

**MONTICELLO PUBLIC SCHOOLS
BEHAVIOR INTERVENTIONIST MASTER AGREEMENT
TABLE OF CONTENTS**

	<u>Page</u>
<u>ARTICLE I: PURPOSE</u>	<u>5</u>
Section 1: Parties	5
<u>ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE</u>	<u>5</u>
Section 1: Recognition	5
Section 2: Appropriate Unit	5
<u>ARTICLE III: DEFINITIONS</u>	<u>5</u>
Section 1: Terms and Conditions of Employment	5
Section 2: Description of Appropriate Unit	5
Section 3: School District	5
Section 4: Year	6
Section 5: Probationary Period	6
Section 6: Full-time Definition	6
Section 7: Other Terms	6
<u>ARTICLE IV: SCHOOL DISTRICT RIGHTS</u>	<u>6</u>
Section 1: Effect of Laws, Rules, and Regulations	6
Section 2: Inherent Managerial Rights	6
Section 3: Reservation of Managerial Rights	6
<u>ARTICLE V: BEHAVIOR INTERVENTIONIST RIGHTS</u>	<u>7</u>
Section 1: Right to Views	7
Section 2: Right to Join	7
Section 3: Request for Dues Check-Off	7

Section 4: Meet and Negotiate	7
Section 5: Union Business	8
ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY	8
Section 1: Basic Compensation	8
Section 2: Mileage Reimbursement	8
Section 3: Retroactive Pay	8
Section 4: Substitutes	8
ARTICLE VII: HOURS OF SERVICE	9
Section 1: Duty Year	9
Section 2: Work Week	9
Section 3: Paid Lunch	9
Section 4: Holidays	9
Section 5: School Closures	9
ARTICLE VIII: LEAVES OF ABSENCE	9
Section 1: Sick Leave	9
Section 2: Personal Leave	10
Section 3: Workers Compensation	10
Section 4: Child Care Leave	10
Section 5: Family and Medical Leave Act (FMLA)	12
Section 6: Long-Term Leave of Absence	12
Section 7: Jury Duty Leave	14
ARTICLE IX: LAYOFFS	14

Section 1: Establishment of a Seniority List	14
Section 2: Layoff Procedure	15
ARTICLE X: RETIREMENT	16
Section 1: Retiree Benefit	16
ARTICLE XI: GROUP INSURANCES	16
Section 1: Group Hospitalization Insurance and Health Savings	16
Section 2: Long-Term Disability	16
Section 3: Dental Insurance	17
Section 4: Life Insurance	17
Section 5: Liability Insurance	18
ARTICLE XII: DEFERRED MATCHING CONTRIBUTION PLAN	18
Section 1: Eligibility	18
Section 2: Employee Match	18
Section 3: Approved Plans	18
Section 4: Intent to Participate / Enrollment Period	18
Section 5: Discontinuance of Service	19
Section 6: Portfolio Management	19
Section 7: Hold Harmless Provisions	19
ARTICLE XIII: DISCIPLINE	19
Section 1: Discipline	19
Section 2: Progressive Discipline	19
ARTICLE XIV: GRIEVANCE PROCEDURE	20
Section 1: Grievance Definition	20

Section 2: Representative	20
Section 3: Definitions and Interpretation	20
Section 4: Time Limitation and Waiver	20
Section 5: Adjustments of Grievance	21
Section 6: School Board Review	21
Section 7: Denial of Grievance	21
Section 8: Arbitration Procedures	22
ARTICLE XV: DURATION	23
Section 1: Term and Reopening Negotiations	23
Section 2: Effect	23
Section 3: Severability	23
SCHEDULE A: 2024-25 WAGE SCALE	24
SCHEDULE B: 2025-26 WAGE SCALE	24
SCHEDULE C: LONGEVITY SCALE	24
SCHEDULE D: DIFFERENTIAL SCALE	24
SIGNATURE PAGE	25
APPENDIX A: MEMORANDUM OF AGREEMENT - PERSONAL PROPERTY DAMAGE	26

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.

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 as defined in this Agreement. The exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

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.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment:

"Terms and conditions of employment" 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.

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 term "employees" shall mean:

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.

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.

Section 4. Year:

The term “year” shall mean contract year unless otherwise stipulated.

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.

Section 6. Full-time Definition:

Full-time means at least thirty (30) hours per week.

Section 7. Other Terms:

Other terms not defined in this Agreement shall have those meanings as defined by PELRA.

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, and all provisions of this Agreement are subject to the laws of the State. 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.

Section 2. Inherent Managerial Rights:

The School District or its representatives 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 set forth in Minn. Stat. 179A.07, subd. 1.

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.

ARTICLE V

BEHAVIOR INTERVENTIONIST RIGHTS

Section 1. Right to Views:

Pursuant to the PELRA, nothing contained in this 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.

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.

Section 3. Request for Dues Check-Off:

Employees shall have the right to request and be allowed dues check-off for the employee organization of their selection, provided that dues check-off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA of 1971, as amended. The School District will commence deductions within thirty (30) days of receiving notice from the exclusive representative of the authorized deduction(s). The School District will remit deductions to the exclusive representative within thirty (30) days of the deduction. Dues will be deducted from the employees' paychecks in equal amounts.

When an employee has authorized a dues deduction, such authorization shall be in effect for the remainder of that school year and shall continue thereafter until the School District is provided with a written cancellation notice from an elected union officer of the exclusive representative. An employee seeking cancellation must provide written notice to an elected union officer of the exclusive representative.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of past dues specified by the exclusive representative as provided herein.

Section 4. 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.

Section 5. Union Business:

The School District shall not deduct the pay of elected officers or appointed representatives involved in or conducting Union business. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

The School District shall grant with pay ten (10) days, of which four (4) days may only be used for negotiations or issues related to the contract, to be used during the term of this collective bargaining agreement for business covered under this provision.

**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 District reserves the right to withhold increment advancement or any other wage 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. Wage 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.

Section 2. Mileage Reimbursement:

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.

Section 3. Retroactive Pay:

Any changes to rates of pay or benefits shall be retroactive as negotiated in the new agreement for all active employees and employees who retired in good standing who completed work during the contract period.

Section 4. Substitutes:

Substitute employees for a Behavior Interventionist will be compensated at a rate higher than the ESS substitute rate.

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. The School District will determine the duty year in its sole discretion, which shall be at least all student contact days, eight (8) paid holidays, and up to twenty-four (24) hours of professional development. Any time worked during parent/teacher conferences will be paid at the employee's 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:

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 4. Holidays:

There shall be eight (8) paid holidays for all employees covered under this Agreement: Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day; New Year's Day; Presidents' Day; Good Friday; and Memorial Day. Employees that work year-round will receive Juneteenth as a Holiday.

Section 5. School Closures:

Employees will be paid their full wages and benefits for scheduled work hours for full or partial day closures if the School District counts that day as an instructional day. Employees will be compensated for E-Learning Days if required by MN Statute. The School District maintains the sole authority to assign duty on E-Learning Days; if duty is assigned, the employee shall complete duties as assigned by the appropriate administrator.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn paid sick leave at the rate of 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 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 School District emergency.

Subd. 4. The School District may require an employee to furnish a medical certificate from a licensed medical provider, when permitted by law, 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. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. 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.

Subd. 8. Employee absence for the purpose of Bereavement or Funeral for family members in accordance with Minn. Stat. 181.9445 shall be deducted from the accrued sick leave days in accordance with Minn. Stat. 181.9447.

Section 2. Personal Leave:

Subd. 1. Employees will be granted two (2) personal days per year. Employees who work a twelve (12) month calendar will receive one (1) additional personal day per 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 the start of the duty year will have personal leave prorated for that school year.

Subd. 2. The request must be made to the appropriate administrator at least one week prior to the proposed leave date, whenever practical, and receive approval prior to the day the leave is taken, if possible, but no reason has to be stated for said leave.

Subd. 3. 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.

Section 3. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's accumulated sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall show the Worker's Compensation check to the School District prior to receiving payment from the School District for the 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.

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 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 1 of their intent to return to their duties at the beginning of the next school

year. Failure to notify the School District by February 1 will be considered a resignation from their position.

Section 5. Family and Medical Leave Act (FMLA):

FMLA leave shall be granted pursuant to applicable law.

Section 6. Long-Term Leave of Absence:

Subd. 1. The School District may grant a Long-Term Leave of Absence of up to one (1) school year to an employee upon the recommendation of the Superintendent. Final determination in granting such Long-Term Leave of Absence shall rest solely with the School District. All requests for Long-Term Leave of Absence shall be submitted in writing to the Superintendent or designee and shall include the following:

1. Reason for such request, and;
2. Explanation of how the employee intends to spend the duration of such leave, and;
3. The date the employee will resume their duties.

Subd. 2. Long-Term Leave of Absence requests shall be made prior to April 1 of each year. Requests received on/after April 1 may be considered on an individual basis as solely determined by the Superintendent.

Subd. 3. In no event shall a Long-Term Leave of Absence be granted for the purposes of the employee seeking, attaining, or completing employment outside of the School District. Any employee on a Long-Term Leave of Absence found to have attained employment outside of the School District shall have willfully severed employment with the School District and the separation shall be construed as resignation from employment with the School District effective the start date of the Long-Term Leave of Absence. This subdivision will not be construed to prevent an employee from continuing with any secondary employment the employee had prior to taking a long-term leave of absence, provided that the employee's hours of employment remain the same as they were prior to the leave of absence.

Subd. 4. An employee on Long-Term Leave of Absence without pay shall not advance position on the wage schedule nor shall the employee accumulate sick leave and other benefits. Should the employee wish to participate in the group insurance programs, 100% of the premiums will be paid in advance each month by the employee, if permitted under the policy provisions.

Subd. 5. The employee on Long-Term Leave of Absence shall provide written notice to the School District prior to February 1 of the employee's intent to return to their duties at the start of the upcoming school year. The employee's failure to notify the School District in writing prior to February 1 shall be construed as resignation from employment with the School District.

Subd. 6. The School District shall not be obligated to return an employee approved for a Long-Term Leave of Absence to their previous duty assignment within the employee unit. An employee on Long-Term Leave of Absence shall have no right to return to a position within the employee unit should there be no vacant position within the unit for the upcoming school year following the date of the School District's receipt of the employee's notice pursuant to Subd. 5 of this section. If a position is not available by June 30 for the upcoming school year after an employee has provided timely notice of an intent to return to their duties, the employee's employment with the District will terminate effective July 1 and the employee's separation from employment will be considered a voluntary resignation.

Subd. 7. If an employee on Long-Term Leave of Absence fails to accept in writing the School District's written notice of an appointment to a position within the unit for the upcoming school year following the School District's receipt of the employee's notice pursuant to Subd. 5 of this section within five (5) business days of the School District's written notice, the employee's failure to respond shall be construed as a voluntary resignation from employment with the School District.

Subd. 8. Article VIII Section 6 of the master agreement shall not be subject to the Grievance Procedure and all School District decisions pursuant to this section shall not be contested by the exclusive representative.

Section 7. Jury Duty Leave:

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 wage 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.

ARTICLE IX LAYOFFS

Section 1. Establishment of a Seniority List:

Subd. 1. The parties recognize that the purpose of a seniority list is solely to assist in the determination as to the order of layoff and recall of employees per individual position classifications. For purposes of layoff procedure, the employee unit will be divided among each of two (2) duty assignments:

1. General Education employees and Special Education Setting I/II/III employees
2. Special Education Setting IV employees

Subd. 2. Preparation: By November 1 annually, the School District shall cause a seniority list (by name, first date of continuous service and/or revised hire date, and duty assignment) of unit positions to be prepared from its records. A draft seniority list shall be prepared by the School District, posted, and emailed to all employees.

Subd. 3. Request for Change: Any person whose name appears on such list and who may disagree with the findings of the school District and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the School District.

Subd. 4. Final List: Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall be prepared by the School District, posted, and emailed to all employees, which list as revised shall be binding on the School District and the employee. Each year thereafter, the School District shall cause such a seniority list to be updated to reflect any additions or deletions. Such annually revised list shall govern the application of the layoff procedure until thereafter revised.

Section 2. Layoff Procedure

Subd. 1. Purpose: The purpose of this article is to outline the provisions for the required plan for the layoff of employees due to discontinuance of position, lack of pupils, financial limitations, merger of classes caused by consolidation of district, separation of District(s) from the SNW Coop, or other appropriate cause as solely determined by the District.

Subd. 2. Definitions: For the purpose of this article, the terms defined shall have the meanings respectively ascribed to them.

A. Employee: Employee shall mean those members of the unit as defined by PELRA and this agreement.

B. Seniority: Seniority applies only to non-probationary employees commencing with the first day of service under the Master Agreement in the school district.

C. Discipline: Discipline shall be as defined in Art. XIII Sect. 2 of this Agreement.

Subd. 3. Layoff Process: Employees with a documented history of discipline within the past five (5) years may be considered for layoff without regard to seniority. Thereafter, no employee shall be laid off if there are any other employees with less seniority within the employee's duty assignment as identified pursuant to Section 1, Subdivision 1 above.

Subd. 4. Notice: Two weeks' notice shall be given an employee who is to be laid off.

Subd. 5. Tie-Breaker: Ties in seniority dates shall be broken using the last four digits of each employee's Social Security number. The employee with the highest number shall be placed on the seniority list first, followed by the next highest number.

ARTICLE X RETIREMENT

Section 1. Retiree Benefit:

Employees shall be eligible for an HRA beginning in year eleven (11) of service. 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.

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 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.

Section 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 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.

Section 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 a sum of up to \$90.00 per month 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.

Section 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: 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.

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.

Section 5. Liability Insurance:

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

ARTICLE XII DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Eligibility:

Any employee who has completed five (5) years of service with the School District shall be eligible for a matching deferred compensation plan in accordance with Minn. Stat. 356.24 and the terms set out below. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

Section 2. Employee Match:

The School District will make the foregoing matching contribution to only those employees choosing to participate in an approved match account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24, up to two percent (2%) of gross wages. The employee may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount an individual employee may contribute to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

Section 3. Approved Plans:

The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

Section 4. Intent to Participate / Enrollment Period:

By September 8, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed payroll reduction form to the payroll office. The plan year shall be from July 1 to the following June 30. The payroll reduction form shall be binding until a new Intent to Participate form is submitted. The employee is solely responsible for filing the payroll reduction form. Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee

stops their contribution at any time during the year, it cannot be restarted until the following year.

Section 5. Discontinuance of Service:

Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 6. Portfolio Management:

The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses), which may accrue to these portfolios as a result of investment decision, which are made by the employee.

Section 7. Hold Harmless Provisions: Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs that the employee may obtain by way of contributions under the Matching Plan. The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

**ARTICLE 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.

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, i.e. "Discipline: Oral Reprimand")

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.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by the exclusive representative resulting in a dispute or disagreement between 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 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 may first be made to adjust an alleged grievance informally between the exclusive representative and the School Board's designee.

Section 5. Adjustments of Grievance:

The School Board and 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. 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 exclusive representative may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that 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. Selection of Date: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing.

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 the arbitrator 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.

(a) *Exception:* Should either party unilaterally withdraw from the arbitration process after an arbitration date has been scheduled with an arbitrator, the withdrawing

party shall be responsible for all fees and expenses of the arbitrator in their entirety.

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 or any other requested relief that would modify, add to, subtract from or otherwise alter the negotiated language contained in this Agreement. 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 of personnel.

ARTICLE XV 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 PELRA. In the event a successor agreement is not entered into prior to 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. 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.

**SCHEDULE A
2024-25 Wage Scale**

Step 1	Step 2	Step 3	Step 4
\$27.64/hr	\$27.91/hr	\$28.18/hr	\$28.18/hr

**SCHEDULE B
2025-26 Wage Scale**

Step 1	Step 2	Step 3	Step 4
\$27.64/hr	\$28.47/hr	\$29.30/hr	\$29.85/hr

**SCHEDULE C
Longevity Scale**

2024-25	
At 5 years of employment:	\$0.45/hr
At 10 years of employment:	\$0.55/hr
At 15 years of employment:	\$0.65/hr
At 20 years of employment:	\$0.75/hr
2025-26	
At 5 years of employment:	\$0.45/hr
At 10 years of employment:	\$0.55/hr
At 15 years of employment:	\$0.65/hr
At 20 years of employment:	\$0.75/hr

**SCHEDULE D
Differential Scale**

2024-25	
Setting IV Assignment:	\$0.50/hr
2025-26	
Setting IV Assignment:	\$0.50/hr

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

FOR:
EDUCATION MINNESOTA-MONTICELLO
BEHAVIOR INTERVENTIONISTS

Mike Gilbertson
Co-Lead Negotiator for Union

Lori Levasseur
Co-Lead Negotiator for Union

FOR:
INDEPENDENT SCHOOL DISTRICT #882

Jamie Sieben
Chairperson, School Board

Melissa Curtis
Clerk, School Board

Appendix A: Memorandum of Agreement Personal Property Damage Reimbursement

The School Board of Independent School District No. 882, Monticello, Minnesota ("District"), enters into this Memorandum of Agreement ("MoA") with Education Minnesota - Monticello Behavior Interventionist ("Union").

The District and the Union agree as follows:

1. The School District will reimburse an employee no more than one time annually for the cost of eyeglasses and/or contact lenses (up to a maximum of \$500) damaged during the course and scope of their duties.
2. The incident must be reported at the time of the occurrence to the employee's appropriate supervisor, and the employee must complete an incident report documenting that all processes and procedures were followed.
3. The employee must present appropriate receipts for the cost of the replacement eyewear to the Human Resources Department at the time the reimbursement request is made.

If any provision of this MoA is held to be invalid by operation of law, the remainder of the MoA shall not be affected thereby and shall remain in full force and effect.

Nothing in this MoA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. No party may submit this MoA in any proceeding as evidence of a precedent or practice.

This MoA constitutes the entire agreement between the parties. Neither party has relied on any statements or promises that are not set forth in this document. The MoA controls to the extent that it conflicts with the CBA. No changes in this MoA are valid unless they are in writing and signed by all parties.

This Agreement exists separately and will not be considered part of the collective bargaining agreement ("CBA"). This Agreement will remain in effect through June 30, 2026.