

July 1, 2007 - June 30, 2009

CONTRACT

between

**Independent School District No. 271
Bloomington, Minnesota**

and

**Bloomington Federation of Teachers
Local #1182, Education Minnesota
AFT, NEA, AFL-CIO**

TABLE OF CONTENTS

SECTION 1 – PURPOSE 1

 1.1 Parties 1

SECTION 2 – RECOGNITION OF EXCLUSIVE REPRESENTATION..... 1

 2.1 Recognition 1

SECTION 3 – DEFINITIONS 1

 3.1 Terms and Conditions of Employment 1

 3.2 Teacher..... 1

 3.3 District 1

 3.4 Hire Date..... 1

 3.5 Break in Service..... 1

 3.6 Seniority Date 1

 3.7 Temporary Assignment Contract..... 1

 3.8 Part-time Teachers 1

 3.9 Itinerant Teachers 2

 3.10 Work Day or Standard Professional Day 2

 3.11 Credit Hours..... 2

 3.12 Title I Teachers 2

 3.13 ESL Teachers..... 2

 3.14 Hourly Beacon Teachers..... 2

 3.15 Other Terms 2

SECTION 4 – DISTRICT RIGHTS..... 2

 4.1 Inherent Managerial Rights..... 2

 4.2 Effect of Laws, Rules, and Regulations..... 2

 4.3 Notification of Retirement 2

SECTION 5 – TEACHER AND FEDERATION RIGHTS 2

 5.1 Right to Views 2

 5.2 Right to Join..... 2

 5.3 Request for Dues Check Off..... 2

 5.4 Personnel File 3

 5.5 Investigative Protocol 3

 5.6 Progressive Discipline 3

 5.7 Use of District Facilities 4

 5.8 Credit Union Check Off..... 4

 5.9 Building Committees 4

 5.10 Meet and Confer 4

 5.11 Federation Business 4

 5.12 Non-Unit Positions 4

 5.13 Long Call Reserve Teachers 4

 5.14 Filing of License 4

 5.15 Job Posting..... 4

 5.16 Teacher Transfer Process..... 5

SECTION 6 – BASIC SCHEDULES AND RATES OF PAY 5

 6.1 Schedules 5

 6.2 Status of Schedules 5

 6.3 Longevity Pay 5

 6.4 Long Call Reserve Teachers 5

 6.5 Title I, ESL Teachers and Occupational Therapists 6

 6.6 Beacon Teachers 6

 6.7 Salaries for Special Groups and Individuals 6

 6.8 Leadership Positions 6

 6.9 Extra-Curricular Assignments 7

 6.10 Lane Placement on the Teacher Salary Schedule 7

 6.11 Step Advancement 8

6.12	Schedule of Payment.....	8
6.13	Summer School	8
SECTION 7 – GROUP INSURANCE.....		8
7.1.	Insurance Eligibility	8
7.2.	Health/Hospitalization Insurance	8
7.3	Dental Insurance.....	9
7.4	Life Insurance.....	10
7.5	Long-Term Disability Insurance	10
7.6	Duration of Insurance Contribution	10
7.7	Retirement Health and Hospitalization Insurance.....	10
SECTION 8 – OTHER BENEFITS		11
8.1	Retirement Benefit (Teachers hired on or before July 1, 1988).....	11
8.2	Mileage Reimbursement	11
8.3	Tax Sheltered Annuities (TSA).....	11
SECTION 9 – LEAVES OF ABSENCE.....		12
9.1	Sick Leave.....	12
9.2	Emergency or Required Leave (ERL).....	12
9.3	Personal Days.....	12
9.4	Leave of Absence without Pay	12
9.5	Child Adoption Leave	13
9.6	Professional Leave	13
9.7	Absence Due to Worker's Compensation.....	13
9.8	Military Leave.....	13
9.9	Loss of Time Due to Assault or Threat	13
SECTION 10 – LAYOFF.....		13
10.1	Unrequested Leaves of Absence	13
10.2	Seniority Date.....	14
10.3	Layoff Procedure.....	14
10.4	Status while on Leave	14
10.5	Recall.....	14
10.6	Establishment of Seniority List	15
10.7	Effect.....	15
SECTION 11 – HOURS OF SERVICE.....		15
11.1	Standard Building Schedule	15
11.2	Standard Professional Day	16
11.3	Part-Time.....	16
SECTION 12 – LENGTH OF THE SCHOOL YEAR.....		16
12.1	Teacher Duty Days.....	16
12.2	First-Year Probationary Teacher Work Year	17
12.3	Alteration in Calendar	17
SECTION 13 – PROFESSIONAL DEVELOPMENT.....		17
13.1	Professional Development Fund	17
13.2	Sabbatical Leaves	18
13.3	National Board for Professional Teaching Standards Certification	18
SECTION 14 – COMMUNITY EDUCATION		18
14.1	Recognition	18
14.2	Community Education Teachers	19
14.3	Included by reference	19
14.4	Insurance Benefits	19
14.5	Hours of Work.....	19
14.6	Step Advancement.....	19
14.7	Holidays	19
14.8	Preparation and Other Time	19
14.9	Layoff.....	20

14.10 Probationary Period of Employment 21
14.11 Rates of Pay 21
14.12 Longevity Pay 21
SECTION 15 – GRIEVANCE PROCEDURE 22
15.1 Informal Issue Resolution 22
15.2 Grievance Procedure 22
SECTION 16 – DURATION 24
16.1 Terms and Reopening Negotiations 24
16.2 Effect 24
16.3 Finality 24
16.4 Severability 24
SCHEDULE A – 2007-08 TEACHER SALARY SCHEDULE 26
SCHEDULE B – 2008-09 TEACHER SALARY SCHEDULE 26
SCHEDULE C – 2007-08 & 2008-09 EXTRA-CURRICULAR SCHEDULE 27
SCHEDULE D – 2007-08 & 2008-09 COMMUNITY EDUCATION TEACHER HOURLY SCHEDULE 31
SCHEDULE E – 2007-08 & 2008-09 OTHER SCHEDULES 31
SCHEDULE F - ELIGIBILITY BASED ON HIRE DATE 32
MEMORANDUMS OF UNDERSTANDING 33
FEDERATION PRESIDENT RELEASE TIME 33
ISSUES FORUM 33
SCHEDULE C – EXTRA-CURRICULAR SCHEDULE 34
SCHEDULE E – OTHER SCHEDULES 34
ONLINE AND HYBRID CLASSES 34
HEALTH SAVINGS ACCOUNT (HSA) – AGREED ON APRIL 11, 2008 35

**SECTION 1 –
PURPOSE****1.1 Parties**

This Contract, entered into between the School Board in its capacity as the governing body of Independent School District No. 271, Bloomington, Minnesota, hereinafter referred to as the District, and the Bloomington Federation of Teachers, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for employees during the duration of this Contract.

**SECTION 2 –
RECOGNITION OF EXCLUSIVE REPRESENTATION****2.1 Recognition**

In accordance with PELRA, the District recognizes the Federation as the exclusive representative of teachers employed by the District. The exclusive representative will have those rights and duties as prescribed by PELRA and as described in the provisions of this Contract.

**SECTION 3 –
DEFINITIONS****3.1 Terms and Conditions of Employment**

Terms and conditions of employment mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the District. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employees and employers and the scope of negotiations.

3.2 Teacher

All persons in the appropriate unit employed by the District in a position for which the person must be licensed by the Board of Teaching, but will not include the superintendent, assistant superintendents, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law.

3.3 District

School Board or its designated representative.

3.4 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary or substitute employment. See table in Schedule F. Hire Date may differ from Seniority Date.

3.5 Break in Service

A resignation, retirement, or termination. It does not include an unrequested leave of absence (as long as the affected teacher retains recall rights), long-term disability leave, workers compensation leave, medical leaves, Board-approved leave, or voluntary or involuntary interruption of employment less than thirty (30) calendar days.

3.6 Seniority Date

The first paid day of work in a position covered by this Contract without a Break in Service. Seniority Date may differ from Hire Date.

3.7 Temporary Assignment Contract

Extra compensation for specific tasks as assigned by the District.

3.8 Part-time Teachers

Those teachers contracted for less than seven and one-half (7½) hours per day or less than five (5) days per week.

- 3.9 Itinerant Teachers**
Those regular contract teachers who teach in more than one building.
- 3.10 Work Day or Standard Professional Day**
The number of hours of contracted service per day.
- 3.11 Credit Hours**
The credits used on the Teacher Salary Schedule are quarter hours. One (1) semester credit will equal one and one-half (1½) quarter credits.
- 3.12 Title I Teachers**
Teachers hired under the Federal Title I project.
- 3.13 ESL Teachers**
Teachers hired to teach English as a Second Language.
- 3.14 Hourly Beacon Teachers**
Teachers hired on an hourly part-time basis to teach in the Beacon program.
- 3.15 Other Terms**
Terms not defined in this Contract will have those meanings as defined by PELRA.

SECTION 4 – DISTRICT RIGHTS

- 4.1 Inherent Managerial Rights**
The Federation recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and program of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All management rights and management functions not expressly delegated in this Contract are reserved to the District.
- 4.2 Effect of Laws, Rules, and Regulations**
The Federation recognizes that teachers covered by this Contract will perform the services of a teaching and non-teaching nature prescribed by the District and will be governed by federal laws, the laws of the State of Minnesota, and the rules and regulations of the Minnesota Department of Education (MDE).
- 4.3 Notification of Retirement**
Teachers will notify the District's Human Resource Office of their retirement plans before February 15 in the year in which they plan to retire. Rescission of retirement notification will be allowed in order to avoid a teacher being subject to unanticipated financial hardship as a result of retirement.

SECTION 5 – TEACHER AND FEDERATION RIGHTS

- 5.1 Right to Views**
Nothing contained in this Contract will be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to interfere with the full, faithful and proper performance of the duties of the employment or circumvent the rights of the Federation; nor will it be construed to require any teacher to perform labor or services against his/her will.
- 5.2 Right to Join**
Teachers will have the right to join any teacher organization, but membership in a teacher organization will not be required as a condition of employment.
- 5.3 Request for Dues Check Off**
Teachers will have the right to request and be allowed dues check off, provided that dues check off proceeds will not be allowed any teacher organization that has lost its right to dues check off pursuant to PELRA. Dues check off will be allowed to any teacher organization in equal installments commencing on a mutually agreed

date.

5.4 **Personnel File**

Teachers will be officially notified by the Executive Director of Human Resources in writing within five (5) days when material(s) are placed in the personnel file. Only one official personnel file will be maintained on any teacher and will be made available to each individual teacher or the teacher's representative during the regular business hours of the Office of Human Resources upon written request. The teacher will have the right to reproduce any of the contents of the file at the teacher's expense, to submit for inclusion in the file written information in response to any material contained therein and to initial and date items examined.

5.5 **Investigative Protocol**

A teacher facing allegations of misconduct will be notified of such allegations before any disciplinary action is taken. The teacher will be allowed to have a Federation representative with him/her at any meeting with the Administration that may lead to disciplinary action. Should the teacher desire Federation representation, reasonable time, not to exceed 24 hours, will be allowed to arrange for such Federation representation. Any suspension from work during an investigation will be with pay and the suspension days will not be deducted from any accrued leave. A teacher charged with allegations of misconduct will be given a timely response to his/her request for progress reports regarding the status of the investigation from the Office of Human Resources. All documents related to the investigation will be expunged from the teacher's personnel file when the allegations are unsubstantiated or inconclusive, except to the extent requested by the teacher.

5.5.1 **Information:** When a teacher is subject to an investigation of alleged misconduct, the teacher will receive the following information from the Office of Human Resources:

- a. The allegation(s) that have been made, including a specific description of the alleged incident(s), except to the degree that it does not violate the rights of the alleged victim;
- b. Where the alleged incident(s) took place; and
- c. The date(s) of the alleged incident(s).

5.6 **Progressive Discipline**

Teachers will only be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless the circumstances warrant otherwise:

Step 1. Oral Warning (during which the supervisor will, after offering Federation representation, state to the teacher that an oral warning is being issued)

Step 2. Written Reprimand

Step 3. Suspension Without Pay

Step 4. Termination

5.6.1 Teacher Rights

- a. **Teacher Right of Federation Representation:** If a teacher believes that the outcome of a discussion with a supervisor may result in discipline, the teacher has a right to ask for Federation representation.
- b. **Teacher Right of Written Response:** The teacher will have a right of written response at any time that a written disciplinary action is issued to the teacher's District personnel file. Such response will be attached as a permanent addendum to the written disciplinary action.
- c. **Teacher Right of Grievance:** Following the issuing of a written reprimand/letter of deficiency to the teacher's District personnel file, a teacher will have the right of grievance under the grievance procedure of this Contract.
- d. **Teacher Statutory Rights:** Nothing in Section 5.6 will modify the teacher's rights under Minnesota Statute. However, any teacher challenge of discipline separate from the provisions of this Contract will cause an immediate suspension of rights of Contract grievance until such time as the separate challenge has been revoked.

5.6.2 **Administrative Leave with Pay:** An administrative leave with pay will not be considered a disciplinary action under Section 5.6.

5.7 Use of District Facilities

The Federation will be permitted the use of school property at reasonable times, paying the reasonable cost usually charged by the District for such use, provided that this will not interfere with or interrupt normal school operations. The Federation will have the right to post official notices of their activities and matters of concern to teachers and may use the District mail boxes, electronic mail and voicemail service for distribution of information.

5.8 Credit Union Check Off

The District agrees to deduct from the teachers' salaries payments to the Richfield Bloomington Credit Union, Teacher Federal Credit Union and the United Educators Credit Union, if available, in the manner presently in effect and prescribed by the District payroll department.

5.9 Building Committees

The Federation may organize committees of up to three teachers from each building. The Building Committee will have the right to meet with the building principal at mutually convenient times to discuss matters of professional concern at the building level.

5.10 Meet and Confer

All policies and matters relating to teachers' employment not covered in this Contract will be subject to Meet and Confer, pursuant to PELRA.

5.11 Federation Business

5.11.1 **Business Leave:** The Federation will have annual business leave of up to twenty (20) days per year for the Federation President or designee. Such leave will not accrue. Should more than twenty (20) business leave days be required, the Federation will reimburse the District for the cost of a reserve teacher hired while the business leave is being utilized.

5.11.2 **Mediation:** The District will pay the full salary for up to eight (8) teachers designated by the Federation to attend mediation meetings. The District will pay for the reserve teacher(s) retained to cover for those teachers attending mediation.

5.11.3 **President Release Time:** In the event the Memorandum of Understanding regarding Federation President Release Time is not renewed, the Federation President will be granted up to twenty-five (25) paid days per year to fulfill work that is in the mutual interest of the District and the Federation. The District will pay for the reserve teacher for the Federation President for these days.

5.11.4 **Notice:** The Federation will give notice in writing to the Superintendent or designee at least five (5) working days in advance, where practical, that the Federation intends to use leave under this Section.

5.12 Non-Unit Positions

Teachers in the teacher bargaining unit as of July 1, 1993, who subsequently accept a District non-unit position, will earn seniority within the teacher bargaining unit for a period not to exceed five (5) years.

5.13 Long Call Reserve Teachers

A Long Call Reserve Teacher placed under and completing an individual contract for ninety (90) or more working days between August 15 and June 15 of any given school year will, upon teacher request, immediately qualify for the District's initial interviewing process for screening applicants for teacher positions.

5.14 Filing of License

Teachers will be responsible for filing their license(s) to teach with the District.

5.15 Job Posting

All teaching openings caused by resignations, retirements, deaths, transfers, or the creation of new positions will be posted to enable properly licensed teachers to apply.

5.15.1 **Notification:** Job posting notices will contain the date of the posting, the qualifications for the position, and the day by which the applicant must apply for the position. Job posting notices will be posted in the Office of Human Resources, in each building and on the District's website a minimum of five (5) days, excluding holidays and weekends, prior to the application deadline.

5.15.2 **Application:** Teachers who wish to apply for an opening will file a letter of interest and an updated résumé with the Office of Human Resources within the time limits specified in the job posting notice.

The District will interview all properly licensed internal applicants.

5.15.3 **Extracurricular Postings:** Where possible, the District will follow the above procedures for all extracurricular positions listed in Schedules C and E.

5.16 **Teacher Transfer Process**

By February 15 of each year, the Federation and the District will meet to review and/or develop timelines and guidelines for the teacher transfer process.

SECTION 6 – BASIC SCHEDULES AND RATES OF PAY

6.1 **Schedules**

The attached schedules are a part of this Contract.

Schedule A: 2007-08 Teacher Salary Schedule

Schedule B: 2008-09 Teacher Salary Schedule

Schedule C: 2007-08 & 2008-09 Extra-Curricular Schedule

Schedule D: 2007-08 & 2008-09 Community Education Teacher Hourly Schedule

Schedule E: 2007-08 & 2008-09 Other Schedules

Schedule F: Eligibility Based on Hire Date

6.2 **Status of Schedules**

6.2.1 **2007-08 Schedules:** 2007-08 Schedules will be effective July 1, 2007.

6.2.2 **2008-09 Schedules:** 2008-09 Schedules will be effective July 1, 2008.

6.2.3 **Successor Contract:** Teachers will be paid according to their salary as specified in their 2008-09 individual contracts until such time as a successor Contract is negotiated and ratified.

6.2.4 **Credit-Bearing Compensation:** Any credit-bearing high school course offered in the summer, zero hour, or seventh hour will be compensated on a prorata basis. The actual compensation for such offerings may come in the form of a flexible contract.

6.3 **Longevity Pay**

(During the 2007-08 school year, longevity pay will remain as defined in the 2005-07 Contract at 20L and 30L.)

6.3.1 **18L:** On July 1 of each year if eligible based on Hire Date listed in Schedule F, teachers will receive 18L longevity pay, which is an increase in annual salary of \$1,000 prorated to full-time equivalency.

6.3.2 **23L:** On July 1 of each year if eligible based on Hire Date listed in Schedule F, teachers will receive 23L longevity pay, which is an increase in annual salary of \$1,000.00 prorated to full-time equivalency. Total annual longevity pay for such teachers, including 18L, will be \$2,000.00 prorated to full-time equivalency.

6.3.3 **28L:** On July 1 of each year if eligible based on Hire Date listed in Schedule F, teachers will receive 28L longevity pay, which is an increase in annual salary of \$1,000.00 prorated to full-time equivalency. Total annual longevity pay for such teachers, including 18L and 23L, will be \$3,000.00 prorated to full-time equivalency.

6.4 **Long Call Reserve Teachers**

6.4.1 **Definition:** Long Call Reserve Teachers are those teachers who replace an absent teacher and who are provided bargaining unit status under PELRA, in that they replace the same absent teacher for no less than thirty (30) continuous working days.

6.4.2 **Teachers with Section 10 Recall Rights:** Teachers on layoff with rights of recall under Section 10 will be provided first right to fill a vacancy as a Long Call Reserve Teacher substituting for an absent teacher, when it is known in advance that the assignment is for thirty (30) or more consecutive work days for the same absent teacher. A teacher filling a vacancy as defined in Section 6.4.2 will be provided full prorata salary and benefits. Such teachers will also be considered to have renewed their rights of recall as though they had been recalled to employment.

- 6.4.3 **Ninety or more Working Days:** A Long Call Reserve Teacher placed under individual contract for ninety (90) or more working days will be paid at the reserve teacher's appropriate prorata placement on the Teacher Salary Schedule and will be eligible for District benefits under this Contract.
- 6.4.4 **Less than Ninety Working Days:** A Long Call Reserve Teacher placed under individual contract for less than ninety (90) working days will be paid at prorata the BA entrance level step on the Teacher Salary Schedule and will not be eligible for District insurance benefits, sick leave or for other benefits under this Contract.
- 6.4.5 **Daily Reserve Teachers:** A Daily Reserve Teacher who reaches Long Call status under definition of Section 6.4, will be subject to the provisions of Section 6.4.1 effective the date of eligibility.
- 6.4.6 **Individual Contracts:** Teachers under individual Long Call Reserve contracts will be limited to a term of employment as specified in the individual contract and will not accrue seniority status or rights under Section 10.

6.5 **Title I, ESL Teachers and Occupational Therapists**

Title I, English as a Second Language (ESL) Teachers and Occupational Therapists (OT) will have full rights and benefits of this Contract, including salary schedule placement.

6.6 **Beacon Teachers**

Beacon Teachers will have full rights and benefits of this Contract.

- 6.6.1 **Contract Beacon Teachers:** Salaried Beacon Teachers (0.8 FTE or more) will receive benefits of a regularly salaried teacher and will be paid based on the Teacher Salary Schedule.
- 6.6.2 **Hourly Beacon Teachers:** Hourly Beacon Teachers (less than 0.8 FTE) will receive benefits based on their annual FTE status and will be paid based on the Beacon Schedule as set forth in Schedule E.

6.7 **Salaries for Special Groups and Individuals**

*Psychologists: Teacher Salary Schedule, plus 8% corrective monetary compensation.

*Social Workers: Teacher Salary Schedule, plus 5% corrective monetary compensation.

*Counselors: Teacher Salary Schedule, plus 5% corrective monetary compensation.

- 6.7.1 **Number of Contracted Days:** The above positions are contracted for the same number of days as teachers. A part-time or part-year assignment to one of the positions above will result in a prorata payment of the stipulated corrected monetary compensation.
- 6.7.2 **July 1, 1981 Cut-Off:** Individuals holding these positions as of July 1, 1981, will continue to receive the stipulated corrective monetary compensation. Any teacher on staff on or before July 1, 1981 will receive the stipulated corrective monetary compensation, if he/she subsequently occupies an asterisked position. Other individuals filling the asterisked positions after July 1, 1981 will not receive the stipulated corrective monetary compensation.

6.8 **Leadership Positions**

- 6.8.1 **Assignment:** Leadership assignments will be made by mutual agreement of the District and the teacher. However, termination of the assignment will be at the option of the District or the teacher.
- 6.8.2 **Prorata Assignments:** A part-time or part-year assignment to one of these positions will result in a prorata payment of the stipend.
- 6.8.3 **Extended Assignments:** Extended leadership time assigned for days outside the teacher work year will be compensated at the teacher's prorata Teacher Salary Schedule rate based on 1/193 for each day of work.
- 6.8.4 **Secondary and District Program Area Leadership Positions:** Secondary and District Program Area Leadership Positions are compensated as set forth in Schedule E, based on the number of teacher equivalencies in the Leadership Unit.
- 6.8.5 **Other Staff Leadership:** Other Staff Leadership positions as assigned will be compensated as set forth in Schedule E.
- 6.8.6 **Elementary Building Administrative Assistants:** Elementary Building Administrative Assistants will be compensated as set forth in Schedule E.

6.9 Extra-Curricular Assignments

Extra-curricular assignments will be paid in accordance with Schedule C. Extra-curricular assignments will be made by mutual agreement of the District and the teacher. However, termination of extra-curricular assignments will be at the option of the District or the teacher.

6.10 Lane Placement on the Teacher Salary Schedule

The following rules will be applicable in determining placement of a teacher on the appropriate lane of the Teacher Salary Schedule.

6.10.1 **Approval:** All credits, in order to be considered for application on the Teacher Salary Schedule, must be approved by the Executive Director of Human Resources in writing. It is highly recommended that teachers receive pre-approval in writing prior to registering for all courses.

6.10.2 **Approved Institutions:** Except for in-service credits, credits (including those taken online) must be earned from an institution recognized for the purposes of licensure by the Minnesota State Board of Teaching. The Executive Director of Human Resources may make exceptions.

6.10.3 **Germane:** Credits to be considered for application on any lane of the Teacher Salary Schedule must be germane to the teaching assignment as determined by the District. For credits earned prior to the Master's Lane, germane will be defined as credits in the field of Education in these areas:

- a. Master's degree program;
- b. Advanced certification;
- c. District initiative support;
- d. In-service offered for lane change by the District; or
- e. Pre-approved professional development activities outside the District.

The Executive Director of Human Resources may make exceptions.

6.10.4 **Grades and Credits:** To apply on the Teacher Salary Schedule, all credits beyond the bachelor's degree, used for any single lane change, must be at least fifty percent (50%) graduate credits. Undergraduate credits will qualify, provided they meet the conditions of Section 6.10. For purposes of Section 6.10.4, in-service credits will be deemed undergraduate credits. All credits submitted for any lane change must carry a grade equivalent of "B" or higher. A "Pass" on a pass/fail grade system will meet this requirement.

6.10.5 **Effective Date:** Individual contracts will be modified to reflect qualified lane changes effective at the beginning of the school year or when completed, provided a transcript or other proof of qualified credits is submitted to the Office of Human Resources no later than December 31 of each year. Credits submitted by transcript or other proof submitted after December 31, even though otherwise qualifying, will not be considered until the following school year.

6.10.6 **Initial Placement and Placement Regarding Re-employment:** Academic credits submitted and verified with the application will determine lane placement. Academic credit earned in connection with non-teaching degrees before initial employment will be considered and granted at District discretion.

Applicants with a teaching license earned through an accredited post baccalaureate or graduate program will receive and retain credit for all graduate/post baccalaureate credits earned. Such graduate credits earned will be applied for purposes of initial placement. Further, graduate credits earned in such accredited post baccalaureate or graduate programs will be retained for future lane changes.

6.10.7 **Lane Changes:** Teachers may change lanes once in each fiscal year.

6.10.8 BA+60

- a. **Conversion:** Any teacher who qualified for the BA+60 lane as of July 1, 1993, and who subsequently earns a Masters degree after July 1, 1993, will be able to use the credits taken in the Masters program for lane movement pursuant to Section 6.10. These credits must be beyond the 60 credits already earned. Such credits will be applied to the MA+15, MA+30, and MA+45 lanes.
- b. **Equivalency:** The BA+60 equivalency to the Master's Degree will not be recognized for teachers hired initially or hired after a Break in Service for the 1986-87 school year and thereafter.

6.11 Step Advancement

On July 1 of each year if eligible based on Hire Date listed in Schedule F, teachers will receive a step advancement. Should a successor contract not be reached upon expiration of this Contract, continuing teachers will be paid at their previous year step, until a successor contract is negotiated and ratified by both parties.

6.12 Schedule of Payment

The annual salary will be paid in twenty-four (24) equal payments, except as specified below in Section 6.12.1. Every effort will be made to pay semi-monthly on or before the fifth and twentieth of each month. Payment may be withheld if the teacher fails to submit his/her license or a receipt indicating application for the license and official transcripts to the Office of Human Resources within a reasonable time after signing a contract.

6.12.1 **Lump Sum:** Teachers may receive summer pay in a lump sum in June. Written requests should be made to the Payroll Department on or before May 15.

6.13 Summer School

(This section is effective June 1, 2008.) Teachers employed for summer school will receive the summer school assignment pay listed in Schedule C, which was in place at the start of summer school. On ratification of this Contract, there will be no retro pay for summer school assignments.

**SECTION 7 –
GROUP INSURANCE**

7.1. Insurance Eligibility

7.1.1 **Full-Time:** A teacher who is employed 0.8 to 1.0 FTE will be considered full-time for purposes of insurance eligibility.

7.1.2 **Part-Time:** A teacher who is employed less than 0.8 FTE, but no less than .5 FTE, will be considered part-time for purposes of insurance eligibility.

7.1.3 **Spousal:** To be eligible for spousal coverage, (1) both teacher and spouse must be employed full-time in the District, (2) the teacher must elect family or “employee plus one” coverage and (3) the teacher’s spouse must not elect any other coverage. For the purposes of this Section, “spouse” is defined by state law.

7.2. Health/Hospitalization Insurance

(During the 2007-08 school year, health/hospitalization insurance will remain as defined in the 2005-07 Contract.)

7.2.1 **Health/Hospitalization Insurance Plan:** For the 2008-09 plan year, the District will provide for all teachers a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations. The plan year will run from July 1 to June 30.

a. **Single:** For teachers electing single coverage for the 2008-09 plan year, the deductible/out-of-pocket maximum will be \$1,100.00 per year.

b. **Employee plus One and Family:** For teachers electing either Employee plus One or Family coverage for the 2008-09 plan year, the deductible/out-of-pocket maximum will be \$2,200.00.

c. **Indexing:** The deductible will be indexed in future years per IRS regulations, which may result in an increase.

7.2.2 **Full-Time Monthly District Contribution:** For full-time teachers, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Teachers will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Single	Employee plus One	Family
2007-08	\$505.00	\$780.00	\$780.00
2008-09	\$479.00	\$730.00	\$730.00

7.2.3 **Part-Time Monthly District Contribution:** For part-time teachers, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Teachers will pay by payroll deduction the difference, if any, between the premium and the

District contribution.

Year	Single	Employee plus One	Family
2007-08	\$252.50	\$530.25	\$580.75
2008-09	\$239.50	\$502.50	\$550.00

7.2.4 **Spousal Monthly District Contribution:** For full-time teachers, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Teachers will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Spousal Employee plus One	Spousal Family
2007-08	\$1,060.50	\$1,161.50
2008-09	\$1,005.00	\$1,100.00

7.2.5 **Health Savings Account (HSA):** For teachers who qualify and are enrolled in the District Health/Hospitalization Insurance for the 2008-09 plan year, the District will contribute into an HSA the following amounts:

- a. **Full-Time:** For each full-time teacher, a total of \$1,100.00, of which \$550.00 will be deposited in July 2008 and \$50.00 per month (subject to (d) below) will be deposited monthly starting August 2008.
- b. **Part-Time:** For each part-time teacher, a total of \$550.00, of which \$275.00 will be deposited in July 2008 and \$25.00 per month (subject to (d) below) will be deposited monthly starting August 2008.
- c. **Spousal:** For each full-time teacher who qualifies for spousal coverage and the teacher’s spouse, a total of \$2,200.00, of which \$1,100.00 will be deposited in July 2008 and \$100.00 per month (subject to (d) below) will be deposited monthly starting August 2008. The teacher’s spouse will not receive an additional HSA contribution.
- d. **Future District HSA Contributions:** In 2009-10 and thereafter, the District will contribute fifty percent (50%) of the single deductible/out-of-pocket maximum into an HSA for full-time teachers. Part-time teachers will receive twenty-five percent (25%) and teachers who qualify for spousal coverage will receive one hundred (100%). Deposits will be made in equal monthly installments.

7.2.6 **Hold-Harmless Clause:** The Federation agrees to join in the defense of any and all suits or claims, except those initiated by the Federation, which may arise out of or by reason of the District's contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be borne by the District.

7.2.7 **Additional Agreements**

- a. Coverage will not be diminished during the term of this Contract without mutual consent of the parties.
- b. The District will make health/hospitalization coverage available to any teacher retiring on or after attaining age 50. Except as provided in Section 7.7, the retired teacher will pay all premiums for such coverage. Retired teachers will receive the same level of benefits each year as current teachers actively employed.
- c. The District will make the selection of the insurance carrier and insurance policies.

7.3 Dental Insurance

The District shall provide a Dental Insurance program for teachers and dependents.

- 7.3.1 **Full-Time:** For full-time teachers, the District will contribute one hundred percent (100%) of cost of the employee-only monthly premium for District Dental Insurance.
- 7.3.2 **Part-Time:** Part-time teachers shall be eligible for “part-time” program with the cost of the employee-only premium paid by the District. Starting July 1, 2008 for part-time teachers, the District will contribute fifty percent (50%) of cost of the employee-only monthly premium for District Dental Insurance. This contribution will be toward the District “full-time” program.
- 7.3.3 **Dependent Coverage:** Should teachers elect dependent dental coverage, they shall pay the difference in the premium cost between employee-only and dependent coverage through payroll deduction.

7.3.4 **Spousal Coverage:** Should a full-time teacher and spouse working full-time in the District elect spousal dental coverage, the District shall contribute two (2) employee-only contributions up to one hundred percent (100%) of the cost of dependent dental coverage.

7.4 Life Insurance

The District will provide a group life insurance program with coverage equal to two (2) times the teacher's basic contract salary to the nearest \$1,000. Basic contract salary does not include pay for extra assignments. Teachers are eligible for life insurance on the July 1 following the school year in which the teacher was placed under contract.

7.5 Long-Term Disability Insurance

The District will provide a long-term disability insurance plan for eligible teachers for which the District will pay 100% of the premium.

7.6 Duration of Insurance Contribution

Teachers are eligible for District contributions as provided in this Section while employed by the District and on paid status.

7.6.1 **Workers' Compensation Status:** Teachers receiving workers' compensation disability income benefits resulting from injury or illness incurred as employees of District will be considered on paid status for purposes of Section 7.

7.6.2 **Termination:** Upon termination of employment, all District contributions will cease effective on the last day of the month, except as noted in Sections 7.6.3 and 7.6.4.

7.6.3 **Regular Contract Teachers:** Regular contract teachers who leave employment of District at the end of the school year will be eligible for continued District contributions for July and August, provided they pay their portion for such coverage and they qualify for and are enrolled in District group insurance.

7.6.4 **Long Call Reserve Teachers:** Long Call Reserve Teachers will be eligible for continued District contributions for July and August, provided they pay their portion for such coverage and they meet the following criteria:

- a. Employed on a long call contract through the end of the school year,
- b. Qualify for and enrolled in District group insurance at the end of the school year,
- c. Rehired for the subsequent school year in a position that qualifies for District group insurance, and
- d. Sign a contract for the subsequent year on or before the first student contact day, or thereafter at the discretion of the Executive Director of Human Resources.

7.7 Retirement Health and Hospitalization Insurance

The District will contribute toward health and hospitalization insurance premiums for retired teachers as provided in this Section for full-time teachers who have attained age 55 and are eligible based on Hire Date listed in Schedule F. A full-time teacher who attains age 55 within the school year becomes eligible on the last day of the school year in which the teacher's 55th birthday occurs.

7.7.1 **District Contribution:** The District will contribute up to \$100.00 per month toward the cost of single insurance and up to \$152.00 per month toward the cost of dependent insurance. The retired teacher will pay the balance of the premium. In the event of an increase in District contribution, it will commence upon ratification of this Contract and not be retroactive.

7.6.2 **Coverage:** A retired teacher will be eligible for District contributions based on the coverage elected in the last year preceding retirement. If a teacher has had both single and dependent coverage during the last year, the retired teacher will be eligible for the District contribution toward single insurance.

7.7.3 **Cut-Off:** A teacher retiring under this Section will be entitled to the District contribution until attaining the age of Medicare eligibility. Should the retired teacher's spouse reach the age of Medicare eligibility before the retired teacher, the retired teacher's coverage will be single insurance from the date when the spouse reaches the age of Medicare eligibility until the retired teacher reaches age of Medicare eligibility.

7.7.4 **Retired Teacher Contributions:** Contributions required by retired teachers toward health insurance will be paid promptly to the District or its designee. If a retired teacher fails to provide the required

contribution within thirty (30) days of the due date, the retired teacher will be cancelled from the program. Retired teachers will have the option to prepay insurance premiums for a period of up to one year.

- 7.7.5 **Benefits:** Retired teachers will receive the same level of benefits each year as current teachers actively employed.

SECTION 8 – OTHER BENEFITS

8.1 **Retirement Benefit (Teachers hired on or before July 1, 1988)**

- 8.1.1 **Eligibility:** Full-time teachers who are at least fifty (50) years of age will be eligible for retirement pay pursuant to the provisions of Section 8.1 upon submission of a written resignation accepted by the School Board. Teachers hired after July 1, 1988 will not be eligible for benefits under Section 8.1.
- 8.1.2 **Full-time Only (FTE=1.0):** Section 8.1 will apply only to teachers whose service has been full-time during the last full year of service. For the purposes of Section 8.1, full-time is defined as a full-time equivalency of 1.0. Service while on hourly pay is not applicable under Section 8.1.
- 8.1.3 **Service Credit Days:** Full-time teachers will accumulate seven (7) days of service credit for each full year of actual teaching in the District, up to a maximum of one hundred fifty (150) days. Teachers will be credited with years of prior service in the District.
- 8.1.4 **Daily Rate of Pay:** For purposes of Section 8.1, a teacher's daily rate of pay will be the Teacher Salary Schedule for the last full year actually worked and will not include any additional compensation for extra-curricular activities, extended employment or other extra compensation, but will include longevity pay. The basic school year will be computed on the basis of 193 days.
- 8.1.5 **Total Benefit:** The total retirement pay will be calculated by multiplying the total service credit days by the daily rate of pay.
- 8.1.6 **Distribution of Total Benefit:** For all eligible teachers, the District will deposit the total benefit in the teacher's name in the Medical Savings Plan (MSP).
- 8.1.7 **MSP Selection:** The Federation and the District will mutually agree upon the selection of the MSP.
- 8.1.8 **Payment:** The District will pay retirement pay within thirty (30) days from the effective date of the retirement. If the teacher dies with retirement pay unpaid, the retirement pay will be paid to the teacher's named beneficiary, if any, otherwise, to the teacher's estate.
- 8.1.9 **Termination:** Retirement pay will not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40 Subds. 9 and 13.

8.2 **Mileage Reimbursement**

Teachers using a private vehicle for official school business will be reimbursed at the Internal Revenue Service rate, pursuant to District policy. Reimbursement for official school business will be calculated on the basis of the teacher's mileage after the first assignment of the day through the last assignment of the day.

8.3 **Tax Sheltered Annuities (TSA)**

Upon employment, teachers are eligible to enroll in the District tax-sheltered annuity plan without a District match.

- 8.3.1 **District Match:** In addition, starting July 1 of each year, eligible teachers will receive the District's match to their TSA, as outlined in this Section, if:
- a. They are eligible for the match based on Hire Date listed in Schedule F,
 - b. They are enrolled in the District tax-sheltered annuity plan, and
 - c. They authorize an equivalent amount or more by payroll deduction.
- 8.3.2 **District Match for Teachers Hired on or before July 1, 1988:** As limited by state law, the District will match up to two percent (2%) of these teachers' basic salary into their TSA. In addition, these teachers will also be eligible for the retirement benefit in Section 8.1.
- 8.3.3 **District Match for Teachers Hired after July 1, 1988:** As limited by state law, the District will match up to three percent (3%) of these teachers' basic salary into their TSA. These teachers will not

be eligible for the retirement benefit listed in Section 8.1.

- 8.3.4 **Re-employment:** Teachers who achieve eligibility for the tax-sheltered annuity match will be eligible for the District's match immediately upon re-employment, even after a Break in Service.

SECTION 9 – LEAVES OF ABSENCE

(From July 1, 2007 through January 14, 2008, leaves of absence will remain as defined in the 2005-07 Contract.)

9.1 Sick Leave

Teachers will earn sick leave at the rate of ten (10) days for each year of service. Unused sick leave is subject to unlimited accumulation. Teachers may use sick leave for themselves or their dependent children for these reasons: medical illness, dental emergencies, medical disability associated with childbirth, and routine appointments that cannot be scheduled outside the workday. For routine appointments that cannot be scheduled outside the workday, it is highly recommended that teachers schedule these appointments at the beginning or end of the workday.

- 9.1.1 **LTD:** After ninety (90) continuous calendar days of disability, the District will require teachers to apply for long-term disability benefits. Upon acceptance by the carrier, the teacher will cease to use or earn sick leave for the duration of the disability. Upon return to work, any previously accrued sick leave will be available.
- 9.1.2 **Childbirth Leave:** The District will grant five (5) paid days of childbirth leave to teachers, spouses, and domestic partners. This leave will include the first five (5) days of medical disability associated with childbirth. It will not be deducted from sick leave.

9.2 Emergency or Required Leave (ERL)

Subject to the approval of the District, teachers may be absent without loss of pay for reasons of required personal business, personal emergency, illness of the teacher's spouse, other illnesses which require the attendance of the teacher and which are not chargeable to sick leave, required legal appearances, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absence of personal choice, or for purposes that could be conducted outside the teacher's scheduled workday. It is highly recommended that, when possible, teachers receive pre-approval in writing prior to taking ERL.

- 9.2.1 **Special Circumstances:** Teachers may request ERL in cases where the illness of their child exceeds ten (10) workdays and the teacher has less than sixty (60) days of accumulated sick leave available.
- 9.2.2 **ERL Committee:** The ERL Committee consisting of District and Federation appointees (with a majority being Federation appointees) will meet as needed to manage all matters pertaining to ERL.
- 9.2.3 **Appeals:** Any teacher who is denied ERL will have the right of appeal to the ERL Committee. The ERL Committee's decision will be final and binding on all parties, non-grievable under terms of this Contract, and irreversible by the District. Salary deductions will not occur pending an appeal.

9.3 Personal Days

On July 1 of each year if eligible based on Hire Date listed in Schedule F, teachers will qualify for one (1) paid personal leave day per year, accumulating to a maximum of five (5) days. Personal leave requests will be granted on a first-come, first-served basis with no more than 10% of the building staff being granted personal leave on a given day.

- 9.3.1 **K-12 Blackout Days:** Teachers may not use personal leave days on the following blackout days: first student contact day of the school year, all parent-teacher conference days, and last student contact day of the school year.
- 9.3.2 **Other Programs:** Up to ten (10) blackout days for the next school year for programs not on the K-12 calendar will be determined by the affected teachers and the program administrator by March 1.

9.4 Leave of Absence without Pay

At the discretion of the District, teachers may be granted a leave of absence up to two (2) years without pay or benefits. The District and the teacher will determine a date for return from leave that is mutually beneficial to the teacher and the District. Return date from leave may be extended beyond two (2) calendar years in order to

avoid return during a term or a semester. A leave extension for purposes of avoiding return during a term or semester may not be beyond the start of the next term, semester, or in the elementary schools, other natural breaks in the school year such as holidays, conferences, and report card periods. This Section covers unpaid childcare leaves.

9.4.1 **Written Notice:** By January 15 of each year the District will issue a written notice of reminder to all teachers scheduled to return from leave at the start of the next school year. By February 15, teachers will respond with a written intent to return. Failure to respond by February 15 will provide clear intent to not return.

9.4.2 **Failure to Return:** Any teacher who fails to return to employment at the end of the approved leave period will be voluntarily resigned from employment.

9.5 Child Adoption Leave

The District will grant teachers up to a total of twenty (20) days of child adoption leave. The first five (5) days will be paid and not deducted from sick leave; the remaining days will be deducted from available sick leave or unpaid, if sick leave is exhausted. Adoption leave may include, but is not limited to: pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings.

9.6 Professional Leave

At the discretion of the District, a teacher may be granted daily absences for professional reasons without disruption of pay or benefits.

9.7 Absence Due to Worker's Compensation

A teacher compensated for absence under worker's compensation will continue to receive full pay so long as the difference between worker's compensation and the teacher's full salary is chargeable to the teacher's sick leave as earned prior to teacher's first day of absence. During the absence, sick leave deductions will be limited to the prorated sick leave value based on the difference between worker's compensation and the teacher's full salary. Sick leave will cease to accrue as of the first date of continuous absence. Eligibility for District paid benefits will be limited to the period that the teacher is actually working or is being compensated under sick leave.

9.8 Military Leave

Military leave will be in accordance with State and Federal law. Teachers on military leave will continue to earn credit toward step advances. In addition, the District will pay both the District's and the teachers' portion of TRA, while teachers are on military leave, as allowed by TRA.

9.9 Loss of Time Due to Assault or Threat

9.9.1 **Assault:** A teacher absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers' compensation will limit the obligation of the District to the difference between workers' compensation and the teacher's daily rate of pay as of the date of continuous absence. This paid leave will cease when the teacher satisfies the qualifying period for long-term disability.

9.9.2 **Threat:** A teacher absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) paid leave days. Such days will not be charged to sick leave or any other leave.

9.9.3 **Police Report:** In order to be eligible for this leave, the teacher must file a police report regarding the incident precipitating the use of this leave.

SECTION 10 – LAYOFF

10.1 Unrequested Leaves of Absence

Section 10 has been agreed upon by the Federation and the District pursuant to the provisions of M.S. 122A.40 Subd. 11 and will constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts. If the provisions of M.S. 122A.40 Subd. 11 conflict with Section 10, Section 10 governs.

10.2 Seniority Date

"Seniority Date" is defined in Section 3.6 as the first paid day of work in a position covered by this contract without a Break in Service. Seniority Date may differ from Hire Date.

10.2.1 **Probationary and Long Call Reserve Teachers:** Probationary teachers and Long Call Reserve Teachers will not have the protection of Section 10.

10.2.2 **Original Seniority Date:** Teachers on layoff will retain their original Seniority placement.

10.2.3 **Seniority Lists:** Teachers' seniority will apply in all areas where they are licensed. Teachers on layoff will not lose their seniority or recall rights by accepting a position on another seniority list.

10.3.4 **Hourly Beacon:** Hourly Beacon teachers will have a separate seniority list and will not be able to displace other regular salaried teachers or have recall rights outside the Hourly Beacon seniority list.

10.3 Layoff Procedure

The District may layoff without pay or fringe benefits for a period of five (5) years as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave will be effective at the close of the school year or at such earlier time as mutually agreed between the teacher and the District.

10.3.1 **Notice and Hearing Rights:** Teachers to be placed or who may be placed on unrequested leave of absence will be entitled to the notice and hearing rights specified in M.S. 122A.40 Subd. 11.

10.3.2 **Procedure:** Based upon licensure, the least senior teacher will be the first to be placed on layoff. The District retains the right to assign teachers to positions for which they are licensed. The District will not be required to transfer a more senior teacher to a different assignment in order to accommodate the seniority claim of a less senior teacher proposed for layoff.

10.3.3 **Ties:** If there is a staff reduction that affects teachers with identical seniority dates, then the teacher will be deemed more senior who, on January 1, has:

- a. Higher lane placement on the Teacher Salary Schedule based on education; then if necessary,
- b. More TRA service credit, as of the start of the current school year; and finally if necessary,
- c. More areas of licensure on file with the District.

10.3.4 **Right to Displace:** It is assumed that a teacher to be placed on layoff will exercise his or her right to displace a teacher lower on the seniority list who is employed in a position for which both are licensed, unless such teacher notifies the Superintendent in writing that he or she does not intend to exercise this right.

10.4 Status while on Leave

Any teacher on layoff will remain eligible for all teacher benefit plans, subject to the approval of the insurance carrier, but must pay the entire premium during the period of layoff. Any teacher placed on layoff may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation. A teacher who gains an additional licensure area while on layoff is eligible for recall according to District seniority in the new license area, if the license is on file in the Office of Human Resources before January 1.

10.5 Recall

The District will employ no new teacher while any teacher with the same license is on layoff. Teachers placed on layoff will be reinstated to any available position requiring their license. The order of reinstatement will be in inverse order in which the teachers were placed on layoff. Teachers on layoff will not be recalled while teachers with required licensure remain unassigned.

10.5.1 **Mailing Address:** When placed on layoff, teachers will file their current address and phone number with the Office of Human Resources. The District will mail notices to teachers on layoff via registered mail to the teacher's address on file. Failure of a notice to reach a teacher on layoff will not be the District's responsibility if District mails the notice to the teacher's address on file.

10.5.2 **Notice of Recall:** If a position becomes available for a qualified teacher on layoff, the District will mail the notice to the teacher and the teacher will have twenty (20) days from the date of such notice to accept the recall. However, after August 1, the teacher will have only seventy-two (72) hours to respond to the District's recall offer. The District will attempt to contact the teacher by telephone and will simultaneously send a special delivery and regular mail letter notifying the teacher of the recall

opportunity. If a teacher waives his or her right to recall, the position will be offered to the next senior teacher. A teacher who refuses more than one recall offer or who does not respond in writing within the appropriate time period, will waive further recall rights and will forfeit future recall rights. The District will offer part-time or part-year positions as they become available.

- 10.5.3 **Part-Time or Part-Year Position:** Acceptance of a part-time or part-year position obligates the teacher to complete the assignment, without regard to positions that subsequently become available, except when a full-time position becomes available prior to February 1. Refusal of a part-time or part-year position will not constitute a recall refusal, unless the part-time assignment is equal to or more than the assignment from which the teacher was placed on layoff, or unless the part-year position is for the remainder of the school year and offered before February 1.
- 10.5.4 **Response to Recall Notice:** After the commencement of the school year, the teacher will have forty-eight (48) hours to respond. In that event, the District will attempt to contact teachers by telephone for a forty-eight (48) hour period. If the teacher cannot be contacted or does not accept the assignment within forty-eight (48) hours, the District will offer the position to the next senior teacher.
- 10.5.5 **Recall Rights:** Recall rights will automatically cease five (5) years from the date layoff was commenced, and no further recall rights will exist.

10.6 Establishment of Seniority List

- 10.6.1 **“Frozen” Order:** By February 1, 2008, the District will prepare an updated seniority list based upon the contract language in place on June 30, 2007 for the establishment of a seniority list. The proposed seniority list will be subject to the grievance procedure, after which time the seniority order of teachers on the list at that time will be frozen. Teachers on the “frozen” list will be deemed to have greater seniority than those in Section 10.6.2.
- 10.6.2 **Placement by Seniority Date:** Placement of teachers on the seniority list after February 1, 2008 will be by Seniority Date.
- 10.6.3 **Procedure:** In subsequent years, by February 1 of each school year, the District will prepare an updated seniority list from its records, including name, amount of seniority (for teachers whose seniority order is “frozen” on February 1, 2008), Seniority Date (for teachers placed on the seniority list after February 1, 2008), assignment, and areas of licensure (on file with the District as of January 1 of each year). The District will send copies of the seniority list to Federation representatives in each school building through the Federation President.

10.7 Effect

These seniority-layoff-recall provisions will govern all teachers covered by this Contract and will not be construed to limit the rights of teachers not covered by this Contract.

SECTION 11 – HOURS OF SERVICE

11.1 Standard Building Schedule

It is expected that all teachers will be present in their assigned buildings as indicated below:

Grades	Arrival	Departure
K-5	8:00	3:30
6-8	7:30	3:00
9-12	7:15	2:45

- 11.1.1 **District Variation:** The School Board may shift the above standard building schedules by not more than forty-five (45) minutes. Exigent circumstances requiring District-wide modification, including but not limited to energy shortage, are governed by Section 12.3.2.
- 11.1.2 **Local Variation:** Variations of the standard building schedules outside those allowed in Section 11.1.1 are a matter of local determination, based upon a seventy (70%) percent vote of those teachers assigned to the building.
- 11.1.3 **Alternative Programs:** Building schedules for alternative programs, including but not limited to alternative learning centers, community schools, and center-based special education programs, will be

a matter of District determination.

11.2 Standard Professional Day

The standard professional day will be seven and one-half (7½) continuous hours, inclusive of a lunch and preparation time.

11.2.1 **Duty-Free Lunch:** Teachers will be provided a thirty (30) minute duty-free lunch between the hours of 10:30 am and 1:30 pm.

11.2.2 **Preparation Time**

- a. **Elementary:** Elementary teachers will be provided fifty-five (55) minutes of preparation time within the student day, except that scheduling may require this to be in no more than two blocks with one block being at least thirty-five (35) minutes.
- b. **Middle and Secondary:** Middle and secondary teachers will be provided fifty-five (55) minutes of preparation time within the student day, except that scheduling may require this to be computed on a weekly basis.
- c. **Variation:** Any variation of preparation time will be determined by a seventy (70%) percent majority vote of those teachers affected. Variations must be voted on annually and reported in writing to the BFT President.

11.2.3 **Before and After the Student Day:** Within the standard professional day, there will be no fewer than fifty (50) minutes combined at the beginning of and prior to the end of the standard building schedule for teachers to engage in meetings and teacher-directed professional activities. Within the above fifty (50) minutes, occasionally, non-routinely, and on a need basis, teachers may be required to perform supervisory activities.

11.2.4 **Other**

- a. **Professional Meetings:** The District may require teachers to participate in one mandatory professional meeting per week before or after the student day. Such meetings will not normally extend the standard professional day more than thirty (30) minutes. Meetings for special education teachers will comply with special education laws.
- b. **Evening School Events:** When variations of the schedule require teachers to return in the evening, teachers may leave at the end of the students' day after complying with the school's check-out procedures.
- c. **Professional, Civic or Personal Matters:** For matters of a professional, civic, or personal nature that cannot be postponed, teachers may leave at the end of the students' day after complying with the school's check-out procedures.
- d. **Days Preceding School Not In Session:** On days preceding when school is not in session, teachers may leave at the end of the student day.

11.3 Part-Time

All the aspects of the part-time teacher's day, except lunch period, will be prorated, based on the number of student contact hours, plus any time required to attend staff meetings. The District will make every attempt to schedule all part-time teachers without a break in their professional day (excluding lunch). Effective July 1, 2008, if the breaks in the professional day of part-time teachers (excluding lunch) are ninety minutes or less, these breaks will be paid. The District retains the right to assign part-time teachers to duties during these paid breaks.

SECTION 12 – LENGTH OF THE SCHOOL YEAR

12.1 Teacher Duty Days

Pursuant to M.S. 122A.40, the District will, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year and the teacher will perform services on those days as determined by the District, after meeting and conferring with the exclusive representative, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The school year will consist of 193 days, including no less than 179 student

instructional days and eight (8) paid holidays which include Labor Day, Thanksgiving Day, the Friday following Thanksgiving, December 25, January 1, Martin Luther King, Jr. Day, President's Day and Memorial Day.

12.2 First-Year Probationary Teacher Work Year

The work year for first-year probationary teachers will be as defined in Section 12.1 and will also include up to four (4) additional work days scheduled prior to the reporting date of returning teachers. The purpose of the additional days is to participate in a Bloomington teacher induction workshop prior to the start of the school year. Up to two and one-half days will be for District-wide orientation and development. Up to one and one-half days will be at the site for orientation and classroom preparation. First-year probationary teachers will be given equivalent in-service credit toward lane change for the four (4) day orientation period. First-year probationary teachers employed after the start of the new teacher work year will participate in a comparable substitute program.

12.3 Alteration in Calendar

- 12.3.1 **School Closings:** In the event of a lost contract day, the District may establish another day in lieu thereof when the teacher will perform his/her regular duties.
- 12.3.2 **Exigent Circumstances:** In the event of an energy shortage or other exigent circumstances, the District reserves the right to modify the length of the school day, but with the understanding that the total number of hours will not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.
- 12.3.3 **Meet and Confer:** The District and the Federation will meet and confer concerning any modification of the workday under Section 12.

SECTION 13 – PROFESSIONAL DEVELOPMENT

13.1 Professional Development Fund

The District will make available \$200,000 each year to a Professional Development Fund (PDF) for the purposes of improving instruction, developing leadership skills, and enhancing the career of teaching. Any monies remaining in the PDF will be carried over to the following year. The Professional Development Fund Committee (PDFC) will identify all expended, encumbered, and/or committed funds in June of each year. Unused monies and newly allocated funds will not exceed \$400,000. All teacher absences, which are pursuant to the PDF, will be subject to the mutual consent of the teacher and the building principal and/or program administrator. Revocation of consent that requires the teacher's return to assignment will be allowed for the purpose of protection of students' health and well-being.

- 13.1.1 **Professional Development Fund Committee:** The PDFC will be composed of five (5) teachers appointed by the Federation. The Federation at the request of the District will appoint additional ad hoc, non-voting members. The PDFC will meet on a monthly basis to consider teacher requests for funding from the PDF. Projects approved by the PDFC will be consistent with the District Strategic Plan. In its administration of the PDF, the PDFC will provide a monthly report to the District's Director of Teaching and Learning. The report will contain, at a minimum, the following information: the amount of funds provided to each individual project, the name of the teacher(s) receiving the funding, and a description of the project being funded, including how the project is consistent with the overall District Strategic Plan.
- 13.1.2 **Requests:** The PDFC will consider requests including, but not limited to:
- a. Research and development projects (not to exceed \$10,000)
 - b. Visits and exchanges with other schools
 - c. Sabbaticals and mini-sabbaticals
 - d. Attendance at professional conferences
 - e. Support of local professional development needs
 - f. Projects and programs that enhance teaching and student achievement

13.2 Sabbatical Leaves

A sabbatical leave may be granted to full-time teachers in the District for the purpose of professional improvement subject to the guidelines established by the PDFC.

13.2.1 Guidelines

- a. A sabbatical leave may be granted by the PDFC to teachers who have demonstrated by their performance and their application for sabbatical leave that such experience would enable them to contribute to the improvement of the instructional program of the District.
- b. All requests for sabbatical leaves shall require a recommendation from the principal or program administrator.
- c. Sabbatical leave for study shall be limited to an individual centering his/her study in his/her area of employment in the District. Unless allowed by the PDFC, sabbatical leave for study shall not be used for retraining in a new area.
- d. The proposed sabbatical leave program must be approved in advance by the PDFC.
- e. Applications for sabbatical leave shall be submitted in writing to the PDFC at the earliest possible date, but in no case shall this be after January 1 of the year preceding the school year in which the leave is sought.
- f. Compensation for sabbatical leaves shall be determined by the PDFC.
- g. The application for a sabbatical leave shall be determined by the PDFC.
- h. If the PDFC grants a sabbatical leave, it may be contingent upon the ability of the District to secure a satisfactory substitute.
- i. A sabbatical leave shall not exceed one contract year.
- j. After return from this leave, the teacher shall review his/her program accomplishments with the PDFC.
- k. A resource pool comprised of individuals completing sabbatical leaves shall be established for the purpose of sharing knowledge gained while on sabbatical leave through classroom presentations, faculty meetings, workshops, or in-service training of staff.

13.2.1 Teacher Benefits and Rights While on Sabbatical Leave

- a. Upon satisfactory completion of a sabbatical leave, the individual will be assigned an equivalent contractual position.
- b. All costs of the sabbatical leave associated with the absent teacher including salary, FICA, TRA, and the cost of insurance benefits will be charged to the Professional Development Fund, except that the District will provide the costs of the replacement teacher.
- c. The teacher on sabbatical leave will receive increment credit on the salary schedule and on the seniority list as if he or she had been actually teaching in the District during the period of the leave.

13.3 National Board for Professional Teaching Standards Certification

The District will provide any teacher who is in possession of or who earns National Board for Professional Teaching Standards Certification, a \$1,000 annual stipend for the life of the certificate.

**SECTION 14 –
COMMUNITY EDUCATION****14.1 Recognition**

Community Education Teachers as referred to in Section 14 are those teachers who are in positions which require a Minnesota teaching license and who meet the representation definition of this Contract under Section 3.2, including the following and excluding all other Community Education employees:

- 14.1.1 **Adult Basic Education Community Education Teachers** employed by the District who are licensed teachers as defined by State law, OR who are employed more than 13.125 hours per week.
- 14.1.2 **Early Childhood/Family Education Community Education Teachers** employed by the District

who are employed more than 13.125 hours per week.

14.2 Community Education Teachers

Community Education Teachers as defined under Section 14 are excluded from all terms and conditions of this Contract, except as contained in Section 14 and/or as specifically included by reference.

14.3 Included by reference

The following Sections of this Contract are included by reference:

Section 1 – Purpose

Section 2 – Recognition of Exclusive Representative

Section 3 – Definitions

Section 4 – District Rights

Section 5 – Teacher and Federation Rights

Section 7 – Group Insurance, except 7.1

Sections 8.3.3 & 8.3.4 – Tax Sheltered Annuities

Section 9 – Leaves of Absence

Section 13 – Professional Development

Section 15 – Grievance Procedure

Section 16 – Duration

14.4 Insurance Benefits

14.4.1 **Full-time:** A teacher who is scheduled to work no less than thirty (30) hours per week and 1098 hours per year will be eligible for "full-time" benefits.

14.4.2. **Part-time:** A teacher who is scheduled to work less than thirty (30) hours per week and 1098 hours per year, but no less than twenty (20) hours per week and 732 hours per year will be eligible for "part-time" benefits.

14.5 Hours of Work

Community Education teachers are hourly teachers with daily, weekly, monthly, and/or annual hours as established and assigned by the Executive Director of Community Education. Once established, the Executive Director may modify work hours with prior notice.

14.6 Step Advancement

Community Education Teachers will qualify for step advancement July 1 of each year upon having completed 400 hours of work between July 1 and June 30 of the preceding year. Eligible work hours will include student instruction, preparation, staff meetings, and related District in-service meetings and workshops.

14.7 Holidays

Community Education Teachers will receive the following paid holidays: July 4 (when the teacher's work year includes the month of July), Labor Day, Thanksgiving Day, December 25, January 1, Martin Luther King, Jr. Day, Presidents' Day, and Memorial Day.

14.8 Preparation and Other Time

Preparation, setup, staff and curriculum development, staff meetings and parent/student contact time will be defined as follows:

14.8.1 **Full-Time ECFE:** A full-time Early Childhood Family Education (ECFE) Teacher will be scheduled for thirty (30) hours per week, which will include ten (10) hours per week of preparation, set up time, staff and curriculum development, staff meeting and parent/student contact time.

14.8.2 **Full-Time SHAPE:** A full-time South Hennepin Adult Program in Education (SHAPE) Teacher will be scheduled for thirty (30) hours per week which will include ten (10) hours per week of preparation, set-up time, staff and curriculum development, staff meetings and developing a learning plan for individual students.

14.8.3 **Part-Time:** A part-time teacher under Section 14.8 will have teaching time, preparation time, etc., prorated based on the full-time equivalency (FTE) under Sections 14.8.1 and 14.8.2.

14.9 Layoff

When it is necessary to reduce hours or to eliminate positions due to lack of enrollment, discontinuance of programs or financial reasons, layoff will occur by order of least senior within the Community Education seniority lists.

14.9.1 **Seniority Date:** "Seniority Date" is defined in Section 3.6 as the first paid day of work in a position covered by this Contract without a Break in Service. Seniority Date may differ from Hire Date.

14.9.2 **Seniority Lists:** The following seniority lists will be established:

- a. SHAPE ESL Teachers
- b. SHAPE Counselors and SHAPE Classroom Teachers
- c. Early Childhood Family Education Teachers holding a:
 - Combined EC and Parenting Minnesota teacher license
 - Early Childhood Minnesota teacher license
 - Parenting Minnesota teacher license

Teachers listed in Section 14.9.2 c. will be contained on one list with all areas of licensure listed.

14.9.3 **Right of Seniority Status**

- a. SHAPE seniority status will be based on the teaching assignment of the teacher listed on the seniority lists on the date that an official notice of layoff intent is issued by the District.
- b. Teachers who apply for and transfer to a position or who are assigned to a position within Community Education will retain their Seniority Date.
- c. Early Childhood Parenting seniority status will be based on active teaching status in the Early Childhood Parenting Program and the State-issued teacher license on file in the District Office of Human Resources on the date that an official notice of layoff intent is issued by the District. Teachers will be responsible for filing of their licensure with the District.
- d. No teacher may have rights of seniority simultaneously on any other District teacher seniority list or on more than one Community Education seniority list, unless the teacher is simultaneously teaching in those areas.

14.9.4 **Order of Reduction:** When it becomes necessary to reduce positions and thereby to reduce the teaching force, the order of layoff will be to reduce the least senior teacher based on Seniority Date.

14.9.5 **Ties:** If there is a reduction that affects teachers with identical Seniority Dates, then the teacher will be deemed more senior who, at the time of layoff, has:

- a. Higher lane placement on the Community Education Teacher Hourly Schedule based on education; then if necessary,
- b. More TRA service credit, as of the start of the current school year; and finally if necessary,
- c. More areas of licensure on file with the District.

14.9.6 **Other Considerations**

- a. For purposes of both layoff and recall, there will be no bumping between areas in the Community Education seniority lists or between Community Education and other District teacher seniority lists.
- b. A reduction in hours will be considered a reduction in force.
- c. Early Childhood Parenting Teachers with only Early Childhood or only Parenting licensure will be deemed less senior than those teachers with combined Early Childhood and Parenting licensure regardless of the actual date of employment.

14.9.7 **Rights of Recall**

- a. A teacher's full right of recall will be to a vacant position of equal annual hours on the same seniority list occupied by the teacher prior to layoff.
- b. The District will retain the right to reassign existing teachers within the Community Education

Program prior to recall so long as no teacher with rights of recall to the position is more senior than the teacher being reassigned.

- c. A teacher terminated based on a reduction in force will retain a right for twenty-four (24) calendar months from the effective date of layoff to return to the first vacant position which is less than or equal to the teacher's previous full employment. A teacher returned to a position, which is less than the full recall rights of the teacher, will not constitute a loss of right to recall to full employment.
- d. The teacher with rights of recall will be obligated to accept the first offer of recall, which constitutes full recall to employment. However, under an unusual hardship situation, at the request of the teacher, the District may grant one recall refusal.
- e. A recall refusal to employment in a position other than one which constitutes full rights of recall will not constitute a recall refusal. Acceptance of any position as a teacher in the Bloomington Community Education Program regardless of seniority list when the position is equal or greater in annual hours than the teacher's previous position will constitute full recall.
- f. After twenty-four (24) calendar months of rights of recall from the effective date of layoff without full return to employment, all rights of recall will expire.

14.9.8 **Obligation of the Teacher on Layoff Status**

- a. It will be the responsibility of the teacher on layoff status to maintain a current telephone number and address with the District Office of Human Resources.
- b. If the District is unable to immediately contact the terminated teacher with an offer of recall, a letter will be sent to the current address of record on file with the District. Failure to respond within five (5) working days of the date the letter was mailed will constitute a recall refusal.
- c. Failure to immediately respond to a recall offer, but in any case no more than within thirty-six (36) hours, will constitute a recall refusal.

14.9.9 **Reinstatement to Employment:** Upon recall, the teacher will be reinstated with salary schedule placement and benefits as earned and accumulated prior to layoff.

14.9.10 **Temporary Reduction:** A temporary reduction due to insufficient enrollment may be accomplished by mutual agreement, so long as there is no reduction in benefits.

14.10 **Probationary Period of Employment**

The first calendar year of employment as a Community Education Teacher will be a probationary period. During the probationary period, a teacher may be disciplined or terminated without recourse of the teacher and without recourse or intervention of the Federation.

14.11 **Rates of Pay**

Community Education Teachers as defined in Section 14 shall be paid on the Community Education Teacher Hourly Schedule as set forth in Schedule D.

14.11.1 **Masters Lane Eligibility:** All credits, in order to be considered for the MA Lane, must be approved by the Executive Director of Human Resources in writing. It is highly recommended that teachers receive pre-approval in writing prior to registering for all courses. Masters must be earned in programs germane to the teacher's assignments. Examples of germane programs include, but are not limited to, early childhood, parent education, early childhood/special education, counseling, adult basic education, adult vocational education, and ESL. All full-and part-time teachers are eligible for the MA Lane.

14.12 **Longevity Pay**

(Longevity pay is effective July 1, 2008.)

14.12.1 **18L:** On July 1 of each year if eligible based on Hire Date listed in Schedule F, Community Education teachers will receive 18L longevity pay, which is an increase in wages of \$0.50 per hour.

14.12.2 **23L:** On July 1 of each year if eligible based on Hire Date listed in Schedule F, Community Education teachers will receive 23L longevity pay, which is an increase in wages of \$0.25 per hour. Total hourly longevity pay for such teachers, including 18L, will be \$0.75 per hour.

**SECTION 15 –
GRIEVANCE PROCEDURE**

15.1 Informal Issue Resolution

When issues arise between the Federation and the District, any party may initiate informal discussion to explore understanding and potential issue resolution. Such discussion may include, but will not be limited to, issues that may ultimately be addressed under the Meet and Confer or the Grievance Procedure of this Contract.

- 15.1.1 **Intended Use:** Attempts at issue resolution by any party under these informal proceedings will not be admissible in a grievance proceeding nor will the outcome form the basis of adding to, expanding, modifying or interpreting this Contract except as is set forth in written agreement between the parties to this Contract and/or to the extent that the outcome is ultimately judged a past practice which interprets the intent of the parties as set forth in the standards of Elkouri and Elkouri.
- 15.1.2 **Extension of Timelines:** The use of these informal issue resolution procedures will provide the basis for extending the timelines for initiating a formal grievance.
- a. When the issue or a posting of the issue is ultimately judged to be grievable under the definition of Section 15; and,
 - b. When there is clear and demonstrable knowledge of both the Federation President and the Executive Director of Human Resources that informal procedures are being used as a first resolution step in an issue, which may ultimately be deemed grievable.
- 15.1.3 **Participation:** Participation in these procedures will not prejudice the position of either party as to the grievability or non-grievability of the issue.
- 15.1.4 **Representation:** Representation of the Federation, the teacher and/or the District to participate in informal resolution proceedings will be as determined by each party.
- 15.1.5 **Formal Grievance Initiation:** Either party may initiate the formal grievance timelines of this Contract at any time during the informal proceedings. The filing of a formal grievance form at any time during the informal procedure by a teacher or the Federation will initiate the grievance procedures and timelines.

15.2 Grievance Procedure

- 15.2.1 Grievance definitions and interpretations
- a. **Grievance:** A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms and condition of this Contract.
 - b. **Days:** Reference to "day" regarding time periods will be any calendar day excluding Saturdays, Sundays and legal holidays.
 - c. **Time Limits:** Time limits specified in this Contract will be strictly adhered to and may only be extended by mutual agreement. Failure of the teacher or Federation to file a grievance or to appeal a grievance decision within the time limits will constitute a waiver of the grievance. Failure of the District to respond within the time limit will constitute a denial of the grievance.
 - d. **Computation of Time:** In computing any period of time in this procedure, the date of the act, event, or default will not be included. The last day of any time period will end at the close of District office hours, however, a United States Postal Service postmark prior to 12:00 midnight of the final day will be deemed timely.
- 15.2.2 **Filing of a Grievance:** A valid filing of a grievance will be submitted in writing within twenty (20) days of the date the grievant knew or should have known of the act or event which forms the basis of the grievance. The grievance form will be submitted to the Level I immediate supervisor with a copy to the Executive Director of Human Resources. The written grievance form will include all relevant information, including but not necessarily limited to:
- a. Name(s) of the grievant
 - b. Description of the grievance act or event
 - c. Date of occurrence

- d. The specific section(s) of this Contract alleged to have been violated, misinterpreted or misapplied
 - e. The relief sought
 - f. Date of filing
- 15.2.3 **Initiating Grievance Level:** Normally a grievance will be initiated at Level I with the immediate supervisor. However, to expedite issues which require a District-wide perspective for resolution, with the mutual agreement of the Federation representative and the District, the grievance may be initiated at any level of the proceedings.
- 15.2.4 **Grievance Level I/Immediate Supervisor's Level:** Within ten (10) days of receipt of the grievance, the immediate supervisor will issue a written response to the grievant, with copies to the designated Federation representative and to the Executive Director of Human Resources.
- 15.2.5 **Grievance Level II/Superintendent's Designee Level:** In the event the grievance is not resolved at Level I, the grievance may be appealed to the Superintendent's (designee) level, provided such appeal is made in writing within five (5) days of receipt of the Level I decision. Within fifteen (15) days after the grievance has been filed at Level II, the Superintendent/designee will issue a written Level II grievance response.
- 15.2.6 **Grievance Level III/Superintendent's Level:** In the event the grievance is not resolved at Level II, the grievance may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days of receipt of the Level II decision. Within fifteen (15) days after the grievance has been filed at Level III, the Superintendent or Assistant Superintendent will issue a written Level III grievance response.
- 15.2.7 **Grievance Level IV/Arbitration:** In the event that the grievance is not resolved the grievant may submit to arbitration as defined herein.
- a. A grievance submitted to arbitration will be filed with the Bureau of Mediation Services within ten (10) days of receipt of the Level III District Grievance Response, with a copy to the Executive Director of Human Resources.
 - b. The issue as submitted to the Bureau and the Arbitrator will be restricted to the grievance issue as defined by this Contract or as reviewed by the District and the grievant(s) in the grievance proceedings under this Contract.
 - c. The procedures for selecting an arbitrator and for the arbitration proceedings will be under the rules as established by the Bureau of Mediation Services.
 - d. Each party will bear its own expense in connection with the arbitration. The parties will share equally fees and expenses of the arbitration proceeding.
 - e. The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly presented will be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in PELRA as amended.
 - f. The Arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly submitted to the Arbitrator pursuant to the terms of this procedure. The jurisdiction of the Arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor will an Arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the Arbitrator extend to matters of inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer; its overall budget, utilization of technology, the organizational structure, selection and direction and number of personnel. In considering any issue in dispute, and in issuing an order for same, the Arbitrator will give due consideration to the statutory rights and obligations of the Public Districts to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.
- 15.2.8 **Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a

federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Contract, will immediately thereupon waive any and all rights to pursue a grievance under Section 15. Upon instituting a proceeding in another forum as outlined herein, the teacher will waive his/her right to initiate a grievance pursuant to this Section 15, or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived. Section 15.2.8 will not apply to actions to compel arbitration as provided in this Contract or to enforce the award of an Arbitrator.

SECTION 16 – DURATION

16.1 Terms and Reopening Negotiations

This Contract will remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009, and thereafter until modifications are made pursuant to PELRA. Unless otherwise mutually agreed, the parties will not commence negotiations more than ninety (90) days prior to the expiration of this Contract.

16.2 Effect

This Contract constitutes the full and complete agreement between the District and the exclusive representative representing the teachers in this bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

16.3 Finality

Any matters relating to the current contract term, whether or not referred to in this Contract, will not be open for negotiation during the term of this Contract.

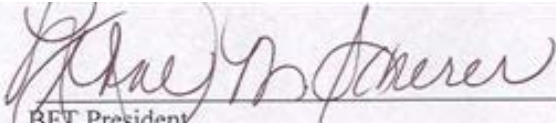
16.4 Severability


The provisions of this Contract will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of this Contract or the application of any provision thereof.

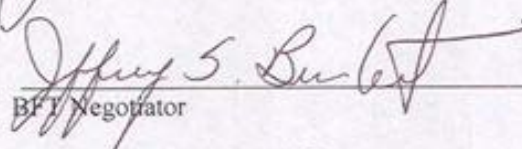
IN WITNESS WHEREOF, the parties have executed this Contract as follows:

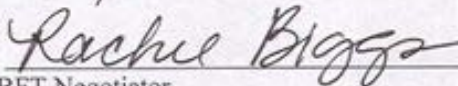
FOR:
Bloomington Federation of Teachers
Local #1182

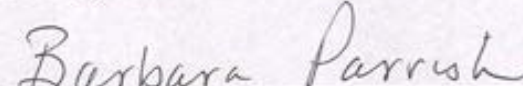
FOR:
Independent School District No. 271
Bloomington Public Schools

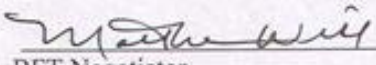

BFT President

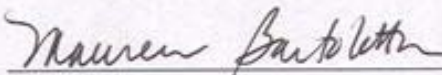

BFT Chief Negotiator

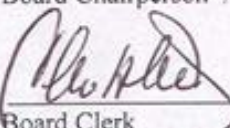

BFT Negotiator

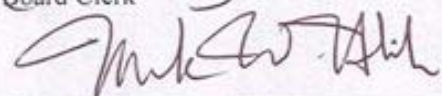

BFT Negotiator

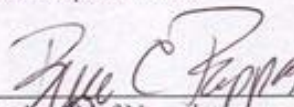

BFT Negotiator

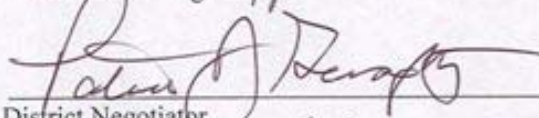

BFT Negotiator

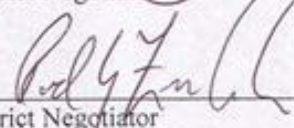

Board Chairperson

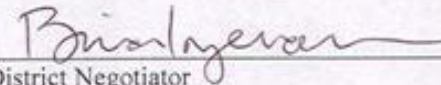

Board Clerk


Board Representative


District Chief Negotiator


District Negotiator


District Negotiator


District Negotiator

Ratified this 14th day of January, 2008

Ratified this 14th day of January, 2008

**SCHEDULE A –
2007-08
TEACHER SALARY SCHEDULE**

Step	III BA	IV BA+20	V BA+40	VIEQ/VI BA+60**/MA	VII MA+15	VIII MA+30	IX MA+45	X DR
1	34,905	36,130	37,247	38,562	39,236	40,768	42,455	43,831
2	35,960	37,699	38,372	39,729	40,422	42,000	43,739	45,154
3	38,681	40,191	41,554	43,179	44,014	45,493	47,458	48,933
4	39,978	41,667	42,701	45,030	45,818	47,458	49,424	51,066
5	42,109	43,392	44,444	47,714	48,618	50,285	52,456	54,125
6	43,295	44,392	45,447	49,606	50,454	52,289	54,458	56,126
7	44,596	45,279	46,448	51,489	52,289	54,125	56,460	58,130
8	46,273	46,949	48,007	53,390	54,291	56,126	58,463	60,134
9	48,011	48,680	49,621	55,801	56,781	58,810	61,439	63,095
10	49,815	50,474	51,287	58,323	59,384	61,623	64,562	66,201
11	50,402	51,056	51,876	60,957	62,107	64,568	67,846	69,459
12	53,430	54,163	54,867	65,673	66,608	68,844	71,728	73,395
*20L	54,430	55,163	55,867	66,673	67,608	69,844	72,728	74,395
*30L	56,430	57,163	57,867	68,673	69,608	71,844	74,728	76,395

**SCHEDULE B –
2008-09
TEACHER SALARY SCHEDULE**

Step	III BA	IV BA+20	V BA+40	VIEQ/VI BA+60**/MA	VII MA+15	VIII MA+30	IX MA+45	X DR
1	35,254	36,491	37,619	38,948	39,628	41,176	42,880	44,269
2	36,320	38,076	38,756	40,126	40,826	42,420	44,176	45,606
3	39,068	40,593	41,970	43,611	44,454	45,948	47,933	49,422
4	40,378	42,084	43,128	45,480	46,276	47,933	49,918	51,577
5	42,530	43,826	44,888	48,191	49,104	50,788	52,981	54,666
6	43,728	44,836	45,901	50,102	50,959	52,812	55,003	56,687
7	45,042	45,732	46,912	52,004	52,812	54,666	57,025	58,711
8	46,736	47,418	48,487	53,924	54,834	56,687	59,048	60,735
9	48,491	49,167	50,117	56,359	57,349	59,398	62,053	63,726
10	50,313	50,979	51,800	58,906	59,978	62,239	65,208	66,863
11	50,906	51,567	52,395	61,567	62,728	65,214	68,524	70,154
12	54,499	55,246	55,964	66,986	67,940	70,221	73,163	74,863
*18L	55,499	56,246	56,964	67,986	68,940	71,221	74,163	75,863
*23L	56,499	57,246	57,964	68,986	69,940	72,221	75,163	76,863
*28L	57,499	58,246	58,964	69,986	70,940	73,221	76,163	77,863

*See Section 6.3 Longevity Pay.

**Reference to Section 6.10.7b: The BA+60 equivalency to the Masters will not be recognized for teachers hired initially or hired after a Break in Service for the 1986-87 school year and thereafter.

**SCHEDULE C –
2007-08 & 2008-09
EXTRA-CURRICULAR SCHEDULE**

		2007-08		2008-09	
		0-5	6+	0-5	6+
HIGH SCHOOL AND MIDDLE SCHOOL ATHLETICS (MEN'S & WOMEN'S)					
BASEBALL	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
	Ninth Grade	2,849	3,356	2,892	3,406
BASKETBALL	Head Coach	5,734	6,241	5,820	6,335
	Assistant	4,279	4,784	4,343	4,856
	Ninth Grade	2,849	3,356	2,892	3,406
CROSS COUNTRY	Head Coach	3,511	4,017	3,564	4,077
FOOTBALL	Head Coach	5,734	6,241	5,820	6,335
	Assistant	4,279	4,784	4,343	4,856
	Ninth Grade	2,849	3,356	2,892	3,406
GOLF	Head Coach	3,511	4,017	3,564	4,077
GYMNASTICS	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
HOCKEY	Head Coach	5,734	6,241	5,820	6,335
	Assistant	4,279	4,784	4,343	4,856
LACROSSE	Head Coach	3,511	4,017	3,564	4,077
	Assistant	2,850	3,356	2,893	3,406
SKIING	Head Coach	3,511	4,017	3,564	4,077
SOCCER	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
	Ninth Grade	2,849	3,356	2,892	3,406
SOFTBALL	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
	Ninth Grade	2,849	3,356	2,892	3,406
SWIMMING	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
SYNCHRONIZED SWIMMING	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
TENNIS	Head Coach	3,511	4,017	3,564	4,077
	Assistant	2,850	3,356	2,893	3,406
	Ninth Grade	2,849	3,356	2,892	3,406
TRACK	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292

		2007-08		2008-09	
		0-5	6+	0-5	6+
VOLLEYBALL	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
	Ninth Grade	2,849	3,356	2,892	3,406
WRESTLING	Head Coach	5,018	5,525	5,093	5,608
	Assistant	3,723	4,229	3,779	4,292
	Ninth Grade	2,849	3,356	2,892	3,406
MIDDLE SCHOOL SPORTS ADAPTIVE ATHLETICS	All Coaches	2,658	3,164	2,698	3,211
HOCKEY	Head Coach	2,859	3,141	2,902	3,188
	Head JV Coach	2,433	2,714	2,469	2,755
	Assistant Coach	2,082	2,365	2,113	2,400
SOCCER	Head Coach	2,599	2,878	2,638	2,921
	Head JV Coach	2,162	2,443	2,194	2,480
	Assistant Coach	1,813	2,092	1,840	2,123
SOFTBALL	Head Coach	2,631	2,911	2,670	2,955
	Head JV Coach	2,187	2,465	2,220	2,502
	Assistant Coach	1,836	2,117	1,864	2,149
OTHER ATHLETIC ASSIGNMENTS					
ATHLETIC					
COORDINATOR	High School Building	6,827	7,333	6,929	7,443
	Middle School District	6,827	7,333	6,929	7,443
	Middle School Building	2,873	3,378	2,916	3,429
CHEERLEADER	Advisor-Season 1 = 15 weeks, starting the Monday before fall kick-off.	2,202		2,235	
	Assistant-Season 1	1,207		1,225	
	Advisor-Season 2 = 24 weeks, starting the first week in December	3,521		3,574	
	Assistant-Season 2	1,932		1,961	
EQUIPMENT MANAGER	Women's Sports	5,066	5,573	5,142	5,657
	(Men's Sports)	6,346	6,851	6,442	6,954

- A year for step advancement will be defined as one full school year as a coach in the Bloomington Schools in which no less than one full sport season was completed in a coaching assignment under Schedule C, Extra-Curricular Schedule, High School and Middle School Athletics (Men's & Women's).
- Post-season pay will be paid at a rate of 1% per day of the coaches' contract amount, based on a five-day week plus Saturday, if the contest is held on that day. Post-season pay will begin after the first region contest.
- Additional coaches, as required, may be paid with approval of the District Athletic Coordinator.

		2007-08	2008-09	
SENIOR HIGH ACTIVITIES				
SPEECH & DRAMA ACTIVITIES				
	Speech Activities, Chairperson	3,117		3,164
	Speech Activities, Assistant	2,172		2,205
	Speech Judges	24.59	Per round	24.96 Per round
	Debate Coach	5,555		5,638
	Assistant Debate Coach	3,801		3,858
	Debate Judges			
	Varsity	27.88	Per round	28.30 Per round
	Jr. Varsity	22.97	Per round	23.31 Per round
	Novice	19.69	Per round	19.99 Per round
	Lincoln-Douglas	22.97	Per round	23.31 Per round
	One Act Plays			
	Contest	1,135		1,152
	Non-Contest	759		770
	All School Play	1,991		2,021
	Musical Director	2,704		2,745
	Musical Vocal Director	2,704		2,745
	Musical Choreographer	1,135		1,152
	Drama Business Manager	606		615
	Set Construction	1,135		1,152
PUBLICATIONS				
	Yearbook	4,515		4,583
	Newspaper	4,515		4,583
	Business Advisor, Yearbook	606		615
	Business Advisor, Newspaper	606		615
MUSIC ACTIVITIES				
	Band	4,584		4,653
	Marching Band	4,584		4,653
	Vocal	4,584		4,653
	Show Choir	4,584		4,653
	Orchestra	1,894		1,922
	Summer Vocal Rehearsals (10 weekly rehearsals)*	872		885
	*A second rehearsal per week may be approved at half the weekly rehearsal rate.			
ACADEMIC COMPETITION				
	Math Competition	2,199		2,232
	Quiz Bowl	2,199		2,232
OTHER ACTIVITIES				
	Dance Line	3,844		3,902
MIDDLE SCHOOL ACTIVITIES				
INTRA-MURAL ACTIVITIES				
	Coordinator	2,990		3,035
	Coach or Supervisor	1,224		1,242
SPEECH AND DRAMA ACTIVITIES				
	Drama Director of Musical	1,706		1,732
	Vocal Director of Musical	1,706		1,732
PUBLICATIONS				
	Newspaper	1,447		1,469

		2007-08		2008-09	
MUSIC ACTIVITIES	Band	1,894		1,922	
	Vocal	1,894		1,922	
	Orchestra	1,894		1,922	
	Half-Time Instructor	1,044		1,060	
	Summer Instrumental & Vocal Rehearsals (10)*	872		885	
	*A second rehearsal per week may be approved at half the weekly rehearsal rate.				
ACADEMIC COMPETITION	Math Competition	2,199		2,232	
	Stock Market Club	1,223		1,241	
	Science Olympiad	1,223		1,241	
ELEMENTARY ACTIVITIES					
MUSIC ACTIVITIES	All-City Chorus Director	1,747		1,773	
	All-City Band Director	1,747		1,773	
	All-City Orchestra Director	1,747		1,773	
	All-City Chorus Accompanist	872		885	
	All-City Band Accompanist	872		885	
	All-City Orchestra Accompanist	872		885	
OTHER ACTIVITIES	Extracurricular Physical Education (Maximum 20 hours per season)	17.46	Per hour	17.72	Per hour
MISCELLANEOUS ASSIGNMENTS - ALL LEVELS					
Extra art assignments approved by principal	483		490		
Driver's Ed Program - Behind the Wheel	24.83	Per hour	25.20	Per hour	
Summer School Assignments	29.57	Per hour	30.01	Per hour	
*To include 30 min. prep time for each 2 hour assignment					
In-service Instructors	29.57	Per hour	30.01	Per hour	
Writing Team Assignments and Instructional Planning	29.57	Per hour	30.01	Per hour	
Homebound Instructors	24.97	Per hour	25.34	Per hour	
Intramurals (Maximum/season = 70 hours)	17.46	Per hour	17.72	Per hour	
Other temporary assignments as assigned by the principal (Maximum/season = 70 hours)	17.46	Per hour	17.72	Per hour	
Recreational and Educational Swimming Programs Beyond Regular School Day					
Pool Director - Olson Junior High	4,549	Per year	4,617	Per year	
Summer Administration	228	Per week	232	Per week	
Summer Admin Olson Pool	718	Per week	729	Per week	
Instructors (WSI certified)					
First year	20.19	Per hour	20.49	Per hour	
Second year	21.42	Per hour	21.74	Per hour	
Third year	22.76	Per hour	23.10	Per hour	
Fourth year	23.86	Per hour	24.22	Per hour	
Fifth year	24.97	Per hour	25.34	Per hour	

**SCHEDULE D –
2007-08 & 2008-09
COMMUNITY EDUCATION TEACHER
HOURLY SCHEDULE**

Step	2007-08		2008-09	
	BA	MA	BA	MA
1	23.44	24.01	23.79	24.37
2	24.66	25.29	25.03	25.67
3	25.84	26.47	26.23	26.87
4	27.09	27.78	27.50	28.20
5	28.24	28.95	28.66	29.38
6	29.20	29.94	29.64	30.39
7	30.18	30.94	30.63	31.40
8	31.25	32.04	31.72	32.52
9	32.13	32.93	32.61	33.42
*18L			33.11	33.92
*23L			33.36	34.17

Initial placement on this schedule will be at the discretion of the District.

*See Section 14.12 Longevity Pay.

**SCHEDULE E –
2007-08 & 2008-09
OTHER SCHEDULES**

- E1. Teacher Leadership Schedule
- | | |
|------------------------------------|---|
| Secondary School Leadership | Lead Speech Correctionist |
| Elementary Kindergarten Lead | SLD Lead |
| Elementary Music Lead | Adapted Physical Education Lead |
| Elementary Physical Education Lead | EBD Lead |
| K-12 Resource Center Lead | EMH Lead |
| Lead Psychologist | Gifted Lead (16.6 - 22.5 category) |
| Lead Social Worker | Clinical Supervision Lead (22.6 or more category) |

Teacher Equivalencies	2007-08	2008-09
1.6 - 4.5	1,297	1,316
4.6 - 9.5	1,757	1,783
9.6 - 16.5	2,197	2,230
16.6 - 22.5	3,076	3,122
22.6 or more	3,881	3,939

	2007-08	2008-09
E2. Elementary Staff Leadership & Other Staff Leadership	655	665
E3. Elementary Building Administrative Assistant	1,092	1,108
E4. BEACON (per hour)	29.57	30.01

**SCHEDULE F -
ELIGIBILITY BASED ON HIRE DATE**

Your Hire Date: _____

Based on Hire Date, teachers are eligible for the following benefits per this table:

Teacher qualifies for benefit below:	Effective July 1, 2007, if Hire Date is before:	Effective July 1, 2008,* if Hire Date is before:	Approximate Minimum Years to Qualify
Section 6.11 - Step Advancement	January 1, 2007	January 1, 2008	0.5
Section 9.3 - Personal Leave	January 1, 2005	January 1, 2006*	2.5
Section 8.3 - TSA Match	January 1, 2003	January 1, 2004*	4.5
Section 7.6 - Retirement Health Insurance	January 1, 1993	January 1, 1994*	14.5
Section 6.3.1 - Longevity 20L/18L	January 1, 1988 20L	January 1, 1991 18L	07-08: 19.5 08-09: 17.5
Section 6.3.2 - Longevity 23L	N/A	January 1, 1986 23L	07-08: N/A 08-09: 22.5
Section 6.3.3 - Longevity 30L/28L	January 1, 1978 30L	January 1, 1981 28L	07-08: 29.5 08-09: 27.5
Section 14.12.1 - CE Longevity 18	N/A	January 1, 1991 18L	07-08: N/A 08-09: 17.5
Section 14.12.2 - CE Longevity 23	N/A	January 1, 1986 23L	07-08: N/A 08-09: 22.5

*Note: Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk will advance one year on an annual basis.

MEMORANDUMS OF UNDERSTANDING

FEDERATION PRESIDENT RELEASE TIME

WHEREAS, the Federation and the District continue to explore ways to work cooperatively and collaboratively to benefit the teachers of the District; and

WHEREAS, the Federation and the District recognize that the Federation President plays a vital role in expanding the cooperation and collaboration both organizations seek; and

WHEREAS, the Federation and the District recognize that conducting the duties of the Federation President is a time consuming endeavor.

NOW, THEREFORE, the Federation and the District agree to the following:

1. For the 2007-08 and 2008-09 school years, the Federation President will be entitled to a one-half (1/2) FTE release time without loss of pay, benefits, retirement pay, or seniority, in order to conduct duties as president.
2. The Federation will reimburse the District for the actual costs of salary and all benefits through BA+40, Step 2, for the teacher assigned to fill that portion of the teaching assignment vacated by the Federation President while conducting the duties as president.
3. The decision by the Federation and the Federation President to take a one-half (1/2) FTE release time to conduct the duties of president is voluntary on the part of the Federation and the Federation President.
4. The Federation will be responsible for providing the Federation President with office space and clerical support. However, the District will endeavor to provide office space for the Federation President, provided available space exists in the District.
5. Should the Federation President decide not to pursue continued release time, he/she will be returned to the position that he/she vacated while conducting duties as president.

This Memorandum of Understanding will expire June 30, 2009. Thereafter, unless the Federation and the District agree to renew this Memorandum of Understanding, the Contract provisions regarding Federation Business will govern.

ISSUES FORUM

The parties agree to make permanent the Issues Forum team which continues to meet regularly since June 2004 to resolve issues related to the Contract, policy, working conditions, values and organizational culture. The ultimate goal of the Forum is to improve the relationships within our organization. The team is co-chaired by the Superintendent and Federation President with additional members selected by each party. The team has the authority to mutually agree upon policy and to make recommendations for the 2009-11 negotiations. The Superintendent and Federation President are responsible for bringing pertinent issues to the Forum and the team decides which issues to address and in what order.

The parties agree that the first issue to be discussed after ratification of this Contract will be teacher jobshare.

In addition, this team will oversee, facilitate and monitor Building Committees per Section 5.9.

SCHEDULE C – EXTRA-CURRICULAR SCHEDULE

During the negotiations of 2005-07 and 2007-09 Contracts, the parties discussed, without reaching agreement, potential modifications to the Schedule C – Extra-Curricular Schedule. The parties hereby agree to form a team to examine Schedule C, co-chaired by a District representative and a Federation representative with additional members appointed by each party. The Team will start meeting soon after the ratification of this Contract and meet regularly until their work is complete. The work of the Team will include, but is not limited to, the study of systems to determine classifications of Schedule C positions, making recommendations for classifying existing positions, and developing a process by which obsolete positions are deleted and new positions are added. The Team will also develop a process for posting and hiring of Schedule C positions.

The parties did agree that the hourly wages of Athletic Event Workers will be deleted from the Contract and incorporated into Board policy. The District agreed that a list of opportunities will be readily available to all employees.

The Team will provide a status report to the Superintendent and the Federation President not later than April 1 of each year. The Team will also provide status reports as requested by the Superintendent and the Federation President and/or as deemed necessary by the Team. The Team's goal will be to make recommendations for the 2009-11 Contract.

SCHEDULE E – OTHER SCHEDULES

During the negotiations of 2007-09 Contracts, the parties discussed, without reaching agreement, potential modifications to the Schedule E – Other Schedules. The parties hereby agree to form a team to examine Schedule E, co-chaired by a District representative and a Federation representative with additional members appointed by each party. The Team will start meeting soon after the ratification of this Contract and meet regularly until their work is complete. The work of the Team will include, but is not limited to, the study of systems to determine classifications of Schedule E positions, making recommendations for classifying existing positions, and developing a process by which obsolete positions are deleted and new positions are added. The Team will also develop a process for posting and hiring of Schedule C position.

The Team will provide a status report to the Superintendent and the Federation President not later than April 1 of each year. The Team will also provide status reports as requested by the Superintendent and the Federation President and/or as deemed necessary by the Team. The Team's goal will be to make recommendations for the 2009-11 Contract.

ONLINE AND HYBRID CLASSES

The parties agree to form a joint committee to gather information and make recommendations to formulate District policy and relevant MOU language on all issues concerning the teaching of online and hybrid classes within ISD 271. The recommendations will be reported to the Superintendent and BFT President no later than April 1, 2008 and will be considered for implementation on or before June 30, 2008.

REPLACE SECTION 7.2.5 WITH NEW SECTION 7.3:**HEALTH SAVINGS ACCOUNT (HSA) – AGREED ON APRIL 11, 2008**

- 7.3.1 [2008-09 only] **HSA for Teachers Employed on July 1, 2008:** Except as noted in Section 7.3.2, the District will contribute into an HSA the following amounts for each teacher who is (1) enrolled in the District Health/Hospitalization Insurance on July 1, 2008, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the 2008-09 school year:
- Full-Time:** \$550.00 will be deposited in July 2008 and \$50.00 per month in August 2008 through June 2009, up to a maximum of \$1,100.00 in the 2008-09 plan year.
 - Part-Time:** \$275.00 will be deposited in July 2008 and \$25.00 per month in August 2008 through June 2009, up to a maximum of \$550.00 in the 2008-09 plan year.
 - Spousal:** For each full-time employee and District-employed spouse, the same amount as full-time (above) will be deposited in separate HSAs per IRS regulations.
- 7.3.2 [2008-09 only] **HSA for Teachers Not Scheduled to Return to Work for the 2008-09 School Year:** The District will contribute into an HSA the following amounts for each teacher who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) NOT scheduled to return to work for the 2008-09 school year:
- Full-time:** \$100.00 per month will be deposited for July 2008 and August 2008.
 - Part-time:** \$50.00 per month will be deposited for July 2008 and August 2008.
 - Returned to Work:** Long-Call Reserve Teachers who qualify for continue District contributions for July and August per Section 7.6.4 and return to work by September 30, 2008 will be made whole per Section 7.3.1.
- 7.3.3 [2008-09 only] **HSA for Newly Hired Teachers:** The District will contribute into an HSA the following amounts for each teacher who (1) enrolls in the District Health/Hospitalization Insurance after July 1, 2008, and (2) receives a District contribution toward the District Health/Hospitalization Insurance:
- Full-time:** \$100.00 per month will be deposited through June 2009, up to a maximum of \$1,100.00 in the 2008-09 plan year.
 - Part-time:** \$50.00 per month will be deposited through June 2009, up to a maximum of \$550.00 in the 2008-09 plan year.
 - Spousal:** For each full-time employee and District-employed spouse, the same amount as full-time (above) will be deposited in separate HSAs per IRS regulations.
- 7.3.4 **HSA for Teachers on Leave:** In the same manner as for active teachers, the District will contribute into an HSA for each teacher who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.
- 7.3.5 **Future District HSA Contributions:** Effective July 1, 2009, the District will contribute into an HSA in twelve (12) equal monthly installments as follows:
- Maximum Amount for Full Year:** Full-time will receive fifty percent (50%); part-time, twenty-five percent (25%); and spousal, one hundred (100%) of the single deductible/out-of-pocket maximum as set by the Internal Revenue Service.
 - New Hires:** In the first year of employment only, new hires will receive two (2) times the monthly contribution per month (as calculated in this Section) starting the first month of employment through the end of the current plan year, up to the maximum defined in this Section.

RENUNBER REMAINING