

**December 18, 2024**  
**2024-26 BI Negotiations**

Key:

Additions: blue / bold / italics / underlined

Additions of Dec 18 2024: red (or green) / bold / italics / underlined

~~Deletions~~: blue / strikethrough

~~Deletions of Dec 18 2024~~: red / strikethrough

**District Response to Union Proposal of December 18 2024**

*The District reserves the right to amend, adjust, or add to these proposals during the process of negotiations.*

1. TA'ed

Article I: Purpose

Section 1. Parties: This agreement, entered into between Independent School District No. 882, Monticello, Minnesota, hereinafter referred to as the School District, and Education Minnesota-Monticello Behavior Interventionist, hereafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Behavior Interventionist during the duration of this Agreement.

2.

Article II: Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Education Minnesota-Monticello Behavior Interventionist as the exclusive representative of Behavior Interventionist employed by the School District ~~of Independent School District No. 882, which exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of~~ as defined in this Agreement.

3.

Article II: Recognition of Exclusive Representative

Section 2. Appropriate Unit: The exclusive representative shall represent all the Behavior Interventionist of the District as defined in this Agreement ~~and in said Act~~.

4.

Article III: Definitions

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" ~~means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees.~~ "Terms and conditions of employment" is subject to PELRA shall be defined as set forth in Minn. Stat. 179A.03, subd. 19 and shall be subject to the School District's rights as set forth 179A.07 as provided in PELRA.

5.

Article III: Definitions

Section 2. Description of Appropriate Unit: The description of the bargaining unit shall be as set forth by the Bureau of Mediation Services pursuant to its February 13, 2024 unit determination in BMS Case No. 24PCE1001. For the purposes of this Agreement, the terms "employees" shall mean:

~~all persons in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal week in the employees bargaining unit, employees whose positions are basically temporary or seasonal in character and: (i) are not for more than 67 working days in any calendar year; (ii) are not working for a Minnesota school district or charter school;~~

All Behavioral Interventionist employees employed by Independent School District No. 882, Monticello, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17 and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4.

6. TA'ed

Article III: Definitions

Section 3. School District: For purposes of administering this Agreement, the term "School District" or "District" shall mean the School Board or its designated representative.

7. TA'ed

Article III: Definitions

Section 4. Year: The term "year" shall mean contract year unless otherwise stipulated.

8. TA'ed

Article III: Definitions

Section 5. Probationary Period: All new employees, hired after July 1, 2024, shall serve a probationary period of one hundred and twenty (120) working days.

9. TA'ed

Article III: Definitions

Section 6. Other Terms: Other terms not defined in this Agreement shall have those meanings as defined by PELRA.

10. TA'ed

Article III: Definitions

Section 7. Full-time Definition: Full-time means at least thirty (30) hours per week.

11. TA'ed

Article IV: School District Rights

Section 1. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and additional activities as prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders; issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the United States and State of Minnesota, as well as applicable rules, regulations, and orders of state or federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

12.

Article IV: School District Rights

Section 2. Inherent Managerial Rights: ~~PELRA Rights and Obligations of Employers:~~

Subd. 1. ~~The~~ School District ~~and or~~ its representatives ~~s are is~~ not required to meet and negotiate on matters of inherent managerial policy (~~matters of inherent managerial policy 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 of personnel, and direction of personnel~~), which include, but are not limited to, such areas of discretion or

policy as ~~the functions and programs of the School District or its representative, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.~~ set forth in Minn. Stat. 179A.07, subd. 1.

13.

Article IV: School District Rights

~~Section 2. **Inherent Managerial Rights:** *PELRA Rights and Obligations of Employers:*~~

~~**Subd. 2.** School District or its representative must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.~~

14. TA'ed

Article IV: School District Rights

~~Section 3. **Reservation of Managerial Rights:** The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.~~

15.

Article IV: School District Rights

~~**Section 4. Management Responsibilities:** *All employees covered by this Agreement recognize the right and obligation of the School Board to manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for students of the School District.*~~

16.

Article V: Behavior Interventionist Rights

~~Section 1. **Right to Views:** *PELRA Rights and Obligations of Employees:*~~

~~**Subd. 1.** Pursuant to the PELRA, nothing contained in this ~~act~~ **Agreement** shall be construed to limit, impair or affect the right of any employee or their 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 designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any BI to perform labor or services against their will. If no exclusive representative has been certified, any public employee individually, or group of employees through their representative, shall have the right of 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, by meeting with their public~~

~~employer or their representative so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.~~

17. TA'ed

Article V: Behavior Interventionist Rights

Section 2. Right to Join: Pursuant to the PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Behavior Interventionist in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

20. TA'ed

Article V: Behavior Interventionist Rights

Subd. Section 54. Meet and negotiate: Employees, through their certified exclusive representative, have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

24.

Article VI: Basic Schedules and Rates of Pay

Section 1. Basic Compensation

Subd. 1. The hourly rate for the 2024-25 contract year shall be in accordance with Schedule A.

Subd. 2. The hourly rate for the 2025-26 School year shall be in accordance with Schedule B.

*Subd. 3. The School Board reserves the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.*

*Subd. 4. Salary increases shall be effective on July 1st of each contract year. Those employed prior to January 15th will qualify for a full second step. Those employed January 15th or later will qualify for a prorated raise.*

26.

Article VI: Basic Schedules and Rates of Pay

Article XII: Approved Mileage

Section ~~1~~ 2. Mileage Rate Reimbursement: All approved mileage shall be at the rate allowed by the Internal Revenue Service for business deductions. *The rate of reimbursement per mile, as determined by policy established by the School Board, shall be paid for the pre-approved use of personal vehicles for School District business.*

Subd. 1. When an employee travels as part of their job duties, including intra-district travel, or for professional development (from your assigned work site to the location of the professional development and back), it is the employee's responsibility to make accurate calculations regarding mileage between the places of work where they are traveling.

30. TA'ed

Article VI: Basic Schedules and Rates of Pay

Section 5. ~~Trained~~ Substitutes: ~~Trained s~~Substitute employees ~~who substitute~~ for a Behavior Interventionist will be compensated at a rate higher than a ~~the~~ substitute ~~para~~ ESS substitute rate.

32.

Article VII: Hours of Service

Section 1. Duty Year:

*The duty year shall be as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. Employees will be on duty during an emergency, natural or unnatural, unless otherwise excused in accordance with School Board and administrative policy.*

*Subd 1. Daily Rate of Pay: For purposes of computing the employee's daily rate of pay, the number of days each year shall be at least all student contact days and eight (8) paid holidays. In addition, you are required to work up to twenty-four (24) additional hours per year as established by the School District. Any time worked during parent/teacher conferences will be paid at the hourly rate.*

*Section 2. Work Week: A basic work week shall consist of up to forty (40) hours, inclusive of lunch, for employees as established by the School District.*

Section 3. Paid Lunch: ~~Behavior interventionists~~ Employees working more than six (6) hours per day will have a half hour paid lunch each day during which time employees are available for emergency needs.

Section ~~2~~ 4. Holidays:

~~The following holidays will be paid~~ **There shall be eight (8) paid holidays for all employees covered under this Agreement:** Thanksgiving Day, Day after Thanksgiving, ~~Christmas Eve,~~ Christmas Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day and Labor Day. Employees ~~who are scheduled to work the week of Juneteenth~~ **that work year-round** will receive Juneteenth as a Holiday.

36.

Article ~~IX~~ VIII: Leaves of Absence

Section 1. Sick Leave:

Subd. 1. Employees shall earn paid sick leave at the rate of ~~fourteen (14)~~ **ten (10)** days annually. **Employees hired after the start of the duty year will have sick leave prorated for that school year.** ~~Employees who work twelve (12) months will receive two (2) additional sick days.~~

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented their attendance and performance of duties on that day or days. Sick leave with pay shall be allowed in accordance with **ESST Minn. Stat. 181.9447.** ~~Sick leave may be accessed for any day in which school is closed prior to reporting for work due to inclement weather or other unforeseen emergency.~~

Subd. 4. The School District may require an employee to furnish a medical certificate from a licensed medical provider, ~~when more than three (3) consecutive scheduled work days are used,~~ as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

~~Subd. 5.~~ In the event that a medical certificate will be required, the employee will be so advised.

Subd. ~~6~~ 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. ~~7~~ 6. **Sick leave will be approved only upon the submission of a request in the authorized sick leave application available online.** Sick leave balances shall be reported on employees' self-service site.

37.

Article ~~IX~~ VIII: Leaves of Absence

Section 3.2. Personal Leave

Subd. 1. Employees will be granted ~~three (3)~~ two (2) personal days a year. Employees who work twelve (12) months will receive one (1) additional personal day. ~~Employees who work twelve (12) or more days in the summer will earn additional personal time. Additional personal time will be awarded equal to one day using the average daily hours worked in the summer. Summer personal leave time will carry into the following school year.~~ Employees who carry over sixty-one (61) days or more of sick leave into the following year, will receive one (1) additional personal day. An additional personal day (1) per year will be granted to all at the beginning of their twentieth (20) year, or more of service to the Monticello School District. Employees hired after ~~September 30~~ the start of the duty year will have personal leave prorated for that school year.

~~Subd. 2. All personal days will be granted upon request, but no reason for the leave has to be given.~~

Subd. ~~3~~ 2. Requests for personal leave must be made in the authorized application at least twenty-four (24) hours in advance, except in the event of emergencies. The request shall state the reason for the proposed leave. The District reserves the right to refuse to grant such leave if, under the circumstances involved, the District determines that such leave should not be granted.

Subd. ~~4~~ 3. ~~Employees with unused personal days left at the end of the year may elect to carry over up to three (3) personal days to the following year by notifying the District Office by June 1st. If the District does not receive this request, three (3) days will automatically be carried over and the employees will receive payment at the employees' daily rate for any unused days. Payment will be received on the July 15 payroll. Employees that resign from their position will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year. Any employee with unused personal leave days at the end of the school year will have those days, up to a maximum of two (2), carried over and added on to the following year. A maximum of four (4) days may be stored for those employees not having reached their 20th year of service, and a maximum of five (5) days for those employees having reached their 20th year of service. Four (4) or five (5) days may be used consecutively.~~

40. TA'ed

Article IX: Leaves of Absence

Section 4. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee/parent of a natural or adopted infant child, provided such employee/parent is caring for the child on a full-time basis.



Subd. 2. An employee making an application for child care leave shall inform the Superintendent or designee in writing of their intention to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall include in the application for child care leave the commencement date and the return date of the requested leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from their physician indicating the expected date of delivery. A statement of adoption will be required for an adoption.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, end of a grading period, or similar. The availability of a substitute employee may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration; and/or
2. Permit the employees to return to their employment prior to the date designated in the request for child care leave.

Subd. 6. Employees returning from child care leave shall be reinstated in a BI position unless previously discharged or placed on an unrequested leave.

Subd. 7. Failure of an employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employees mutually agree, in writing, to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which an employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Employees who return from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement

of the beginning of the leave. Employees shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. Employees on child care leave other than FMLA leave, are eligible to participate in School District group insurance programs as provided to them before the commencement of the leave. Employees with a sufficient combination of sick and personal days available throughout the period of the approved child care leave employees will have group insurances paid for by the School District at the rate agreed upon within the Master Agreement throughout the leave period granted. Employees with an insufficient combination of sick and personal days available for the period of the requested child care leave will pay health and dental insurance at their daily rate of the premium for the uncovered child care leave per day. Any amount due will be deducted equally from the remaining paychecks for that year.

Subd. 11. The right to continue participation in such group insurance programs will terminate if the employee does not return to the District pursuant to this section.

Subd. 12. Employees on such leave shall notify the School District in writing no later than February 1st of their intent to return to their duties at the beginning of the next school term. Failure to notify the School District by February 1st will be considered a resignation from their position.

43.

Article ~~IX~~ VIII: Leaves of Absence

Section 6. Jury Duty Leave/~~Subpoena~~ Leave:

~~Subd. 1. A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave of absence shall not be deducted from the employee's sick leave.~~

~~Subd. 2. Employees serving on jury duty shall be paid their full salary. Compensation received for jury duty shall be remitted to the School District, except that the employee shall retain any mileage, meal, parking and/or room allowance paid by the court.~~

~~Subd. 3. Subd. 3: Employees subpoenaed to provide testimony or information related to their employment, based on their District position(s) to any agency, commission, board, legislative committee, arbitrator, or court shall be provided leave with pay for each day or part thereof on which the employee is required to be absent or compensation at the daily rate of pay if it is a non-work day. This section shall not apply to when an employee brings a claim against the District. The employee shall notify the Superintendent in writing of the date(s) pending absence as soon as possible after receipt of the subpoena, but in no event later than one week prior to the date(s) of absence. The employee shall reimburse the District any remuneration that may be~~

received by the employee up to the amount of per diem salary for each day of leave for providing testimony of information:

*An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District. Mileage will be reimbursed for any required travel for jury duty.*

47.

Article ~~X~~ *IX: Layoffs*

*(The District will await an initial proposal from the unit regarding Layoffs)*

48. **(The District will not TA this item separately outside of a total package TA)**

*Article X: Retirement*

Section ~~7~~ *1*. Retiree Benefit:

~~Behavior Interventionists~~ *Employees* shall be eligible for an HRA beginning in year eleven (11) of service. ~~Beginning~~ *For full-time employees* in years eleven (11) *to twenty (20)*, \$2,500 will be deposited annually (July 15 of the following year) into an HRA account. *HRA contributions will be prorated on actual service, if service is less than one contract year.*

49. TA'ed

Article XI: Group Insurances

Section 1. Group Hospitalization Insurance and Health Savings

*Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.*

Subd. 2a. Health and Hospitalization Insurance: The School District shall contribute the sum for family and/or single hospitalization coverage equal to the certified ~~personnel~~ *teacher unit* of District #882 for each full time employee who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings: For employees that participate in the HSA plan, the District contribution-will be as follows:

Single Policy: \$1,015 per year

Family Policy: \$2,000 per year

Subd. 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.**

Subd. 5. Employed spouses: When both spouses are employed full-time by the School District, one (1) family coverage or two (2) single policies will be paid in full by the School District. The selection of family or two (2) single policies will be at the discretion of the employee.

50. TA'ed

Article XI: Group Insurances

Section **6 2**. Long-Term Disability:

**Subd. 1. Selection:** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Subd. 2. Long-Term Disability Insurance:** The School District shall contribute a sum of up to \$140.00 for each school year toward the premium for coverage for each full-time ~~Behavior Interventionist~~ **employee** employed by the School District who qualifies for and is enrolled in the School District group long-term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 3.** Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.**

51. TA'ed

Article XI: Group Insurances

Section **4 3**. Dental Insurance:

**Subd. 1. Selection:** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Subd. 2. Dental Insurance:** The School District shall contribute ~~the a~~ sum ~~for single dental coverage equal to the certified faculty of District #882 for the Behavior Interventionist~~ **of up to \$90.00 per month** ~~for the 2024-26 school years~~ **toward the premium of a dental insurance policy. This policy will be available for each full-time employee** employed by the School District who qualifies for and is enrolled in the **School**

District group dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 3. Claims Against the School District:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.**

52. TA'ed

Article XI: Group Insurances

Section ~~3~~ 4. Life Insurance:

**Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.**

**Subd. 2. Life Insurance:** ~~A \$50,000 Group Life Insurance plan shall be provided to the Behavior Interventionist.~~ **The School Board shall provide without cost to each employee a \$50,000 term life insurance policy. This policy will be available for each employee employed by the School District who qualifies for and is enrolled in the School District life insurance plan.** ~~Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.~~

**Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.**

**Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.**

53. TA'ed

Article XI: Group Insurances

Section 5. Liability Insurance:

**Subd. 1.** The School District will pay the total cost of School District liability insurance for Behavior Interventionists employees.

54.

Article ~~X~~ XIII: Discipline

Section 1. Discipline: All discipline shall be ~~subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An employee may not be disciplined without just cause. Due process must be provided. When necessary to correct behavior the administration shall first use informal discussions with the employee and/or a non-disciplinary "Letter of Improvement/Directive". Site administrators will promptly notify employees of complaints or concerns from parents or staff members unless the District determines that a more extensive investigation is necessary. Discipline shall be administered in a private and confidential manner that will not embarrass the employee before other employees, students, or the public~~ in accordance with School District Policy 403 ("Discipline, Suspension, and Dismissal of School District Employees").

Section 2. Progressive Discipline: An employee generally shall be disciplined in the following manner, consistent with the principle of progressive discipline: (All discipline documents will clearly note that they are disciplinary. ~~1e. Discipline: Oral Warning~~)

- ~~1. Oral Reprimand~~
- ~~2. Written reprimand~~
- ~~3. Suspension with or without pay~~
- ~~4. Termination~~

Subd. 1. Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step of progressive discipline. Before an oral reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 2. Written Reprimand: A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 3. Suspension With or Without Pay: The suspension shall take effect upon notification by the Superintendent to the employee along with the reason for the suspension. Salary withholding for suspension without pay shall not take place until acquiescence of the employee or after all administrative remedies, including arbitration, have been exhausted.

Subd. 4. Length of Suspension: In any and all cases, suspension without pay will not exceed two (2) days per incident.

55.

Article ~~XX~~ XIV: Grievance Procedure

Definitions:

Grievance. ~~"Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20, subd. 3.~~

Days. ~~"Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.~~

Computation of Time. ~~In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.~~

Service. ~~"Service" means personal service, email, or by certified mail.~~

Reduced to Writing. ~~"Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.~~

Answer. ~~"Answer" means a concise response outlining the employer's position on the grievance.~~

EMM-BI. ~~"EMM-BI" means Education Minnesota—Monticello, as the exclusive representative of Behavior Interventionist employed by the School District.~~

Step I:

~~Whenever the exclusive rep has a grievance, it shall meet with the site administrator in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after any employee who is the subject of the grievance, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first meeting, the grievance may be reduced to writing by the exclusive representative and served upon the superintendent (see Step II). Service must be made within fifteen (15) days of the first meeting with the site administrator.~~

Step II:

~~The superintendent shall meet with the exclusive representative within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the~~

~~terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, if the exclusive rep elects to proceed with the grievance, it must proceed with Step III by serving a written notification on the superintendent. The written notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.~~

Step III:

~~A committee of the School Board shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If the resolution of the grievance results, the parties shall reduce the resolution to writing and sign the agreement outlining the resolution as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, the School District will serve its answer denying the grievance within (15) days of the Step III meeting. The exclusive rep must proceed with its written notice of their intention to proceed with arbitration within ten (10) days after receipt of the School District's written Step III answer.~~

Step IV:

~~The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of arbitrators. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of arbitrators provided by the Bureau until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for their fee and necessary expenses. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.~~

~~The decision of the arbitrator shall be final and binding on all parties to the dispute, subject to the rights of the parties to seek judicial review of an arbitration award as provided by law. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.~~

~~Processing of all grievances shall be during the normal workday whenever~~



~~possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:~~

- ~~a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or~~
- ~~b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.~~

~~The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.~~

~~The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.~~

**Section 1. Grievance Definition:**

**A "grievance" shall mean an allegation by *an employee or the exclusive representative* resulting in a dispute or disagreement between *an employee or the exclusive representative* and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.**

**Section 2. Representative:**

**The *employee or the exclusive representative, administrator, or School Board* may be represented during any step of the procedure by a person or agent designated by such party to act on their behalf.**

**Section 3. Definitions and Interpretation:**

**Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.**

**Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.**

**Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so**

computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served, **sent via email**, or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between **an employee or the exclusive representative** and the School Board's designee.

Section 5. Adjustments of Grievance:

The School Board and **the employee or the exclusive representative** shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

~~Subd. 1. Level I. If the grievance is not resolved through informal discussions, The parties may attempt to resolve the grievance through informal discussions. If the issue is not resolved, the employee or the exclusive representative may file a written grievance, signed by the President or designee with the Administrator. The School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.~~

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties

involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and **the employee or the exclusive representative** may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that **the employee or the exclusive representative** and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. No grievance shall be considered by the arbitrator unless the grievance has first progressed through the grievance levels identified in Section 5 above, or unless the parties have mutually agreed to an expedited arbitration whereby one or more of the grievance levels has been bypassed in favor of expedited arbitration.

Subd. 2. Selection of Arbitrator: A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 882 Superintendent) within ten (10) days following the decisions in Level III of the grievance procedure. Upon receipt of the randomly selected list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3. Submission of Grievance Information: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing. ~~No less than five (5) days before the arbitration hearing the parties shall exchange and provide the arbitrator with a submission which shall include the following:~~

- ~~a) The issue involved;~~
- ~~b) A statement of the facts;~~
- ~~c) The position of the grievant; and~~

~~d) The written documents relating to Section 5, Article X, of the grievance procedure. (The written grievance form, appeal letters and grievance Level I, II and III decisions.)~~

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. If the opposing party desires a copy of the transcript or recording, and is willing to share equally in the expense, a copy will be provided to the opposing party. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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Article ~~XX~~ **XVI**: Duration

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2026 and thereafter until modifications are made pursuant to ~~the~~ PELRA. In the event a successor agreement is not entered into prior to ~~the commencement of school in~~ July 1, 2026 an employee shall be compensated according to the last contract executed between the employee and the School District until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing July 1, 2026, it shall give written notice of such intent no later than May 1, 2026. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the Behavior Interventionist of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rule and regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.**

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.