

*Approved*

~~Tentative Agreement~~  
2010-2011  
Fitzgerald Board of Education  
and the Fitzgerald Education Association

The new language is in ***bold face, italic type***. Deleted old language is ~~lined through~~. If the language does not appear, it means that it has remained the same as in the 2008-2009 contract.

**Teaching Conditions**

**Article 7.1, Elementary, page 10**

Extra pay at the rate of \$660.00 per student over the class limit per semester ***trimester*** prorated per diem until such time as the class enrollment drops to or below the maximum student count. This is retroactive to the first day of the overage.

**Article 7.1, Secondary, page 11**

Extra pay at the rate of \$138.00 per student over the class limit per semester ***trimester*** per hour, (prorated per diem) until such time as the class enrollment drops to or below the maximum student count. This is retroactive to the first day of the overage.

**Article 7.2., page 11**

~~The maximum class size may be in excess of thirty-three (33) in the areas of physical education (limited to an average of fifty (50) students per teacher per hour, and limited to fifty-five (55) middle school students per teacher per hour), vocal and instrumental music (where the facilities permit), typing (limited to thirty-six (36) students per class), if the Board can show cause for the excess. The Association shall be notified of all excesses.~~

***The maximum class size may only be in excess of classroom limits, if the Board can show cause for excess, in the areas of:***

- .21 Physical education limited to forty-five (45) students per teacher per hour, not to exceed 80 per facility***
- .22 Vocal and instrumental music (where facilities permit).***

***Class enrollment shall be limited to the facility number or available equipment.***

***The Association shall be notified of all excesses.***

**Article 7.1.3.33, page 11**

If more than four (4) EMI, EI, or LD students ***certified to receive special education services (exempting speech services)*** shall be mainstreamed into a regular class at any one time, with the exception of vocal and instrumental music, physical education, and vocational consortium classes, the teacher will be paid at the rate of \$100 per year for each such student over four. The pay will be prorated for students mainstreamed less than the full year.

**Article 7.5, page 13**

The Board shall reimburse any teacher up to ~~two hundred fifty dollars (\$250)~~ ***seven hundred and fifty dollars (\$750.00)*** for the damage or destruction of clothing or personal property having a value of five dollars (\$5.00) or more. Such damage must occur within a school building or be directly related with the execution of the teacher's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the teacher. The Board shall not pay for damage or destruction of a teacher's personal property if said property can be reimbursed under the provisions of some policy of insurance other than that naming the school district insured. All personal property brought into the building needs to be reported to the principal who shall maintain a list of all property owned by the employee. ***All claims must be made in writing by the teacher to the building principal.***

A teacher must file a claim for damaged or destroyed personal property, in writing, no later than the end of five working days after such damage or destruction occurred. The written claims will include what was damaged, amount of the damage, how it was damaged, location of the teacher's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

***Provided that the teacher furnishes an itemized list of classroom contents desired for insurance proposes, or has an insured car on district property, the district shall reimburse any teacher up to a maximum of two hundred and fifty dollars (\$250.00) toward the deductible limit on his or her homeowners' or auto insurance for a covered loss through theft of such contents; provided the member makes a claim.***

**Teacher Hours and Class Load**

**Article 8.1.1, page 13**

The length of the in-school work day will be ~~seven (7) hours and fifteen (15) minutes increasing to seven (7) hours and thirty-two (32) minutes beginning in the 2000-2001 academic year.~~

**Article 8.2.5, page 15**

High school or middle school teachers having an added class assignment will be paid an additional 10% of their current year salary schedule. Their work day will be extended by an instructional period to be scheduled by building principal after consultation with the teacher. These assignments will be offered by the principal **first** to certified and eligible **tenured** members of the department on a yearly, rotating basis according to seniority. ***In the event no certified and eligible tenured member accepts the assignment, it may then be offered to non-tenured teachers.***

**Special Teaching Assignments**

**Article 9.3.4, page 17**

The principal shall request volunteers from among non-classroom teachers, i.e., clinicians, resource teachers, etc., in lieu of their regular assignment. ***at the rate of \$22.00 per hour.***

**Professional Compensation, Retirement, Insurance Protection**  
**Article 19, page 39**

19.6 The Board shall provide, ~~without cost to the employee,~~ BC/BS, Plan A and B (or comparable). This plan will be called the Flexible Benefit Plan.

The Board shall pay the premium rate for the health insurance package which is in effect on October 1, 2000 and has a \$5/\$10 prescription co-pay. Beginning in 2002-2003 there shall be a \$10 prescription co-pay with district reimbursement for prescriptive insurance co-pay payment above the \$10, effective 2003-2004. ***Beginning in the 2011-2012 school year there shall be a \$10 prescription co-pay for generic prescriptions and a \$40 prescription co-pay for brand name prescriptions.***

~~Beginning July 1, 2004, for newly hired employees who are eligible for health insurance and whose full-time equated, annual salary<sup>1</sup> is less than \$37,000<sup>2</sup>, premiums for selected health insurance shall be paid on behalf of the teacher (not his/her spouse and or dependents as indicated in Plan A of Article 19.6.1.11 or Plan B of Article 19.6.2). Insurance eligible personnel may purchase spouse/dependent coverage at district group rates. (Notes: 1 Including annual wage determined by multiplying contracted annual hours times hourly rate; 2 Adjusted annually by percent of teacher contract wage improvement.)~~

.1 PLAN A -The Board shall provide all insurance benefits listed in section 19.6.1 for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under section 19.6.2 or 19.7 below. Such benefits shall be provided, ~~without cost to the teachers,~~ to each teacher and his/her dependents, as defined in the agreed upon specifications and copay dollar maximums.

- .11 Blue Cross Community Blue PPO Plan health insurance (or comparable): when appropriate, BC/BS (or comparable) or BC/BS limited Medicare supplement (or comparable) or Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and or dependents eligible for Medicare. ***Beginning January 1, 2012, all teachers will be provided with Community Blue PPO2 without cost and with copay dollar maximums set at \$500.00 for one member and \$1,000.00 for two or more members each calendar year. If there is not a successor agreement between the parties by January 1, 2013, and the premium cost of Community Blue PPO2 increases by more than 10%, then teachers shall contribute one-half (1/2) of the cost of the increase above 10% with a cap of \$50 a month for a single subscriber, \$75 a month for a two person plan and \$100 a month for a family plan.***
- .12 BC/BS Dental Plan K-80-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable), with no coordination of benefits, or BC/BS Dental Plan K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with internal and external coordination of benefits.
- .13 MASB-SET Term Life Insurance (or comparable) in the amount of forty-five thousand dollars (\$45,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- .14 BC/BS Vision insurance (or comparable) including internal and external coordination of benefits.
- .2 PLAN-B -Teachers not electing insurance benefits as described in section above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided without cost to teachers, to each teacher not enrolled in benefits under section 19.6.1 above, and his/her eligible dependents, as defined in the agreed upon specifications.
  - .21 BC/BS Dental Plan K-1 00-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with no coordination of benefits, or BC/BS Dental Plan K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with internal and external coordination of benefits.
  - .22 MASB-SET Term Life Insurance (or comparable) in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
  - .23 MASB-SET Dependent Term Life Insurance (or comparable) in the amount of ten thousand dollars (\$10,000) for each teacher's spouse and five thousand

(\$5,000) for each dependent child as defined in the agreed upon specifications.

.24 BC/BS Vision insurance (or comparable) including internal and external coordination of benefits.

~~.25 One hundred eighty (\$180.00)~~ **Two hundred dollars (\$200.00)** per month cash payment shall be added to gross pay for all individuals covered under 19.6.2. **If thirty (30) FEA members are covered under 19.6.2, then an additional two hundred and eighty (\$280.00) dollars per month will be received for a total of four hundred and eighty dollars (\$480.00) per month to be added to gross pay for all individuals covered.** The teacher desiring to use these funds for a tax deferred annuity shall select the T.DA from the list of district approved carriers.

**Duration of Agreement**  
**Article 23, page 47**

This Agreement shall become effective September 1, 2008 **2009** (except where otherwise noted) and shall remain in full force and effect until 11:59 p.m. August 31, 2009 **2012**.

**APPENDIX A-1**  
**WAGES**

**2009-2010 0% and step increases (which have already been granted);**

**2010-2011 0% and step increases (which have already been granted);**

**2011-2012 0% and freeze of all step increases. Based upon a comparison of the certified audit of 2009-2010 and 2010-2011, if the fund balance from 2009-2010 has not decreased more than \$250,000 at the end of 2010-2011 as revealed in the certified audits, then teachers shall receive a 1% off-schedule payment. If the fund balance change based upon the certified audit between 2009-10 and 2010-11 has decreased only between \$250,000 and \$450,000, the off-schedule payment shall be ½% rather than 1%. If the fund balance reduction between 2009-2010 and 2010-2011 is more than \$450,000, there shall be no off-schedule payment. The off-schedule payment, if due, is to be due on or before December 1, 2011 for all teachers on the payroll at that time.**

**APPENDIX A-6 - Salaries, Special Assignments, page 52**

Athletic Coordinator (Middle School)	6.0%
Marching Band Director	8.0%
Marching Band Assistant Director	3.5%
*Chapter 1 Resource Teacher	\$425.00
Class Sponsor (Senior)	5.5%
Class Sponsor (Junior)	2.5%
Class Sponsor (Sophomore)	2.0%
Class Sponsor (Freshman)	1.5%

*Coordinator, Bilingual Education	\$700.00
*Coordinator, K-12 Computer Education	\$700.00
*Coordinator, Distributive	\$700.00
*Coordinator, Office	\$700.00
*Coordinator, Trade and Industry	\$700.00
*Counselor, High School	\$825.00
*Counselor, Middle School	\$825.00
Debate Coach	3.0%
Dramatics Director	9.0%
Dramatics Assistant Director	4.5%
Forensics Director	1.5% <b>3.5%</b>
Music:	
High School Band Director	7.0%
Middle School Band Director	3.5%
Elementary Band Director	3.0%
High School Vocal Director	3.0%
Middle School Vocal Director	3.0%
Elementary Vocal Director	2.0%
National Honor Society (High School)	2.0%
Safety Patrol/Service Squad Sponsor	2.0%
*Special Education Teachers	\$425.00
*Special Needs Coordinator/Counselor	\$700.00
Sponsor Yearbook/Newspaper (High School)	4.0%
Sponsor Yearbook/Newspaper (Middle School)	2.0%
Student Council (High School)	5.5%

.1 Academic special assignments start at step one (1) of the current Bachelor's salary schedule. All future assignments are based on the current Bachelor's salary schedule.

.2 Credit up to step three (3) can be allowed.

\*Stipend to be eliminated when individuals currently (as of 6/30/90) in these positions leave them.

#### Appendix A-9, Salaries, Chaperone, page 54

~~Bargaining unit members shall be given priority consideration for all chaperon activities regardless of their building designation. Chaperon opportunities shall be given, in advance, on a semester basis, by the administration to all bargaining unit members. Chaperon positions, including outside groups in the auditorium, shall be offered to the bargaining unit members.~~

~~Compensation for chaperon services shall be: \$25.00~~

**Compensation for chaperone services shall be:**

**\$25.00 for the first activity.**

**\$35.00 for the second through fifth activity.**

**\$40.00 for each activity beyond the fifth activity.**

*Each building principal will draft a list of chaperone activities and the number of teachers necessary to chaperone each activity. Teachers shall voluntarily sign up for the activities. Preference may be given to a teacher volunteering for the lower number of activities, with seniority to be used as a tie-breaker.*

**Appendix A-12, Temporary Administrator Pay, page 55**

A temporary administrator will be paid an additional ~~\$20.00~~ **\$30.00** per day prorated for each day s/he is requested to substitute for an absent administrator. *A substitute will be provided for the temporary administrator's regular assignment.*

**Appendix A-14, Calendar Committee**

*The Calendar Committee will be compromised of three members from the Fitzgerald Education Association and Fitzgerald Public Schools to agree to a successor calendar for the 2011-2012 school year within the parameters of the law.*