

July 1, 2009 - June 30, 2011

CONTRACT

between

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

and

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

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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. This includes Title I Teachers, English as a Second Language (ESL) Teachers and Occupational Therapists (OT).

3.2.1 Community Education Teacher (CE Teacher): Teachers employed by Community Education whose positions require licensure from the State of Minnesota and teachers employed by Community Education whose positions do not require licensure from the State of Minnesota and who are employed more than 13.125 hours per week.

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 Appendix A. 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 one (1) calendar year for all regular contract teachers and less than thirty (30) calendar days for Long Call Reserve Teachers.

3.6 Seniority Date

The first paid day of work in a position covered by this Contract without a Break in Service, excluding temporary and substitute employment. Seniority Date may differ from Hire Date.

3.7 Temporary Assignment Contract

Extra compensation for specific tasks as assigned by the District.

3.8 Itinerant Teacher

Those regular contract teachers who teach in more than one building.

3.9 Workday or Standard Professional Day

The number of hours of contracted service per day. For the purpose of calculating leaves, a day will be seven (7) hours.

3.10 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.

3.11 Hourly BEACON Teacher

Teachers hired on an hourly part-time basis to teach in the BEACON program.

3.12 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 Office of Human Resources 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 for 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 twenty-four (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 Office of Human Resources.

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 date 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.

5.17 Professional Development Fund

The District will make available two hundred thousand dollars (\$200,000.00) 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 four hundred thousand dollars (\$400,000.00). 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.

5.17.1 Professional Development Fund Committee: The PDFC will be composed of five (5) teachers appointed by the Federation. At the request of the District, the Federation 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.

5.17.2 Requests: The PDFC will consider requests including, but not limited to:

- a. Research and development projects, not to exceed ten thousand dollars (\$10,000.00)
- 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

5.17.3 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.

- 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 will require a recommendation from the principal or program administrator.
- c. Sabbatical leave for study will 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 will 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 will be submitted in writing to the PDFC at the earliest possible date, but in no case will this be after January 1 of the year preceding the school year in which the leave is sought.
- f. Compensation for sabbatical leaves will be determined by the PDFC.
- g. The application for a sabbatical leave will 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 will not exceed one contract year.
- j. After return from this leave, the teacher will review his/her program accomplishments with the PDFC.

- k. A resource pool comprised of individuals completing sabbatical leaves will 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.

5.17.4 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.

5.18 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.

SECTION 6 – BASIC SCHEDULES AND RATES OF PAY

6.1 Schedules & Appendices

The attached schedules and appendices are a part of this Contract.

Schedule A: 2009-10 Teacher Salary Schedule

Schedule B: 2010-11 Teacher Salary Schedule

Schedule C: 2009-10 & 2010-11 Extra-Curricular Schedule

Schedule D: 2009-10 & 2010-11 Community Education Teacher Hourly Schedule

Schedule E: 2009-10 & 2010-11 Other Schedules

Appendix A: Eligibility Based on Hire Date

6.2 Status of Schedules

6.2.1 2009-10 Schedules: 2009-10 Schedules will be effective July 1, 2009.

6.2.2 2010-11 Schedules: 2010-11 Schedules will be effective July 1, 2010.

6.2.3 Successor Contract: Teachers will be paid according to their salary as specified in their 2010-11 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 zero hour or seventh hour will be compensated on a pro-rata basis. The actual compensation for such offerings may come in the form of a flexible contract.

6.3 Longevity Pay

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Under certain circumstances, eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A. Longevity pay will be prorated to full-time equivalency.

6.3.1 18L: After eighteen (18) years, teachers will receive an annual longevity pay increase of one thousand dollars (\$1,000.00). CE teachers will receive an increase in wages of fifty cents (\$0.50) per hour.

6.3.2 23L: After twenty-three (23) years, teachers will receive an additional annual longevity pay increase of one thousand dollars (\$1,000.00) for a total of two thousand dollars (\$2,000.00). CE teachers will receive an increase in wages of twenty-five cents (\$0.25) per hour for a total of seventy-five cents (\$0.75) per hour.

6.3.3 28L: After twenty-eight (28) years, teachers will receive an additional annual longevity pay increase of one thousand dollars (\$1,000.00) for a total of three thousand dollars (\$3,000.00). CE teachers will receive an increase in wages of twenty-five cents (\$0.25) per hour for a total of one dollar (\$1.00) per hour.

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 11 Recall Rights:** Teachers on layoff with rights of recall under Section 11 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 workdays for the same absent teacher. A teacher filling a vacancy as defined in Section 6.4.2 will be provided full pro-rata 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 pro-rata 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 pro-rata 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 11.

6.5 Beacon Teachers

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

- 6.5.1 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.
- 6.5.2 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.

6.6 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.

- 6.6.1 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 pro-rata payment of the stipulated corrected monetary compensation.
- 6.6.2 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.

6.7 Leadership Positions

- 6.7.1 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.
- 6.7.2 Pro-rata Assignments:** A part-time or part-year assignment to one of these positions will result in a pro-rata payment of the stipend.
- 6.7.3 Extended Assignments:** Extended leadership time assigned for days outside the teacher work year will be compensated at the teacher's pro-rata Teacher Salary Schedule rate based on 1/193 for each day of work.

- 6.7.4 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.
- 6.7.5 Other Staff Leadership:** Other Staff Leadership positions as assigned will be compensated as set forth in Schedule E.
- 6.7.6 Elementary Building Administrative Assistants:** Elementary Building Administrative Assistants will be compensated as set forth in Schedule E.

6.8 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.

6.9 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.

- 6.9.1 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.

6.9.2 Programs and Institutions

- a. Pre-Approved:** The following are considered pre-approved for lane change credit:

- (1) District in-service credits,
- (2) Credits (including those taken online) from institutions recognized for the purposes of licensure by the Minnesota State Board of Teaching (BOT). The Executive Director of Human Resources may make exceptions in individual cases, and
- (3) Credits from programs or institutions recognized by the Program Review Committee.

- b. Program Review Committee:** A committee consisting of District and Federation appointees (with a majority being Federation appointees) will consider other educational programs or institutions not currently recognized by the BOT. Once approved by this committee, a program or educational institution will be added to the pre-approved lists referenced in Section 6.9.2. At its initial meeting(s), the committee will establish criteria by which to evaluate such programs or schools. Thereafter, the committee will meet as needed to consider other programs or institutions for addition to the pre-approved list.

- c. Reviews:** Any teacher whose credits are denied because the granting institution or program has not been pre-approved will have the right of review by the Program Review Committee. The Program Review Committee's decision will be final and binding on all parties, non-grievable under terms of this contract and irreversible by the District. Salary advancement will not occur pending a review, but if approved on review, will be retroactive.

- 6.9.3 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 Masters degree lane, germane will be defined as credits in the field of Education in these areas:

- a.** Masters 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.

- 6.9.4 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 6.9. For purposes of Section 6.9.4, 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.

6.9.5 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.

6.9.6 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.

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

6.9.8 BA+60

b. BA+60 Equivalency: Only teachers with a BA+60 with a Hire Date before June 30, 1986 will be placed on the BA+60/MA lane.

b. 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 a Masters degree program for lane movement pursuant to Section 6.9. These credits must be beyond the sixty (60) credits already earned and will be applied to the MA+15, MA+30, and MA+45 lanes.

6.9.9 Community Education: All credits, in order to be considered for the MA Lane of the Community Education Wage Schedules, must be approved by the Executive Director of Human Resources in writing. It is highly recommended that CE teachers receive pre-approval in writing prior to registering for all courses. Masters degrees must be earned in programs germane to the CE 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 CE teachers are eligible for the MA Lane.

6.10 Step Advancement

Teachers who work sixty (60) working days or more during the previous July 1 through June 30 will receive a step advancement. Teachers who work less than sixty (60) working days during the previous July 1 through June 30 will remain at their previous step until the next annual July 1.

6.10.1 Community Education: Community Education teachers who work two hundred forty (240) hours or more during the previous July 1 through June 30 will receive a step advancement. Community Education teachers who work less than two hundred forty (240) hours during the previous July 1 through June 30 will remain at their previous step until the next annual July 1. Eligible work hours include student instruction, preparation, staff meetings, and related District in-service meetings and workshops.

6.10.2 2009-10 Only: No teacher will receive a step advancement for the 2009-10 school year.

6.11 Schedule of Payment

The annual salary will be paid in twenty-four (24) equal payments, except as specified below in Section 6.11.1. 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.

6.11.1 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.

6.12 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.

6.13 Summer School

Teachers employed for summer school will receive the summer school assignment pay listed in Schedule C or E5, 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.

6.14 Re-employment

If re-employed without a Break in Service (as defined in Section 3.5), teachers will (a) be credited with their previously accrued sick leave, (b) be placed on their previous salary step and lane, (c) be reinstated with their previous Hire Date and Seniority Date (if applicable), and (d) receive benefits specified in Appendix A based on their previous Hire Date.

SECTION 7 – GROUP INSURANCE

7.1 Insurance Eligibility

Teachers will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the month indicated in Section 7.7.

7.1.1 Health/Hospitalization and Dental Insurance

- a. **Full-Time:** A teacher employed 0.8 to 1.0 FTE will be eligible for full-time benefits under the terms of the District Health/Hospitalization and Dental Insurance Plans. This includes CE teachers scheduled to work no less than thirty (30) hours per week and one thousand ninety-eight (1,098) hours per year.
- b. **Part-Time:** A teacher employed less than 0.8 FTE, but no less than .5 FTE, will be eligible for part-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans. This includes CE teachers scheduled to work less than thirty (30) hours per week and one thousand ninety-eight (1,098) hours per year, but no less than twenty (20) hours per week and seven hundred thirty-two (732) hours per year.
- c. **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 Employee-plus-One or Family 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.

7.1.2 Health Savings Accounts (HSAs): Both full-time and part-time teachers (as defined above in Section 7.1.1) will be eligible for HSAs through the District-selected vendor.

7.1.3 Life Insurance: Both full-time and part-time teachers (as defined above in Section 7.1.1) will be eligible for benefits under the terms of the District Life Insurance Policy.

7.1.4 Long-Term Disability (LTD) Insurance: Only full-time teachers (as defined above in Section 7.1.1) will be eligible for benefits under the terms of the District LTD Insurance Policy.

7.2 Health/Hospitalization Insurance

Teachers will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the month indicated in Section 7.7.

7.2.1 Health/Hospitalization Insurance Plan: The District will make available to eligible teachers (as defined in Section 7.1.1) a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

- a. **Plan Year:** The plan year will run from July 1 to June 30.
- b. **Deductibles:** Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2009-10	\$1,150.00	\$2,300.00

2010-11	\$1,200.00	\$2,400.00
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c. **Out-of-pocket maximum:** The out-of-pocket maximum will be equal to the deductible.

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	Employee-Only	Employee-plus-One	Family
2009-10	\$519.50	\$730.00	\$790.00
2010-11	\$536.00	\$787.00	\$862.00

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	Employee-Only	Employee-plus-One	Family
2009-10	\$343.00	\$502.50	\$550.00
2010-11	\$376.00	\$551.00	\$604.00

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
2009-10	\$1,091.50	\$1,195.50
2010-11	\$1,125.00	\$1,232.00

7.2.5 District Contribution Exclusion: Teachers who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include teachers who receive Medicare, or Tri-Care, Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.

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 fifty (50). Except as provided in Section 7.8, 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 Health Savings Account (HSA)

7.3.1 Contributions: The District will contribute into an HSA in twelve (12) equal monthly installments the following annual 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) scheduled to return to work for the following school year:

- a. **Full-Time Annual District HSA Contribution:** Effective July 1, 2010, the District will contribute an amount equal to fifty percent (50%) of the teacher's deductible to each full-time teacher's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2009-10	\$600.00	\$600.00
2010-11	\$600.00	\$1,200.00

- b. Part-Time Annual District HSA Contribution:** Effective July 1, 2010, the District will contribute an amount equal to twenty-five percent (25%) of the teacher's deductible to each part-time teacher's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2009-10	\$300.00	\$300.00
2010-11	\$300.00	\$600.00

- c. Spousal:** For each full-time teacher and District-employed spouse, the same amount as full-time (above) will be deposited in separate HSAs per IRS regulations.
- d. Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

7.3.2 Long Call Reserve: Section 7.6 (Duration of Insurance Contribution) also applies to District HSA contribution.

7.3.3 Newly Hired: In the first year of employment only, new hires will receive two (2) times the monthly contribution per month (as calculated in Section 7.3.1) starting the first month of employment, up to the maximum defined in Section 7.3.1.

7.3.4 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 Hardship Advance: When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution, teachers may ask for their remaining District HSA contribution in advance, provided they submit receipts or other documentation. Hardships will be determined on a case-by-case basis by the Executive Director of Human Resources.

7.4 Dental Insurance

(During the 2009-10 school year, dental insurance will remain as defined in the 2007-09 Contract.)

For eligible teachers as defined in Section 7.1.2, the District will make available a District Dental Insurance program.

7.4.1 Employee-Only Full-Time Monthly District Contribution: For full-time teachers, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.

7.4.2 Employee-Only Part-Time Monthly District Contribution: Effective July 1, 2010, for part-time teachers, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time teachers may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.

7.4.3 Family Monthly District Contribution: Full-time and part-time teachers may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.

7.4.4 Spousal Monthly District Contribution: For a full-time teacher and spouse working full-time in the District who elect family dental coverage, the District will contribute two (2) employee-only full-time contributions up to one hundred percent (100%) of the cost of family dental coverage, provided that they pay the difference through payroll deduction.

7.5 Life Insurance

The District will contribute the entire premium cost of District Life Insurance for eligible teachers as defined in Section 7.1.3.

- 7.5.1 Amount:** Eligible teachers are insured to an amount equal to two (2) times annual salary rounded to the nearest one thousand dollars (\$1,000.00). Basic contract salary does not include pay for extra assignments.
- 7.5.2 Spouse and Dependents:** The teacher's spouse and dependent children to age 19 (age 24 if in school) are insured for one thousand dollars (\$1,000.00) life insurance only.
- 7.5.3 AD&D – Employee Only:** The Policy will include an accidental death and dismemberment (AD&D) policy for the employee only.
- 7.5.4 Additional Life Insurance:** If enrollment warrants, the District will make available additional term life insurance paid in full by the teacher through payroll deduction.

7.6 Long-Term Disability Insurance (LTD)

The District will contribute the entire premium cost of the District Long-Term Disability Insurance for eligible teachers as defined in Section 7.1.4.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the teacher's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Teachers who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions:** No benefits will be paid for disability due to a pre-existing condition, if the teacher becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.
- 7.6.4 Benefits:** Teachers who convert to LTD will no longer be eligible to earn or receive District wages, sick leave, earned personal leave, or other District paid benefits effective the first day of LTD, until such time the teacher returns to active employment.
- 7.6.5 Use of Sick Leave:** Teachers may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.
- 7.6.6 Continuation of District Insurance Contributions:** Teachers who (1) are unable to work, (2) are on a District-approved medical leave, and (3) apply for LTD will be eligible for continuation of the District insurance contributions for up to twelve (12) months from the date when their medical leave started.

7.7 Duration of Insurance Contribution

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

- 7.7.1 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.
- 7.7.2 Termination:** Upon termination of employment, all District contributions will cease effective on the last day of the month, except as noted in Sections 7.7.3 and 7.7.4.
- 7.7.3 Regular Contract Teachers:** Regular contract teachers who leave employment of the 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.
- 7.7.4 Long Call Reserve Teachers:** Long Call Reserve Teachers will be eligible for continued District insurance contributions and District HSA contributions for July and August, provided they pay their portion for such coverage and they meet the following criteria:
- Employed on a long call contract through the end of the school year,
 - Qualify for and enrolled in District group insurance at the end of the school year,
 - Rehired for the subsequent school year in a position that qualifies for District group insurance, and
 - Sign a contract for the subsequent year on or before September 30, or thereafter at the discretion of the Executive Director of Human Resources.

7.8 Retirement Health and Hospitalization Insurance

See Section 10.2.

**SECTION 8 –
LEAVES OF ABSENCE****8.1 Sick Leave**

Teachers will earn one (1) day of sick leave per month of employment, up to ten (10) days per year. Sick leave will be credited in full at the beginning of each school year, but should the teacher leave employment or move to unpaid status during the school year, sick leave that was credited but unearned will be returned to the District. Unused sick leave is subject to unlimited accumulation. Teachers may use sick leave for themselves or their dependent children (under age of 18 or under age of 20 still attending secondary school) 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.

8.1.1 Long-Term Disability (LTD): Teachers may use accrued sick leave for LTD per Section 7.6.5.

8.1.2 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, which would normally be charged to sick leave.

8.2 District-Approved Leave (formerly Emergency or Required Leave)

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 adult child, spouse, parent, or other adult dependent, 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 district-approved leave.

8.2.1 Other Illness: In addition to district-approved leave, teachers may use up to five (5) days of sick leave per occurrence for illness of an adult child, spouse, parent, or other dependent adult.

8.2.2 Special Circumstances: Teachers may request district-approved leave in cases where illnesses of their dependent children exceeds ten (10) workdays and the teacher has less than sixty (60) days of accumulated sick leave available.

8.2.3 Leave Committee: A Leave Committee consisting of District and Federation appointees (with a majority being Federation appointees) will meet as needed to manage all matters pertaining to district approved leave.

8.2.4 Appeals: Any teacher who is denied district approved leave will have the right of appeal to the Leave Committee. The Leave 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.

8.3 Earned Personal Leave

On July 1 of each year if eligible based on Hire Date listed in Appendix A (after approximately 3 years), teachers will qualify for one (1) day of earned personal leave per year, accumulating to a maximum of five (5) days. Earned personal leave requests will be granted on a first-come, first-served basis with no more than ten percent (10%) of the building staff being granted earned personal leave on a given workday.

8.3.1 K-12 Blackout Days: Teachers may not use earned personal leave 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.

8.3.2 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.

8.3.3 Short-Term Unpaid Leave: Teachers may be granted up to two (2) days of unpaid leave per year without accumulation, provided that they use one (1) day of earned personal leave for each one (1) day

of unpaid leave. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days.

8.4 Long-Term 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.

8.4.1 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.

8.4.2 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.

8.5 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.

8.6 Professional Leave

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

8.7 Absence Due to Workers Compensation

A teacher compensated for absences under workers compensation will continue to receive full pay as long as the teacher has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the teacher's full wage. While on paid status with the District, the teacher will continue to accrue sick leave and will be eligible for District paid benefits.

8.8 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 and the teacher portion of TRA, while teachers are on military leave, as allowed by TRA.

8.9 Loss of Time Due to Assault or Threat

8.9.1 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.

8.9.2 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) days of paid leave, not to be charged to sick leave or any other leave.

8.9.3 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 9 – WORKING CONDITIONS

Community Education: Only Section 9.8 of this Section applies to Community Education.

9.1 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.

9.1.1 First-Year Probationary Teacher Work Year: The work year for first-year probationary teachers will be as defined in Section 9.6 and will also include up to four (4) additional workdays 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.

9.2 Alteration in Calendar

9.2.1 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.

9.2.2 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.

9.2.3 Meet and Confer: The District and the Federation will meet and confer concerning any modification of the workday under Section 9.

9.3 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

9.3.1 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 9.2.2.

9.3.2 Local Variation: Variations of the standard building schedules outside those allowed in Section 9.3.1 are a matter of local determination, based upon a fifty-five percent (55%) vote of those teachers assigned to the building.

9.3.3 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.

9.4 Standard Professional Day

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

9.4.1 Duty-Free Lunch Time: Teachers will be provided thirty (30) consecutive minutes of unpaid, duty-free lunch time between the hours of 10:30 am and 1:30 pm.

9.4.2 Preparation Time

- a. **Elementary:** Elementary teachers will be provided fifty-five (55) minutes of paid teacher-directed preparation time within the standard 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. The standard student day is defined as that which is used for the majority of the days of the workweek.

- b. Middle and Secondary:** Middle and secondary teachers will be provided fifty-five (55) minutes of paid teacher-directed preparation time within the standard student day, except that scheduling may require this to be computed on a weekly basis. The standard student day is defined as that which is used for the majority of the days of the workweek.
- c. Variation:** Any variation of preparation time will be determined by a seventy percent (70%) majority vote of those teachers affected. Variations must be voted on annually and reported in writing to the BFT President.

9.4.3 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.

9.4.4 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.

9.4.5 Other: Teachers may leave at the end of the student day, after the buses leave, and after complying with the school's check-out procedures for the following reasons:

- a.** When variations of the schedule require teachers to return in the evening,
- b.** For matters of a professional, civic, or personal nature that cannot be postponed, and
- c.** On days preceding when school is not in session.

9.5 Workday for Teachers Working Less than Full-Time

For teachers who work less than 1.0 FTE, all the aspects of their workday, 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 provide teachers working less than full-time a continuous schedule without an unpaid break in their professional day (excluding lunch). If the breaks in the professional day of teachers working less than full-time (excluding lunch) are ninety (90) minutes or less, these breaks will be paid. The District retains the right to assign teachers working less than full-time to duties during these paid breaks.

9.6 Job Share

The District will grant job shares for the 2010-11 school year as a pilot project to explore the benefits and detriments of job-sharing. The District and the Federation will evaluate the job share program prior to February 1, 2011 to decide if the program will end or proceed beyond the status of a pilot project.

- 9.6.1 Eligibility:** Only full-time continuing contract teachers are eligible for job share.
- 9.6.2 Requests:** Job share requests will originate before March 1 from two teachers wishing to engage in a job share in a building for the next school year.
- 9.6.3 Approval:** Job share requests will be approved at the District's discretion. For 2010-11, no more than one (1) job share will be granted per building.
- 9.6.4 Duration:** Job shares will be approved for a one (1) year only. An additional year may be approved at the District's discretion, if requested no later than February 1.
- 9.6.5 Cost Neutral:** Job shares will be financially neutral to the District. Teachers will receive fifty percent (50%) of their full-time salaries and fifty percent (50%) of full-time benefits.
- 9.6.6 Obligations:** Job share teachers will attend without additional pay all conference, curriculum and workshop days and staff meetings required of a full-time teacher.
- 9.6.7 Sick leave:** Job share teachers will retain sick leave accrued prior to job-sharing and will accrue sick leave on a pro-rata basis during the job share.
- 9.6.8 Seniority:** Job share teachers will earn seniority in the same manner as a full-time teacher.

- 9.6.9 Mid-Year:** If a job share teacher resigns, is terminated or discharged by the District, the job share partner will assume the full-time position for the remainder of the school year. If a job share teacher becomes ill, disabled, or takes a leave of any kind, the job share partner will perform all the functions and responsibilities of the position during the period of illness, disability or leave.
- 9.6.10 Retention of Rights:** Job share teachers retain their right to return to full-time positions at end of the job share.
- 9.6.11 End of Job share:** The District retains the right of assignment at the end of a job share. Nonetheless, the District will return both teachers to their original buildings, if possible. If both teachers came from same building and cannot be placed in the building, the District will keep the most senior teacher in the building, if possible.
- 9.6.12 Other Regular Contract:** During the job share, job share teachers may work as a substitute teacher in the District, but will not be employed under any other regular contract in the District.

9.7 Job Exchanges

The District will grant job exchanges for the 2010-11 school year as a pilot project to explore the benefits and detriments of job exchanges. The District and the Federation will evaluate the job exchange program prior to February 1, 2011 to decide if the program will end or proceed beyond the status of a pilot project.

- 9.7.1 Eligibility:** Only full-time continuing contract teachers are eligible for job exchanges.
- 9.7.2 Requests:** Job exchange requests will originate before March 1 from two teachers with appropriate licensure wishing to engage in a job exchange between two buildings or two positions in the same building for the next school year.
- 9.7.3 Approval:** Job exchanges requests will be approved at the District's discretion.
- 9.7.4 Duration:** Job exchanges will be approved for a one (1) year only. An additional year may be approved at the District's discretion, if requested no later than February 1.
- 9.7.5 Mid-Year:** If a job exchange teacher resigns, is terminated or discharged by the District, becomes ill, disabled, or takes a leave of any kind, the District will place a substitute teacher in the position for the remainder of the school year. The remaining job exchange teacher will return to his/her original building or original position at the start of the next school year.
- 9.7.6 End of Job Exchange:** When the job exchange ends, both teachers will return to their original buildings or original positions.

9.8 Community Education

- 9.8.1 Hours of Work:** CE 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.
- 9.8.2 Probationary Period of Employment:** The first twelve (12) months of employment as a CE Teacher will be a probationary period. During the probationary period, a CE teacher may be disciplined or terminated without recourse of the CE teacher and without recourse or intervention of the Federation.
- 9.8.3 Community Education Preparation and Other Time:** Preparation, setup, staff and curriculum development, staff meetings and parent/student contact time will be defined as follows:
- Full-Time ECFE:** A full-time Early Childhood Family Education (ECFE) CE 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.
 - Full-Time ABE:** A full-time Adult Basic Education (ABE) CE 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.
 - Part-Time:** A part-time CE teacher will have teaching time, preparation time, etc., prorated based on the full-time equivalency (FTE).

- 9.8.4 Community Education Holidays:** CE teachers will receive the following paid holidays: July 4 (when the teacher's work year includes the month of July), Labor Day, Thanksgiving Day, Christmas, New Years Day, Martin Luther King, Jr. Day, Presidents' Day, and Memorial Day.

SECTION 10 – RETIREMENT

10.1 District 403(b) Plan (Tax Sheltered Annuities)

Upon employment, teachers are eligible to enroll in the District 403(b) plan without a District match.

- 10.1.1 District Match:** In addition, starting July 1 of each year, eligible teachers will receive the District match to their 403(b), as outlined in this Section, if:

- a. They are eligible for the match based on Hire Date listed in Appendix A (after approximately 5 years),
- b. They are enrolled in the District 403(b) plan, and
- c. They authorize an equivalent amount or more by payroll deduction.

- 10.1.2 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 403(b). In addition, these teachers will also be eligible for retirement pay in Section 10.3.

- 10.1.3 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 403(b). These teachers will not be eligible for retirement pay in Section 10.3.

- 10.1.4 District Match for CE Teachers:** As limited by state law, the District will match up to three percent (3%) of these teachers' basic salary into their 403(b). CE teachers will not be eligible for the retirement benefit in Section 10.3.

- 10.1.5 Re-employment:** Teachers who achieve eligibility for the District match will be eligible for the District match immediately upon re-employment, even after a Break in Service.

10.2 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 fifty-five (55) and are eligible based on Hire Date listed in Appendix A (after approximately 15 years). A full-time teacher who attains age fifty-five (55) within the school year becomes eligible on the last day of the school year in which the teacher's fifty-fifth birthday occurs.

- 10.2.1 District Contribution:** The District will contribute up to one hundred dollars (\$100.00) per month toward the cost of employee-only insurance and up to one hundred fifty-two (\$152.00) per month toward the cost of employee-plus-one or family 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.

- 10.2.2 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 employee-only and employee-plus-one or family coverage during the last year, the retired teacher will be eligible for the District contribution toward employee-only insurance.

- 10.2.3 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 employee-only insurance from the date when the spouse reaches the age of Medicare eligibility until the retired teacher reaches age of Medicare eligibility.

- 10.2.4 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.

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

10.3 Retirement Pay (Teachers hired on or before July 1, 1988)

10.3.1 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 10.3 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 10.3. CE teachers are not eligible for retirement pay under this Section.

10.3.2 Full-time Only (FTE=1.0): Section 10.3 will apply only to teachers whose service has been full-time during the last full year of service. For the purposes of Section 10.3, full-time is defined as a full-time equivalency of 1.0. Service while on hourly pay is not applicable under Section 10.3.

10.3.3 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.

10.3.4 Daily Rate of Pay: For purposes of Section 10.3, 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 one hundred ninety-three (193) days.

10.3.5 Total Benefit: The total retirement pay will be calculated by multiplying the total service credit days by the daily rate of pay.

10.3.6 Distribution of Total Benefit: For all eligible teachers, the District will deposit the total benefit in the teacher's name in the Minnesota State Retirement System Post-Retirement Healthcare Savings Plan (MSRS PRHCSP).

10.3.7 Plan Selection: The Federation and the District will mutually agree upon the selection of the plan.

10.3.8 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.

10.3.9 Termination: Retirement pay will not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40 Subds. 9 and 13.

SECTION 11 – LAYOFF

11.1 Unrequested Leaves of Absence

Section 11 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 11, Section 11 governs.

11.2 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, excluding temporary and substitute employment. Seniority Date may differ from Hire Date.

11.2.1 Probationary and Long Call Reserve Teachers: Probationary teachers and Long Call Reserve Teachers will not have the protection of Section 11.

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

11.2.3 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.

11.3.4 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.

11.3 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.

11.3.1 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.

11.3.2 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.

11.3.3 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.

11.3.4 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.

11.4 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.

11.5 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.

11.5.1 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.

11.5.2 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.

11.5.3 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.

11.5.4 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.

11.5.5 Recall Rights: Recall rights will automatically cease five (5) years from the date layoff was commenced, and no further recall rights will exist.

11.6 Establishment of Seniority List

11.6.1 "Frozen" Order: The seniority order of teachers on the February 1, 2008 list will be frozen. Teachers on the "frozen" list will be deemed to have greater seniority than those in Section 11.6.2.

11.6.2 Placement by Seniority Date: Placement of teachers on the seniority list after February 1, 2008 will be by Seniority Date.

11.6.3 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.

11.7 Effect

The above seniority-layoff-recall provisions will govern all teachers covered by this Contract, except CE teachers, and will not be construed to limit the rights of teachers not covered by this Contract.

11.8 Community Education 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.

11.8.1 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, excluding temporary and substitute employment. Seniority Date may differ from Hire Date.

11.8.2 CE Seniority Lists: The following seniority lists will be established:

- a. CE ESL Teachers
- b. CE Counselors and Classroom Teachers
- c. ECFE Teachers holding a:
 - Combined Early Childhood and Parenting Minnesota teacher license
 - Early Childhood Minnesota teacher license
 - Parenting Minnesota teacher license

CE teachers listed in Section 11.8.2 c. will be contained on one list with all areas of licensure listed.

11.8.3 Right of Seniority Status

- a. CE seniority status will be based on the teaching assignment of the CE teacher listed on the seniority lists on the date that an official notice of layoff intent is issued by the District.
- b. CE 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. CE teachers will be responsible for filing of their licensure with the District.
- d. No CE 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 CE teacher is simultaneously teaching in those areas.

- 11.8.4 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 CE teacher based on Seniority Date.
- 11.8.5 Ties:** If there is a reduction that affects CE teachers with identical Seniority Dates, the CE teacher will be deemed more senior who, at the time of layoff, has:
- Higher lane placement on the Community Education Teacher Hourly Schedule based on education; then if necessary,
 - More TRA service credit, as of the start of the current school year; and finally if necessary,
 - More areas of licensure on file with the District.
- 11.8.6 Other Considerations**
- 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.
 - A reduction in hours will be considered a reduction in force.
 - Early Childhood Parenting Teachers with only Early Childhood or only Parenting licensure will be deemed less senior than those CE teachers with combined Early Childhood and Parenting licensure regardless of the actual date of employment.
- 11.8.7 Rights of Recall**
- A CE teacher's full right of recall will be to a vacant position of equal annual hours on the same seniority list occupied by the CE teacher prior to layoff.
 - The District will retain the right to reassign existing CE teachers within the Community Education Program prior to recall so long as no CE teacher with rights of recall to the position is more senior than the CE teacher being reassigned.
 - A CE 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 CE teacher's previous full employment. A CE teacher returned to a position, which is less than the full recall rights of the CE teacher, will not constitute a loss of right to recall to full employment.
 - The CE 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 CE teacher, the District may grant one recall refusal.
 - 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 CE teacher in the Bloomington Community Education Program regardless of seniority list when the position is equal or greater in annual hours than the CE teacher's previous position will constitute full recall.
 - 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.
- 11.8.8 Obligation of the CE Teacher on Layoff Status**
- It will be the responsibility of the CE teacher on layoff status to maintain a current telephone number and address with the District Office of Human Resources.
 - If the District is unable to immediately contact the terminated CE 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.
 - 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.
- 11.8.9 Reinstatement to Employment:** Upon recall, the CE teacher will be reinstated with salary schedule placement and benefits as earned and accumulated prior to layoff.
- 11.8.10 Temporary Reduction:** A temporary reduction due to insufficient enrollment may be accomplished by mutual agreement, so long as there is no reduction in benefits.

SECTION 12 – GRIEVANCE PROCEDURE

12.1 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.

- 12.1.1 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.
- 12.1.2 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 12; 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.
- 12.1.3 Participation:** Participation in these procedures will not prejudice the position of either party as to the grievability or non-grievability of the issue.
- 12.1.4 Representation:** Representation of the Federation, the teacher and/or the District to participate in informal resolution proceedings will be as determined by each party.
- 12.1.5 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.

12.2 Grievance Procedure

12.2.1 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.
- 12.2.2 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
- 12.2.3 Initiating Grievance Level:** Normally a grievance will be initiated at Level One 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.
- 12.2.4 Grievance Level One/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.
- 12.2.5 Grievance Level Two/Superintendent's Designee Level:** In the event the grievance is not resolved at Level One, 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 One decision. Within fifteen (15) days after the grievance has been filed at Level Two, the Superintendent/designee will issue a written Level Two grievance response.
- 12.2.6 Grievance Level Three/Superintendent's Level:** In the event the grievance is not resolved at Level Two, the grievance may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days of receipt of the Level Two decision. Within fifteen (15) days after the grievance has been filed at Level Three, the Superintendent or designee will issue a written Level Three grievance response.
- 12.2.7 Grievance Level Four/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 Three 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 District to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

12.2.8 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 12. 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 12, or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived. Section 12.2.8 will not apply to actions to compel arbitration as provided in this Contract or to enforce the award of an Arbitrator.

SECTION 13 – DURATION

13.1 Terms and Reopening Negotiations

This Contract will remain in full force and effect for a period commencing on July 1, 2009 through June 30, 2011, 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.

13.2 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.

13.3 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.

13.4 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.

SIGNATURES

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***

Federation President

Board Chairperson

Federation Chief Negotiator

Board Clerk

Federation Negotiator

Board Representative

Federation Negotiator

Director Human Resources

Federation Negotiator

Director Business Services

Federation Negotiator

Director Student Services

Federation Negotiator

Principal Representative

Federation Negotiator

Ratified this 11th day of January, 2010.

Ratified this 11th day of January, 2010.

**SCHEDULE A –
2009-10
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	36,719	37,956	39,084	40,413	41,093	42,641	44,345	45,734
2	37,785	39,541	40,221	41,591	42,291	43,885	45,641	47,071
3	40,533	42,058	43,435	45,076	45,919	47,413	49,398	50,887
4	41,843	43,549	44,593	46,945	47,741	49,398	51,383	53,042
5	43,995	45,291	46,353	49,656	50,569	52,253	54,446	56,131
6	45,193	46,301	47,366	51,567	52,424	54,277	56,468	58,152
7	46,507	47,197	48,377	53,469	54,277	56,131	58,490	60,176
8	48,201	48,883	49,952	55,389	56,299	58,152	60,513	62,200
9	49,956	50,632	51,582	57,824	58,814	60,863	63,518	65,191
10	51,778	52,444	53,265	60,371	61,443	63,704	66,673	68,328
11	52,371	53,032	53,860	63,032	64,193	66,679	69,989	71,619
12*	55,964	56,711	57,429	68,451	69,405	71,686	74,628	76,328

NOTE: No teacher will receive a step advancement for the 2009-10 school year.

**SCHEDULE B –
2010-11
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	37,086	38,336	39,475	40,817	41,504	43,067	44,788	46,191
2	38,163	39,936	40,623	42,007	42,714	44,324	46,097	47,542
3	40,938	42,479	43,869	45,527	46,378	47,887	49,892	51,396
4	42,261	43,984	45,039	47,414	48,218	49,892	51,897	53,572
5	44,435	45,744	46,817	50,153	51,075	52,776	54,990	56,692
6	45,645	46,764	47,840	52,083	52,948	54,820	57,033	58,734
7	46,972	47,669	48,861	54,004	54,820	56,692	59,075	60,778
8	48,683	49,372	50,452	55,943	56,862	58,734	61,118	62,822
9	50,456	51,138	52,098	58,402	59,402	61,472	64,153	65,843
10	52,296	52,968	53,798	60,975	62,057	64,341	67,340	69,011
11	52,895	53,562	54,399	63,662	64,835	67,346	70,689	72,335
12*	56,524	57,278	58,003	69,136	70,099	72,403	75,374	77,091

*For Longevity Pay, see Section 6.3.

**For BA+60 equivalency, see Section 6.9.8a.

**SCHEDULE C –
2009-10 & 2010-11
EXTRA-CURRICULAR SCHEDULE**

		2009-10		2010-11	
		0-5	6+	0-5	6+
HIGH SCHOOL AND MIDDLE SCHOOL ATHLETICS (MEN'S & WOMEN'S)					
BASEBALL	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
	Ninth Grade	2,892	3,406	2,921	3,440
BASKETBALL	Head Coach	5,820	6,335	5,878	6,398
	Assistant	4,343	4,856	4,386	4,905
	Ninth Grade	2,892	3,406	2,921	3,440
CROSS COUNTRY	Head Coach	3,564	4,077	3,600	4,118
FOOTBALL	Head Coach	5,820	6,335	5,878	6,398
	Assistant	4,343	4,856	4,386	4,905
	Ninth Grade	2,892	3,406	2,921	3,440
GOLF	Head Coach	3,564	4,077	3,600	4,118
GYMNASTICS	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
HOCKEY	Head Coach	5,820	6,335	5,878	6,398
	Assistant	4,343	4,856	4,386	4,905
LACROSSE	Head Coach	3,564	4,077	3,600	4,118
	Assistant	2,893	3,406	2,922	3,440
SKIING	Head Coach	3,564	4,077	3,600	4,118
SOCCER	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
	Ninth Grade	2,892	3,406	2,921	3,440
SOFTBALL	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
	Ninth Grade	2,892	3,406	2,921	3,440
SWIMMING	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
SYNCHRONIZED SWIMMING	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
TENNIS	Head Coach	3,564	4,077	3,600	4,118
	Assistant	2,893	3,406	2,922	3,440
	Ninth Grade	2,892	3,406	2,921	3,440
TRACK	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335

		2009-10		2010-11	
		0-5	6+	0-5	6+
VOLLEYBALL	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
	Ninth Grade	2,892	3,406	2,921	3,440
WRESTLING	Head Coach	5,093	5,608	5,144	5,664
	Assistant	3,779	4,292	3,817	4,335
	Ninth Grade	2,892	3,406	2,921	3,440
MIDDLE SCHOOL SPORTS ADAPTIVE ATHLETICS	All Coaches	2,698	3,211	2,725	3,243
HOCKEY	Head Coach	2,902	3,188	2,931	3,220
	Head JV Coach	2,469	2,755	2,494	2,783
	Assistant Coach	2,113	2,400	2,134	2,424
SOCCER	Head Coach	2,638	2,921	2,664	2,950
	Head JV Coach	2,194	2,480	2,216	2,505
	Assistant Coach	1,840	2,123	1,858	2,144
SOFTBALL	Head Coach	2,670	2,955	2,697	2,985
	Head JV Coach	2,220	2,502	2,242	2,527
	Assistant Coach	1,864	2,149	1,883	2,170
OTHER ATHLETIC ASSIGNMENTS					
ATHLETIC COORDINATOR	High School Building	6,929	7,443	6,998	7,517
	Middle School District	6,929	7,443	6,998	7,517
	Middle School Building	2,916	3,429	2,945	3,463
CHEERLEADER	Advisor-Season 1 = 15 weeks, starting the Monday before fall kick-off.	2,235		2,257	
	Assistant-Season 1	1,225		1,237	
	Advisor-Season 2 = 24 weeks, starting the first week in December	3,574		3,610	
	Assistant-Season 2	1,961		1,981	
EQUIPMENT MANAGER	Women's Sports	5,142	5,657	5,193	5,714
	Men's Sports	6,442	6,954	6,506	7,024

- 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 one percent (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 Activities Directors.

		2009-10			2010-11
SENIOR HIGH ACTIVITIES					
SPEECH & DRAMA ACTIVITIES					
	Speech Activities, Chairperson	3,164			3,196
	Speech Activities, Assistant	2,205			2,227
	Speech Judges	24.96	Per round	25.21	Per round
	Debate Coach	5,638			5,694
	Assistant Debate Coach	3,858			3,897
	Debate Judges				
	Varsity	28.30	Per round	28.58	Per round
	Jr. Varsity	23.31	Per round	23.54	Per round
	Novice	19.99	Per round	20.19	Per round
	Lincoln-Douglas	23.31	Per round	23.54	Per round
	One Act Plays				
	Contest	1,152			1,164
	Non-Contest	770			778
	All School Play	2,021			2,041
	Musical Director	2,745			2,772
	Musical Vocal Director	2,745			2,772
	Musical Choreographer	1,152			1,164
	Drama Business Manager	615			621
	Set Construction	1,152			1,164
PUBLICATIONS					
	Yearbook	4,583			4,629
	Newspaper	4,583			4,629
	Business Advisor, Yearbook	615			621
	Business Advisor, Newspaper	615			621
MUSIC ACTIVITIES					
	Band	4,653			4,700
	Marching Band	4,653			4,700
	Vocal	4,653			4,700
	Show Choir	4,653			4,700
	Orchestra	1,922			1,941
	Summer Vocal Rehearsals (10 weekly rehearsals)*	885			894
	<i>*A second rehearsal per week may be approved at half the weekly rehearsal rate.</i>				
ACADEMIC COMPETITION					
	Math Competition	2,232			2,254
	Quiz Bowl	2,232			2,254
OTHER ACTIVITIES					
	Dance Line	3,902			3,941
MIDDLE SCHOOL ACTIVITIES					
INTRA-MURAL ACTIVITIES					
	Coordinator	3,035			3,065
	Coach or Supervisor	1,242			1,254
SPEECH AND DRAMA ACTIVITIES					
	Drama Director of Musical	1,732			1,749
	Vocal Director of Musical	1,732			1,749
PUBLICATIONS					
	Newspaper	1,469			1,484

		2009-10	2010-11		
MUSIC ACTIVITIES	Band	1,922	1,941		
	Vocal	1,922	1,941		
	Orchestra	1,922	1,941		
	Half-Time Instructor	1,060	1,071		
	Summer Instrumental & Vocal Rehearsals (10)*	885	894		
	<i>*A second rehearsal per week may be approved at half the weekly rehearsal rate.</i>				
ACADEMIC COMPETITION	Math Competition	2,232	2,254		
	Stock Market Club	1,241	1,253		
	Science Olympiad	1,241	1,253		
ELEMENTARY ACTIVITIES					
MUSIC ACTIVITIES	All-City Chorus Director	1,773	1,791		
	All-City Band Director	1,773	1,791		
	All-City Orchestra Director	1,773	1,791		
	All-City Chorus Accompanist	885	894		
	All-City Band Accompanist	885	894		
	All-City Orchestra Accompanist	885	894		
OTHER ACTIVITIES	Extracurricular Physical Education (Maximum 20 hours per season)	17.72	Per hour	17.90	Per hour
MISCELLANEOUS ASSIGNMENTS - ALL LEVELS					
	Extra art assignments approved by principal	490	495		
	Driver's Ed Program - Behind the Wheel	25.20	Per hour	25.45	Per hour
	Summer School Assignments (to include 30 min. prep time for each 2 hour assignment)	30.01	Per hour	30.31	Per hour
	In-service Instructors	30.01	Per hour	30.31	Per hour
	Writing Team Assignments and Instructional Planning	30.01	Per hour	30.31	Per hour
	Homebound Instructors	25.34	Per hour	25.59	Per hour
	Intramurals (maximum/season = 70 hours)	17.72	Per hour	17.90	Per hour
	Other temporary assignments as assigned by the principal (maximum/season = 70 hours)	17.72	Per hour	17.90	Per hour
	Recreational and Educational Swimming Programs (beyond regular school day)				
	Pool Director - Olson Junior High	4,617	Per year	4,663	Per year
	Summer Administration	232	Per week	234	Per week
	Summer Admin Olson Pool	729	Per week	736	Per week
	Instructors (WSI certified) First year	20.49	Per hour	20.69	Per hour
	Second year	21.74	Per hour	21.96	Per hour
	Third year	23.10	Per hour	23.33	Per hour
	Fourth year	24.22	Per hour	24.46	Per hour
	Fifth year	25.34	Per hour	25.59	Per hour

**SCHEDULE D –
2009-10 & 2010-11
COMMUNITY EDUCATION TEACHER
HOURLY SCHEDULE**

Step	2009-10		2010-11	
	BA	MA	BA	MA
1	24.12	24.70	24.36	24.95
2	25.36	26.00	25.61	26.26
3	26.56	27.20	26.83	27.47
4	27.83	28.53	28.11	28.82
5	28.99	29.71	29.28	30.01
6	29.97	30.72	30.27	31.03
7	30.96	31.73	31.27	32.05
8	32.05	32.85	32.37	33.18
9*	32.94	33.75	33.27	34.09

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

**For Longevity Pay, see Section 6.3.*

NOTE: No teacher will receive a step advancement for the 2009-10 school year.

**SCHEDULE E –
2009-10 & 2010-11
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	2009-10	2010-11
1.6 - 4.5	1,316	1,329
4.6 - 9.5	1,783	1,801
9.6 - 16.5	2,230	2,252
16.6 - 22.5	3,122	3,153
22.6 or more	3,939	3,978

	2009-10	2010-11
E2. Elementary Staff Leadership & Other Staff Leadership	665	672
E3. Elementary Building Administrative Assistant	1,108	1,119
E4. BEACON Hourly Teachers (per hour)	30.01	30.31
E5. BEACON Summer School Teachers – 0-2 years* (per hour)	30.01	30.31
BEACON Summer School Teachers – 3+ years* (per hour)	33.00	33.33

**Teachers will earn one year of step advancement for each year that they teach summer school.*

**APPENDIX A –
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, 2009, if Hire Date is before:	Effective July 1, 2010,* if Hire Date is before:	Approximate Years to Qualify**
Section 6.3 - Longevity Pay	18L	January 1, 1992	January 1, 1993	18
	23L	January 1, 1987	January 1, 1988	23
	28L	January 1, 1982	January 1, 1983	28
Section 8.3 - Earned Personal Leave		January 1, 2007	January 1, 2008*	3
Section 10.1 - 403(b) Match		January 1, 2005	January 1, 2006*	4
Section 10.2 - Retirement Health Insurance (Minimum age of 55)		January 1, 1995	January 1, 1996*	15

**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.*

***For teachers hired mid-year in a school year, refer to Hire Date.*

MEMORANDUMS OF UNDERSTANDING

GROUP INSURANCE INITIATIVES

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 group insurance comprises 12.2% of the District overall budget and that it has historically been the fastest growing line item in the District budget; and

WHEREAS, the Federation and the District have made progress to contain the growth of health insurance costs for both employees and the District by taking the following actions:

1. Effective July 1, 2008, the Federation and the District agreed in contract negotiations to move to a High Deductible Health Plan in combination with IRS-regulated Health Savings Accounts; and
2. Effective July 1, 2009, the Federation and the District agreed in Labor Management Committee to move from fully-funded health insurance to self-funded health insurance.

NOW, THEREFORE, the Federation and the District agree to continue to explore ways to contain the growth of group insurance costs, through initiatives such as an on-site health clinic, wellness programs, dental program reform, and other forward-thinking measures.

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 2009-10 and 2010-11 school years, the Federation President will be entitled to a one-half (½) 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 (½) 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, 2011. 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 2011-13 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.

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, 2007-09 and 2009-11 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 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 2011-13 Contract.

SCHEDULE E – OTHER SCHEDULES

During the negotiations of 2007-09 and 2009-11 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 E positions.

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 2011-13 Contract.

ONLINE AND HYBRID CLASSES

The parties agree to continue the work of the joint committee, started during negotiations of 2007-09 Contract. This joint committee will make recommendations regarding District policy and relevant MOU language about District online and hybrid classes. This joint committee will report its recommendations to the Superintendent and BFT President no later than April 1, 2010.
