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MASTER CONTRACT

between the

FOREST HILLS TEACHERS ASSOCIATION

and the

FOREST HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Effective:

JULY 1, 2024 through JUNE 30, 2027

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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 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 and/or teachers 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 or building 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

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.

4.0201 If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

4.0202 The mediation period shall be forty-five (45) calendar days from the first meeting with the mediator. After the forty- five (45) day period has expired and if an agreement has not been reached, then the Impasse Procedures of this Contract shall be deemed to have been completed and an impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses.

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, 2024 through June 30, 2027.

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
ADVISORY COMMITTEES

9.01 BUILDING ADVISORY COMMITTEES

9.0101 Prior to the start of a new school year, the Association will select a Building Advisory Committee for each school building which will meet with the building administrators once every monthly or as needed by mutual consent of the parties during the regular school year to review and discuss building needs and concerns. Said Building Advisory Committee will consist of the following members: Two (2) professional employees in each elementary school, three (3) in each middle school and three (3) in the high school. Additionally, the building principal and (1) assistant principal will be members of the Committee.

9.0102 If the Building Advisory Committee in each building determines that additional members are needed to function effectively, the Building Advisory Committee shall determine the number of additional members, the specialty, if any, and the procedure for selecting the additional members. Whenever possible, agenda items must be submitted to least three (3) days before the Building Advisory Meeting.

9.0103 The Building Advisory Committee shall be advisory only and is intended to assist the principal and the school staff, through the process of open discussion, to

address building needs and concerns. The Committee shall assume the responsibility for being knowledgeable about matters which relate to its function. The Building Advisory Committee shall not have the authority to change or alter the terms of the Master Contract. Anonymous concerns will not be addressed.

9.0104 The Building Advisory Committee shall elect a Chairperson and Recorder at its first meeting each year who shall:

A. The Chairperson shall set the dates for the monthly meetings in consultation with the principal.

B. Notify the certified personnel of the meeting dates.

C. Conduct the meeting.

D. The Recorder shall prepare and distribute minutes of the meeting after agreement by the building principal to the accuracy of said minutes. All members in the building shall receive copies of the minutes of the Building Advisory Committee meetings.

9.0105 If a member training and/or facilitation is requested by the Building Advisory Committee, the Board and the Association shall jointly arrange for such training and/or facilitation.

9.02 DISTRICT ADVISORY COMMITTEE

9.0201 A District Advisory Committee shall be established to facilitate communication between the Association and the District Administration. The purpose of this Committee is to discuss District-wide problems or concerns arising within the District. Its purpose is neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communications regarding concerns pertaining to the smooth functioning of the education system.

9.0202 The Committee will consist of the Association President and two (2) additional designees, Superintendent and two (2) designees. The committee shall meet monthly unless altered by mutual consent. The Superintendent shall be the Chairperson and conduct the meetings.

A. Dates for meetings during the school year shall be established at the first meeting.

B. District Advisory Committee to present discussion items to Chairperson for inclusion on agenda.

C. The Superintendent/Designee shall prepare collaborative agenda with recommendations from the Association President.

D. A recorder shall be designated for each meeting.

E. The Superintendent and FHTA President shall arrange for the preparation and distribution of minutes of the meeting. Minutes shall be distributed to all certified staff.

ARTICLE 10
CALENDAR/WORKDAY

10.01 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.

10.02 The standard contract year shall be 186 days. The Association and administration shall collaborate annually on the use of the additional day (beyond 185).

10.0201 On a teacher work day, prior to the start of school, each member shall have one day to work in his/her individual classroom areas to prepare for the first school day.

10.0202 Elementary Conferences:

- One full contract day for conferences, without students, before winter break
- Four evening conferences – two before winter break and two after winter break
- Half day kindergarten teachers with more than one section shall have one additional day before winter break and one additional day after winter break for conferences with parents.

Middle School Conferences:

- Four evening conferences - two before winter break and two after winter break

High School Conferences:

- Two evening conferences – one before winter break and one after winter break

10.0203 The official closing of schools by the Superintendent on account of severe weather or emergency conditions (calamity days) shall not result in loss of pay. In the event the Superintendent closes the school more than five (5) times for a calamity during the school year, any future calamity days will be worked by bargaining unit members in the following manner:

A. Bargaining unit members' contracted day will be 9:30 a.m. to 2:30 p.m.

B. The day shall be teacher-directed with the exception of ninety (90) minutes which may be reserved for administrative use, if necessary.

C. The only exception for reporting to work would be in the event a Level 2 or Level 3 snow emergency has been declared in the county where the bargaining unit member resides.

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.

10.0204 A minimum of one work day at the end of the first semester and a minimum of one work day at the end of the second semester shall be provided to teachers.

10.0205 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.

10.0206 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.

10.03 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.

10.04 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.

10.0401 In addition, the members' regular workday may be extended at times by their supervisors to ensure 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, middle, and high school) shall be used to determine how this article applies to each individual teacher.

10.0402 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.

10.05 Notwithstanding the meetings addressed in Article 10.04, no member shall be required to attend more than four (4) meetings or school functions such as: Open House, P.T.A./PTO, Sports Night, or Meet the Teacher, etc., occurring outside the contract day. Except in emergency situations, reasonable advance notice shall be given to members of any extended workday or evening function.

ARTICLE 11
PLANNING TIME AND PREPARATIONS

11.01 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. Every effort will be made to provide all other teachers with one (1) planning/conference period during the student day. Every effort will be made to ensure that planning/conference time is in at least 30-minute increments.

Prior to the start of each school year, a schedule will be shared with all teachers delineating when the intended 300 minutes of planning/conference time will occur during the contracted day.

One (1) time per week, teacher contracted time prior to student arrival will be dedicated to teacher-directed planning time.

11.02 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. Every effort will be made to provide thirty (30) minutes to traveling teachers. Any teacher who has to travel as part of their teaching duties and has less than 300 minutes of plan time each week will not be assigned a regular, non-teaching duty.

11.03 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 Human Resources administrator 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.

11.04 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 or designee.

ARTICLE 12
EVALUATION

12.01 Teachers/Counselors shall be evaluated as follows:

A. The following shall govern the frequency of evaluations:

Most Recent Rating	Continuing Contract	Limited Contract
Accomplished	Once every 3 years*	At least once every 2 years*
Skilled	Once every 2 years*	At least once every 2 years*
Developing or Ineffective	Every year	Every year

*So long as the teacher is making progress on their Professional Growth Plan.

B. In any year that a teacher is not formally evaluated pursuant as a result of receiving a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation, a credentialed evaluator shall conduct at least one informal observation of the teacher and hold at least one conference with the teacher.

C. Teachers who are not required to be evaluated using OTES will continue to be evaluated using the Forest Hills/Danielson model.

D. Teachers shall not be evaluated if they have provided a written resignation for retirement purposes, so long as it has been approved by the Board by December 1.

E. Teachers shall not be evaluated if they are absent fifty-percent (50%) or more of their contracted work days for a particular school year.

F. The Board will adopt a list of approved and credentialed evaluators. Each teacher evaluation shall be conducted by a District employee who satisfies the criteria under ORC 3319.111(D).

12.0101 Credentialed evaluators who are employees of the District, except in limited cases where the supervisor is not employed by the district, shall conduct an evaluation of each teacher as defined above. No teacher shall be placed on an improvement plan, be non-renewed or terminated without evaluation by a full-time district 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.

12.0102 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.

12.0103 All first observations, including the post-observation conference, shall be completed by January 31.

12.0104 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.

12.0105 In the event the teacher evaluation process is not completed by May 1, the teacher shall be rated no lower than "Skilled," or "Accomplished" if the teacher had been rated "Accomplished" on the most recently completed evaluation process. The Board shall take no adverse action against the teacher as a result of the untimely or incomplete evaluation.

12.0106 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).

12.02 The evaluation instrument attached hereto as the Evaluation Appendix may only be changed by mutual agreement of the Association and the Board.

12.03 No bargaining unit member shall at any time be responsible for the observation or evaluation of another bargaining unit member.

12.04 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.

12.05 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 15.

12.06 PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

12.0601 Written improvement plans may be developed when an educator receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system.

12.0602 Teachers must develop professional growth or improvement plans in conjunction with their evaluator based on the approved evaluation model. The Professional Growth Plan of each teacher shall be documented on the approved evaluation recording system.

12.0603 Teachers may use Article 40 for reimbursement of college course work taken for an Improvement Plan, provided they meet all requirements of Article 40.

12.07 TESTING FOR TEACHERS IN CORE SUBJECT AREAS

12.0701 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.

12.08 REMOVAL OF POORLY-PERFORMING TEACHERS

12.0801 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 3319.16.

12.09 PROFESSIONAL DEVELOPMENT

12.0901 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.

12.10 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.

12.1001 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.

12.1002 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.

12.1003 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.

12.11 EXPEDITED GRIEVANCE CHALLENGE – TEACHER EVALUATION

12.1101 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.

12.1102 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).

12.1103 Within ten (10) days (as defined in Article VIII) of such meeting, if the grievance is not resolved in Article 12.1102 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 Mitch Goldberg 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 13
NOTIFICATION OF ELIGIBILITY FOR TENURE

13.01 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 October 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. An employee requesting a continuing contract may be placed on an evaluation cycle notwithstanding the employee's previous final summative evaluation rating of Accomplished or Skilled.

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 14
PERSONNEL FILES

14.01 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.

14.02 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:

14.0201 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.

14.0202 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.

14.03 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.

14.04 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 15
COMPLAINT PROCEDURE

15.01 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.

15.02 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.

15.03 The teacher shall be entitled to a representative of his/her choice during this process.

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

ARTICLE 16
REPRIMAND/DISCIPLINE

16.01 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.

16.0101 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.

16.0102 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.

16.02 Except in serious situations where progressive discipline is not appropriate, the following discipline procedure will be followed:

16.0201 First violation: A written reprimand will be issued.

16.0202 Second violation: A suspension from duties without pay but with benefits to a maximum of ten (10) workdays.

16.0203 Serious situations or repeat violations may result in termination.

16.03 This provision shall not prevent the Board from exercising its right to non-renew the limited contract of a teacher as provided in Article 18 of this contract. Non-renewals and terminations are not grievable but a suspension will be grievable and must be for cause.

16.04 A teacher shall be entitled to representation at a meeting that will lead to or likely lead to disciplinary action.

ARTICLE 17
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 18
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 19
REDUCTION IN FORCE

19.01 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.

19.02 IMPLEMENTATION PROCEDURE

19.0201 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. "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. However, the rating shall be based solely upon the teacher performance component of the OTES/OSCES evaluation system. High Quality Student Data shall not be used during the length of this contract.

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. "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. However, the rating shall be based solely upon the teacher performance component of the OTES/OSCES evaluation system. High Quality Student Data shall not be used during the length of this contract.

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.

19.0202 Layoff shall occur by suspension of contract.

19.0203 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.

19.03 BUMPING RIGHTS

19.0301 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 as determined by an average of the member's last three (3) final holistic ratings. 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.

19.0302 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.

19.04 RECALL RIGHTS

19.0401 Laid off employees shall be recalled in reverse order of layoff, per Section 19.0203 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.

19.0402 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.

19.0403 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.

19.0404 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.

19.05 All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified/licensed. 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.

19.0501 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:

A. Date of Board action to employ.

B. District needs.

19.0502 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.

19.0503 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 20
PROFESSIONAL VACANCIES

20.01 All certificated/licensed vacancies, including extended service, shall be posted for seven (7) calendar days 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.

20.02 An employee applying for a specific vacancy posted prior to June 30 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.

20.03 Vacancies occurring after June 30 and prior to the start of the next school year shall be filled at 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.

20.04 Persons not selected for professional vacancies may request a conference with the personnel administrator.

ARTICLE 21
VOLUNTARY AND INVOLUNTARY TRANSFERS

21.01 TRANSFER PROCEDURES

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

21.0101 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.

21.0102 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. The Association President will be notified in advance of all involuntary transfers.

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 the member will be compensated at their per diem rate for one day.

E. If the involuntary transfer involves changes in grade level/subject matter or a transfer to a different building and if it occurs within two (2) weeks of the first teacher workday, the teacher will be compensated at their per diem rate for two (2) days.

21.02 CRITERIA

21.0201 Criteria utilized for voluntary and involuntary transfers shall include but not be limited to the following:

A. Certification/Licensure
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

21.0202 These criteria are not in rank order of priority.

21.03 No member will be involuntarily transferred to a non-bargaining unit position such as permanent substitute without his/her consent.

21.04 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 22
NOTIFICATION OF ASSIGNMENT

22.01 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.

22.02 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 23
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 24
PROFESSIONAL MEETING DAYS

24.01 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.

24.02 PROFESSIONAL MEETING DAYS (NON-REIMBURSED)

24.0201 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.

24.0202 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.

24.0203 The Superintendent shall grant or deny the request as he/she deems appropriate.

ARTICLE 25
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

ARTICLE 26
MISCELLANEOUS CONDITIONS OF EMPLOYMENT

26.01 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.

26.02 Substitutes shall be employed when available for teachers of the bargaining unit who are absent.

26.0201 After reasonable effort has been made to secure a substitute, if it becomes necessary to secure another teacher of the bargaining unit to cover the assigned class(es) of an absent teacher, the principal shall secure the teacher(s) in the following manner:

A. First, an attempt shall be made to cover each assigned class voluntarily from among those teachers of the bargaining unit with a planning period. The principal shall attempt to equalize the opportunities to volunteer.

B. If no teacher of the bargaining unit voluntarily accepts said opportunity, the principal may assign a teacher to cover the assigned class on a rotating basis from those teachers on a planning period.

C. If a teacher of the bargaining unit is required to teach or cover a class during his/her planning period for a teacher who is absent, the teacher filling in shall be compensated at the curriculum rate for each planning period.

D. In PK - 6, when classes are combined, the member responsible for the additional students shall be compensated at the curriculum rate, per hour, in half-hour increments.

E. A teacher removed from his/her normal assignment to serve as a substitute shall not receive additional pay, but will be entitled to his/her lunch period and a planning period. If a planning period is not provided, he/she will be entitled to compensation as indicated above.

26.03 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.

26.04 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.

26.05 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 students with disabilities (SWD) 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 SWD.

26.06 Intervention specialists responsible for IEPs shall be provided up to two (2) days 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 an additional two (2) days of release time incrementally throughout the school year. A teacher may request additional time if approved by his/her building principal and/or case coordinator

26.07 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.

26.08 Employees should follow FH Administrative Guideline 6550 for travel payment and reimbursement.

26.09 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.

26.10 No employee shall be assigned to teach in an area for which he/she is not properly certificated/licensed. 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/license.

26.11 Prior to the inclusion of a student with disabilities into any classroom of an affected teacher, the teacher shall be provided the necessary resources as determined by the student's IEP.

26.12 A high school teacher who is assigned six classes will have a full conference planning period.

26.13 Teachers shall not be required to use their personal cell phones to conduct school business. District email shall be designated as the official means of communication between administrators and staff members. Staff will have access to semi-private District telephone resources for the purpose of parent and other professional calls. In the event of a district or building wide emergency, district or building administrators may use whatever means necessary to communicate with staff.

ARTICLE 27
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 the least senior employees and shall be laid off first.

27.01 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.

27.02 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 of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

27.03 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.

27.04 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 until they reach ten (10) years of experience, per Article 27.02.

27.05 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.

27.06 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

27.07 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.

27.08 Reemployed persons are eligible for sick leave accumulation, starting with a zero balance.

27.09 This provision shall supersede and replace sections 3319.11 and Chapter 3317, Ohio Revised Code.

ARTICLE 28
ASSOCIATION RIGHTS

The Association shall have the following rights:

28.01 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.

28.02 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.

28.03 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.

28.04 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 15. The first deduction shall be from the last pay in October and the final deduction shall be from the June 15 pay.

28.05 The Association President or designee shall be provided an electronic copy of the notice of all Board meetings with access to the agenda and attachments at approximately the same time as that notice is provided to the members of the Board.

28.06 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. With notification of the building principal or Superintendent or designee, the Association representative or President may make announcements pertaining to Association business at the conclusion of building staff meetings and District-wide meetings. Upon the request of the Association President to the Superintendent or designee, the Association President shall be granted no less than one-half hour (30 minutes) to address the staff at the first District staff meeting of each year.

28.07 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. The Association President shall be given a second planning/conference period.

28.08 The President or designee shall be provided online access to Board minutes once they have been approved and any other document required to be maintained by the Board of Education by law.

28.09 The President or designee of the Association shall be provided the names, addresses, and phone numbers of persons who are included in the bargaining unit. The Association shall have a designated time of no less than one (1) hour to address new hires during orientation. The Association shall have the right to place a letter in the Superintendent's packet to all staff.

28.10 The Board agrees to share equally with the Association the cost of printing the contract.

28.11 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:

28.1101 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.

28.12 Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, Treasurer, Membership Chair, Delegate at Large and Communication Chair. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

ARTICLE 29
ASSAULT LEAVE

29.01 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.

29.02 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.

29.03 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 30
JURY DUTY/WITNESS APPEARANCE

30.01 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.

30.02 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 jury.

ARTICLE 31
SICK LEAVE

31.01 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. 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 online application 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.

31.02 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.

31.03 A staff member may use thirty (30) consecutive days of sick leave without physician verification within twelve (12) months for the following:

A. Birth of a child (40 days for cesarean procedure).
B. Spouse/partner gives birth to a child
C. Legal adoption of a child

Staff members may not use such consecutive days if they have made use of more than 10 days at the conclusion of the previous school year for the reasons identified above. If staff members use 10 days or less at the conclusion of a school year, they may use the remainder of their days at the beginning of the following school year.

31.04 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 five (5) sick days leave is the normal use for death in the immediate family and for anyone living in the member's household. Up to three (3) sick days leave is the normal use for death in the member's extended family. Such leave must be approved in advance by the building principal or immediate supervisor.

31.05 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.

31.06 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.

31.07 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 32
SICK LEAVE BANK

32.01 PURPOSE

To loan additional days of sick leave to teachers who have exhausted personal sick leave days.

32.02 PROVISIONS OF ELIGIBILITY

32.0201 All teachers shall be eligible to be members of the Sick Leave Bank (SLB).

32.0202 After the start of each school year, all teachers will receive an intent form from the Sick Leave Bank Committee for the purpose of enrolling in the SLB. Initial membership will consist of one (1) day sick leave, to be designated by the teacher, to the SLB on such form between September 1 and October 1. Each teacher will receive a notice of receipt indicating his/her participation in the program.

32.0203 New members may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's office during the period of September 1 through October 1.

32.03 OPERATIONAL PROCEDURES

32.0301 Loans will be limited to participating members for use of the member's own personal illness, injury, non-elective surgery, or catastrophic medical event as determined by the SLB Committee. At the discretion of the SLB Committee, loans may be provided in the event of catastrophic illness or injury of a member's spouse, child, parent or such relationship by marriage.

32.0302 Applications for loans from the SLB must be made in writing to the Superintendent or designee and Association President. A physician's statement is required in order to be considered for a loan.

32.0304 A loan will be considered only after the teacher has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teachers Retirement System, or receiving Workers' Compensation or voluntary disability funding.

32.0305 Upon approval of a loan by the SLB Committee, the Association President will notify the applicant and payroll that the application has been approved.

32.04 SICK LEAVE COMMITTEE

The sick leave loan bank is to be regulated by a committee consisting of three (3) teachers to be selected by the Association.

32.05 LOAN AND PAYBACK PROCEDURES

32.0501 The maximum number of days that a teacher may borrow is thirty (30) days in one school year.

32.0502 The teacher who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary contract year each year until the total of days borrowed has been restored to the bank. In the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement resignation, permanent disability or death), one of the following shall occur:

A. The teacher's last paycheck shall be docked in the amount equal to his/her per diem for all days owed to the bank, or

B. Severance pay shall be reduced in the amount equal to his/her per diem for all days owed to the bank.

32.06 POLICY PROCEDURES

32.0601 In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following:

"I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Committee will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Forest Hills Local School District Board of Education, the Forest Hills Teachers Association, the SLB Committee, and all of their agents, for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

32.0602 Application for the SLB days must be made to the SLB Committee.

32.0603 The SLB Committee shall meet and render a decision within ten (10) days of receipt of request.

32.0604 Unused requested days shall be returned to the SLB.

32.0605 The SLB will begin with one (1) sick day from each contributing certificated employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day to a maximum of three (3) additional days per year. The SLB Committee shall be responsible for notifying certificated employees of each assessment period.

32.0606 All decisions of the SLB Committee shall be final and binding and are not subject to the grievance/arbitration provisions of this agreement.

32.0607 Guidelines will be reviewed annually by the SLB Committee.

ARTICLE 33
CHILD CARE LEAVE

33.01 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.

33.02 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.

33.03 The Board may allow a member to return at any other mutually agreed upon time.

33.04 The member returning from a child care leave shall be returned to a position for which he/she is certificated/licensed.

33.05 The granting of child care leave shall not extend a limited contract past its term.

33.06 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 34
PERSONAL LEAVE

34.01 The Forest Hills School District provides personal leave for members of the bargaining unit. Three (3) days of personal leave may be granted per school year.

34.02 The personal leave request online application is to be completed 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.

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

34.04 Personal leave will not be taken on a scheduled District In-Service and/or Professional Development Day or 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. No more than 10% of a building's staff may utilize Personal Leave on a work day without approval of the Superintendent/designee.

34.05 Personal leave beyond three (3) days can only be taken when a special request is submitted to the Superintendent and approved by the Superintendent or designee.

34.06 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.

34.07 Approval of all personal leave will be based upon the 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.

34.08 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.

34.09 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 35
SABBATICAL LEAVE

35.01 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.

35.02 The Board shall not grant said leaves to more than five (5%) percent of the members at any one time. The salary paid to 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.

35.03 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 36
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 37
OTHER LEAVES OF ABSENCE

37.01 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.

37.02 Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their areas of certification/licensure unless otherwise stipulated under specific leave policies.

37.03 A member of the bargaining unit applying for a leave of absence for an academic year shall:

37.0301 Apply for leave of absence in writing to the Superintendent or designee indicating the reasons for application.

37.0302 Indicate intention, in writing, to return to school system for at least a period of one (1) year following the leave of absence.

37.0303 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.

37.04 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 38
METHOD OF PAY

38.01 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.

38.02 All members will be notified of any change in payment dates that may result from holiday recess.

38.03 Employees shall be paid via electronic transfer and shall be presented with an electronic pay stub via email.

38.04 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
Kemba
Forest Hills Teacher Association Dues
State Teachers Retirement System Buyback
Forest Hills Foundation for Education (FHFE)

ARTICLE 39
INSURANCE BENEFITS

39.01 The Board shall provide health insurance through a credible provider. The Board shall contribute the following to the cost of health insurance:

39.0101 The current health insurance premium contribution rates between the Board and the Employee shall remain in effect until December 31, 2024, after which time Article 39.0102 shall apply.

39.0102 The Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding December. The Board shall contribute the first 3% (three percent) of any renewal increase, and then the members shall contribute the next 3% (three percent), and then the Board shall contribute the next 2% (two percent), and then the members shall contribute the last 2% (two percent). The Employee Share shall be capped at 25% of the monthly premium cost, and the Board Share shall not decrease below 75% of the monthly premium cost.

39.0103 Employees enrolling in a High Deductible Health Plan ("HDHP"), if offered, shall have individual Health Savings Accounts ("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 as follows:

Calendar Year	2025, 2026, 2027
Single Coverage	$750
Family Coverage	$1500
In the event a member enrolls in the HDHP prior to January 1, the amount of HSA contribution shall be prorated.	

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 39.01 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

39.0104 Reopener

If the total premium increases effective January 2025, 2026, or 2027 exceeds ten percent (10%), the parties shall meet to adjust plan design terms and options to bring the total premium increases to 10% or below.

39.02 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.

39.03 For the duration of this contract, the Board of Education shall provide $50,000.00/$100,000.00 A.D. and D. term life insurance for each member of the bargaining unit and pay one hundred percent (100%) or the premium.

39.04 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 and one employee who is at least .5 FTE 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.

39.05 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. This committee shall meet a minimum of four times a year.

ARTICLE 40
TUITION REIMBURSEMENT

40.01 All coursework must be graduate hours (or undergraduate if approved in advance) in areas which lead to additional certification/licensure 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 seventy-five thousand dollars ($75,000) to a maximum of two hundred fifty dollars ($250.00) per credit hour with a maximum of nine (9) semester hours in a school year per bargaining unit member.

40.02 Reimbursement will be based on semester credit hours with an equivalency of 1.5 quarter hours equaling one (1) semester hour.

40.03 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, 2017 through June 30, 2018 would need to have the paperwork turned in by July 15, 2018.

40.04 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.

40.05 Reimbursement will be made by September 30. To receive reimbursement a member must be employed by Forest Hills at the time of reimbursement. Employees cannot be reimbursed a greater amount than they paid for the coursework.

40.06 Upon the Board's receipt of a payment of a stipend on account of a cooperating teacher's having a student teacher or intern in the class or under supervision in the teacher's position for the Board, the Board shall pay that stipend amount to the teacher through payroll.

ARTICLE 41
COLLEGE CREDIT PLUS

41.01 Pursuant to Ohio Revised Code 3365, et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college level courses to students in grades 7 through 12 in accordance with the following provisions:

41.0101 No bargaining unit member shall be required to participate in the CCP program.

41.0102 No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.

41.0103 The District shall not include CCP courses in the observation or evaluation of a bargaining unit member.

41.0104 All bargaining unit members who participate in the CCP program shall be provided release time as may be required by the IHE.

41.0105 The District shall adhere to the Ohio Revised Code, Ohio Administrative Code, ODE and ODHE guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail with regard to bargaining unit member rights and responsibilities when participating in the program.

ARTICLE 42
IRS SECTION 125 PLAN

42.01 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 based on the current federal IRS maximum limit for health care and for dependent care.

42.02 The implementation of the plan is conditioned on each of the following:

42.0201 The 125 Plan shall be at no cost to the Board.

42.0202 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.

42.0203 Participation in the 125 Plan shall be voluntary.

ARTICLE 43
LEAVES OF ABSENCE/EMPLOYEE BENEFITS

43.01 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 186th 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.

43.02 Example: If a "leave of absence" results in an employee working 128 days and there are 186 days scheduled for the year, the Forest Hills School District would cover 128/186ths of the employee benefits normally covered during the year's employment.

ARTICLE 44
PARTIAL DAY EMPLOYEE

44.01 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.

44.02 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 45
SEVERANCE/RETIREMENT PAY

45.01 The Board shall provide retirement pay to the members of the bargaining unit upon their retirement from the District who meet the following conditions:

45.0101 Ten (10) years of service in the Forest Hills School District or with the state or any of its political subdivisions.

45.0102 Participation in and the receipt of benefits from STRS at the time of retirement from the District.

45.0103 To receive severance pay, a member of the bargaining unit, 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 member of the bargaining unit, upon entering his/her last year of teaching

prior to retirement, who needs less than .5 years' service credit for retirement may retire no sooner than the end of the first semester.

45.0104 Article 45.0103 shall not apply to any member of the bargaining unit who is eligible to retire while on an approved leave of absence.

45.0105 Maximum payout for severance shall be 160 days with payment made in accordance with the following, beginning with the 2023-2024 school year:

Sick Days	Percentage
0 – 250	25%
251 – 350	30%
351 – 400	35%
401+	40%

45.02 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.

45.03 The Forest Hills District shall provide a 403(B) Plan for bargaining unit members.

ARTICLE 46
EARLY RETIREMENT SEPARATION INCENTIVE

46.01 Any staff member with more than 20 years, but not more than 30 years of verified service credit who retires through STRS with reduced benefits shall be eligible for an early retirement separation incentive of $95,000. To qualify for this payment, a staff member shall be required to provide written verification from STRS that the member will receive reduced retirement benefits.

46.02 Payment under this section to the employee shall be made in accordance with the Board's qualified 403(B) Plan. The payment will be made as early as possible without requiring the District to borrow funds.

46.03 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 in which the employee plans to retire.

ARTICLE 47
RETIREMENT NOTIFICATION PAYMENT

47.01 A member is eligible for a $3,000 lump sum bonus if his/her resignation for the purpose of retirement is received prior to November 1 of the contract year in which the member plans to retire.

ARTICLE 48
S.T.R.S. SALARY REDUCTION PICK-UP

48.01 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:

48.02 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.

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

48.04 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.

48.05 Said "pick-up" shall not result in additional cost to the Board of Education.

ARTICLE 49
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 50
TRAINING STEP ADJUSTMENT DATES

50.01 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.

50.02 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 51
SALARY SCHEDULES

51.01 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)

51.0101 The Board shall implement the salary schedules attached hereto and designated Exhibit "A" for the school years indicated.

51.0102 A joint committee will be formed to review the supplemental salary schedule by April of 2027 and mutually agreed upon adjustments may be made after ratification by the Association and Board. Supplemental salaries are set forth in Exhibit B.

51.0103 The hourly rate paid for curriculum work shall be based upon the hourly rate of a member at the BA-0 column on the salary schedule.

ARTICLE 52
SPECIAL PROVISIONS OF THE SALARY SCHEDULE

52.01 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/licensure 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 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 or MA+30 column. New hires beginning with an effective start date of August 28, 2017 or later will not be eligible for placement on the MA +15 column.

52.02 Any staff member who qualifies for the 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.

52.03 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.

52.04 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.

52.05 Eligibility for the master's 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.

52.06 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.

52.07 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 53
SEVERABILITY

53.01 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.

53.02 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 54
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 24th day of July, 2024.

FOREST HILLS TEACHERS ASSOCIATION

By: _____

FOREST HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By: _____

Exhibit A

FOREST HILLS SCHOOL DISTRICT
SALARY SCHEDULE
2024-2025

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

3% Base Increase

Step	BA	MA	MA+15	MA+30	DOCTORATE
0	50,481	53,113	55,744	58,376	61,008
1	53,113	56,065	58,725	61,391	64,022
2	55,744	59,017	61,706	64,405	67,037
3	58,376	61,970	64,687	67,420	70,051
4	61,008	64,922	67,668	70,434	73,066
5	63,639	67,874	70,649	73,449	76,080
6	66,271	70,826	73,630	76,463	79,095
7	68,903	73,779	76,611	79,478	82,109
8	71,535	76,731	79,592	82,492	85,124
9	74,166	79,683	82,573	85,507	88,138
10	76,798	82,636	85,554	88,521	91,153
11	79,430	85,588	88,535	91,536	94,167
12	82,061	88,540	91,516	94,550	97,182
13	84,693	91,492	94,497	97,565	100,196
14	87,325	94,445	97,478	100,579	103,211
17	88,825	95,945	98,978	102,079	104,711
22	90,325	97,445	100,478	103,579	106,211
27	91,825	98,945	101,978	105,079	107,711

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 assignment. All credit hours applicable must be earned at an accredited university or college. 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). New hires beginning with an effective start date of August 28, 2017 or later will not be eligible for placement on the MA+15 salary column. To be placed at the Doctorate training column, a teacher must have been eligible by June 30, 2017.

Any staff member who qualifies for a salary advance to the next column 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.

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.

Any member 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
2025-2026

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

2% Base Increase

Step	BA	MA	MA+15	MA+30	DOCTORATE
0	51,491	54,175	56,859	59,544	62,228
1	54,175	57,186	59,900	62,618	65,303
2	56,859	60,198	62,940	65,693	68,377
3	59,544	63,209	65,981	68,768	71,452
4	62,228	66,220	69,022	71,843	74,527
5	64,912	69,232	72,062	74,918	77,602
6	67,597	72,243	75,103	77,992	80,677
7	70,281	75,254	78,144	81,067	83,751
8	72,965	78,266	81,184	84,142	86,826
9	75,650	81,277	84,225	87,217	89,901
10	78,334	84,288	87,265	90,291	92,976
11	81,018	87,300	90,306	93,366	96,051
12	83,703	90,311	93,347	96,441	99,125
13	86,387	93,322	96,387	99,516	102,200
14	89,071	96,334	99,428	102,591	105,275
17	90,571	97,834	100,928	104,091	106,775
22	92,071	99,334	102,428	105,591	108,275
27	93,571	100,834	103,928	107,091	109,775

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 assignment. All credit hours applicable must be earned at an accredited university or college. 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). New hires beginning with an effective start date of August 28, 2017 or later will not be eligible for placement on the MA+15 salary column. To be placed at the Doctorate training column, a teacher must have been eligible by June 30, 2017.

Any staff member who qualifies for a salary advance to the next column 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.

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.

Any member 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
2026-2027

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

2% Base Increase

Step	BA	MA	MA+15	MA+30	DOCTORATE
0	52,520	55,258	57,996	60,734	63,472
1	55,258	58,330	61,098	63,871	66,609
2	57,996	61,402	64,199	67,007	69,745
3	60,734	64,473	67,301	70,143	72,881
4	63,472	67,545	70,402	73,280	76,018
5	66,210	70,616	73,504	76,416	79,154
6	68,948	73,688	76,605	79,552	82,290
7	71,687	76,759	79,706	82,688	85,426
8	74,425	79,831	82,808	85,825	88,563
9	77,163	82,902	85,909	88,961	91,699
10	79,901	85,974	89,011	92,097	94,835
11	82,639	89,046	92,112	95,234	97,972
12	85,377	92,117	95,214	98,370	101,108
13	88,115	95,189	98,315	101,506	104,244
14	90,853	98,260	101,417	104,642	107,380
17	92,353	99,760	102,917	106,142	108,880
22	93,853	101,260	104,417	107,642	110,380
27	95,353	102,760	105,917	109,142	111,880

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 assignment. All credit hours applicable must be earned at an accredited university or college. 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). New hires beginning with an effective start date of August 28, 2017 or later will not be eligible for placement on the MA+15 salary column. To be placed at the Doctorate training column, a teacher must have been eligible by June 30, 2017.

Any staff member who qualifies for a salary advance to the next column 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.

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.

Any member 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 B

FHSD SUPPLEMENTAL SALARY SCHEDULE - JULY 1, 2024 - JUNE 30, 2027

Board Approved 08.21.24; Updated 11.20.24

LEVEL	BASE	3	6	9	12	PAYMENT	Requires Pupil Activity Permit*
LEVEL A	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Marching Band Director	$7,176	$7,607	$8,519	$9,542	$10,687	1 pay on Nov 15	Yes
HS Basketball Head Varsity Coach	$7,176	$7,607	$8,519	$9,542	$10,687	1 pay on March 15	Yes
HS Football Head Varsity Coach	$7,176	$7,607	$8,519	$9,542	$10,687	1 pay on Nov 15	Yes
LEVEL B	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Baseball Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on June 15	Yes
HS Cross Country Varsity Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on Nov 15	Yes
HS Lacrosse Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on June 15	Yes
HS Soccer Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on Nov 15	Yes
HS Softball Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on June 15	Yes
HS Swimming Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on March 15	Yes
HS Track Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on June 15	Yes
HS Volleyball Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on Nov 15/ **June 15**	Yes
HS Wrestling Varsity Head Coach	$5,244	$5,558	$6,225	$6,972	$7,809	1 pay on March 15	Yes
MS Assistant Athletic Director	$5,244	$5,558	$6,225	$6,972	$7,809	Year-round	Yes
LEVEL C	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Marching Band Assistant Director	$4,416	$4,681	$5,242	$5,871	$6,576	1 pay on Nov 15	Yes
HS Basketball Varsity Assistant Coach	$4,416	$4,681	$5,242	$5,871	$6,576	1 pay on March 15	Yes
HS Basketball Junior Varsity Coach	$4,416	$4,681	$5,242	$5,871	$6,576	1 pay on March 15	Yes
HS Football Assistant Coach	$4,416	$4,681	$5,242	$5,871	$6,576	1 pay on Nov 15	Yes
LEVEL D	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Baseball Varsity Assistant Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on June 15	Yes
HS Bowling Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on March 15	Yes
HS Dance Team Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on March 15	Yes
HS Diving Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on March 15	Yes
HS Football Head Freshman Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on Nov 15	Yes
HS Golf Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on Nov 15	Yes
HS Gymnastics Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on March 15	Yes
HS Lacrosse Assistant Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on June 15	Yes
HS Marching Band Guard Advisor	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on Nov 15	Yes
HS Marching Band Percussion Advisor	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on Nov 15	Yes
HS Soccer Assistant Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on Nov 15	Yes
HS Softball Assistant Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on June 15	Yes
HS Tennis Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	Women - 1 pay on Nov 15 Men - 1 pay on June 15	Yes
HS Volleyball Assistant Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on Nov 15	Yes
HS Wrestling Assistant Varsity Coach	$3,586	$3,802	$4,258	$4,769	$5,341	1 pay on March 15	Yes
LEVEL E	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Yearbook Advisor	$3,311	$3,510	$3,931	$4,403	$4,931	Year-round	No*
HS Baseball Junior Varsity Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on June 15	Yes
HS Basketball Freshman Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on March 15	Yes
HS Cross Country Assistant Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on Nov 15	Yes
HS Lacrosse Junior Varsity Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on June 15	Yes
HS Soccer Junior Varsity Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on Nov 15	Yes
HS Softball Junior Varsity Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on June 15	Yes
HS Swimming Assistant Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on March 15	Yes
HS Track Assistant Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on June 15	Yes
HS Volleyball Junior Varsity Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on Nov 15	Yes
MS Football Head Coach	$3,311	$3,510	$3,931	$4,403	$4,931	1 pay on Nov 15	Yes
LEVEL F	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
District Head Nurse	$2,760	$2,926	$3,277	$3,670	$4,111	Year-round	No*
District Secondary Summer School Administrator	$2,760	$2,926	$3,277	$3,670	$4,111	July	Yes
HS Newspaper Advisor	$2,760	$2,926	$3,277	$3,670	$4,111	Year-round	No*
MS 24/7 Coordinator	$2,760	$2,926	$3,277	$3,670	$4,111	Year-round	No*
MS Musical Director/Producer (Per production, up to 2 per year)	$2,760	$2,926	$3,277	$3,670	$4,111	11/15, 3/15 or 6/15, depending on production schedule	Yes
HS Esports Team Advisor	$2,760	$2,926	$3,277	$3,670	$4,111	Year-round	No*
MS/HS Robotics Team Advisor	$2,760	$2,926	$3,277	$3,670	$4,111	Year-round	No*
HS Baseball Freshman Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on June 15	Yes
HS Cheerleading Varsity Coach (per season)	$2,760	$2,926	$3,277	$3,670	$4,111	all - 1 pay on Nov 15 Winter - 1 pay on March 15	Yes
HS Competition Cheerleading Varsity Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
HS Football Assistant Freshman Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on Nov 15	Yes
HS Gymnastics Assistant Varsity Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
HS Soccer Freshman Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on Nov 15	Yes

HS Volleyball Freshman Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on Nov 15	Yes
HS Winterguard Advisor	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
HS Winter Percussion Director	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
HS Wrestling Junior Varsity Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
MS Basketball Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
MS Cross Country Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on Nov 15	Yes
MS Lacrosse Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on June 15	Yes
MS Softball Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on June 15	Yes
MS Track Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on June 15	Yes
MS Volleyball Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on Nov 15	Yes
MS Wrestling Head Coach	$2,760	$2,926	$3,277	$3,670	$4,111	1 pay on March 15	Yes
LEVEL G	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
MS Yearbook Advisor	$2,484	$2,633	$2,949	$3,303	$3,700	Year-round	No*
HS Baseball Junior Varsity Assistant Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on June 15	Yes
HS Bowling Junior Varsity Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on March 15	Yes
HS Competition Cheerleading Assistant Varsity Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on March 15	Yes
HS Golf Junior Varsity Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on Nov 15	Yes
HS Tennis Junior Varsity Coach	$2,484	$2,633	$2,949	$3,303	$3,700	Women - 1 pay on Nov 15 Men - 1 pay on June 15	Yes
MS Football Assistant Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on Nov 15	Yes
MS Gymnastics Head Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on March 15	Yes
MS Lacrosse Assistant Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on June 15	Yes
MS Wrestling Assistant Coach	$2,484	$2,633	$2,949	$3,303	$3,700	1 pay on March 15	Yes
LEVEL H	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
District Assistant Head Nurse	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
District Elementary Summer School Administrator	$2,207	$2,340	$2,620	$2,935	$3,287	July	No*
District Wellness Champion	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
HS Auditorium Coordinator	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
HS Band Director	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
HS Choral Director	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
HS Film Director	$2,207	$2,340	$2,620	$2,935	$3,287	1 pay on March 15	Yes
HS Orchestra Director	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
HS Play Director (per production, up to 2 per year)	$2,207	$2,340	$2,620	$2,935	$3,287	11/15, 3/15 or 6/15, depending on production schedule	Yes
HS Musical Director (per production, up to 2 per year)	$2,207	$2,340	$2,620	$2,935	$3,287	11/15, 3/15 or 6/15, depending on production schedule	Yes
HS Student Council Advisor	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
HS Cheerleading Junior Varsity Coach (per season)	$2,207	$2,340	$2,620	$2,935	$3,287	all - 1 pay on Nov 15 Winter - 1 pay on March 15	Yes
MS Activities Coordinator (contingent on funding from FHFE)	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
MS Cheerleading Head Coach (per season)	$2,207	$2,340	$2,620	$2,935	$3,287	all - 1 pay on Nov 15 Winter - 1 pay on March 15	Yes
MS Swimming Head Coach (boys & girls)	$2,207	$2,340	$2,620	$2,935	$3,287	1 pay on March 15	Yes
MS Tennis Head Coach	$2,207	$2,340	$2,620	$2,935	$3,287	Women - 1 pay on Nov 15 Men - 1 pay on June 15	Yes
Elementary Crossing Guard	$2,207	$2,340	$2,620	$2,935	$3,287	Year-round	No*
LEVEL I	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Academic Team Advisor	$1,656	$1,756	$1,966	$2,202	$2,467	1 pay on March 15	No*
HS Theatre Club Advisor	$1,656	$1,756	$1,966	$2,202	$2,467	Year-round	No*
HS Jazz Band Director	$1,656	$1,756	$1,966	$2,202	$2,467	Year-round	No*
HS Play/Musical Assistant Director (per production, up to 2 per year)	$1,656	$1,756	$1,966	$2,202	$2,467	11/15, 3/15 or 6/15, depending on production schedule	Yes
HS Play/Musical Technical Director (per production, up to 6 per year)	$1,656	$1,756	$1,966	$2,202	$2,467	11/15, 3/15 or 6/15, depending on production schedule	Yes
MS Auditorium Coordinator	$1,656	$1,756	$1,966	$2,202	$2,467	Year-round	No*
MS Student Council Advisor	$1,656	$1,756	$1,966	$2,202	$2,467	Year-round	No*
HS Esports Assistant Team Advisor (2 per year)	$1,656	$1,756	$1,966	$2,202	$2,467	Year-round	No*
HS Cheerleading Freshman Coach (per season)	$1,656	$1,756	$1,966	$2,202	$2,467	all - 1 pay on Nov 15 Winter - 1 pay on March 15	Yes
MS Cross Country Assistant Coach	$1,656	$1,756	$1,966	$2,202	$2,467	1 pay on Nov 15	Yes
MS Golf Head Coach	$1,656	$1,756	$1,966	$2,202	$2,467	1 pay on Nov 15	Yes
MS Gymnastics Assistant Coach	$1,656	$1,756	$1,966	$2,202	$2,467	1 pay on March 15	Yes
MS Track Assistant Coach	$1,656	$1,756	$1,966	$2,202	$2,467	1 pay on June 15	Yes
LEVEL J	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Community Service Coordinator	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
HS Film Music Director	$1,104	$1,170	$1,311	$1,468	$1,644	1 pay on March 15	No*
HS Mock Trial Advisor	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
HS Musical Orchestra Director (per production, up to 2 per year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	No*
HS Musical Producer (per production, up to 2 per year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	Yes
HS/MS Musical Vocal Director (per production, up to 2 per year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	No*
HS Play Producer (per production, up to 2 per year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	Yes
HS/MS Transition Leader	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
MS Band Director	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
MS Choral Director	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
MS Orchestra Director	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
MS Stage Assistant Director (per production; up to 1/year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	Yes
MS Musical Technical Director (per production; up to 1/year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	Yes

Elementary Musical Stage Director/Producer (per production; up to 1/year)	$1,104	$1,170	$1,311	$1,468	$1,644	11/15, 3/15 or 6/15, depending on production schedule	Yes
Elementary - Early Childhood Lead Teacher	$1,104	$1,170	$1,311	$1,468	$1,644	Year-round	No*
LEVEL K	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Key Club Advisor	$884	$937	$1,049	$1,175	$1,316	Year-round	No*
HS Literary Magazine Advisor	$884	$937	$1,049	$1,175	$1,316	Year-round	No*
HS National Honor Society Advisor	$884	$937	$1,049	$1,175	$1,316	Year-round	No*
MS Jazz Band Director	$884	$937	$1,049	$1,175	$1,316	Year-round	No*
MS Rock Orchestra Director	$884	$937	$1,049	$1,175	$1,316	Year-round	No*
Elementary Musical Vocal Director (per production, 1 per year)	$884	$937	$1,049	$1,175	$1,316	11/15, 3/15 or 6/15, depending on production schedule	No*
Elementary Student Council Advisor	$884	$937	$1,049	$1,175	$1,316	Year-round	No*
LEVEL L	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS Basketball Pep Band Director	$552	$585	$655	$734	$822	1 pay on March 15	No*
MS/HS International Coordinator	$552	$585	$655	$734	$822	1 pay on June 15	No*
Destination Imagination Advisor	$552	$585	$655	$734	$822	Year-round	No*
HS/MS/Elementary Other Clubs (full year or academic club) (Up to 2 per building, at administrator discretion)	$552	$585	$655	$734	$822	Year-round	Depends on the nature of the club
Elementary Running Club Advisor	$552	$585	$655	$734	$822	1 pay on June 15	Yes
Elementary Yearbook Advisor	$552	$585	$655	$734	$822	Year-round	No*
Elementary Choral Director (General Music Program)	$552	$585	$655	$734	$822	Year-round	No*
Elementary Band Director	$552	$585	$655	$734	$822	Year-round	No*
Elementary Orchestra Director	$552	$585	$655	$734	$822	Year-round	No*
DEPARTMENT, CONTENT, GRADE LEVEL CHAIRS	**BASE**	**3**	**6**	**9**	**12**	**PAYMENT**	
HS/District Department Chair - (8+ teachers)	$3,311	$3,510	$3,931	$4,403	$4,931	Year-round	No*
HS/District Department Chair - (1-7 teachers)	$2,760	$2,926	$3,277	$3,670	$4,111	Year-round	No*
MS Team Leader	$1,656	$1,756	$1,966	$2,202	$2,467	Year-round	No*
Miscellaneous (Season/Hourly/Daily Rate)	**PAY**					**Payment Info**	
Academic Reader	$52/match					per approved time sheet	No*
MS/HS Alternative School/Study Tables/Detention Supervisor	Curriculum Rate					per approved time sheet	No*
Elementary Camp Kern Director	$180/day					1 pay on May 31	No*
Elementary Camp Kern Activity Coordinator	$139/day					1 pay on May 31	No*
Elementary Camp Kern Unit Leader	$77/day					1 pay on May 31	No*
Elementary Camp Kern Teacher	$52/day					1 pay on May 31	No*
Game Manager	$18/hour					11/30, 3/30 or 6/15, depending on sport season	No*
Athletic Worker (Announcer, Scoreboard Operator, Ticket Taker, Scorebook, Basketball Stats Board)	$15/hour					11/30, 3/30 or 6/15, depending on sport season	No*
Computer Stats Keeper (football, basketball)	309/season					11/15 or 3/15, depending on sport season	No*
Strength and Conditioning Coordinator	$5408/quarter*					9/15, 12/15, 3/15 or 6/15 depending on the quarter	Yes
Weight Room Supervisor	$1802/quarter*					9/15, 12/15, 3/15 or 6/15 depending on the quarter	Yes
Assistant Weight Room Supervisor	$901/quarter*					9/15, 12/15, 3/15 or 6/15 depending on the quarter	Yes

OTHER:

1. If the same person holds both Men & Women teams coaching positions simultaneously, the coach is paid for 1.5 stipend, not both stipends. Coaches who are currently being paid double stipends (for both Men's and Women's positions) are grandfathered in at the 2013/14 rate for both positions until a different person takes over one or both of the positions, at which time the stipend will revert to 1.5 times for both Men and Women's teams or single (1) stipends if the Men's and Women's teams are split.
2. Coaches/Advisors who presently hold positions that are scheduled to be paid less than the current stipend will be grandfathered in at the 2013/14 rate until a different person takes the position, at which time the stipend will revert to the new supplemental salary schedule.
3. Coaches/Advisors will be required to complete a district-approved self-evaluation tool at the end of their season or year and provide it to the appropriate supervising administrator.
4. In order to be filled, Freshman and Assistant Coach stipends for MS/HS athletic teams must have an adequate number of student athletes participating.
5. If the same person holds both director and producer positions simultaneously for plays and/or musicals, that person will be paid the full director stipend and .5 producer stipend. Only three productions (some combination of plays and/or musicals) will be paid per high school, per year, regardless of the total number of productions.
6. Year-Round stipends will begin payment in October of each year.
7. Study Tables/Detention Supervisor may submit up to 10 hours per week.
8. Quarters are defined as June/July/August, September/October/November, December/January/February, and March/April/May.
9. If a position requires a Pupil Activity Permit, an employee MUST obtain it through the Ohio Department of Education and then be approved by the Forest Hills Board of Education PRIOR to working with students. ***Can be approved at a later date only if there are extenuating circumstances and, as approved by HR. Stipends may be prorated if the coach/advisor does not hold the necessary credentials by the start of the season/activity.
10. Coaching or pupil activity permits are required for individuals who will direct, supervise or coach a student activity program that involves athletics, routine or regular physical activity or activities with health and safety considerations. Individuals who are NOT employed as a teacher in FHSD must obtain a Pupil Activity Permit for ANY position listed.

Fall Sports/Activities - must be approved at or before the July Board meeting ***

Winter Sports/Activities - must be approved at or before the October Board meeting***

Spring Sports/Activities - must be approved at or before the January/ February Board meeting, dependent upon sport***

***Anyone who does not hold a valid license/permit on file with Ohio Department of Education will require a pupil for all of the positions on this salary schedule.**

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:_____

GROUNDS FOR APPEAL TO LEVEL 2:_____

_____

_____

_____

ASSOCIATION REPRESENTATIVE'S SIGNATURE:_____ *Date*_____

DATE OF APPEAL TO LEVEL 2:_____

LEVEL 2 GRIEVANCE RECEIVED BY_____ *Date*_____
Central Office Representative

DISPOSITION OF THE GRIEVANCE, LEVEL 2:_____

_____

_____

_____

DATE OF DISPOSITION RESPONSE:_____ *By*_____

_____

Signature of Central Office Hearing Officer

_____
Title

FINAL DATE FOR APPEAL TO LEVEL 3:_____

GROUNDS FOR APPEAL TO LEVEL 3

_____

_____

_____

ASSOCIATION REPRESENTATIVE'S SIGNATURE:_____*Date*_____

DATE OF APPEAL TO LEVEL 3:_____

LEVEL 3 GRIEVANCE RECEIVED BY_____*Date*_____
Central Office Representative

DISPOSITION OF THE GRIEVANCE, LEVEL 3:_____

_____

_____

_____

DATE OF DISPOSITION RESPONSE:_____*By*_____
Signature

Treasurer

FINAL DATE FOR APPEAL TO LEVEL 4:_____

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*