

Tentative Agreement between the Franklin McKinley Elementary District and the FMEA March 22, 2021

The parties agree that this Article III TA and the TA's for Article IV and VIII complete these reopener negotiations. Unless otherwise specified all increases in Articles III, IV and VIII shall be effective July 1, 2021.

ARTICLE III: COMPENSATION

3.1 Salaries

For the ~~2019-2020~~2020-2021 school-year the salary schedule shall be increased by an equivalent of two ~~and one half~~ percent (2~~.0-5~~0%) retroactive to July 1, ~~2019~~2020. ~~In addition, for the 2019-2020 school year, the salary schedule shall be increased by an equivalent of one percent (1%) retroactive to July 1, 2019, and for the 2020-2021 school year, the salary schedule shall be decreased by one percent (1%) starting July 1, 2020, following ratification and approval of the agreement;~~

The District shall pay each unit member a \$4,500 off schedule bonus (pro-rated by FTE) for service provided during the 2020-2021 school year. This bonus will be paid in the month end June 2021 payroll.

3.2 Fringe Benefits

The District provides fringe benefits to unit members and their dependents as set forth below. The District also provides fringe benefits to domestic partners of unit members, subject to the requirements, verification, etc. of the benefit carriers.

3.2.1 The District shall pay the premium cost for dental and vision coverage for full-time unit members, and their dependents as provided below:

3.2.2 Effective beginning January 1, 2022, Ffor ~~the~~ each calendar year, the District shall pay for any premium increase beyond the previous calendar year premium up to 68%. Any difference will be deducted from the unit member's paycheck.

3.2.2.1 An example of the application of section 3.2.2 is as follows:

- a. If the hypothetical monthly premium in ~~2018-2020~~ is \$500;
- b. And the premiums increase by 10% for ~~2019-2021~~ to raise the new monthly premium to \$550;
- c. The District would assume the first 68% of the 10% premium increase;
- d. Therefore, the District's ~~2019-2021~~ monthly contribution would increase to \$530-540 ($\$500 \times 68\% = \3040) and the employee would contribute the remaining \$20-10 per month; and
- e. The \$530-540 District contribution level would become the new base.

3.2.3 A part-time unit member shall receive pro-rata fringe benefits with the option to receive full insurance coverage upon reimbursement to the District subject to conditions stipulated by the carrier.

3.4 Extra Pay:

The hourly pay for extra duty rate shall be \$~~46~~5.00.

3.4.2 Unit members who plan and present a training at the district or site level and prepare for that training outside of the contractual workday shall be compensated for up to 2 hours of planning time for each hour of content being presented at the hourly pay for extra duty rate. If the training is held outside of the contractual workday, the unit member shall be compensated for the actual presentation time at the hourly pay for extra duty rate at time and a half (1.5).

3.5 Master’s and National Board Certification Incentives:

3.5.1 First Master’s Incentive Increment: one thousand ~~five~~seven hundred dollars (\$~~1,500~~1,700)

3.5.2 Second Master’s Incentive Increment: one thousand ~~five~~seven hundred dollars (\$~~1,500~~1,700)

3.5.3 Doctorate Incentive Increment: one thousand ~~five~~seven hundred dollars (\$~~1,500~~1,700)

3.5.4 National Board Certification one thousand ~~five~~seven hundred dollars (\$~~1,500~~1,700) per year up to 10 years with a 5 year certification review.

All sections of Article III not changed shall remain status quo.

DocuSigned by:
Annette Givasty 3/29/2021
835E23A55E734AD...
For the District date

DocuSigned by:
Scott Studinson 3/30/2021
021464CD90EC482...
For the FMEA date

Tentative Agreement between Franklin McKinley Elementary District and the FMEA- March 22, 2021

Formatted: Font: 14 pt, Bold

ARTICLE IV: HOURS OF EMPLOYMENT

4.6.1.3 The plan will allow for adjusted days of which the District shall designate, on an annual basis. The schedule of adjusted days shall rotate on an alternating basis from administratively directed to teacher directed and shall not include the adjusted weeks for parent conferences. Teacher directed days shall be used exclusively for teachers to plan and perform duties directly related to the school and their instructional responsibilities which will increase student achievement. Minimum days shall not be scheduled on teacher directed adjusted days. All schools shall be on the same rotating adjusted day calendar.

If a staff meeting is scheduled in the same week as an administratively directed Thursday on the Thursday meeting the site administrator shall schedule a minimum of a contiguous 30-minute uninterrupted block of teacher directed time before or after the meeting but after instruction time with students is completed.

4.6.1.4 School sites will post the calendar/schedule of adjusted days prior to the start of the school year.

4.6.1.5 Fall parent conference shall take place within a District designated three (3) week window, unless an alternate week is requested by the site administrator and approved by the Assistant Superintendent of Ed. Services or designee. Fall and spring parent conference weeks are considered neutral weeks for the adjusted days calendar. The process in 4.6.1.1, will determine which week shall be the conference week and which of the remaining two weeks will be teacher and admin. directed. The schedule is subject to approval by the Assistant Superintendent of Ed. Services or designee.

4.7 The unit member's site administrator may approve a unit member's absence during the non-instructional work period for attendance at District-approved college or university course work. Such absence shall require prior approval by the on-site administrator. The time must be made up at a time mutually agreeable to the on-site administrator and the unit member.

4.8 Staff Meetings

There will be a maximum of twenty-one (21) administrator-required general staff meetings a year. Fifteen (15) of those meetings will be staff meetings and six (6) will be collaboration meetings. Such meetings shall begin within 15 minutes after students are dismissed and shall not last more than one hour.

4.8.1 Staff meetings are directed by the site administrator for the purpose of managing the site and curriculum. The definition of 'Staff Meetings' also includes grade level or collaboration

meetings held on Tuesdays only. The site administrator has the sole discretion to determine the agenda and the manner in which items are added to or removed from the agenda. Staff meetings are held on Tuesdays, but may be held at other times in case of an unusual circumstance. The site administrator also has the sole discretion to determine how staff meetings are scheduled and run.

4.9 Adjunct Duties

4.9.1 The District may require each unit member to participate in up to ~~thirty (30)~~twenty-five (25) hours of professional/adjunct activities and duties beyond the end of the regular work day. Unit members may voluntarily agree to exceed the ~~thirty (30)~~twenty-five (25) hours. Each adjunct duty shall have a posted estimation of time required. One (1) hour of work equals one (1) hour of adjunct duty. Teachers whose assignment includes a combination class shall have ~~fifteen (15)~~twelve (12) hours of adjunct duty. SDC and RSP teachers will complete their ~~thirty (30)~~twenty-five (25) hour requirement for adjunct duty by doing ~~fifteen (15)~~twelve (12) hours of adjunct duty and applying ~~fifteen (15)~~thirteen (13) hours to IEPs. Speech and Language Pathologists, A.P.E.'s and Psychologists shall not be required to participate in adjunct duties as required by this section; however, they have the option to voluntarily participate in adjunct duties.

4.9.2 At the beginning of the school year, the principal will hold a meeting with staff to discuss the adjunct duties and shall consider the input from staff in determining the list of adjunct duties. Unit members shall be given a list of adjunct duties for which they can sign up. In the event a unit member does not sign up for ~~30~~twenty-five (25) hours of adjunct duties, such duties may be assigned to ~~him/her~~the unit member by the principal.

4.10 The following duties are included as part of the member's professional responsibilities, regardless of whether they occur during the regular work day: Parent-Teacher Conferences, Back to School Night, and Open House.

4.11 All classroom teachers shall have a minimum of one (1) day of preparation time in their classroom prior to the start of the school year.

Status quo language on all sections not changed by this TA.

DocuSigned by:
Annette Grasty 3/29/2021
835F23A55E734AD...
For the District date

DocuSigned by:
Scott Skulimson 3/30/2021
021464CD90EC482...
For the FMEA date

Formatted: Font: Italic
Formatted: Font: Italic

**Tentative Agreement between Franklin McKinley Elementary District and the FMEA
March 22, 2021**

Formatted: Font: 14 pt, Bold

Formatted: Font: Italic

ARTICLE VIII: CLASS SIZE

8.1 The maximum class size for transitional kindergarten to third grade shall be 24 to 1.

8.2 The maximum class size for fourth through eighth grade classes shall be thirty-two (32) students at K-6 and K-8 schools.

8.3 Combination classes, grades K-3 shall be limited to twenty-two (22) students. Combination classes grades ~~K-6-6~~, shall be limited to twenty-eight (28) students. Combination classes that are self-contained in grades 7-8 at K-8 schools shall be limited to twenty-eight (28) students. If combination classes include two grades with different class size limits those classes shall be limited to the lowest grade's class size limit.

8.4 The District shall employ one (1) certificated staff member for every twenty-three point five (23.5) enrolled students in grades seven (7) and eight (8) at the middle schools. Administrative, and/or teaching leadership personnel, counselors, special education teachers, and librarians shall be excluded from this calculation.

8.4.1 The District will limit the total number of students assigned to each middle school teacher to one hundred sixty (160)

8.4.2 The District will limit the number of students assigned to each Physical Education, Band and Choral teacher to two hundred (200) students. These limitations do not apply to the activity period.

8.4.3 The maximum class size for middle school teachers shall be thirty-two (32) for all classes except Physical Education, Band, and Choral.

8.4.4 The maximum class size for Physical Education teachers shall be forty-four (44) students.

8.5 The maximum caseload for a Resource Specialist shall be twenty-eight (28) students; for a Speech and Language Pathologist, fifty-five (55) students; Teachers of the Visually Impaired (TVI), fourteen (14) Students and for an A.P.E. Teacher, fifty-five (55) students, and for Pre-K, Speech and Language Pathologist, forty (40) students.

8.5.1 There shall be a minimum of two (2) FTE psychologists assigned to the preschool assessment center.

8.6 The District shall not exceed a class size of thirteen (13) in any Cross-Categorical Special Day Class. If the fourteenth (14th) student is enrolled, a stipend shall be paid to the teacher at the rate of Fifteen dollars (\$15.00) per day per student for any student in

excess of thirteen (13). In no event shall the actual enrollment exceed fourteen (14) students. This stipend shall be paid on a monthly basis.

8.6.1 Upon the thirteenth (13th) enrolled student, an additional hour of aide time shall be provided by the District.

8.6.2 General Ed teachers shall be compensated at the rate of five dollars (\$5.00) per day per student for any SDC student(s) mainstreamed into their classroom if that SDC student puts the General Ed teacher over their class size limit. A teacher eligible for this payment shall be responsible for submitting the tracking form signed by the teacher and the principal to the site in accordance with the schedule provided by the District.

8.7 The District shall not exceed a class size of ten (10) in any Categorical SH/Autism Special Day Class, SH/Emotionally Disturbed Special Day Class, and SH/Lifeskills Special Day Class. If the 11th student is enrolled, a stipend shall be paid to the teacher at the rate of fifteen dollars (\$15) per day per student for any student in excess of ten (10). In no event shall the actual enrollment exceed eleven (11) students. This stipend shall be paid on a monthly basis.

8.8 Specialized or experimental programs or projects approved by the Board may deviate from the class maximums noted above. Individual teachers, however, may elect not to participate in such projects.

8.9 No grievance regarding class size shall be filed until after Labor Day.

8.10 The class size provisions noted above may be exceeded in the event of an emergency.

8.11 The following positions shall be provided unless a reduction in positions is authorized by the Board of Education. Such Board action is excluded from the Grievance Procedure (Article X).

Counselors	3 per District
Music Teachers	4 per District
Nurses	4.2 per District
Psychologists	4 per District
Speech and Language Pathologists	6.5 per District
Resource Specialists Local Planning Area)	As authorized and funded by SELPA (Special Education

8.11.1 The District shall attempt to establish its staffing configurations for any positions other than classroom teachers by March 15 and notify all of the unit members involved of its decision.

8.12 Since the inclusion or mainstreaming of a special day class student with exceptional needs into a regular classroom demands significant additional teacher time and/or preparation, the unit member may request a conference with the site administrator, SDC teacher,

resource specialist(s), and/or a representative from Special Education in order to discuss concerns and explore possible alternatives. These may include, but are not limited to, the following:

- a. Reassignment of student(s)
- b. Additional aide time
- c. More special education specialist time and/or assistance
- d. Other consultation and/or assistance
- e. Supplemental materials

8.12.1 General education teachers who attend an IEP meeting for any SDC student who is not on their roster will be compensated for thirty (30) minutes at the hourly extra duty rate. This additional pay shall apply only for meetings that are in excess of 30 minutes long.

8.13 Overage Caps

Overages shall not exceed contractual class size, total number of students assigned, or caseload levels beyond the following number of assigned students:

- a. Grades TK-1: one (1) over class size.
- b. Grades 2-3: two (2) over class size.
- c. Grades 4-6: one (1) over class size.
- d. Grades 7-8 (at elementary schools): one (1) over class size.
- e. Grades 7-8 (middle-school): ten (10) over total number of students assigned.
- f. Resource Specialists: one (1) over caseload.
- g. Physical Education, Band & Choral classes covered by Article 8.4.2: ten (10) over total number of students assigned.
- h. Speech and Language Pathologists, A.P.E. Teachers, Pre-K/T-K Speech and Language Pathologists: two (2) over caseload.

8.13.1 Compensable Overages

Members shall be entitled to extra compensation for overages.

- a. Members are not entitled to extra compensation for any overages that occur before the end of the tenth instructional day of the school year.
- b. This compensation shall be paid on a monthly basis and begins with the over-enrollment of any student beginning the eleventh day of the school year.

8.13.2 Amount of Compensation

Extra compensation for compensable overages shall be as follows:

a. Grades T-K-6:
Thirteen dollars (\$13.00) per student per day that there is a class size overage. In grades 4-6 with block/core scheduling: Thirteen dollars (\$13.00) per student per day that there is a class size overage which will be divided equitably amongst the core (ELA, Math, Science and Social Studies) teachers who have the overage.)

b. Each 7th and 8th grade teacher at a K-8 school will be compensated \$3.00 per period/subject that they have 33 students enrolled.

c. Resource Specialists: Thirteen dollars (\$13.00) per student, per day that there is a caseload overage

d. 7th & 8th grade middle school classes, Physical Education classes and Band & Choral classes covered by Article 8.4:

Five dollars (\$5.00) per student, per day that there is a total number of students assigned overage.

e. Speech and Language Pathologists, A.P.E. Teachers, Pre-K/T-K Speech and Language Pathologists:

Twenty-two dollars (\$22.00) per student, per week, that there is a caseload overage.

8.13.3 Assignment of Overages

Where the District determines that assigning a student will cause a class size, daily count or caseload overage, it will first request volunteers. If no teacher volunteers, the District is authorized to assign the student, except as provided below. ~~is~~

The District shall not require any 4th-8th grade teacher in a K-6 or K-8 school to accept a student assignment that causes an overage if the student is being assigned for a period greater than two school weeks, unless the assignment is during the last four weeks of school.

Any language in Article VIII not changed by this Agreement shall remain status quo.

DocuSigned by:
Annette Grady
3/24/2021
E3A73422806541A...
For the District date

DocuSigned by:
Scott Skulimson 3/24/2021
F2A2A9E0AD68417...
For the FMEA date

