areas which lead to additional certification or are directly related to teacher's current teaching assignments. All credit hours applicable must be earned at a university or college recognized by the State Department of Education. For this article, the word "beyond" means those hours earned after receipt of a master's degree. If approved in advance by the superintendent or designee, hours earned prior to obtaining a master's degree may be counted towards placement on the MA+15 and MA+30 columns. For the purpose of this article, "credit hours" refers to semester hours or their equivalent (1.5 quarter hours = 1 semester hour).

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## EXHIBIT B

FOREST HILLS SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE  
2014-2015

	Position	Base	3rd	6th	9th	12th
<b>Fall Sports</b>	HS Cross Country	2,631	2,985	3,333	3,684	4,053
	HS Asst. Cross Country	1,490	1,930	2,389	2,808	3,087
	7/8 Cross Country	1,402	1,697	1,990	2,282	2,511
	7/8 Asst. Cross Country	1,169	1,465	1,763	2,067	2,276
	HS Head Football	6,430	6,900	7,661	8,422	9,263
	HS Varsity Football Coordinator	478	503	526	551	607
	HS Asst. Football	3,773	4,268	4,768	5,266	5,791
	HS Head Frosh Football*	2,943	3,220	3,494	3,773	4,151
	HS Asst. Frosh Football*	2,679	2,802	2,927	3,052	3,357
	7/8 Head Football	2,943	3,220	3,494	3,773	4,151
	7/8 Asst. Football	2,194	2,456	2,720	2,985	3,281
	HS Golf	2,194	2,426	2,661	2,895	3,187
	HS Reserve Golf	1,295	1,434	1,572	1,834	2,019
	HS Soccer	4,282	4,903	5,525	6,143	6,758
	HS Asst. Soccer	2,294	2,494	2,691	2,895	3,187
	HS Reserve Soccer	2,294	2,494	2,691	2,895	3,187
	Freshman Soccer	2,294	2,494	2,691	2,895	3,187
	HS Tennis (G)	2,194	2,426	2,661	2,895	3,187
	HS Reserve Tennis (G)	1,295	1,434	1,572	1,834	2,019
	HS Volleyball	3,647	3,955	4,259	4,563	5,017
	HS Asst. Volleyball	2,737	2,892	3,043	3,194	3,513
	HS Reserve Volleyball	2,737	2,892	3,043	3,194	3,513
	Freshman Volleyball	2,737	2,892	3,043	3,194	3,513
	7/8 Volleyball	2,510	2,661	2,815	2,966	3,263
	HS Cheerleading Var F/B	2,283	2,477	2,674	2,884	3,172
	HS Cheerleading Reserve F/B	1,600	1,732	1,870	2,018	2,220
	HS Cheerleading Frosh F/B	1,371	1,486	1,604	1,729	1,901
	7/8 Cheerleading F/B	1,371	1,486	1,604	1,729	1,901
	*with summer practice = + 734					
<b>Winter Sports</b>	HS Basketball Varsity	5,786	6,231	6,768	7,299	8,031
	HS Asst. Varsity Basketball	4,111	4,524	4,941	5,361	5,899
	HS Reserve Basketball	4,111	4,524	4,941	5,361	5,899
	HS Frosh Basketball	2,850	3,128	3,409	3,684	4,053
	7/8 Basketball	2,501	2,861	2,823	2,985	3,281
	HS Gymnastics (G)	4,111	4,525	4,941	5,361	5,899
	HS Asst. Gymnastics (G)	2,283	2,433	2,586	2,737	3,012
	7/8 Head Gymnastics (G)	2,283	2,433	2,586	2,737	3,012
	7/8 Asst. Gymnastics (G)	2,012	2,131	2,258	2,396	2,633
	HS Swim	3,684	4,154	4,620	5,089	5,599
	HS Diving Coach	1,755	1,871	1,990	2,105	2,316
	HS Wrestling (B)	5,702	6,200	6,606	7,016	7,719
	HS Asst. Wrestling (B)	3,510	3,773	4,036	4,298	4,728
	7/8 Head Wrestling (B)	2,501	2,661	2,823	2,985	3,281
	7/8 Asst. Wrestling	2,283	2,433	2,586	2,737	3,012
	HS Cheerleading (Var. Basketball)	2,283	2,477	2,674	2,884	3,172
	HS Cheerleading (Res. Basketball)	1,600	1,732	1,870	2,018	2,220
	HS Cheerleading (Frosh Basketball)	1,371	1,486	1,604	1,729	1,901
	7/8 Cheerleading (Basketball)	1,371	1,486	1,604	1,729	1,901
	HS Dance Coach	2,283	2,477	2,674	2,884	3,172
	Academic Team Adviser	1,402	1,528	1,663	1,814	1,998
	Bowling Coach	1,600	1,732	1,870	2,018	2,220

<u>Position</u>	<u>Base</u>	<u>3rd</u>	<u>6th</u>	<u>9th</u>	<u>12th</u>
<b>Spring Sports</b>					
HS Baseball (B)	3,510	3,860	4,213	4,563	5,017
HS Baseball Varsity Asst. (B)	2,587	2,679	2,764	2,850	3,135
HS Reserve Baseball (B)	2,587	2,679	2,764	2,850	3,135
HS Frosh Baseball	2,035	2,122	2,207	2,294	2,523
HS Softball	3,510	3,860	4,213	4,563	5,017
HS Asst. Softball	2,587	2,679	2,764	2,850	3,135
HS Reserve Softball	2,587	2,679	2,764	2,850	3,135
7/8 Softball	2,012	2,069	2,132	2,197	2,418
HS Tennis (B)	2,194	2,426	2,661	2,895	3,187
HS Reserve Tennis (B)	1,295	1,434	1,572	1,834	2,019
HS Track	3,684	4,327	4,973	5,616	6,177
HS Asst. Track	2,631	2,925	3,220	3,510	3,859
7/8 Track	2,105	2,338	2,572	2,808	3,087
7/8 Asst. Track	1,755	2,019	2,282	2,544	2,798
HS Strength Coach	572	572	572	572	627
HS Asst. Strength Coach	427	427	427	427	472

<u>High School</u>	<u>Position</u>	<u>Salary</u>	<u>10th</u>
	Athletics Assistant	2,405	2,647
	Fitness Center Coordinator	9,624	10,587
	HS Drama Adviser	2,337	2,572
	HS Newspaper Adviser	2,456	2,699
	HS Literary Magazine Adviser	640	704
	HS Student Council Adviser	1,395	1,535
	HS Yearbook Adviser	2,985	3,281
	HS Auxiliary Units Adviser	1,755	1,930
	HS Band Director	6,316	6,946
	HS Assistant Band Director	3,158	3,475
	HS Percussion adviser	2,012	2,214
	HS Orchestra Director	1,233	1,355
	Auditorium Coordinator	2,143	2,357
	Key Club	803	885
	HS/MS WebMaster	671	737
	HS Intramural Bowling Adviser	1,023	1,125

<u>Middle School</u>	<u>7/8 Study Tables Supervisor</u>	<u>22.19/hour</u>	
	7/8 Drama Adviser	914	1,006
	7/8 Activity Coordinator	4,413	4,854
	7/8 Student Council Adviser	1,395	1,535
	7/8 Yearbook Adviser	2,384	2,621
	7/8 Intramural Basketball Adviser	179	198
	7/8 Intramural Bowling Adviser	602	662
	7/8 Intramural Golf Adviser	181	198
	7/8 Intramural Ping Pong Adviser	181	198
	7/8 Intramural Tennis Adviser	181	198
	7/8 Intramural Volleyball Adviser	181	198
	7/8 Chess Club Adviser	181	198
	7/8 Computer Club Adviser	361	398
	7/8 Drama Club Adviser	885	972
	7/8 Art Club Adviser	480	529
	Computer Coordinator	1,406	1,546

	<u>Position</u>	<u>Salary</u>	<u>10th</u>
<u>Elementary</u>	Elem. Web Master	403	442
	Elem. Yearbook Adviser	323	357
	Elem. Newspaper Adviser	261	287
	Elem. Student Council Adviser	648	713
	Elem. Computer Coordinator	1,096	1,205
	Crossing Guard	1,857	2,042
<u>District</u>	Aquatics Director	4,671	5,136
	Friday/Saturday School Supervisor	21.22/hr	
	Secondary Summer School Coordinator	2,798	3,079
	Elementary Summer School Coordinator	1,950	2,144
	District Summer Chorus Director	983	1,080
	District Orchestra Program Adviser	375	412
	Head Nurse	2,074	2,282
	Game Manager	17.44/hour	
	Ticket Taker	13.94/hour	
<u>Department Chairpersons</u>	1-7 Teachers in Department	2,544	2,798
	8-12 Teachers in Department	2,985	3,281
	13-19 Teachers in Department	3,422	3,766
	20+ Teachers in Department	3,859	4,245
	Music Chairperson	9,081	9,991
<u>Musicals</u>	Stage Director	1,170	1,286
	Vocal Music Director	1,000	1,099
	Orchestra Director	859	941
	Producer	1,001	1,100
<u>Camp Kern</u>	Camp Kern Director	164/day	
	Camp Kern Activity Coordinator	124/day	
	Camp Kern Unit Leader	63/day	
	Camp Kern Teacher	42/day	

11/3/2009

## EXHIBIT B

FOREST HILLS SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE  
2015-2016

	<u>Position</u>	<u>Base</u>	<u>3rd</u>	<u>6th</u>	<u>9th</u>	<u>12th</u>	
<u>Fall Sports</u>	HS Cross Country	2,657	3,015	3,366	3,721	4,094	
	HS Asst. Cross Country	1,505	1,949	2,393	2,836	3,118	
	7/8 Cross Country	1,416	1,714	2,010	2,305	2,536	
	7/8 Asst. Cross Country	1,181	1,480	1,781	2,088	2,299	
	HS Head Football	6,494	6,969	7,738	8,506	9,356	
	HS Varsity Football Coordinator	483	508	531	557	613	
	HS Asst. Football	3,811	4,311	4,816	5,319	5,849	
	HS Head Frosh Football*	2,972	3,252	3,529	3,811	4,193	
	HS Asst. Frosh Football*	2,706	2,830	2,956	3,083	3,391	
	7/8 Head Football	2,972	3,252	3,529	3,811	4,193	
	7/8 Asst. Football	2,215	2,481	2,747	3,015	3,314	
	HS Golf	2,215	2,450	2,688	2,924	3,219	
	HS Reserve Golf	1,308	1,448	1,588	1,852	2,039	
	HS Soccer	4,325	4,952	5,580	6,204	6,826	
	HS Asst. Soccer	2,317	2,519	2,718	2,924	3,219	
	HS Reserve Soccer	2,317	2,519	2,718	2,924	3,219	
	Freshman Soccer	2,317	2,519	2,718	2,924	3,219	
	HS Tennis (G)	2,216	2,450	2,688	2,924	3,219	
	HS Reserve Tennis (G)	1,308	1,448	1,588	1,852	2,039	
	HS Volleyball	3,683	3,995	4,302	4,609	5,067	
	HS Asst. Volleyball	2,764	2,921	3,073	3,226	3,548	
	HS Reserve Volleyball	2,764	2,921	3,073	3,226	3,548	
	Freshman Volleyball	2,764	2,921	3,073	3,226	3,548	
	7/8 Volleyball	2,535	2,688	2,843	2,996	3,296	
	HS Cheerleading Var F/B	2,306	2,502	2,701	2,913	3,204	
	HS Cheerleading Reserve F/B	1,616	1,749	1,889	2,038	2,242	
	HS Cheerleading Frosh F/B	1,385	1,501	1,620	1,746	1,920	
	7/8 Cheerleading F/B	1,385	1,501	1,620	1,746	1,920	
		*with summer practice = + 741					
	<u>Winter Sports</u>	HS Basketball Varsity	5,844	6,293	6,836	7,372	8,111
HS Asst. Varsity Basketball		4,152	4,569	4,990	5,415	5,958	
HS Reserve Basketball		4,152	4,569	4,990	5,415	5,958	
HS Frosh Basketball		2,879	3,159	3,443	3,721	4,094	
7/8 Basketball		2,526	2,688	2,851	3,015	3,314	
HS Gymnastics (G)		4,152	4,570	4,990	5,415	5,958	
HS Asst. Gymnastics (G)		2,306	2,457	2,612	2,764	3,042	
7/8 Head Gymnastics (G)		2,306	2,457	2,612	2,764	3,042	
7/8 Asst. Gymnastics (G)		2,032	2,152	2,281	2,420	2,659	
HS Swim		3,721	4,196	4,666	5,140	5,655	
HS Diving Coach		1,773	1,890	2,010	2,126	2,339	
HS Wrestling (B)		5,759	6,262	6,672	7,086	7,796	
HS Asst. Wrestling (B)		3,545	3,811	4,076	4,341	4,775	
7/8 Head Wrestling (B)		2,526	2,688	2,851	3,015	3,314	
7/8 Asst. Wrestling		2,306	2,457	2,612	2,764	3,042	
HS Cheerleading (Var. Basketball)		2,306	2,502	2,701	2,913	3,204	
HS Cheerleading (Res. Basketball)		1,616	1,749	1,889	2,038	2,242	
HS Cheerleading (Frosh Basketball)		1,385	1,501	1,620	1,746	1,920	
7/8 Cheerleading (Basketball)		1,385	1,501	1,620	1,746	1,920	
HS Dance Coach		2,306	2,502	2,701	2,913	3,204	
Academic Team Adviser		1,416	1,543	1,680	1,832	2,016	
Bowling Coach		1,616	1,749	1,889	2,038	2,242	

<u>Position</u>	<u>Base</u>	<u>3rd</u>	<u>6th</u>	<u>9th</u>	<u>12th</u>
<b><u>Spring Sports</u></b>					
HS Baseball (B)	3,545	3,899	4,255	4,609	5,067
HS Baseball Varsity Asst. (B)	2,613	2,706	2,792	2,879	3,166
HS Reserve Baseball (B)	2,613	2,706	2,792	2,879	3,166
HS Frosh Baseball	2,055	2,143	2,229	2,317	2,548
HS Softball	3,545	3,899	4,255	4,609	5,067
HS Asst. Softball	2,613	2,706	2,792	2,879	3,166
HS Reserve Softball	2,613	2,706	2,792	2,879	3,166
7/8 Softball	2,032	2,090	2,153	2,219	2,442
HS Tennis (B)	2,216	2,450	2,688	2,924	3,219
HS Reserve Tennis (B)	1,308	1,448	1,588	1,852	2,039
HS Track	3,721	4,370	5,023	5,672	6,239
HS Asst. Track	2,657	2,954	3,252	3,645	3,898
7/8 Track	2,126	2,361	2,598	2,836	3,118
7/8 Asst. Track	1,773	2,039	2,305	2,569	2,826
HS Strength Coach	578	578	578	578	633
HS Asst. Strength Coach	431	431	431	431	477

<u>High School</u>	<u>Position</u>	<u>Salary</u>	<u>10th</u>
	Athletics Assistant	2,429	2,673
	Fitness Center Coordinator	9,720	10,693
	HS Drama Adviser	2,360	2,598
	HS Newspaper Adviser	2,481	2,726
	HS Literary Magazine Adviser	647	711
	HS Student Council Adviser	1,409	1,550
	HS Yearbook Adviser	3,015	3,314
	HS Auxiliary Units Adviser	1,773	1,949
	HS Band Director	6,379	7,015
	HS Assistant Band Director	3,190	3,510
	HS Percussion adviser	2,032	2,236
	HS Orchestra Director	1,245	1,369
	Auditorium Coordinator	2,164	2,381
	Key Club	811	894
	HS/MS WebMaster	678	744
	HS Intramural Bowling Adviser	1,033	1,136

<u>Middle School</u>	<u>7/8 Study Tables Supervisor</u>	<u>22.19/hour</u>	
	7/8 Drama Adviser	923	1,016
	7/8 Activity Coordinator	4,457	4,903
	7/8 Student Council Adviser	1,409	1,550
	7/8 Yearbook Adviser	2,408	2,647
	7/8 Intramural Basketball Adviser	181	200
	7/8 Intramural Bowling Adviser	608	669
	7/8 Intramural Golf Adviser	183	200
	7/8 Intramural Ping Pong Adviser	183	200
	7/8 Intramural Tennis Adviser	183	200
	7/8 Intramural Volleyball Adviser	183	200
	7/8 Chess Club Adviser	183	200
	7/8 Computer Club Adviser	365	402
	7/8 Drama Club Adviser	894	982
	7/8 Art Club Adviser	485	534
	Computer Coordinator	1,420	1,561

	<u>Position</u>	<u>Salary</u>	<u>10th</u>
<u>Elementary</u>	Elem. Web Master	407	446
	Elem. Yearbook Adviser	326	361
	Elem. Newspaper Adviser	264	290
	Elem. Student Council Adviser	654	720
	Elem. Computer Coordinator	1,107	1,217
	Crossing Guard	1,876	2,062
<u>District</u>	Aquatics Director	4,718	5,187
	Friday/Saturday School Supervisor	21.43/hr	
	Secondary Summer School Coordinator	2,826	3,110
	Elementary Summer School Coordinator	1,970	2,165
	District Summer Chorus Director	993	1,091
	District Orchestra Program Adviser	379	416
	Head Nurse	2,095	2,305
	Game Manager	17.61/hour	
	Ticket Taker	14.08/hour	
<u>Department Chairpersons</u>	1-7 Teachers in Department	2,569	2,826
	8-12 Teachers in Department	3,015	3,314
	13-19 Teachers in Department	3,456	3,804
	20+ Teachers in Department	3,898	4,287
	Music Chairperson	9,172	10,091
<u>Musicals</u>	Stage Director	1,182	1,299
	Vocal Music Director	1,010	1,110
	Orchestra Director	868	950
	Producer	1,011	1,111
<u>Camp Kern</u>	Camp Kern Director	166/day	
	Camp Kern Activity Coordinator	125/day	
	Camp Kern Unit Leader	64/day	
	Camp Kern Teacher	42/day	

11/3/2009

EXHIBIT B

FOREST HILLS SCHOOL DISTRICT  
 SUPPLEMENTAL SALARY SCHEDULE  
 2016-2017

	<u>Position</u>	<u>Base</u>	<u>3rd</u>	<u>6th</u>	<u>9th</u>	<u>12th</u>
<b><u>Fall Sports</u></b>	HS Cross Country	2,684	3,045	3,400	3,759	4,135
	HS Asst. Cross Country	1,520	1,969	2,417	2,864	3,149
	7/8 Cross Country	1,430	1,731	2,030	2,328	2,561
	7/8 Asst. Cross Country	1,192	1,495	1,798	2,109	2,322
	HS Head Football	6,559	7,039	7,815	8,591	9,449
	HS Varsity Football Coordinator	488	513	537	563	619
	HS Asst. Football	3,849	4,354	4,864	5,372	5,908
	HS Head Frosh Football*	3,002	3,285	3,564	3,849	4,235
	HS Asst. Frosh Football*	2,733	2,858	2,986	3,114	3,425
	7/8 Head Football	3,002	3,285	3,564	3,849	4,235
	7/8 Asst. Football	2,238	2,505	2,774	3,045	3,347
	HS Golf	2,238	2,475	2,715	2,953	3,251
	HS Reserve Golf	1,321	1,463	1,604	1,871	2,060
	HS Soccer	4,368	5,001	5,636	6,266	6,894
	HS Asst. Soccer	2,340	2,544	2,745	2,953	3,251
	HS Reserve Soccer	2,340	2,544	2,745	2,953	3,251
	Freshman Soccer	2,340	2,544	2,745	2,953	3,251
	HS Tennis (G)	2,238	2,475	2,715	2,953	3,251
	HS Reserve Tennis (G)	1,321	1,463	1,604	1,871	2,060
	HS Volleyball	3,720	4,035	4,345	4,655	5,118
	HS Asst. Volleyball	2,792	2,950	3,104	3,258	3,584
	HS Reserve Volleyball	2,792	2,950	3,104	3,258	3,584
	Freshman Volleyball	2,792	2,950	3,104	3,258	3,584
	7/8 Volleyball	2,560	2,715	2,871	3,026	3,329
	HS Cheerleading Var F/B	2,329	2,527	2,728	2,942	3,236
	HS Cheerleading Reserve F/B	1,632	1,767	1,908	2,059	2,265
	HS Cheerleading Frosh F/B	1,399	1,516	1,636	1,764	1,939
	7/8 Cheerleading F/B	1,399	1,516	1,636	1,764	1,939
	*with summer practice = + 748					
<b><u>Winter Sports</u></b>	HS Basketball Varsity	5,903	6,356	6,904	7,446	8,192
	HS Asst. Varsity Basketball	4,194	4,615	5,040	5,469	6,018
	HS Reserve Basketball	4,194	4,615	5,040	5,469	6,018
	HS Frosh Basketball	2,907	3,190	3,477	3,759	4,135
	7/8 Basketball	2,551	2,715	2,880	3,045	3,347
	HS Gymnastics (G)	4,194	4,616	5,040	5,469	6,018
	HS Asst. Gymnastics (G)	2,329	2,482	2,638	2,792	3,073
	7/8 Head Gymnastics (G)	2,329	2,482	2,638	2,792	3,073
	7/8 Asst. Gymnastics (G)	2,052	2,174	2,303	2,444	2,686
	HS Swlm	3,759	4,238	4,712	5,192	5,712
	HS Diving Coach	1,790	1,909	2,030	2,147	2,362
	HS Wrestling (B)	5,817	6,325	6,739	7,157	7,874
	HS Asst. Wrestling (B)	3,581	3,849	4,117	4,384	4,823
	7/8 Head Wrestling (B)	2,551	2,715	2,880	3,045	3,347
	7/8 Asst. Wrestling	2,329	2,482	2,638	2,792	3,072
	HS Cheerleading (Var. Basketball)	2,329	2,527	2,728	2,942	3,236
	HS Cheerleading (Res. Basketball)	1,632	1,767	1,908	2,059	2,265
	HS Cheerleading (Frosh Basketball)	1,399	1,516	1,636	1,764	1,939
	7/8 Cheerleading (Basketball)	1,399	1,516	1,636	1,764	1,939
	HS Dance Coach	2,329	2,527	2,728	2,942	3,236
	Academic Team Adviser	1,430	1,558	1,696	1,850	2,036
	Bowling Coach	1,632	1,766	1,908	2,059	2,265

<u>Position</u>	<u>Base</u>	<u>3rd</u>	<u>6th</u>	<u>9th</u>	<u>12th</u>
<b><u>Spring Sports</u></b>					
HS Baseball (B)	3,580	3,938	4,298	4,655	5,118
HS Baseball Varsity Asst. (B)	2,639	2,733	2,820	2,907	3,198
HS Reserve Baseball (B)	2,639	2,733	2,820	2,907	3,198
HS Frosh Baseball	2,076	2,164	2,252	2,340	2,574
HS Softball	3,580	3,938	4,298	4,655	5,118
HS Asst. Softball	2,639	2,733	2,820	2,907	3,198
HS Reserve Softball	2,639	2,733	2,820	2,907	3,198
7/8 Softball	2,052	2,111	2,175	2,241	2,466
HS Tennis (B)	2,238	2,475	2,715	2,953	3,251
HS Reserve Tennis (B)	1,321	1,463	1,604	1,871	2,060
HS Track	3,759	4,414	5,073	5,729	6,301
HS Asst. Track	2,684	2,984	3,285	3,580	3,937
7/8 Track	2,147	2,385	2,624	2,864	3,149
7/8 Asst. Track	1,790	2,060	2,328	2,595	2,854
HS Strength Coach	583	583	583	583	640
HS Asst. Strength Coach	435	435	435	435	481

<u>High School</u>	<u>Position</u>	<u>Salary</u>	<u>10th</u>
	Athletics Assistant	2,453	2,700
	Fitness Center Coordinator	9,817	10,800
	HS Drama Adviser	2,384	2,624
	HS Newspaper Adviser	2,505	2,753
	HS Literary Magazine Adviser	653	718
	HS Student Council Adviser	1,423	1,566
	HS Yearbook Adviser	3,045	3,347
	HS Auxiliary Units Adviser	1,790	1,969
	HS Band Director	6,442	7,085
	HS Assistant Band Director	3,221	3,545
	HS Percussion adviser	2,052	2,258
	HS Orchestra Director	1,257	1,383
	Auditorium Coordinator	2,186	2,405
	Key Club	819	903
	HS/MS WebMaster	685	751
	HS Intramural Bowling Adviser	1,044	1,147

<u>Middle School</u>	<u>Position</u>	<u>Salary</u>	<u>10th</u>
	7/8 Study Tables Supervisor	22.19/hour	
	7/8 Drama Adviser	932	1,026
	7/8 Activity Coordinator	4,501	4,952
	7/8 Student Council Adviser	1,423	1,566
	7/8 Yearbook Adviser	2,432	2,674
	7/8 Intramural Basketball Adviser	182	202
	7/8 Intramural Bowling Adviser	614	676
	7/8 Intramural Golf Adviser	185	202
	7/8 Intramural Ping Pong Adviser	185	202
	7/8 Intramural Tennis Adviser	185	202
	7/8 Intramural Volleyball Adviser	185	202
	7/8 Chess Club Adviser	185	202
	7/8 Computer Club Adviser	369	406
	7/8 Drama Club Adviser	903	992
	7/8 Art Club Adviser	489	539
	Computer Coordinator	1,434	1,577

	<u>Position</u>	<u>Salary</u>	<u>10th</u>
<u>Elementary</u>	Elem. Web Master	411	450
	Elem. Yearbook Adviser	330	365
	Elem. Newspaper Adviser	266	293
	Elem. Student Council Adviser	661	727
	Elem. Computer Coordinator	1,118	1,230
	Crossing Guard	1,895	2,083
<u>District</u>	Aquatics Director	4,765	5,239
	Friday/Saturday School Supervisor	21.64/hr	
	Secondary Summer School Coordinator	2,854	3,141
	Elementary Summer School Coordinator	1,989	2,187
	District Summer Chorus Director	1,003	1,102
	District Orchestra Program Adviser	383	420
	Head Nurse	2,116	2,328
	Game Manager	17.79/hour	
	Ticket Taker	14.22/hour	
<u>Department Chairpersons</u>	1-7 Teachers in Department	2,595	2,854
	8-12 Teachers in Department	3,045	3,347
	13-19 Teachers in Department	3,491	3,842
	20+ Teachers in Department	3,937	4,330
	Music Chairperson	9,263	10,192
<u>Musicals</u>	Stage Director	1,194	1,312
	Vocal Music Director	1,020	1,121
	Orchestra Director	876	960
	Producer	1,021	1,122
<u>Camp Kern</u>	Camp Kern Director	168/day	
	Camp Kern Activity Coordinator	126/day	
	Camp Kern Unit Leader	65/day	
	Camp Kern Teacher	42/day	

11/3/2009

APPENDIX "A"

FOREST HILLS TEACHERS ASSOCIATION  
GRIEVANCE FORM

**Grievance**

**Definition:** Grievance - is a claimed violation, misinterpretation or misapplication of the provisions of the master contract.

**Specify which portion of the above statement applies, giving date, time, persons involved and other facts of the situation being grieved.**

**GRIEVANT:** \_\_\_\_\_ **IMMEDIATE SUPERVISOR:** \_\_\_\_\_

**Classification:** (check one) Individual [ ] Group [ ] Association [ ]

DATE THE CAUSE OF THE GRIEVANCE OCCURRED: \_\_\_\_\_

SECTION(S) OF CONTRACT VIOLATED: \_\_\_\_\_

GRIEVANT(S) DESIRED SOLUTION: \_\_\_\_\_

\_\_\_\_\_  
*Grievant Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

LEVEL 1 GRIEVANCE RECEIVED BY \_\_\_\_\_

*Supervisor*

*Date*

DISPOSITION OF THE GRIEVANCE, LEVEL 1: \_\_\_\_\_

DATE OF DISPOSITION RESPONSE: \_\_\_\_\_ By \_\_\_\_\_

*Signature of Immediate Supervisor*

\_\_\_\_\_  
*Title*

FINAL DATE FOR APPEAL TO LEVEL 2: \_\_\_\_\_



DISPOSITION OF THE GRIEVANCE, LEVEL 3: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF DISPOSITION RESPONSE: \_\_\_\_\_ By \_\_\_\_\_

*Signature*

**Treasurer**

FINAL DATE FOR APPEAL TO LEVEL 4: \_\_\_\_\_

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GROUNDS FOR APPEAL TO LEVEL 4  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSOCIATION REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_ *Date* \_\_\_\_\_

DATE OF APPEAL TO LEVEL 4: \_\_\_\_\_

LEVEL 4 GRIEVANCE RECEIVED BY \_\_\_\_\_ *Date* \_\_\_\_\_

*Central Office Representative*

DISPOSITION OF THE GRIEVANCE, LEVEL 4: (Attach Arbitrator's Report)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TIME EXTENSION FOR LEVEL \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_ AGREED

UPON BY

AND

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

program be in an area recognized by the State Department of Education, Division of Teacher Certification.

- 50.07 Any counselor who, at the discretion of the Board, is offered extended service as a counselor, shall receive a supplemental contract for that extended service. The rate of pay for contracts offered shall be at the per diem rate of the individual counselor.
- 50.08 No teacher shall receive experience credit on the salary schedule for service in the District in school years 2010-11, 2011-12, and 2012-13.

**ARTICLE 51**  
**SEVERABILITY**

- 51.01 This contract supersedes and prevails over all statutes of the State of Ohio and all policies, rules and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals have been exhausted, that any provision is unlawful, such provision shall be automatically terminated, but all other provisions of the contract shall remain in full force and effect.
- 51.02 The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and bring the contract into compliance. If the parties are unable to reach agreement over the affected provision, the dispute settlement procedure within this contract shall be utilized to resolve the dispute.

**ARTICLE 52**  
**ATTENDANCE INCENTIVE**

- 52.01 Beginning July 1, 2011, each bargaining unit member who has perfect attendance in a semester after that date shall be paid an additional one hundred-fifty dollars (\$150). Perfect attendance means no use of sick leave, personal leave or unpaid leave (except for such use for military service). Each bargaining unit member who uses no personal leave or unpaid leave (including "dock" days) during an entire school year (July 1-June 30) after that date shall be paid one hundred-fifty dollars (\$150). The payments shall be made in the month that begins after the applicable semester. This Section 52.01 shall terminate and have no force or effect after June 30, 2013 except for any remaining payout attributable to attendance in the 2013-14 school year.

**ARTICLE 53**  
**EXECUTION OF AGREEMENT**

This contract is executed by the duly authorized representatives of the Forest Hills Local School District Board of Education and the Forest Hills Teachers Association on the 18<sup>th</sup> day of November, 2013.

FOREST HILLS TEACHERS ASSOCIATION

By Monna Bauer

FOREST HILLS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By [Signature]

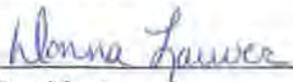
**AGREEMENT ON REOPENER BETWEEN FOREST HILLS LOCAL SCHOOL  
DISTRICT AND FOREST HILLS EDUCATION ASSOCIATION**

The Forest Hills Teachers Association and the Forest Hills Local School District Board of Education agree to the following terms for the 2013-14 school year as a result of the parties' reopener negotiations pursuant to Article 7 of the Master Contract that is in effect from July 1, 2011 through June 30, 2014:

1. The base salary for 2013-14 shall be increased one percent (1%), to \$38,399, retroactive to contract days on or after July 1, 2013. The retroactive payment shall be paid to teachers no later than January 31, 2014. The curriculum pay (hourly rate) and supplemental contract salaries will not be increased for 2013-14. The parties agree to form a joint committee which shall review and recommend any agreed upon changes to the supplemental schedule by April 1, 2014. Recommended changes shall be presented to the Association and Board for ratification. Upon ratification by the parties the changes shall be effective for the 2014-15 school year.
2. No teacher shall receive experience credit for service in the 2012-13 school year, meaning no teacher shall advance vertically on any experience steps for placement on the salary schedule in the 2013-14 school year. Each full-time teacher shall be paid a one-time lump sum of five hundred dollars (\$500) on or before December 13, 2013, payable in a separate check if reasonably possible. The teacher must be on a regular contract and in active pay status at the time the payment is made in order to be eligible for it. Less than full-time teachers shall be paid a prorated one-time lump sum in December, 2013 based on the percentage of their employment to full-time at the beginning of the 2013-14 school year.
3. Article 38 (Insurance Benefits) is revised as attached for the 2013-14 school year.

This Agreement shall become effective as an amendment to the Master Contract after it has been ratified by the FHTA and then approved by the Board of Education.

FOREST HILLS TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
President

November 22, 2013

FOREST HILLS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

November 18, 2013