



July 1, 2021 - June 30, 2023

Ratified by the School Board on 02/14/2022

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 public employees, other than a superintendent or assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by the District: (1) in a position for which the person must be licensed by the Board of Teaching or the commissioner of education; or (2) in a position as a physical therapist or an occupational therapist.

3.2.1 Community Education Teacher (CE Teacher): Teachers employed by Community Education whose positions require licensure from the State of Minnesota.

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 except as indicated in 3.5 below. 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, which counts toward a teacher's probationary period per state law. 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 hours and twelve minutes.

3.10 Credit Hours

Effective July 1, 2012, the credits used on the Teacher Salary Schedule are semester hours at the rate of one (1) semester credit for each one and one-half (1½) quarter credit.

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 Retirement Notification Incentive

In order to qualify for a retirement notification incentive, teachers will notify the Office of Human Resources of their retirement plans on or before February 15 in the year in which they plan to retire. At the District's discretion, rescission of retirement notification will be allowed due to unusual circumstances. If all conditions outlined in this Section are met, the District will deposit two thousand dollars (\$2,000.00) pro-rated to the teacher's FTE into the teacher's Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan (PRHCSP) in addition to the amount the District deposits as severance under Section 10.2 or 10.3, if applicable. CE teachers covered by this Contract are eligible for this incentive. If the teacher is not eligible for severance, the amount will be paid as additional salary within thirty (30) days of the retirement date.

4.3.1 Notification: Teachers must submit a letter of retirement to the Office of Human Resources on or before February 15 in the year in which they plan to retire;

4.3.2 Eligibility: Teachers must be on Step 12 on the current salary schedule (for CE teachers, Step 10) and have a Hire Date specified in Appendix A (after approximately ten (10) years in the District); and

4.3.3 Retirement Date: Teachers must retire at the end of current school year (for CE teachers, the end of the CE school year).

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 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.

5.4.1 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).

5.5 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. Written Reprimand

Step 2. Suspension Without Pay

Step 3. Termination

5.5.1 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.

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

5.6 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.

- 5.6.1 Non-Disciplinary Verbal Warning or Counseling:** Only the personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the District from submitting supportive documents or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Federation.
- 5.6.2 Step 1 – Written Reprimand:** Upon the teacher's request, a written reprimand will be removed from the teacher's personnel file provided that no further disciplinary action has been taken against the teacher for a period of two (2) years following the date of the written reprimand.
- 5.6.3 Step 2 – Suspension Without Pay:** Upon the teacher's request, a suspension of three (3) days or less will be removed from the teacher's personnel file provided that no further disciplinary action has been taken against the teacher for a period of five (5) years from the initial date of suspension.

5.7 Non-Disciplinary Materials

The District acknowledges that, unless circumstances warrant otherwise, the first step in making a teacher aware of the need for corrective action will be a non-disciplinary verbal warning or counseling focused on remediation. Non-disciplinary materials, such as counseling notes, warnings or directives will not be placed in a teacher's personnel file, but may be kept in a supervisor's file.

5.8 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.

5.9 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 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.

5.13 Filing of License

Teachers will be responsible for filing their license(s) to teach with the Office of Human Resources.

5.14 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.

5.14.1 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 and on the District's internal website for a minimum of five (5) days, excluding holidays and weekends, prior to the application deadline.

5.14.2 Application: Teachers who wish to apply for an opening will apply online within the time limits specified in the job posting notice. The District will interview all properly licensed internal applicants.

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

5.15 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.

5.16 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.

5.16.1 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 designee. 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.

5.16.2 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

5.16.3 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.

5.16.4 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.

5.17 Access to Data

By October 1 of each year, the District shall provide in electronic form to the BFT officers who request it, the following data: the names, addresses, telephone numbers, email addresses, full time equivalency (FTE) status, worksite location and assignment of all BFT bargaining unit members employed by the District, provided that the request meet the requirements of Minn. Stat Section 13.43, subd. 6. The data will only be shared with the elected officers and Membership chair of the BFT with the intent to reconcile membership and notify employees of fair share fee assessments in the BFT. Upon request, the District shall provide the BFT with current bargaining unit data.

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: 2021-2022 Teacher Salary Schedule

Schedule B: 2022-2023 Teacher Salary Schedule

Schedule C: 2021-2022 & 2022-2023 Extra-Curricular Schedule

Schedule D: 2021-2022 & 2022-2023 Community Education Teacher Hourly Schedule

Schedule E: 2021-2022 & 2022-2023 Other Schedules

Appendix A: Eligibility Based on Hire Date

Appendix B: District HSA Contribution for New Hires

6.2 Status of Schedules

- 6.2.1 2021-2022 Schedules:** 2021-2022 Schedules will be effective July 1, 2021.
- 6.2.2 2022-2023 Schedules:** 2022-2023 Schedules will be effective July 1, 2022.
- 6.2.3 Successor Contract:** Teachers will be paid according to their salary as specified in their 2022-2023 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** After eighteen (18) years, salaried teachers will receive an annual longevity pay increase of one thousand dollars nine hundred and forty-three dollars (\$1,943.00.) After fifteen (15) years, CE teachers will receive an increase in wages of fifty-one cents (\$0.51) per hour. Beginning July 1, 2022, after eighteen (18) years, salaried teachers will receive an annual longevity pay increase of one thousand dollars nine hundred and eighty-six dollars (\$1,986.00.) After fifteen (15) years, CE teachers will receive an increase in wages of fifty-two cents (\$0.52) per hour.
- 6.3.2** After twenty-three (23) years, salaried teachers will receive an additional annual longevity pay increase of two thousand forty-five dollars (\$2,045.00) for a total of three thousand nine hundred and eight-eight dollars (\$3,988.00.) After twenty (20) years, CE teachers will receive an increase in wages of fifty-two cents (\$0.52) per hour for a total of one dollar and three cents (\$1.03) per hour. Beginning July 1, 2022, after twenty-three (23) years, salaried teachers will receive an additional annual longevity pay increase of two thousand ninety-one dollars (\$2,091.00) for a total of four thousand seventy-seven dollars (\$4,077.00.) After twenty (20) years, CE teachers will receive an increase in wages of fifty-five cents (\$0.55) per hour for a total of one dollar and seven cents (\$1.07) per hour.
- 6.3.3** After twenty-eight (28) years, salaried teachers will receive an additional annual longevity pay increase of two thousand dollars forty-five dollars (\$2,045.00) for a total of six thousand thirty-three dollars (\$6,033.00.) After twenty-five (25) years, CE teachers will receive an increase in wages of fifty-three cents (\$0.53) per hour for a total of one dollar fifty-six cents (\$1.56) per hour. Beginning July 1, 2022, after twenty-eight (28) years, salaried teachers will receive an additional annual longevity pay increase of two thousand dollars ninety-one dollars (\$2,091.00) for a total of six thousand one hundred sixty-eight dollars (\$6,168.00.) After twenty-five (25) years, CE teachers will receive an increase in wages of fifty-seven cents (\$0.57) per hour for a total of one dollar sixty-four cents (\$1.64) per hour.

6.3.4 Longevity Tables

Salaried	21-22	Total
18L	\$1,943.00	\$1,943.00
23L	\$2,045.00	\$3,988.00
28L	\$2,045.00	\$6,033.00
Salaried	22-23	Total
18L	\$1,986.00	\$1,986.00
23L	\$2,091.00	\$4,077.00
28L	\$2,091.00	\$6,168.00

CE Hourly	21-22	Total
15L	\$0.51/hour	\$0.51/hour
20L	\$0.52/hour	\$1.03/hour
25L	\$0.53/hour	\$1.56/hour

CE Hourly	22-23	Total
15L	\$0.52/hour	\$0.52/hour
20L	\$0.55/hour	\$1.07/hour
25L	\$0.57/hour	\$1.64/hour

6.4 Long Call Reserve (LCR) Teachers

- 6.4.1 Definition:** Long Call Reserve (LCR) 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 an LCR 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:** LCR teachers 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:** LCR teachers 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:** Daily Reserve teachers who reach 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 LCR 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. In addition, LCR teachers who are employed for less than one (1) full school year will not be eligible for lane change per Section 6.9 while employed under LCR contracts.

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.
- 6.6.3 Licensed School Nurse (LSN):** LSNs employed by the District will be paid based on the teacher salary schedule. If moving to the teacher salary schedule results in a lower annual salary, the LSNs' current salary in effect at the time of the move will be maintained until such time as they catch up on

the teacher contract. At that time they will move up in salary in accordance with the teacher salary schedule.

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 for each day of work (based on 180 days for the 2021-2022 and 2022-2023 school year, per MOU).
- 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:** It is highly recommended that teachers receive pre-approval in writing prior to registering for all courses that do not meet the criteria below.
- 6.9.2 Programs and Institutions**
- a. Pre-Approved:** The following are considered pre-approved for lane change credit:
- (1) District in-service credits, when pre-approved by the Executive Director of Human Resources,
 - (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 recognized by the Program Review Committee.
- b. Criteria:** Criteria for automatic pre-approval of programs from institutions not recognized by the BOT will be as follows:
- (1) **Accredited:** The institution must be accredited by the regional association for the accreditation of colleges and secondary schools, as listed below:
 - Middle States Association of Schools and Colleges
 - New England Association of Schools and Colleges
 - North Central Association of Schools and Colleges
 - Northwest Commission on Colleges and Universities
 - Southern Association of Colleges and Schools
 - Western Association of Schools and Colleges
 - (2) **Teacher preparation institution:** The institution must have a teacher preparation program recognized in its home state, offering a Bachelor-level or higher degree in education in the same field of study (e.g. if the Master degree is in music, the institution must offer a Bachelor degree in music education).
 - (3) **Online Courses:** The online course must meet conditions one and two above. Degree granting programs under consideration must include communication with other course

participants and/or the instructor for at least thirty percent (30%) of the total program instruction time. Courses taken toward credit for lane changes MA 10, MA 20 and MA 30 purposes only, may be one hundred percent (100%) online.

- c. **Program Review Committee:** A committee consisting of District and Federation appointees (with a majority being Federation appointees) will consider other educational programs from institutions not recognized by the BOT. Once approved by this committee, the program 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. Thereafter, the committee will meet as needed to consider other programs for addition to the pre-approved list.
 - d. **Reviews:** Any teacher whose credits are denied because the 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.
- 6.9.4 Grades and Credits:** Effective until July 1, 2014, 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. Effective July 1, 2014, credits earned below the Master's lane may be undergraduate or graduate credits and all credits earned above the Master's lane must be graduate credits. For purposes of Section 6.9.4, pre-approved in-service offered for lane change by the District will be deemed graduate credits. All credits submitted for any lane change must carry a grade equivalent of "B" or higher, unless the course is not offered as a graded course by the institution.
- 6.9.5 Effective Date:** Individual contracts will be modified to reflect qualified lane changes as soon as possible after an official transcript is received in the Office of Human Resources, but in no case later than thirty (30) workdays. No lane change requests will be processed after April 15th for the current contract 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 the District's discretion.
- 6.9.7 Credit toward Lane Change:** Effective until July 1, 2014, 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. Effective July 1, 2014, undergraduate and graduate credits earned for a Bachelor's degree over one hundred twenty (120) semester credits will apply toward lane change beyond the BA lane. Graduate credits earned for a Master's degree over thirty (30) semester credits will apply toward lane change beyond the MA lane. Credits earned below the MA lane will not be retained for future lane changes.
- 6.9.8 Lane Changes:** Teachers may change lanes once between July 1 and June 30, each Contract year.
- 6.9.9 BA+60 Quarter Credit Lane**
- a. **BA+60 Equivalency:** Only teachers with a BA+60 quarter credit lane with a Hire Date before June 30, 1986 will be placed on the MA lane.
 - b. **Conversion:** Any teacher who qualified for the BA+60 quarter credit lane as of July 1, 1993, and who subsequently earns a Master's degree after July 1, 1993, will be able to use the credits taken in a Master's degree program for lane movement pursuant to Section 6.9. These credits must be beyond the sixty (60) quarter credits already earned and will be applied to the MA+10, MA+20, and MA+30 semester credit lanes.

6.9.10 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, 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.

6.11 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 elect to receive summer pay in a lump sum in June, if requested in writing to the Payroll Department on or before May 15. The election will continue into subsequent years, unless cancelled 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 end of the previous school year. 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
2021-22	\$1,400.00	\$2,800.00
2022-23	\$1,400.00	\$2,800.00

- c. **Out-of-pocket maximums for in-network coverage:** The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.
- d. **Out-of-pocket maximums for out-of-network coverage:** The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-22	\$7,000.00	\$14,000.00
2022-23	\$7,050.00	\$14,100.00

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
2021-22	\$852.00	\$1,253.00	\$1,372.00
2022-23	\$861.00	\$1,267.00	\$1,386.00

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
2021-22	\$598.00	\$879.00	\$960.00
2022-23	\$603.00	\$887.00	\$970.00

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
2021-22	\$1,792.00	\$1,960.00
2022-23	\$1,810.00	\$1,980.00

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.
- d. If a successor contract is not in place before the expiration of this Contract and if the percentage level of District contribution toward monthly premiums proposed by the District matches or exceeds the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor contract is ratified by both parties.

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:** 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
2021-22	\$700.00	\$1,400.00
2022-23	\$700.00	\$1,400.00

- b. **Part-Time Annual District HSA Contribution:** 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
2021-22	\$350.00	\$700.00

2022-23	\$350.00	\$700.00
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- c. **Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each full-time teacher and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each full-time teacher and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Employee-plus-One Coverage	Family Coverage
2021-22	\$700.00 each	\$1,050.00 each
2022-23	\$700.00 each	\$1,050.00 each

- 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 school year first employed, the District will contribute into an HSA for each newly hired teacher the amounts specified in Appendix B –District HSA Contribution for New Hires.

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 **Employee Contributions to HSA:** Teachers may contribute to their HSA as allowed by IRS regulations.

7.3.6 **Hardship Advance:** When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, 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

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:** 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 twenty-six (26) are insured for two thousand dollars (\$2,000.00) life insurance only (no AD&D).
- 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-sixty 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.

7.7 Duration of District 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 Medical Leaves Up to Twelve Weeks:** Teachers who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.
- 7.7.2 Medical Leaves Up to Twelve Months:** Teachers who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.
- 7.7.3 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.
- 7.7.4 Termination:** Upon termination of employment, all District contributions will cease effective on the last day of the month, except as noted in Sections 7.7.5 and 7.7.6.
- 7.7.5 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.
- 7.7.6 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,

- c. Rehired for the subsequent school year in a position that qualifies for District group insurance, and
- d. Sign a contract for the subsequent year on or before 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 eighteen (18) or under age twenty (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 up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to teachers, spouses, and domestic partners, including any 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 required legal appearances/jury duty, bereavement or BFT Committee. 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, or as allowed by state law.

8.2.2 Special Circumstances: Teachers may request district-approved leave in cases where illnesses of their dependent children exceed ten (10) workdays and the teacher has no accumulated sick leave.

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. Appeals must be limited only to District Approved Leave absences for required legal appearances/jury duty, bereavement and BFT 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 1 year), teachers will qualify for one (1) day of earned personal leave per year, accumulating to a maximum of five (5) days. Beginning July 1, 2022, if eligible based on Hire Date listed in Appendix A (after approximately 1 year), teachers will qualify for three (3) days of earned personal leave per year, accumulating to a maximum of six (6) 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 Workplace Violence:** A teacher absent from work as a result of workplace violence 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 recurrence 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 Workplace Violence or Threat:** A teacher absent from work as the result of workplace violence or 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 Reporting: In order to be eligible for this leave, the teacher must submit an injury/workplace incident report form to their building Principal.

**SECTION 9 –
WORKING CONDITIONS**

Community Education Adult Basic Education: Only Section 9.9 of this Section applies to Community Education/Adult Basic 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 as determined to conduct school. The school year will consist of 180 days for 2021-2022 and 2022- 2023 in accordance with a separate MOU.

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, or as mutually agreed upon by the District and the Unit:

Grades	Arrival	Departure
K-5	8:00	3:42
6-8	7:30	3:12
9-12	7:15	2:57

9.3.1 District Variation: On an annual basis, the District 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 Building Variation: On a weekly basis, the District may shift the established annual standard building schedules once a week by no more than thirty (30) minutes.

9.3.3 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.

9.3.4 Alternative Programs: Building schedules for parent/teacher conferences and 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. The elementary, middle and high schools shall conduct their conferences on different dates.

The calendar committee will determine the parent/teacher conference flex/comp days for the master calendar to communicate student release days and the calendar committee shall have representation from elementary, middle and high school teachers, along with BFT leadership. Principals will work with their building leadership team and building stewards to finalize a recommendation for actual conference dates, times and comp days at each site. Each Principal will be required to submit their conference time and date proposals to the calendar committee for purposes of planning.

9.4 Standard Professional Day

The standard professional day will be seven (7) hours and forty-two (42) minutes of continuous time for the 2021-2022 and 2022-2023 school year per MOU, 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 lunchtime 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. This proration includes appropriate prep, before and after school time, and school meeting time. If additional time is required by the District than this proration, the District will pay for the additional time. 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 as follows:

- 9.6.1 Eligibility:** Only full-time continuing contract teachers are eligible for job share.
- 9.6.2 Approval:** Two teachers wishing to engage in a job share in a building for the following school year will submit a request in writing to the Office of Human Resources before February 15 on an annual basis. Job share requests will be approved at the District's discretion. Job share requests will be approved for one (1) year only, though additional years may be approved. Job shares will be limited to no more than one (1) job share per building, unless mutually agreed by the Federation and the District. The duration of job shares may be limited in the future to allow others a chance to job share.
- 9.6.3 Leaves:** Job share teachers will submit a leave request each year for record-keeping purposes. Job share teachers are guaranteed a position in their building for the first two years and a position in the District thereafter, if approved after the first two years. Long-call reserves will be used for the first two years, but not thereafter.
- 9.6.4 Cost Neutral:** Job shares will be as financially neutral to the District as possible. For job shares that are split 50/50, teachers will receive fifty percent (50%) of their full-time salaries based on their salary schedule placements and will qualify as well for part-time benefits. For job shares that are not split 50/50, teachers will receive compensation based on their full-time equivalencies (FTE) and their salary schedule placements and will qualify as well for benefits based on their FTE.
- 9.6.5 Obligations:** Job share teachers will attend without additional pay all conference, curriculum and workshop days and staff meetings required of a full-time teacher.
- 9.6.6 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.
- 9.6.7 Seniority:** Job share teachers will earn seniority in the same manner as a full-time teacher.
- 9.6.8 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 doing so does not cause a hardship on the job share partner. 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, if possible. A job share teacher who performs the duties of a job share partner will receive pro-rata pay and qualify for benefits per this Contract.
- 9.6.9 Retention of Rights:** Job share teachers retain their right to return to full-time positions at end of the job share.
- 9.6.10 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 open positions exist. 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 an open position exists.
- 9.6.11 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 as follows:

- 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 February 15 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 one (1) year only. An additional year may be approved at the District's discretion, if requested no later than February 15.
- 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 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.

9.8 Stretch Calendar for Early Childhood Special Education (ECSE) Teachers

9.8.1 Stretch Calendar: The District will determine the calendar of Early Childhood Special Education (ECSE) teachers, which may vary from the calendar of other teachers. Except for short workweeks, it is the goal of the District to establish a consistent four-day workweek during the regular school year and also when possible during the months of June, July and August.

9.8.2 Workdays: ECSE teachers on a stretch calendar will work the same number of days as other teachers not on a stretch calendar. If ECSE teachers work additional days, they will be compensated for these days at the same rate as other ECSE teachers not on a stretch calendar.

9.8.3 Establishment of Stretch Calendar

- a. New Teachers:** Before employment, the District will establish a stretch calendar with input provided by the ECSE teacher. ECSE teachers who voluntarily move to open positions on a stretch calendar will not have the option to move back to their previous assignments.
- b. Current Teachers:** Current teachers will not be required to move to a stretch calendar, but may do so if they so choose. Establishment of their stretch calendars will be done by mutual agreement. Stretch calendar assignments will continue automatically into future years.

9.8.4 Length: Stretch calendars will run from the first day of teacher workshop of one year until the day before the first day of teacher workshop of the next year.

9.8.5 Vacation: ECSE teachers will be given the opportunity to take at least one two-week vacation period during the months of June, July or August.

9.8.6 Benefits & Leaves: ECSE teachers will be eligible for benefits and leaves based on their FTE, as if they were on a regular teacher calendar.

9.9 Community Education

9.9.1 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.

9.9.2 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.

9.9.3 Community Education Preparation and Other Time: Preparation, setup, staff and curriculum development, staff meetings and parent/student contact time will be defined as follows:

- a. 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.
- b. 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.
- c. Part-Time:** A part-time CE teacher will have teaching time, preparation time, etc., prorated based on the full-time equivalency (FTE).

9.9.4 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 Year's 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, if employed 0.5 FTE or more.

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). At 18L, the District match will increase to four percent (4%) per year. 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). At 18L, the District match will increase to four percent (4%) per year. 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 Insurance & Dental Insurance

Eligibility of the retired teacher, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

10.2.1. District Contribution to Health/Hospitalization Insurance in Retirement: Upon retirement if eligible based on Hire Date in Appendix A (after approximately 15 years), retired teachers who are at least fifty-five (55) years of age at time of retirement will be eligible for District paid contributions toward health insurance in retirement of up to one hundred dollars (\$100.00) per month for employee-only coverage and up to one hundred fifty-two (\$152.00) per month for employee-plus-one or family coverage. The retired teachers will pay the balance of the premium cost.

- a. **Basis:** Retired teachers will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding retirement.
- b. **Duration:** Eligibility for the District contribution will cease when the retired teacher reaches the age of Medicare eligibility.
- c. **Notification of Retirement:** To be eligible for the District contribution, teachers must provide written notice of retirement ninety calendar (90) days prior to retirement, unless the District waives this requirement.
- d. **Termination:** Teachers terminated for cause will not be eligible for the District contribution.

10.2.2 Retired Teacher Contributions: Retired teachers will promptly pay contributions toward health/hospitalization insurance or dental insurance 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.

10.2.3 Level of 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 calculated by dividing the teacher's annual salary from the Teacher Salary Schedule for the last full year actually worked (excluding additional compensation for extra-curricular activities, extended employment or other extra compensation, but including longevity pay) divided by one hundred ninety-three (193).
- 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 negotiated and agreed upon by the Federation and the District pursuant to the provisions of M.S. 122A.40 Subd. 10 and constitutes a plan for unrequested leave of absence 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. Further, the District is required to notify affected employees, in writing, of an impending unrequested leave of absence (layoff) no later than the first school board meeting in May. Any personnel not notified by the first school board meeting in May shall retain their current position for the subsequent school year.

- a. The tenured teacher will make the written request for a hearing within 14 calendar days.
- b. The failure to request a hearing within 14 calendar days will be deemed acquiescence to the school board's proposed action.

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.
- 11.2.4 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. Date of signing District's contract agreement; then if necessary
- c. More areas of licensure on file with the District; and finally if necessary,
- d. More TRA service credit, as of the start of the current school year; and finally if necessary,

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

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:

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

11.8.6 Other Considerations

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

11.8.7 Rights of Recall

- a. 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.
- b. 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.
- c. 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 rights of recall to full employment.
- d. 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.
- e. A recall refusal to employment in a position other than one which constitutes full rights of recall will not constitute a recall refusal. Acceptance of any position as a 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.
- f. After twenty-four (24) calendar months of rights of recall from the effective date of layoff without full return to employment, all rights of recall will expire.

11.8.8 Obligation of the CE Teacher on Layoff Status

- a. 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.
- b. 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.
- c. Failure to immediately respond to a recall offer, but in any case no more than within thirty-six (36) hours, will constitute a recall refusal.

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, 2021 through June 30, 2023, 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*

**SCHEDULE A -
2021-2022
TEACHER SALARY SCHEDULE**

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	EdS/DR
1	43,168	44,622	45,947	47,510	48,309	50,129	52,132	53,767
2	45,765	47,890	48,712	50,372	51,221	53,152	55,277	57,009
3	49,090	50,938	52,607	54,593	55,616	57,423	59,829	61,633
4	50,678	52,743	54,010	56,857	57,821	59,829	62,232	64,242
5	53,283	54,853	56,140	60,141	61,248	63,288	65,941	67,981
6	54,736	56,078	57,368	62,456	63,492	65,739	68,391	70,431
7	56,327	57,163	58,593	64,759	65,739	67,981	70,840	72,882
8	58,380	59,204	60,500	67,086	68,185	70,431	73,290	75,334
9	60,504	61,322	62,472	70,033	71,232	73,714	76,928	78,955
10	62,709	63,518	64,512	73,118	74,419	77,154	80,750	82,754
11	63,429	64,230	65,232	76,341	77,748	80,758	84,767	86,740
12	66,947	67,825	68,670	81,627	82,747	85,429	88,888	90,887
13	67,722	68,600	69,444	84,394	85,515	88,196	91,655	93,654

**SCHEDULE B -
2022-2023
TEACHER SALARY SCHEDULE**

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	EdS/DR
1	44,139	45,626	46,981	48,579	49,396	51,257	53,305	54,977
2	46,795	48,968	49,808	51,505	52,373	54,348	56,521	58,292
3	50,195	52,084	53,791	55,821	56,867	58,715	61,175	63,020
4	51,818	53,930	55,225	58,136	59,122	61,175	63,632	65,687
5	54,482	56,087	57,403	61,494	62,626	64,712	67,425	69,511
6	55,968	57,340	58,659	63,861	64,921	67,218	69,930	72,016
7	57,594	58,449	59,911	66,216	67,218	69,511	72,434	74,522
8	59,694	60,536	61,861	68,595	69,719	72,016	74,939	77,029
9	61,865	62,702	63,878	71,609	72,835	75,373	78,659	80,731
10	64,120	64,947	65,964	74,763	76,093	78,890	82,567	84,616
11	64,856	65,675	66,700	78,059	79,497	82,575	86,674	88,692
12	68,453	69,351	70,215	83,464	84,609	87,351	90,888	92,932
13	69,246	70,144	71,006	86,293	87,439	90,180	93,717	95,761

- (1) For Longevity Pay, see Section 6.3.
- (2) Effective July 1, 2012, the credits used on Teacher Salary Schedules will be semester hours at the rate of one (1) semester credit for each one and one-half (1½) quarter credit.
- (3) For BA+60 equivalency, see Section 6.9.8a.

**SCHEDULE C -
2021-2022 & 2022-2023
EXTRA-CURRICULAR SCHEDULE**

		2021-22		2022-23	
		0-5	6+	0-5	6+
HIGH SCHOOL ATHLETICS					
BASEBALL	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
	Ninth Grade	3350	3945	3425	4034
BASKETBALL	Head Coach	6742	7338	6894	7504
	Assistant	5031	5626	5144	5752
	Ninth Grade	3350	3945	3425	4034
CROSS COUNTRY	Head Coach	4130	4724	4223	4830
	Assistant	3138	3590	3209	3671
FOOTBALL	Head Coach	6742	7338	6894	7504
	Assistant	5031	5626	5144	5752
	Tenth Grade	5031	5032	5144	5145
	Ninth Grade	3350	3945	3425	4034
GOLF	Head Coach	4130	4724	4223	4830
	Assistant	3138	3590	3209	3671
GYMNASTICS	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
HOCKEY	Head Coach	6742	7338	6894	7504
	Assistant	5031	5626	5144	5752
LACROSSE	Head Coach	4130	4724	4223	4830
	Assistant	3351	3945	3426	4034
SKIING	Head Coach	4130	4724	4223	4830
	Assistant	3138	3590	3209	3671
SOCCER	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
	Ninth Grade	3350	3945	3425	4034
SOFTBALL	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
	Ninth Grade	3350	3945	3425	4034
SWIMMING	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
SYNCHRONIZED SWIMMING	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
TENNIS	Head Coach	4130	4724	4223	4830
	Assistant	3351	3945	3426	4034

BLOOMINGTON TEACHER CONTRACT**July 1, 2021 - June 30, 2023**

BADMINTON	Head Coach	4130	4724	4223	4830
	Assistant	3138	3590	3209	3671
TRACK	Head Coach	5901	6497	6034	6643
	Assistant	4378	4972	4477	5084
VOLLEYBALL	Head Coach	5900	6495	6033	6641
	Assistant	4377	4971	4476	5083
	Tenth Grade	4377	4971	4476	5083
	Ninth Grade	3349	3944	3424	4033
WRESTLING	Head Coach	5900	6495	6033	6641
	Assistant	4377	4971	4476	5083
ADAPTIVE ATHLETICS					
HOCKEY	Head Coach	3362	3694	3438	3777
	Head JV Coach	2860	3191	2924	3263
	Assistant Coach	2448	2780	2503	2843
SOCCER	Head Coach	3056	3383	3125	3460
	Head JV Coach	2543	2874	2600	2939
	Assistant Coach	2131	2459	2179	2514
SOFTBALL	Head Coach	3094	3423	3164	3500
	Head JV Coach	2572	2898	2629	2963
	Assistant Coach	2161	2489	2209	2545
MIDDLE SCHOOL ATHLETICS					
ALL SPORTS	Head Coach + 6 years	3756		3840	
	Head Coach <6 years	3155		3226	
	Assistant Coach	1460		1493	
OTHER ATHLETIC ASSIGNMENTS					
ATHLETIC COORDINATOR	High School Building	8026	8621	8206	8815
CHEERLEADER	Advisor-Season 1	2589		2647	
	Assistant-Season 1	1419		1451	
	Advisor-Season 2	4141		4234	
	Assistant-Season 2	2272		2323	
DANCE TEAM	Advisor – Season 1	2854		2918	
	Assistant - Season 1	1694		1732	
	Advisor – Season 2	4520		4622	
	Assistant - Season 2	3221		3293	
EQUIPMENT MANAGER	Sports	3732	4030	3816	4120

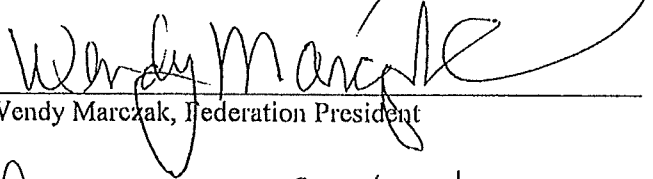
- *A year for step advancement will be defined as one full school year as a coach in the Bloomington Schools in which no less than one full sport season was completed in a coaching assignment under Schedule C, Extra-Curricular Schedule, High School and Middle School Athletics.*
- *Post-season pay will be paid at a rate of one percent (1%) per day of the coach's 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, when a team or individual advances.*
- *Additional coaches, as required, may be paid with approval of the District Activities Directors.*

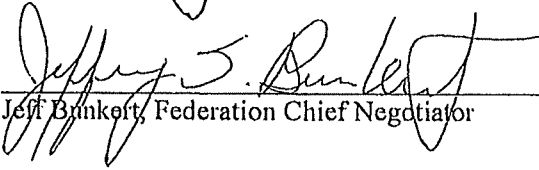
		<u>2021-22</u>	<u>2022-23</u>		
SENIOR HIGH ACTIVITIES					
SPEECH & DRAMA ACTIVITIES					
	Speech Coach	3667		3749	
	Speech Assistant Coach	2555		2613	
	Debate Coach	6533		6680	
	Debate Assistant Coach	4471		4572	
	One Act Play Director	1334		1364	
	All School Play Director	2342		2394	
	Musical Director	3180		3252	
	Musical Vocal Director	3180		3252	
	Musical Choreographer	1334		1364	
	Set Construction Coordinator	1334		1364	
	Play Costumes Coordinator	1334		1364	
PUBLICATIONS					
	Yearbook Advisor	5310		5429	
	Multimedia Advisor	5310		5429	
MUSIC ACTIVITIES					
	Marching Band Director	5392		5513	
	Show Choir Director	5392		5513	
	Show Choir Director -JV	4337		4435	
ACADEMIC COMPETITION					
	Math Team Coach	2586		2644	
	Quiz Bowl Coach	2586		2644	
	Science Olympiad Coach	1437		1469	
	Science Bowl Coach	1437		1469	
	National Honor Society Advisor	2586		2644	
	Robotics Advisor	4246		4342	
MISC					
	MISC Activities	511		523	
	Club Advisor	511		523	
		<u>2021-22</u>	<u>2022-23</u>		
MIDDLE SCHOOL ACTIVITIES					
ARTS					
	Musical Director	2027		2072	
	Musical Set Builder	1348		1378	
	Yearbook Advisor	1719		1757	
CLUBS					
	Math Competition Coach	2611		2670	
	Stock Market Club Coach	1451		1484	
	Science Olympiad Coach	1451		1484	
	Snowriders Lead	834		853	
	Snowriders Support	417		427	
STUDENT SUPPORT					
	Camp Coordinator	35.18	Per hour	35.98	Per hour
	Camp Assistant	35.18	Per hour	35.98	Per hour
	Targeted Services	35.18	Per hour	35.98	Per hour
OTHER					
	Student Council Coordinator	1451		1484	
	Athletic Director – District 6+ years	8707		8902	
	Athletic Director – District <6 years	8105		8288	

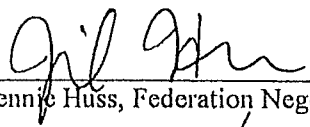
BLOOMINGTON TEACHER CONTRACT

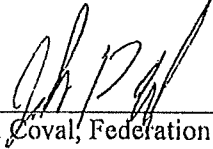
July 1, 2021 - June 30, 2023

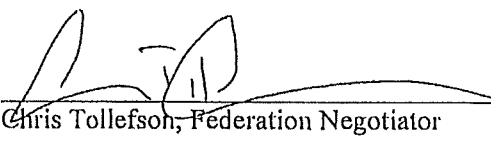
**FOR: Bloomington Federation of Teachers
Local #1182**


Wendy Marczak, Federation President

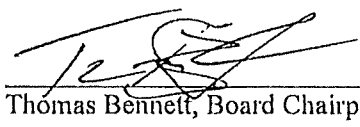

Jeff Brinkert, Federation Chief Negotiator

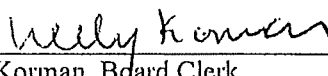

Jennie Huss, Federation Negotiator

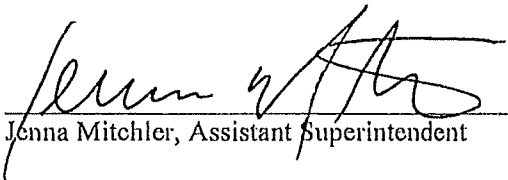

Josh Coval, Federation Negotiator

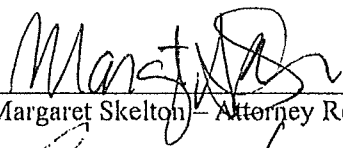

Chris Tollefson, Federation Negotiator

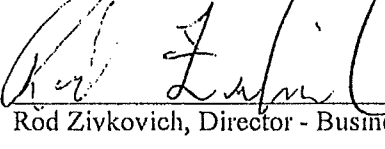
**FOR: Independent School District No. 271
Bloomington Public Schools**

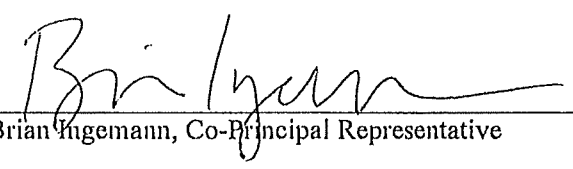

Thomas Bennett, Board Chairperson & Representative

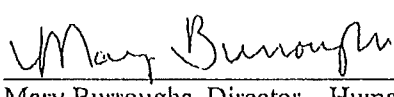

Nelly Korman, Board Clerk


Jenna Mitchler, Assistant Superintendent


Margaret Skelton - Attorney Representative


Rod Zivkovich, Director - Business Services


Brian Ingemann, Co-Principal Representative


Mary Burroughs, Director - Human Resources

**SCHEDULE D -
2021-2022 & 2022-2023
COMMUNITY EDUCATION TEACHER
HOURLY SCHEDULE**

(1) Step	2021-22			2022-23		
	BA	MA	MA+10	BA	MA	MA+10
1	29.13	29.83	29.93	29.79	30.50	30.60
2	30.63	31.40	31.50	31.32	32.11	32.21
3	32.09	32.84	32.94	32.81	33.58	33.68
4	33.63	34.46	34.58	34.39	35.23	35.36
5	35.01	35.89	36.02	35.80	36.70	36.83
6	36.19	37.11	37.25	37.00	37.94	38.09
7	37.38	38.34	38.50	38.22	39.21	39.37
8	38.71	39.68	39.87	39.58	40.58	40.77
9	39.78	40.77	41.00	40.67	41.68	41.92
10	40.37	41.59	42.29	41.28	42.53	43.24
11	40.37	41.74	42.44	41.28	42.68	43.40
12	40.37	41.89	42.59	41.28	42.83	43.55
13 (2)	40.37	42.04	42.74	41.28	42.99	43.70

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

(2) For Longevity Pay, see Section 6.3.

**SCHEDULE E -
2021-2022 & 2022-2023
LEADERSHIP**

- E1. Teacher Leadership Schedule**
- | | |
|-----------------------------------|---|
| High School Department Lead | Lead Speech Language Pathologist |
| Q-Comp Coordinator Lead | OT Lead |
| Mentor Program Coordinator | Developmental Adapted Physical Education Lead |
| DHH Lead | ECSE Lead 3-5 |
| PT Lead | ECSE Lead Birth - 2 |
| Lead Psychologist | Gifted Lead/Coordinator (16.6 - 22.5 category) |
| Lead Social Worker | Clinical Supervision Lead (22.6 or more category) |
| Special Education Building Lead | Special Education Grade Band Coordinator |
| Non-Public Special Education Lead | |

Teacher Equivalencies – based on total FTE assigned	2021-22	2022-23
1.6 - 4.5	1540	1575
4.6 - 9.5	2086	2133
9.6 - 16.5	2608	2667
16.6 - 22.5	3652	3735
22.6 or more	4610	4714
	2021-22	2022-23
E2. Elementary Staff Leadership & Other Staff Leadership	778	796

**SCHEDULE F -
2021-2022 & 2022-2023
OTHER EXTRA ASSIGNMENTS**

MISCELLANEOUS ASSIGNMENTS - ALL LEVELS

	2021-22		2022-23	
Beacon Hourly Teacher (per hour)	35.18	Per hour	35.98	Per hour
Beacon Summer School Teachers – 0-2 years (per hour) (1)	35.18	Per hour	35.98	Per hour
Beacon Summer School Teachers – 3+ years (per hour) (1)	38.58	Per hour	39.45	Per hour
Summer School Assignments (to include 30 min. prep time for each 2 hour assignment) less than two years instruction experience	35.18	Per hour	35.98	Per hour
Over two years of Instruction Experience	38.20	Per hour	39.06	Per hour
In-service Instructors/Targeted Services	35.18	Per hour	35.98	Per hour
Writing Team Assignments and Instructional Planning	35.18	Per hour	35.98	Per hour
Homebound Instructors	35.18	Per hour	35.98	Per hour
Intramurals (maximum/season = 70 hours)	19.78	Per hour	19.97	Per hour
Other temporary assignments as assigned by the principal (maximum/season = 70 hours)	20.42	Per hour	20.88	Per hour
ESC/OGMS AV/Tech Equipment Coordinator	987		1009	
Music Concert Director	2228		2278	
Visual Arts Advisor	569		582	

(1) 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, 2021, if Hire Date is before:	⁽¹⁾ Effective July 1, 2022 if Hire Date is before:	⁽²⁾ Approximate Years to Qualify
Section 4.3 - Retirement Notification Incentive	January 1, 2012	January 1, 2013*	10
Section 6.3 - Longevity Pay-Salaried Teachers	18L	January 1, 2004	18
	23L	January 1, 1999	23
	28L	January 1, 1994	28
Section 6.3 - Longevity Pay-Hourly Teachers	15L	January 1, 2007	15
	20L	January 1, 2002	20
	25L	January 1, 1997	25
Section 8.3 - Earned Personal Leave	January 1, 2021	January 1, 2022*	1
Section 10.1 - 403(b) Match (0.5 FTE or more)	January 1, 2017-3% January 1, 2004 – 4%	January 1, 2018 – 3% January 1, 2005 – 4%*	5 18
Section 10.2 - Retirement Health Insurance (Minimum age of 55) (Part-time & Full-time)	January 1, 2007	January 1, 2008*	15

(1) 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.*

(2) For teachers hired mid-year in a school year, refer to Hire Date.

**APPENDIX B -
DISTRICT HSA CONTRIBUTION FOR NEW HIRES**

Employee-Only Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00.) These figures are based on a full year schedule. Those hired mid-year will receive a pro-rated amount based on their hire date.

Employee+1 and Family Coverage:

The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of fourteen hundred (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of fourteen hundred dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). These figures are based on a full year schedule. Those hired mid-year will receive a pro-rated amount based on their hire date.

MEMORANDUMS OF UNDERSTANDING

FEDERATION PRESIDENT RELEASE TIME

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

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

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

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

1. For 2019-2021, the Federation President will be entitled to a full 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 \$40,000 per school year for the President release time.
3. The decision by the Federation and the Federation President to take 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, 2023. Thereafter, unless the Federation and the District agree to renew this Memorandum of Understanding, the Contract provisions regarding Federation Business will govern.

THIRD PARTY BILLING

The Bloomington Federation of Teachers (“Union”), and Independent School District No. 271, Bloomington, MN (“District”), collectively referred to as “the Parties,” hereby enter into this Memorandum of Understanding.

WHEREAS, the Union and the District are parties to a Collective Bargaining Agreement (“CBA”); and wish to continue an agreement present in the 17-19 CBA:

NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Agreement, the Union and the District hereby agree as follows:

1. The District shall compensate speech language pathologists, occupational therapists and physical therapists \$300 flat stipend annually for maintaining their licensure so the district can participate in third party billing reimbursements.
2. **Duration.** This MOU shall be binding for the 21-23 contract as such unless changed by mutual agreement at that time. If third-party billing responsibilities are eliminated, the MOU will no longer apply as the duties will not continue.

3. **Entire Agreement.** This MOU constitutes the entire agreement between the parties relating to Third Party Billing, and is not precedent setting. No party has relied upon any statements or promises that are not set forth in this MOU. No changes to this MOU are valid unless they are in writing and signed by both parties.

EARLY LEARNING SERVICES

The Bloomington Federation of Teachers (“Union”), and Independent School District No. 271, Bloomington, MN (“District”), collectively referred to as “the Parties,” hereby enter into this Memorandum of Understanding.

WHEREAS, the Union and the District are parties to a Collective Bargaining Agreement (“CBA”); and wish to memorialize the agreement reached in the 17-19 school year:

The parties agree that licensed positions in Early Learning Services shall be employed under the terms and conditions of the Bloomington Teacher Contract except as noted herein. ECFE and Preschool teachers will be called Early Learning Teachers.

1. Early Learning Teachers will accumulate seniority on a seniority list separate from the list that includes non-Early Learning Teachers.
2. In case of ULA of Early Learning Teachers, seniority will follow the provisions of Section 11 of the Teacher Contract in accordance with the separate seniority list applicable only to Early Learning Teachers. Early Learning Teachers cannot move to the non-Early Learning Teacher seniority list.
3. The preschool academic year will be 180 calendar days with start and end times as close to the k-12 calendar as possible when considering programming needs.
4. 1296 hours over 180 days will be 1.0 FTE.
5. Early Learning Teachers in Early Childhood Family Education (including Parent Educators) work 170 calendar days and the FTE will be prorated to reflect this.
6. Prep-time will be averaged out throughout the week with the average being 55 minutes per day.
7. The duty day start and end times will be set by July 1 of the academic year.
8. Full time Early Learning Teachers will be scheduled for 7 hours 42 minutes consecutive time with a 30-minute unpaid lunch.
9. 50 minutes of before and after student contact time will be given to Early Learning Teachers within the duty day (example might be 20 minutes before student contact, 20 minutes after and 10 minutes added to the 55 minutes daily prep).
10. Early Learning Teachers will be given travel time of 20 minutes between sites if assigned to different sites during the day. The travel time is part of the work day, not additional time.

Early Learning Teachers will maintain their step and lane equivalence from the community education pay scale when placed on the K-12 pay scale, hereafter known as the E - 12 schedule.

ADULT BASIC EDUCATION AND CHOICE STUDY TEAM

The Adult Basic Education (ABE) and CHOICE study team will be created through joint appointments made by the Bloomington Federation of Teachers and the Bloomington Public Schools #271. The study team will be co-chaired by a Federation designee and a District designee. The team will consist of three Federation appointees, and three administrative appointees. The purpose of the committee will be to address the pay gap between

ABE/CHOICE teachers and E12 teachers and move towards increased parity. The committee will meet no less than three times by will have a recommendation for how to move forward by June 1st, 2023. This MOU will expire on June 30th, 2023, unless mutually agreed to extend by both parties.

ED.S/PH.D LANE

To be placed in the Ed.S/Ph.D. lane you must have at least an Ed.S. or equivalent degree. The executive director of human resources will determine equivalency. The equivalency shall not be determined by language (i.e. certificate). It shall be determined by credits and coursework requirements.

SPECIAL EDUCATION BUILDING CONFERENCE EXEMPTION

The Bloomington Federation of Teachers ("Union"), and Independent School District No. 271, Bloomington, MN ("District"), collectively referred to as "the Parties," hereby enter into this Memorandum of Understanding.

WHEREAS, the Union and the District are parties to a Collective Bargaining Agreement ("CBA"); and wish to continue an agreement present in the 17-19 CBA:

WHEREAS, the Union and the District recognize that special education teachers often must conduct Individual Education Plan (IEP) meetings outside of the normal teacher duty day that require extra time and planning to write, implement, and administer IEPs.

NOW, THEREFORE, the Union and the District agree that licensed special education staff will not attend daytime or evening Parent-Teacher building conferences in compensation for their time devoted to the IEP process.

This Memorandum of Understanding will expire June 30, 2023. Thereafter, unless the Union and the District agree to renew this Memorandum of Understanding, the Contract provisions regarding parent-teacher conferences will govern.

ELEMENTARY PAY FOR NO SUBSTITUTE

1. On days that no substitute is available due to shortages, and teachers are required to absorb students into their classroom to cover a missing classroom teacher, or to leave their regular position and teach a class for the day, a sub rate of \$170 will be split equally between all teachers who must absorb students into their class. If only one teacher takes the class, they receive the full rate of pay.
2. If the teacher cover for a half-day, one-half of the daily sub rate will be paid.
3. Duration. This MOU shall be binding for the 21-22 school years, and may only be extended by mutual agreement of both parties.
4. Entire Agreement. This MOU constitutes the entire agreement between the parties relating to classroom coverage due to COVID-19, and is not precedent setting. No party has relied upon any statements or promises that are not set forth in this MOU. No changes to this MOU are valid unless they are in writing and signed by both parties.
5. Effective Date. This Agreement shall take effect January 4th, 2022 after being signed by representatives of both the Union and the District.

PAID TIME OFF (PTO) STUDY GROUP

A study team will be created through joint appointments made by the Bloomington Federation of Teachers and the Bloomington Public Schools #271 to examine the topic of PTO. The study team will be co-chaired by a Federation designee and a District designee. The team will consist of three Federation appointees, and three administrative appointees. The purpose of the committee will be to examine PTO systems and to make recommendation to the next negotiation team. The committee will meet no less than three times by will have a recommendation for how to move forward by June 1st, 2023. This MOU will expire on June 30th, 2023, unless mutually agreed to extend by both parties.

NEW CODE ACADEMY

The District and the Unit will meet to create an MOU regarding New Code Academy that addresses the unique needs of this program. This will be completed by December 31, 2022.

STRETCH CALENDAR

1. Beginning July 1st, 2018, stretch calendars for ECSE will run from July 1st through June 30th, rather than first day of teacher workshop one year until the first day of teacher workshop the following year.
2. This MOU constitutes the entire agreement between the parties relating to stretch calendars for ECSE, and is not precedent setting. No party has relied upon any statements or promises that are not set forth in this MOU. No changes to this MOU are valid unless they are in writing and signed by both parties. This agreement shall expire at the end of the 22-23 school year unless both parties agree to continue it.

CHANGE OF WORKING SCHEDULE

In order to gain time for Elementary Teachers to hold Professional Learning Community (PLC) meetings within the workday, and to gain additional minutes to secondary instruction, the District and the Bloomington Federation of Teachers agree to the following:

1. For the 2014-2015 year, an adjustment was made to the 185-day work schedule. Five days were taken off the school calendar, and the time was redistributed to the remaining 180 workdays, causing a seven (7) hour and forty-two (42) minute day, inclusive of lunch.
2. Specialists and Itinerant Staff will be able to collaborate to determine the best time for their PLC and have some flexibility, as long as they are regularly scheduled meetings, and are equivalent in time to the PLC's for general classroom teachers. Their meeting schedule would need to be shared with Administration to see if any known conflicts exist with the proposed time. If so, then the Administrator and teachers should work together to resolve any issues.
3. All licensed staff will spend one full uninterrupted day and two half days consisting of no less than 210 uninterrupted minutes of the back to school days in their workstations preparing for students. The District and their representatives cannot schedule anything that would detract from this time.
4. At the end of each term, workshop days will be divided equally between staff development and student data reporting.

This agreement shall expire at the end of the 22-23 school year unless both parties agree to continue it.