

MASTER CONTRACT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES OF THE
FLAT ROCK - HAWCREEK SCHOOL
CORPORATION**

AND

**THE FLAT ROCK - HAWCREEK
TEACHERS' ASSOCIATION**

FOR THE SCHOOL YEARS:

2010-2011

2011-2012

2012-2013

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The Board and the Association recognize and declare that providing quality education for the children of the Flat Rock-Hawcreek School Corporation is their mutual aim and the Board and its designated representatives have met with representatives of the Association and entered in to extended deliberate negotiations concerning wages and other terms and conditions of employment as enumerated herein this Master Contract between the parties:-

ARTICLE I - RECOGNITION

- A. The Board of School Trustees of the Flat Rock-Hawcreek School Corporation hereinafter referred to as the "School Corporation" or "Board", hereby recognizes the Flat Rock-Hawcreek Teachers Association, hereinafter referred to as the "Association", as the exclusive bargaining representative for all full-time and part-time teachers employed in the School Corporation.
- B. The Board agrees not to bargain with an individual bargaining unit member, and not to bargain with or recognize any teachers' organization other than the Association for the duration for this Master Contract.
- C. The effective dates of the Master Contract each year shall begin August 1, 2010 and continuing for three (3) years through July 31, 2013.

ARTICLE II - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this contract; or any rule, order, or regulation of the Board; the individual teacher contract; or the supplemental teacher contract may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall within sixty (60) calendar days report the alleged grievance to his/her building principal and/or immediate supervisor, either through an informal verbal discussion or through formally filing the Grievance Report Form (Appendix D) with the principal and/or immediate supervisor. If an informal report is initially made and, after discussion, a grievance still exists, the teacher shall file a Grievance Report Form with the principal. The form shall be available from the Association representative in each building. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her appointed designee.
- C. Within five (5) working days of the receipt of the grievance, the principal shall meet with the Association's representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association's representative.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting or ten (10) working days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his/her designee shall meet with the Association's representative on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association's representative.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made, the grievance shall be carried to the School Board's next meeting. Unless otherwise requested, the grievance hearing before the Board shall be heard in executive session. A written statement will be issued to the Association by the School Board stating the final decision on the grieved matter. When the written statement is received, the grievance procedure is ended.

ARTICLE III - DUE PROCESS

- A. The Board agrees that all teachers should be developed to the highest level of competency. Teachers and administrative staff will work together to accomplish this goal.
- B. A non-permanent teacher may be dismissed or have his/her contract discontinued for the ensuing year in accordance with the Non-permanent Teacher Law, IC 20-28-7-9-12.
- C. Any non-permanent teacher not notified of discontinuance of his/her contract by May 1, by certified mail or in person by the Superintendent, shall be considered employed for the succeeding school year without prejudice and with a contract equal to the terms on the one immediately preceding unless the Board and the Association shall establish improved terms and conditions of employment.
- D. No semi-permanent or permanent teacher shall be reduced in status or compensation, demoted, discharged, or deprived of any professional advantage without just cause. No teacher shall be disciplined, reprimanded, or suspended without just cause.
- E. All rights guaranteed to the teachers under the United States and Indiana Constitutions shall be observed and supported by the Board.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost and will be afforded the option of having a public statement made by the Board for the purpose of alleviating any perception that inappropriate actions were taken by him/her.

ARTICLE IV - TEACHER EVALUATION

- A. The evaluation of the work of all the teachers is the responsibility of the administration. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. This evaluation is an on-going process.
- B. Any written evaluation shall be based upon observations of in-class and other assigned duties relating to the criteria outlined in the mutually agreed upon evaluation tool attached in Appendix E. After review of the written evaluation by the evaluator and the teacher, both parties shall sign a copy of the written evaluation.
- C. Evaluation of non-permanent teachers shall be done at least twice a year.
- D. Teachers assigned to more than one (1) school shall be evaluated cooperatively by the administrators directly responsible for such teacher's work performance.
- E. All permanent teachers must be given a formal written evaluation at least one (1) time every two (2) years prior to April 1 of that year. Unless the principal deems that additional formal written evaluations are needed or places the teacher upon a Professional Assistance Plan, all permanent teachers will complete a Professional Growth Goal Plan each year in which they are not formally evaluated.
- F. If a teacher desires an additional formal observation, a date that is mutually agreed upon shall be established. Additionally, if a teacher requests professional assistance, the principal shall provide suggestions for improvement.
- G. In the case where there are two (2) administrators in a single building, when a teacher requests a follow-up observation and subsequent appraisal of that observation after being observed once, the administrator who did not complete the first observation will complete the second observation.
- H. When the-administrative staff identifies a teacher whose deficiencies in performance could lead to the

recommendation to the Board of non-renewal of such teacher's contract, the administrator with authority over such teacher shall begin the following procedure:

1. Have a conference with the individual during which he/she advises such individual that he/she has identified certain deficiencies in such individual's performance which, if not corrected, could result in a negative evaluation and possible non-renewal or termination of the teacher's contract.
 2. Describe the deficiencies and desired corrections.
 3. Offer suggestions for improvement and a reasonable time for showing such improvement.
 4. Confirm the substance of the conference in writing within two weeks after the conference, taking care to restate in writing the substance of numbers 1-3 above.
- I.* Upon request, a teacher shall be given access during working hours to the contents of his/her teacher-personnel file or, if he/she so desires, the teacher shall be furnished a reproduction of the contents of his/her file.
- J.* No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature and date 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. Such signature does not necessarily indicate agreement with its contents.
- K.* Any reprimand, warning, or discipline of a teacher for any infraction of rules or delinquency in professional performance shall be issued in a professional manner. No teacher shall be reprimanded in front of students, other teachers, or parents. A teacher shall be entitled to have present a representative of the Association when such action is being taken. When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present.
- L.* Progressive discipline must be followed by the administration.
- M.* The teacher evaluation form is attached as Appendix E. The evaluation forms will be considered for review and revision under each language re-opener of the entire contract.

ARTICLE V - ASSOCIATION AND TEACHER RIGHTS

- A. The rights and privileges of the teachers' organization and its representatives as set forth in this Article shall be granted only to the Association as exclusive representative of teachers.
- B. The Association as the representative teachers' organization shall, at reasonable times, have the right to use school facilities and equipment, including computers and electronic mail.
- C. The Association, as the representative teachers' organization, shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided to each school building.
- D. The Board agrees to furnish the Association, upon reasonable advance notice, information and data the Association determines relevant to bargaining or for enforcement of this Master Contract.
- E. The provisions of this contract shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- F. After the beginning of the school year, the Association shall deliver to the Board the names of teachers who authorized payroll deduction and the amounts of membership dues and other assessments of the Association, including the National Education Association (NEA) and the Indiana State Teachers Association (ISTA). The Board shall deduct such sum in twenty-four (24) equal payments, starting with

the second (2nd) paycheck of the new school year. The deduction shall be remitted not less frequently than monthly to the Association Treasurer. The authorization for payroll deduction of membership dues shall be on a continuing basis unless revoked, in writing, by the employee through the Association.

- G. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, or any other plans or programs approved by the Association.
- H. Credit Union deductions may be made twenty-four (24) times per year.
- I. Credit Union changes may be made at any time upon written request by the teacher.

ARTICLE VI - DAYS AND HOURS

- A. The maximum school year shall not exceed 180 days for students and 183 for teachers, unless it is necessary to alter the length of the school year related to meeting state required minimum school year requirements.
- B. For the term of this contract, the school calendar shall be as determined by the Board after discussion with the Association.
- C. All teachers shall be provided at least thirty (30) consecutive minutes of duty-free lunch time each school day.
- D. Every junior and senior high teacher shall have at least one (1) unassigned period each day for preparation. Assignment to a supervised study period or hall duty shall be considered a teaching period.
- E. Elementary teacher preparation shall be supplemented with the addition of one and one-half recreation teacher or aide positions for the purpose of providing physical education activities for all elementary students.
- F. If, during the term of this agreement, any school or schools are closed on a working day during the school year and a teacher is released from duty by order of the School Corporation or by order of the health authorities, or if through no fault of the teacher, school cannot be held, then the teacher shall be entitled to receive his/her basic benefits during such time the school or schools are closed. In the event of such closings, the teachers shall be notified as soon as possible.
- G. The teacher work day shall be seven (7) hours and thirty (30) minutes. Administrators shall establish each school's workday through discussion with the exclusive bargaining unit and with Board approval. Parent/Teacher Conferences, Open-House, and other conferences may require time beyond the established workday.
- H. If a longer school day or a longer school year is mandated, teachers' salaries shall be prorated upward by individual teacher's hourly or daily rates-

ARTICLE VII – LEAVES

- A. Sick Leave. A teacher shall have ten (10) sick leave days for each school year in the Corporation. Unused sick leave days shall accumulate to two-hundred (200). A teacher may use accumulated sick leave days to care for ill or injured immediate family members. Immediate family shall mean spouse, children, parents, or persons domiciled in the home of the teacher. Each teacher will be provided a written accounting of the number of accumulated sick days the teacher has by October 1. Teachers who have a serious health condition that makes the teacher unable to perform the functions of his or her job may have additional rights to unpaid leave under the Family and Medical Leave Act. Information on these rights may be

obtained from the school's policy manual or the superintendent.

- B. Personal Leave. A teacher shall have three (3) personal leave days per school year. Any unused personal leave days shall be accumulated as personal leave days at the end of the school year to a maximum of five (5). Any personal days above five (5) shall accumulate as sick leave days at the end of the school year.

The number of teachers allowed to use personal leave days prior to Teachers In-service, Thanksgiving, Christmas, and Spring Vacation shall be restricted as follows:

1. Written requests for personal leave will be honored prior to the noted vacations and Teacher's In-service Days - on a first come first serve basis.
 2. A School Corporation maximum of twelve (12) personal leave requests - at those appointed times - will be honored simultaneously. Generally, three (3) personal leave requests per elementary school and six (6) personal leave requests at the junior-senior high school will be honored or until the Corporation maximum is reached
- C. Bereavement Leave. The School Board will provide the following days off without loss in compensation due to death of family members:
1. Seven (7) school days for father, mother, mother-in-law, father-in-law, husband, wife, child or person domiciled in the home of the teacher.
 2. Five (5) school days for brother, sister, grandparents, grandchild, or persons of similar relationship as established by marriage.
 3. Four (4) school days for aunt, uncle, niece, nephew or cousin.
 4. One (1) school day for friend. (Employee must give up a sick day.)
- D. Professional Leave. The Board may grant one (1) or more professional leave days per year to each teacher requesting such leave. Professional leave days are provided for the following purposes:
1. Attending and/or participating in professional meetings relating to education or extracurricular workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.
 2. Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs.

Teachers will be required to complete request forms and follow-up forms to attend professional development conferences and meetings. The request shall be filed in writing in duplication through the principal to the Superintendent.

- E. Jury Duty/Legal Leave. Teachers called for jury duty or to appear as a witness other than for the intent to bring a claim against Flat Rock-Hawcreek Schools shall receive full compensation less any amount paid by the court for said duty.
- F. Pregnancy Leave.-A teacher may use her accumulated sick leave days to cover all or any portion of her pregnancy leave. Should she exhaust her accumulated sick leave days before the end of her FMLA leave, the remainder of the leave could be taken without pay or the teacher could make application to the sick leave bank. The following procedures will be followed:

Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent at least thirty (30) days before the date she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided

in this section, immediately on her request and the certification of the emergency from an attending physician. All or part of a leave taken by a teacher because of temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave days. Should the teacher use up all her available sick leave, she is entitled to complete the remaining leave without pay or make application to the sick leave bank.

- G. Adoptive and Foster Care Leave. A Teacher may have leave rights under the Family and Medical Leave Act (FMLA) when a child is placed with him or her for adoption or foster care. Information on the FMLA may be obtained from the school's policy manual or from the superintendent.

The Teacher may use up to five (5) sick leave days from his or her accumulated sick leave during any foster care leave or may use sick leave days from his or her accumulated sick leave during any adoptive care leave under the FMLA.

- H. Health Care Leave. Whenever a Teacher suffers from a serious health condition that makes the Teacher unable to perform the functions of the Teacher's job, the Teacher may have leave rights under the Family and Medical Leave Act (FMLA). Information on the FMLA may be obtained from the school's policy manual or from the superintendent.
- I. Health Leave. In those instances where a teacher's health warrants it, a health leave shall, after one (1) year of service, be granted up to a maximum of one (1) year plus an unfinished year.
- J. Association Leave. The Association President, or his/her designee, shall be entitled to five (5) days each year for Association business without loss of compensation. Any unused association leave days may accumulate to a maximum of seven (7) days, all of which seven days may be taken in the same school year.

This accumulation shall include the association days provided for the current school year by the Master Contract.

ARTICLE VIII - SABBATICAL LEAVE

- A. The sabbatical leave policy is designed to provide an opportunity for those teachers who have been employed for five (5) or more years in the School Corporation to engage in professionally-related experiences having a major focus on self-improvement.
- B. Application forms (Appendix F) shall be filed with the office of the Superintendent by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by March 31 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 30 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the period requested for sabbatical leave.
- C. The Superintendent of Schools shall review all applications. Recommendation for approval or denial of sabbatical leave requests will be presented to the Board of School Trustees for action.
- D. Sabbatical leaves approved by the Board of School Trustees will be without salary and fringe benefits. A teacher may be allowed to continue in the approved corporation insurance programs at his/her own expense.
- E. A teacher granted sabbatical leave shall advance on the salary schedule and seniority list if he/she has been working as a teacher during said leave for a minimum of 120 days.
- F. Unless affected by Reduction-in-Force provisions, a teacher returning from sabbatical leave shall be

provided a teaching position within the school corporation.

ARTICLE IX - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Master Contract for each school year are set forth in Appendix A which is attached to and incorporated in this Master Contract.

The basic salaries of teachers covered by this Master Contract for school 2010-2011, 2011-2012, and 2012-2013 shall be determined as specified in an Agreement executed between the Board and the Association.

Teachers must teach for at least 120 days at FRHC schools to receive credit for one year on the seniority schedule. Teachers on temporary contracts shall not be given credit for seniority purposes.

- B. Credit shall be given for each year of military service up to a maximum of four (4) years.
- C. Teachers may receive credit on the salary schedule two (2) times each year for graduate level credit that is completed prior to the first day of each semester. Written notification of any adjustments shall be submitted to the Superintendent thirty (30) days in advance of the first day of the semester. Proper documentation, such as grade receipt with official transcripts submitted upon availability, of successful completion of coursework shall be furnished within thirty (30) days of the first day of the semester.
- D. Teachers with private teaching experience in an accredited school shall receive full credit on the salary schedule up to a maximum of eight (8) years on the same basis as credit extended for public school teaching experience.
- E. Three percent (3%) of the mandatory three percent (3%) TRF contribution shall be made by the Flat Rock-Hawcreek School Corporation. A teacher's gross wages will include all or any of the following:
1. the salary schedule herein contained in Appendix A,
 2. the extra duty pay schedule herein contained in Appendix B and C.
- F. Extra duty assignments shall be voluntary. Teachers involved in extra duty assignments, as set forth in Appendices B and C which are attached to and incorporated in this contract, shall be compensated in accordance with the provisions of this contract without deviation.
- G. Payment shall be every two (2) weeks beginning two (2) weeks after the last paycheck of the preceding contract. Payment may be 26 or 27 pays throughout the year or prepayment (lump payment) on the first regularly scheduled payday following the close of school for the balance of the year. The individual teacher may have the option of which payment plan he/she desires. Teachers wishing to exercise a single summer lump payment must request this option in writing by May 1 prior to the school year in which the payment is expected by letter and/or intent form submission. (See Appendix Form G.). Summer lump payment (6 payrolls) is not an automatic option.
- H. Mileage at the rate of forty (40) cents per mile shall be paid to teachers required to teach in more than one building on a regular basis. Travel shall be allowed from the building first assigned in the a.m. to other buildings required to travel to during the day. Payments shall be made in December and June based on a claim presented by the teacher. It shall be the responsibility of the teacher to itemize mileage and to present it to the Superintendent's office for payments.

ARTICLE X – RETIREMENT

All retirement benefits are spelled out in the Memorandum of Agreement Between the Board of School Trustees of the Flat Rock-Hawcreek School Corporation and the Flat Rock-Hawcreek Teachers Association as

established on August 19, 2003, in accordance with SEA 199. The provisions shall be as follows:

Buy Out of Contractual Retirement Benefits

A. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Flat Rock-Hawcreek School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. Be at least 55 years of age at the beginning of the school year (no later than September 1) in which he/she applies for participation in the program.
2. Have no less than twenty (20) years teaching experience for which credit has been granted by the Board of School Trustees. This shall include the year in which the application is made. The teacher must have at least fifteen (15) years of teaching experience for the Flat Rock-Hawcreek School Corporation.
3. Application to participate in the Retirement Bridge program shall be made in writing to the Superintendent of Schools prior to June 1 of the school year proceeding the retirement year. A teacher who submits a letter of intent to retire has until the following January 1 to rescind the letter. In the event of unforeseen extenuating conditions for the retirement, the Superintendent may waive the June 1 notification requirement.
 - a. Example: A teacher retiring after the 2002-2003 school year must submit a letter of retirement to the Superintendent of Schools prior to June 1, 2002. The teacher may rescind the intent to retire on or before January 1, 2003.
4. Show evidence of permanent retirement from the teaching profession by filing an application for retirement benefits with the Indiana Teachers Retirement Fund.
5. Should the retiree die before receiving all benefits payable under this section, remaining benefits shall be paid to the retiree's beneficiary or estate.
6. This plan is supplemental to the State Plan.

B. Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefits

The Educational Services, Inc. has been selected to determine the present value of the unfounded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, the Educational Services, Inc. shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first two (2) years and seven and one-half percent (7.5%) thereafter. For post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59), or at the end of the current year if the individual is already age fifty-nine (59) or older. If an employee continues employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing board contributions to the 401 (a), and the employee does continue to share in any future forfeitures.
3. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Articles X and XI of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-nine (59), or (b) satisfaction of the eligibility requirements listed above (1 through 6).

4. Using the method of calculation described in Article X of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments:
 - (a) For purposes of the calculations, projections of future sick leave accumulation shall be extrapolated based upon each individual's sick leave accumulation as of March 31, 2003 and assume an additional three (3) sick leave days per year until age fifty-nine (59).
5. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the employee.
6. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
7. The present value of the severance benefits and retirement bridge under the prior agreement shall be calculated, effective as of March 31, 2003.
8. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of March 31, 2003: base salary, age, years of service, and accumulated sick leave. Educational Services, Inc. shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within thirty (30) days from the date the school corporation distributes the information and the contributions hereinafter described will be commenced after such date. Corrections not returned to Board within thirty (30) days shall be disregarded.

C. Buy Out Contributions

1. 401(a) Plan. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Inc. as the present value for the retirement pay and severance benefits shall be contributed by the school corporation to the 401(a) plan within five (5) business days following receipt of the bond proceeds. The single investment vendor for the 401(a) plan shall be mutually selected by the Board and the Association. The 401(a) plan shall be as follows:
 - (a) The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
 - (b) Until such time that an employee has retired and satisfied the eligibility requirements in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
 - (c) If an employee retires or otherwise terminates employment before satisfaction of the requirements in this Agreement the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year among the remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations.
 - (d) Following retirement and the satisfaction of the eligibility requirements set forth in this Article, a retired employee may elect to commence distributions from his/her 401(a) plan account. If an employee dies after having satisfied the eligibility requirements, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no

beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) plan account.

- (e) The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

D. Future Adjustments

It is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Article.

Retirement Savings 401 (a) Annuity Plan

- A. The school corporation shall establish a qualified retirement plan as described in section 410(a) of the Code to be implemented in the 2004-2005 school year.
- B. The Board agrees to contribute a bargained amount of each bargaining unit member's base salary into each individual's separate 401(a) account. For 2009-2010, the school corporation shall contribute one percent (1%) for all members of the bargaining unit. For 2010-11, the school corporation shall contribute one-half percent (1/2%) for all members of the bargaining unit. Contributions for 2011-12 and 2012-2013 will be determined later through benefit negotiations.
- C. Each bargaining unit member is immediately vested upon the signing of the sixth (6th) consecutive regular teacher's contract with the school corporation.

Exclusion of Teachers: Teachers with less than three (3) full years of teaching experience on July 1, 2003, shall not be entitled to any payment for the eliminated Retirement Bridge or Severance Benefits.

Transition: Teachers who are fifty (50) years of age or older in 2003, who will meet the eligibility criteria in Section A., and who choose to retire at age fifty-five (55), fifty-six (56), fifty-seven (57), or fifty-eight (58) shall receive an additional amount calculated according to the old formula for the actual year of retirement minus the amount the teacher would have received under the old formula at age fifty-nine (59). Said teacher will be made whole for the difference from an account established by the school corporation in the amount of one hundred thirteen thousand dollars (\$113,000). Monies to fund this account shall come from the proceeds of the bonds issued under PL 199. If dollars from the unallocated account are exhausted, the school district is not obligated to fund the account with additional dollars. Should any money remain in the account after all eligible teachers have exhausted their opportunity to use the provisions of this section, the remaining amount to be distributed will be calculated on an actuarial basis and distributed accordingly to all remaining teachers in the buy out plan.

ARTICLE XI - SICK LEAVE BANK

- A. The purpose of the sick leave bank is to relieve teachers from the undue financial burdens as a result of an absence from work due to illness, injury, or incapacitation sufficiently severe that would make their presence in school inadvisable.
- B. Any certified personnel in the bargaining unit as defined in Article I, Paragraph A, shall be eligible to become a member of the sick leave bank.
- C. All donated days lose their identity and become property of the sick leave bank.
- D. Once a member, a teacher will remain a member of the bank as long as he/she has met the necessary donations.

- E. If the bank falls below 75 days, then each member shall be assessed up to two (2) days per year.
- F. The bank will be open for teachers to become members for thirty (30) working days following the opening of school each year.
1. New teachers may become members and if so, they will contribute two (2) days for the first time. The donation must be made within thirty (30) working days following the date of employment.
 2. Teachers who have been in the School Corporation may become members by paying all back assessments that should have been paid had the teacher joined the bank when that teacher first had the opportunity to join.
- G. The sick leave bank committee shall consist of the President of the Association, two (2) other representatives appointed by the Association, the Superintendent, and a second representative of the Board appointed by the Superintendent. The Superintendent shall be the chairperson of the committee.
- H. The procedure to obtain use of the sick leave bank is as follows:
1. Written application by the teacher or members of the teacher's family accompanied by a physician's certificate stating the nature, length of the disability, and prognosis of the teacher's condition, shall be submitted to the chairperson of the sick leave bank committee; Form is included in Appendix H.
 2. The applicant must be a member of the sick leave bank.
 3. The bank may be used only by the individual contributor for his/her personal illness.
 4. Days from the bank may be used only for those working days that the individual contributor is contracted during the regular school year.
 5. The applicant must use all available sick and personal leave days before application for use of the sick leave bank will be approved by the sick leave committee. However, the sick leave bank committee may grant days retroactively. Application shall be acted upon by the entire committee, and any positive decision must be by a majority vote of the committee. The chairperson must inform the applicant, or where advisable a member of the family, of the decision of the committee. The decision of the sick leave bank committee shall be final.
 6. The chairperson shall report any positive committee decision to the business office.
 7. The maximum number of days that may be granted per teacher shall be twenty (20) working days per school year.
 8. Part-time teachers who donate to the bank on a pro rata basis receive prorated benefits.
 9. A person who has used days from the Bank will be required to repay these days to the Bank at a rate of three (3) days per year until all the days have been paid back. If an employee:
 - a. Leaves the employment of the school corporation before the total number of days is paid back, then the remaining days owed will be deducted from the employee's total accumulated personal illness leave days left at that time. However, at no time will the equivalent of the remaining days be deducted from the teacher's salary.
 - b. Retires or dies before all days owed are paid back, the employee will not be required to pay back the balance owed.
 - c. Remains an employee of the Flat Rock-Hawcreek Schools and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the bank shall be deducted the same as if the person were continuing to be an active member.
 - d. Owes the Bank, repayment will begin with the school year immediately following withdrawal of days from the Bank.

ARTICLE XII- VACANCIES, TRANSFERS AND PROMOTIONS

- A. All known vacancies in present positions or newly created positions shall be posted in the office and faculty rooms of all buildings beginning May 1 of each school year and each fifteen (15) days thereafter. These notices shall include all known vacancies and newly created positions which shall occur during the following school year. No vacancy may be filled prior to ten (10) working days from the posting of such

notice unless the incumbent had failed to give proper notice twenty-one (21) days prior to leaving. When the incumbent fails to give proper notice (21 days), the position may be filled two (2) days after posting the vacancy.

- B. Any teacher may apply in writing to the Superintendent for the positions described above provided that he/she is properly certified in that area. All applications shall be given due consideration by the Superintendent.
- C. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent and building principal no later than April 1 for the succeeding school year.
- D. No assignment of new teachers to a specific position in the school shall be made unless all pending requests for transfer to that position have been denied. If a vacancy due to resignation occurs after August 1, the corporation is not required to act on transfer requests.
- E. Teachers who have requested transfers shall be given a written status report of their request no later than the close of the school year.
- F. When two or more equally qualified teachers apply for transfer to a position, the applicant with the greater length of service in the School Corporation shall be given preference.
- G. In the event that it is necessary after the beginning of the school year and prior to October 1st to create a new teaching position, the administration shall honor transfer requests, either to another building or another grade level, prior to filling the new positions. In order to be considered, these requests shall have been made in writing according to the established April 1st date at the conclusion of the school year.
- H. In the event any transfer is denied, the Superintendent or his/her designee shall communicate the reason for denial of the transfer if so requested by the applicant.
- I. When reduction in the number of teachers in a school is necessary, to the extent possible, all volunteers shall first be transferred, after which preference to remain shall be given to those with the longest time of service in the school corporation according to their major area of certification.
- J. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, presently employed and properly certified teachers will be given preference.
- K. Teachers who desire a promotion to an administrative or supervisory position shall file a written statement of such desire with the Superintendent within ten (10) working days of the posting of the notice announcing the position. Notices pertaining to administrative and supervisory positions will be posted according to the procedure outlined in Paragraph A.
- L. Administration selection process shall include consideration of the following:
 - Qualifications in area of vacancy
 - Personality and character
 - Ability to relate to others
 - System and building needs
 - Applicant's credentials
 - Length of service in the School Corporation
- M. In the event an internal promotion is denied, the Superintendent shall communicate the reason if so requested by the applicant.
- N. JOB SHARING: Teachers may request to participate in a Job Sharing assignment. Job Share

assignments involve two teachers who agree to share one teaching position. All Job Sharing assignments must be recommended by the principal to the superintendent, and must be approved by Board action.

1. The principal and Job Share Teachers must agree to the exact times and terms of the day each teacher will carry out assigned teaching duties. Job Share Teachers must submit a plan to the principal and superintendent for approval, detailing specific duties of each employee, including instructional delivery, daily preparation time, and non-instructional duties.
2. Requests for Job Sharing must be submitted in writing to the superintendent by January 15 of the year prior to the starting date of the Job Share.
3. A Job Share agreement shall be for one school year only. In order for a Job Sharing assignment to continue beyond one year, Job Share Teachers must again submit a plan to the principal and superintendent for approval, detailing specific duties of each employee, including instructional delivery, daily preparation time, and non-instructional duties. Job Share Teachers will be notified concerning Board action on a proposed Job Share on or before May 15.
4. Salaries and benefits for Job Share teachers shall be made on a proportionate basis.
5. Job Share Teachers, like full-time teachers, are expected to attend regularly scheduled faculty meetings, school-wide staff professional development opportunities, and parent-teacher conferences.

ARTICLE XIII- REDUCTION IN FORCE AND RECALL PROCEDURES

In the event a change in student population or other conditions necessitating a reduction of the number of teachers employed by the Board and for a recall of employees after such reduction, the following procedure shall be followed:

- A. In the event of a reduction in force, or recall after layoff, the following criteria as listed below shall be the sole determinants:
 1. Certification
 2. Seniority
- B. Seniority is defined as the teacher's length of continuous service in days from a teacher's date of hire in the Flat Rock-Hawcreek School Corporation and is not interrupted by approved leaves and absence. When two (2) or more teachers have the same length of service in days, then the teacher with the most total years of teaching experience shall be considered the senior teacher. Finally, in the event of a tie, the superintendent shall make the final decision.
- C. One Corporation-wide seniority list shall be established. This list shall contain names and dates of signing of initial contracts and all areas of certification for all teachers, including teachers on official leave of absence. The seniority list shall be posted in each faculty lounge and made available to each teacher who requests a copy thereof. This list shall be kept updated and posted annually during the entire month of May.
- D. A teacher whose current assignment is not available due to a reduction in force shall be allowed to displace the teacher in another teaching assignment in accordance with the criteria specified in Paragraphs A and B. Teachers who have been laid off will be recalled on the basis of seniority with the teacher with the most seniority on layoff being called back first, using the criteria specified in Paragraphs A and B.
- E. When there is an increase in teaching positions following such a layoff or positions become available through natural attrition, the teacher with the most length of service in the Corporation shall be the first to be offered employment.

- F. Any teacher offered a position that is less than he/she held prior to the reduction in force (i.e. part-time) shall be allowed to reject that offer without any change in standing on the recall list.
- G. Seniority shall be broken when a teacher:
 - 1. Resigns;
 - 2. Is discharged for just cause;
 - 3. Fails to report to work within (30) days after receipt of a written notice of recall to work after a layoff given by the Board, by registered or certified mail addressed to the teacher at his/her last address appearing on the records of the Board; except that a teacher who is employed in another school corporation at the time of recall shall be allowed to complete his/her contractual obligation before returning. In the unforeseen event that a teacher is unable to return within the thirty (30) day limit because of illness or physical incapacity, such teacher shall return as soon as he/she is released from his/her doctor's care. When a teacher turns down an offered position, that teacher does not have bumping rights over another RIF teacher who actually accepted the position.
- H. Teachers laid off shall not have their length of service broken and shall freeze at their current seniority level. Other benefits shall be frozen for his/her use upon return. If a laid-off teacher is employed by another school corporation, he/she also accumulates teaching experience.
- I. A teacher who has been laid off shall have insurance paid by the Corporation until the beginning of the next school year.
- J. A teacher, upon written request, shall be granted a voluntary leave of absence so as to reduce the number of layoffs.
- K. A teacher on layoff shall remain on the recall list for two (2) years from the RIF date so long as he/she expresses his/her desire to do so to the Board in writing.
- L. The notice given pursuant to this Article must be accorded a teacher by May 1.
- M. Association representatives shall serve as observers in both the layoff and rehiring process and in the determination of transfer and assignments that may result from such layoff or rehires.

ARTICLE XIV– INSURANCE

- A. Medical Insurance. From May 1, 2010-April 30, 2011, the Board agrees to provide a total of seven hundred ninety-five (\$795) per month for a group family plan or three hundred seventy-four dollars (\$374) per month for a single plan. Said medical insurance shall be placed with a carrier that is mutually acceptable to both parties.

The Board agrees to contribute an amount as determined by the parties pursuant to the Agreement executed between the parties for each plan year (with current mutually acceptable carrier, a plan year is from May 1 of current year to April 30 of subsequent year) of this Master Contract.

Deductions for the teacher's share of medical insurance premiums shall be made over twenty-four (24) pays.

- B. Life Insurance. The School Board hereby agrees to pay all but one dollar (\$1.00) of the premium cost of a \$50,000 term life insurance policy with double indemnity from a mutually agreeable company for each teacher. Each teacher shall have the right to purchase additional amounts of life insurance at his/her own expense.

- C. Long Term Disability Insurance. The Board hereby agrees to pay all but one dollar (\$1.00) of the premium cost of a Long Term Disability Plan from a mutually agreeable company for each teacher. Such insurance would provide for a minimum benefit of two-thirds (2/3) salary to age seventy-one (71). Such insurance shall go into effect on the ninety-first (91st) day of the teacher's illness or injury.
- D. Section 125. A flexible benefits plan from a mutually agreeable company under the provision of Section 125 is available for each teacher through salary reduction agreements. The plan will provide for the following benefits: the employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.
- E. Coverage While on Medical Leave. Teachers on approved medical leaves of absence shall be allowed to continue participation in Long Term Disability and Life at Board's expense at group rates.
- F. Coverage While on Leave. Teachers on approved leaves of absence shall be allowed to continue participation in the various group insurance plans described elsewhere in this Article, at teacher's expense at group rates.
- G. Retirement Coverage. Teachers who have retired from the Flat Rock-Hawcreek School Corporation with a minimum of ten (10) years of service in the Corporation shall be allowed to continue participation in the various group insurance plans described elsewhere in this Article, at teacher's expense, at group rates.

ARTICLE XV – RE-OPENERS

- A. Both parties agree to reopen the following in each year of this contract:

2011-2012 School Year:

Salaries
Benefits
ECA
Two Language Items Per Party

2012-2013 School Year:

Salaries
Benefits
ECA
Two Language Items Per Party

APPENDIX A Salary Schedule

2009-2011 SALARY SCHEDULE

- A. The basic salaries of teachers covered by this Master Contract shall be as set forth in the following schedule.

Experience	B.A./B.S.	B.A/B.S.+	M.A./M.S.
0	32,161	32,648	33,410
1	32,858	33,343	34,105
2	33,550	34,035	34,797
3	34,243	34,727	35,492
4	34,936	35,423	36,880
5	35,630	36,116	38,263
6	36,325	36,809	39,653
7	37,018	37,502	40,761
8	37,710	38,197	41,872
9	38,403	39,167	42,969
10	39,097	40,138	44,076
11			45,188
12			46,298
13			47,405
14			49,070
15			50,736
16			52,952
17			55,172
18			59,078

- A. Teachers with training beyond a Master Degree shall be compensated at a rate of \$50.00 per semester credit hour under the following conditions:

1. Only credit hours earned after May 30, 1985 shall be eligible for this additional compensation; and
2. Only hours approved by the Superintendent of Schools and earned in the teacher's area(s) of certification will be counted.

- B. The children of Flat Rock-Hawcreek teachers living outside this school district shall be allowed to attend the Flat Rock-Hawcreek School Corporation. The teacher must: (1) Adhere to all laws, rules and regulations of the State of Indiana with respect to pupil transfer(s) and transfer of tuition fees. (2) Notify the Office of the Superintendent at the time of the enrollment and to schedule payment of transfer tuition by payroll deduction. (Teachers who live outside this school district and who have children who attend Flat Rock – Hawcreek School Corporation shall receive additional compensation in the sum of the cost of tuition, payable by payroll deductions.

APPENDIX B Extra-Curricular Non-Athletic

2009-2011 NON-ATHLETIC EXTRA-DUTY ASSIGNMENTS

Assignment	0-2 Yrs. Exp.	3+ Yrs. Exp.
Band Director	2,378	3,171
Academic Coach (2)	564	751
Choral Director	1,565	2,087
Senior Class Sponsor (2)	192	256
Junior Class Sponsor (1)	1,690	2,253
Sophomore Class Sponsor (2)	342	457
Play Director	1,085	1,447
Assistant Play Director	271	361
Varsity and JV Cheerleaders	1,211	1,613
7 th & 8 th Grade Cheerleader Sponsors	667	891
9 th Grade Cheerleader	334	445
Elementary Cheerleader Sponsor (2)	605	807
Hauserette Sponsor	1,001	1,336
Yearbook Sponsor (2)	1,274	1,699
Department Heads (5)	667	890
Little Hoosier Sponsors (2)	1,022	1,363
Teacher In Charge	730	974
Hauser Historian Sponsor	1,022	1,363
Key Club Sponsor	863	1,151
German Club Sponsor	1,022	1,363
S.A.D.D. Sponsor	626	835
FCA	511	640
Elementary Student Council	511	640
National Honor Society (NHS) (New 2007-08)	200	
Sunshine Society (New 2007-08)	200	
Literary Magazine (New 2007-08)	200	
Elementary Math Bowl (New 2007-08)	200	
Elementary Science Bowl (New 2007-08)	200	
Elementary Spell Bowl (New 2007-08)	200	
Destination Imagination (New 2007-08)	200	
Spanish Club (New 2007-08)	200	
FCCLA (New 2007-08)	200	
Jet Steppers (New 2007-08)	200	
Danger Zone (New 2007-08)	200	
Hauser Student Council (New 2007-08)	200	
School Musical (New 2007-08)	200	

A. Credit for experience shall be granted in the following manner:

1. In-incorporation experience - Experience gained in a specific sport at either junior high or senior high levels shall be granted for that same sport or assignment within our corporation at other levels;
2. Out of corporation experience - Previous experience out of the corporation must be verified in writing prior to placement in a coaching assignment and shall be subject to review and approval by the Superintendent; and
3. Coaching experience - Experience for the varsity level of any sport must be gained at the varsity level in that sport either within or from outside the corporation. Experience in one

varsity sport may not be transferred to another sport. Varsity level experience may be transferred from a boys sport to a girls sport and vice-versa.

- B. A head varsity coach and his/her assistant varsity coaches whose team progresses past the sectional tourney level into regional, semi-state and state tourney levels will be paid an additional stipend for each full week worked beyond the sectional tourney level. Such stipend shall be calculated by dividing the length of the season, including practice weeks during which a game or games are held, into the regular athletic stipend as provided above. For the purposes of this computation only, the commencement of the length of the season shall be fourteen (14) days prior to the first official game or meet. This provision shall only apply to sports where the team qualifies to compete for a team championship pursuant to the rules of the Indiana High School Athletic Association.
- C. For the 2007-08 school year, the following ECA assignments will be offered \$200 per assignment if the duties associated with those positions have been completed and/or in the process of being completed by April 1, 2008 as determined by the building principal wherein the extra-curricular activity is assigned: National Honor Society, Sunshine Society, Literary Magazine, Elementary Math Bowl, Elementary Science Bowl, Elementary Spell Bowl, Destination Imagination, Spanish Club, FCCLA, Jet Steppers, Danger Zone, Hauser Student Council, and the Hauser School Musical.
- D. Mentor teachers will receive \$600 per mentee (up to two) per year. Certified mentors from the elementary schools for elementary mentees or from the secondary school for secondary mentees shall first be given the option of mentoring up to two mentees. If the certified mentor refuses the option, administration may offer the position to a certificated staff member for the same reimbursement as a certified mentor.

APPENDIX C Extra-Curricular Athletic
2009-2011 ATHLETIC EXTRA-DUTY ASSIGNMENTS

BOYS	0-2 Yrs. Exp.	3+ Yrs. Exp.
Varsity Basketball	4,299	5,731
Reserve Basketball	3,129	4,173
9 th Grade Basketball	2,086	2,782
8 th Grade Basketball	1,837	2,449
7 th Grade Basketball	1,837	2,449
5 th & 6 th Grade Basketball	1,252	1,669
Baseball	2,212	2,949
Reserve Baseball	1,669	2,224
Track	1,949	2,599
Jr. High Track	1,230	1,639
Cross Country (Boys & Girls)	1,691	2,115
Jr. High Cross Country (Boys & Girls)	886	1,182
Golf	1,586	2,115
Tennis	1,586	2,115
GIRLS	0-2 Yrs. Exp.	3+ Yrs. Exp.
Varsity Basketball	4,299	5,731
Reserve Basketball	3,129	4,173
Varsity Softball	1,954	2,536
Reserve Softball	1,418	1,842
8 th Grade Basketball	1,837	2,449
7 th Grade Basketball	1,837	2,449
6 th Grade Basketball	1,252	1,669
5 th Grade Basketball	1,252	1,669

Track	1,949	2,599
Jr. High Track	1,230	1,639
Varsity Volleyball	1,949	2,599
Reserve Volleyball	1,461	1,948
8 th Grade Volleyball	942	1,256
7 th Grade Volleyball	942	1,256
Tennis	1,586	2,115

A. Credit for experience shall be granted in the following manner:

1. In-corporation experience - Experience gained in a specific sport at either junior high or senior high levels shall be granted for that same sport or assignment within our corporation at other levels;
2. Out of corporation experience – previous experience out of the corporation must be verified in writing prior to placement in a coaching assignment and shall be subject to review and approval by the Superintendent; and
3. Coaching experience - Experience for the varsity level of any sport must be gained at the varsity level in that sport either within or from outside the corporation. Experience in one varsity sport may not be transferred to another sport. Varsity level experience may be transferred from a boys sport to a girls sport and vice-versa.

B. A head varsity coach and his/her assistant varsity coaches whose team progresses past the sectional tourney level into regional, semi-state and state tourney levels will be paid an additional stipend for each full week worked beyond the sectional tourney level. Such stipend shall be calculated by dividing the length of the season, including practice weeks during which a game or games are held, into the regular athletic stipend as provided above. For the purposes of this computation only, the commencement of the length of the season shall be fourteen (14) days prior to the first official game or meet. This provision shall only apply to sports where the team qualifies to compete for a team championship pursuant to the rules of the Indiana High School Athletic Association.

APPENDIX D Grievance Report Form

GRIEVANCE REPORT FORM

Grievance # _____

Flat Rock-Hawcreek School Corporation

- Distribution:
- 1. Superintendent
 - 2. Principal
 - 3. Association
 - 4. Teacher

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B.

1. State of Grievance _____

2. Relief Sought _____

Signature *Date*

C. Disposition by Principal _____

Signature *Date*

Position of grievant and/or Association _____

Signature *Date*

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date of School Board Meeting _____

B. Disposition of School Board _____

Signature

Date

APPENDIX E

**FLAT ROCK-HAWCREEK SCHOOLS EVALUATION
CERTIFIED STAFF**

[SEE LINK](#)

APPENDIX F Sabbatical Report Form

SABBATICAL REPORT FORM

Name _____ **Date** _____

Eligibility Requirements:

1. To be eligible, teachers must be employed for five (5) or more years in the FRHC School Corporation.
2. Teachers must apply for sabbatical leave no later than March 1 immediately prior to the September of the year of the intended sabbatical leave. Teachers shall be notified of status of Board approval by March 31.
3. For second (2nd) semester sabbatical leave, teachers must apply for leave by November 1. Teachers shall be notified of status of Board approval by November 30.
4. The sabbatical leave request shall include a written explanation for the leave, and an outline describing self-improvement activities for the period requested.
5. The Superintendent shall review all applications, and make a recommendation of approval or denial to the Board of School Trustees.
6. Approved sabbatical leave shall be without salary and fringe benefits. Teachers may continue in approved corporation insurance programs at his/her own expense. Teachers shall advance on the salary schedule and gain seniority so long as the sabbatical leave involves a teaching assignment, and meets the 120 day minimum teaching year.

-
- Beginning Date of Leave _____
 - Ending Date of Leave _____
 - Brief Explanation for Leave _____

 - Please attach an outline describing the activities for the period of leave requested.
-

Superintendent Recommendation: Yes ___ No ___ Date _____ *Superintendent*

Board Approval: Yes ___ No ___ Date _____

President of the Board of School Trustees

Secretary of the Board of School Trustees

Appendix G **Intent Form**

*In order for us to validate teaching positions for the upcoming school year, we are requesting that you **return the following completed survey to your Building Principal by April 1st of each year.***

Name: _____ Date: _____

Upcoming School Year Employment Plans

- ___ I **do** plan to return to my present position for the upcoming school year.
- ___ I **do not** plan to return to my present position for the upcoming school year. I will (or have) provide(d) the administration with a letter explaining reasons for my non-continuance prior to the end of the school year.
- ___ I would like to be considered for a transfer to another teaching position in the school district.
- ___ I anticipate a lane change (i.e. Bachelors to Masters) for the upcoming school year.

Summer Employment*

(*All class offerings and positions available to teachers are dependent upon adequate sources of funding.)

- ___ I am interested in teaching a **summer school** class.

Pay Option - End of Current School Year

- ___ I prefer to be paid on the **regularly scheduled** pay dates during June, July, and August.

(Payment shall be every two (2) weeks beginning two (2) weeks after the last paycheck of the preceding contract. Payment may be 26 or 27 pays throughout the year or prepayment (lump payment) on the first regularly scheduled payday following the close of school for the balance of the year. The individual teacher may have the option of which payment plan he/she desires. Teachers wishing to exercise a single summer lump payment must request this option in writing by May 1 prior to the school year in which the payment is expected by letter and/or intent form submission. (See Appendix form G.). Summer lump payment (6 payrolls) is not an automatic option.

Appendix H

Sick Leave Bank Request Form

Employee Name: _____ Date: _____

Number of Days Requested: _____ Total Number of Bank Days Used to Date _____

Guidelines:

- _____ Written application submitted by employee.
- _____ Physicians statement stating nature, length of disability, prognosis.
- _____ FMLA form 4358 submitted if applicable.
- _____ Employee is qualified member of sick bank.
- _____ Use is for personal illness only.
- _____ All employee sick/personal leave days must be used before approval, or granted retroactively.
- _____ Majority vote of committee members constitutes decision.
- _____ Maximum number of days granted shall not exceed 20 working days per school year.
- _____ At least 75 days shall be left in the sick bank.
- _____ Part-time teachers who donate to the bank shall receive prorated benefits.
- _____ Days must be paid back at rate of 3 per year.

- _____ Request granted for _____ days.
- _____ Sick Days will be retroactive after exhaustion of _____ sick days accumulated by employee.
- _____ Request denied.

President of Association Signature

Superintendent Signature

Committee Member Signature

Board Member Signature

Committee Member Signature

**Approved Agreement Between the
Flat Rock-Hawcreek Board of School Trustees and the
Flat Rock-Hawcreek Teachers' Association
For the 2010-2011 school year
May 4, 2010**

Approved Agreement:

- Accept master contract language for 2010-2011, 2011-2012, and 2012-2013.
- No language changes for 2009-2010 and 2010-2011 from either party.
- 0% increase to the salary schedule for the 2009-2010 and 2010-2011 school years.
- Renewal of the current insurance plans for May 1, 2010 – April 30, 2011 with no increase in medical premiums for both side and no increase in administrative costs for the plan.
- The Board contributes 1% of the teacher's base salary to the 401 (a) retirement savings for the 2009-2010 school year. The Board contributes ½% of the teacher's base salary to the 401(a) retirement savings for the 2010-2011 school year.
- A memorandum of agreement between FHTA and the Board will be written before September 1, 2010 to address parent/teacher conferences for the 2010-2011 and following school years.

Reopeners

- 2011-2012 and 2012-2013 salaries, benefits, ECA, two language items per party

Approved by the Flat Rock-Hawcreek Board of School Trustees May 4, 2010.

Flat Rock-Hawcreek Board of School Trustees

Flat Rock-Hawcreek Teachers' Association

Mr. Thomas Miller, President of Board of School Trustees

Mrs. Andrea Sullivan, Co-President of the Association

Mr. William Hill, Secretary of Board of School Trustees

Mrs. Janeen Blomenberg, Co-President of the Association