EMM-BI
Proposal
10/22/26

1. Page 9 - Page 10
Article VII: Hours of Service

Section 3. ~~Paid Lunch~~ Breaks

Subd. 1. 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.

Subd. 2. Rest Break:
~~Each employee will receive a rest break of at least 15 minutes or enough time to utilize the nearest convenient restroom, whichever is longer, within each four consecutive hours of work.~~
Rest breaks will be in accordance with Minn. Stat.177.253.

Article VIII: Leaves of Absence

3. EMM-BI Withdraws
Section 1. *Sick Leave*:
Subd. 1. Employees shall earn paid sick leave at the rate of ~~ten (10)~~ twelve (12) 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.

Article VIII: Leaves of Absence

4. And 5. EMM-BI - Keep Open

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 tenth (10) ~~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. Employees with ten (10) years or more of service may carry over a maximum of three (3) days to the following year. Employees with twenty (20) years or more of service may carry over a maximum of four (4) days.~~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)~~ These days may be used consecutively.

6. Counter 1200
Page 13
Article VIII: Leaves of Absence

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

~~FMLA leave shall be granted pursuant to applicable law.~~

Family and Medical Leave: The district will grant job-protected, unpaid leave to eligible employees (employees who work ~~1100~~ 1200 hours in the twelve (12) month period prior to the leave) for any of the following reasons:

Twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

To be eligible for this leave without pay, an employee must have worked at least 1,110 hours in the twelve (12) months preceding the leave, have completed the probationary work period, and have been employed by the district for at least 12 months prior to the leave.

Under some circumstances, employees may take leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

When an employee requests leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider.

Upon return from this leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on this leave under the same terms and conditions as if the employee had not taken leave.

7. EMM- BI- Withdraws

Page 16

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~~ 3,500 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.

8. EMM- BI- Withdraws

ARTICLE XI
GROUP INSURANCES

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. The benefit waiting period is (90) ninety days.

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.

9. EMM- BI- Withdraws

Page 17

Section 3. *Dental Insurance:*

Subd. 2. *Dental Insurance:* The School District shall contribute a sum of up to ~~$90.00~~ 126.00 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.

10. EMM-BI Keep open

Page 18

ARTICLE XII
DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. *Eligibility:*
Any employee who has completed ~~five (5)~~ two (2) 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.

11. EMM-BI 2.75%/3.00%

Page 24

SCHEDULE A
2026-2027 ~~2024-25~~ Wage Scale

Step 1	Step 2	Step 3	Step 4
$28.40/hr	$29.25/hr	$30.11/hr	$30.67/hr
~~$27.64/hr~~	~~$27.91/hr~~	~~$28.18/hr~~	~~$28.18/hr~~

SCHEDULE B
2027-2028 ~~2025-26~~ Wage Scale

Step 1	Step 2	Step 3	Step 4
$29.25/hr	$30.13/hr	$31.01/hr	$31.59/hr
~~$27.64/hr~~	~~$28.47/hr~~	~~$29.30/hr~~	~~$29.85/hr~~

12. EMM-BI - Withdraws

Appendix - Memorandum of Agreement Concerning The Sick Leave Bank

Education Minnesota Monticello- Behavior Interventionist and Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regards to establishing protocols for a sick leave bank.

The Parties agree as follows:

Purpose: To provide additional sick leave to employees who have exhausted their personal and sick leave and have a catastrophic accident, injury, or serious recurring illness necessitating an extended absence who has not yet qualified for the District's income protection plan.

Qualifications: To qualify as a catastrophic accident, injury or illness for the purpose of this Sick Leave Bank provision, the employee must have exhausted their personal and sick leave accrual and had:

A. An accident with major injury causing absence by the employee over an extended period of time which is verified by medical documentation.

B. A serious illness causing absence by the employee over an extended period of time verified by medical documentation.

In addition:

A. The sick leave bank will not be available for any treatment and/or surgery considered elective in nature as determined by a qualified physician.

B. An employee who is collecting benefits from long-term disability or worker's compensation will not be eligible to access the sick leave bank.

Committee:

EMM-BI Sick Leave Bank will be administered by one (1) HR representative, three (3) EMM-BI members determined by EMM-BI. All committee members will serve with two (2) year terms. Hereinafter referred to as the Committee. Simple majority vote of a quorum, (four members), of the Committee will be used for decision making.

Guidelines:

A. Participation Requirements

a. All employees that have worked in the district for one full year, as defined by the Master Agreement, are eligible to participate in the sick leave bank.

b. Eligible employees must contribute personal sick leave hours from their accrued balance of a minimum of one (1) day and up two (2) days to participate in the sick leave bank each open enrollment period.

c. During the first year of implementing the sick leave bank all employees wishing to participate need to complete the Sick Leave Bank donation form and submit it to the district office within 30 days after notification of a sick leave bank.

d. Annually, the District will notify all employees of an approximately 30-day open enrollment period to begin in August and conclude in September. Employees choosing not to enroll will not be eligible to participate in the Sick Leave Bank until the next open enrollment period.

e. When the sick leave bank reaches a minimum threshold of 100 days, the Sick Leave Bank Committee will notify all employees of a 30-day open enrollment period. Employees must re-enroll at each open enrollment period with a new donation to remain eligible for the Sick Leave Bank. Employees choosing not to enroll will not be eligible to participate in the Sick Leave Bank until the next open enrollment period, so long as the employee makes a donation to the Sick Leave Bank at that time.

f. All sick leave hours contributed to the sick leave bank are non-refundable.

B. Administration of the Sick Leave Bank.

a. Within 15 days of the close of the open enrollment period, the District will inform EMM-BI officers of the donations and submit a written list of employees that donated days/hours to the sick leave bank and the donation total. This notification process will take place at the end of each open enrollment period.

b. EMM-BI and the Sick Leave Bank committee will independently verify the sick leave bank database and compare records to the Business Services ledger.

c. After verification, the Business Services office will remove donated sick leave hours from individual employee accounts.

C. Accessing the Sick Leave Bank

a. A written request to use the sick leave bank is to be made to the Superintendent of Schools or the Human Resources Department. The request must include the reason for the need to access the sick leave bank, the anticipated number of days the employee will need to miss work and appropriate medical documentation by a treating medical provider. By submitting the request to the Superintendent, the employee is agreeing and consenting to the release of the included information to the Sick Leave Bank committee.

b. The Director of Human Resources and the EMM-BI lead representative who has been appointed to be a member of the Sick Leave Bank committee, will review applications and remove names and personal information from the request. The Director of Human Resources and the Union's designated lead representative on the Committee will review applications and redact names and personal information from the request. Should the Director of Human Resources and the Union's representative mutually agree that a request does not meet the Qualifications of the leave bank as identified above, the request will be summarily dismissed and the Committee with not convene.

c. To make a determination of granting or denying a request to use sick days from the sick leave bank, an employee requesting the use of the Sick Leave Bank may have their sick leave usage audited. The audit may cover the two school years preceding the employee's request. Patterns of absence indicating abuse will be reviewed, noted and considered. Patterns of abuse are most often indicated by frequency, duration and repeated days/times of past absences.

d. The Sick Leave Bank committee will convene and discuss the request for additional sick leave days to an individual from the sick leave bank.

e. The Committee will grant or deny the request and determine the appropriate number of days to award an accepted request.

f. The maximum number of sick leave bank days any individual employee is allowed to use over a school year period is ten (10) days. The hours awarded per day will be commensurate to the hours worked per day in the current school year. An employee cannot access the sick leave bank more than two (2) consecutive school years.

g. Decisions of the Sick Leave Bank committee are final and non-grievable.

This agreement is unique and is not precedent setting. This memorandum of agreement expires when a successor agreement has been ratified by both parties.

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

FOR:	FOR:
EDUCATION MINNESOTA-MONTICELLO INDEPENDENT SCHOOL DISTRICT #882	EMM-BI

14. Transfer Language -would also resolve grievance

Involuntary Transfers

Subd. 1.Before making an involuntary transfer from any school building/program, the District will seek a volunteer from among those employees who are qualified for the position.

Subd. 2. Employees who are involuntarily transferred shall maintain their seniority, hourly wage (unless the new position is at a higher rate of pay) and hours. Employees will work with their administrator for additional training, if needed.

Involuntary transfers will be communicated before May 1st for the upcoming school year.

Subd. 3. Transfers shall not be used as disciplinary action or as a substitute for progressive discipline.

13. Keep MOU-

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 the ratification of the 2028-2030 Master Agreement ~~June 30, 2026.~~

15. Demand to Bargain Documents-

a. Driving History
b. Arrest and/or Criminal Charges

ISD 882 MONTICELLO
BI's
2026-2028

Union2
Proposal#

10/22/2026

Matrix Summary

	Base Year	Year 1	Year 1 - % Change from Base	Year 2	Year 2 - % Change from Year 1	Year 1 & Year 2 $ Total
Salary	868,491.06	907,231.46	4.46%	940,388.69	3.65%	1,847,620.15
Health Ins	415,428.00	417,948.00	0.61%	417,948.00	0.00%	835,896.00
Dental Ins	15,024.00	18,792.00	25.08%	18,792.00	0.00%	37,584.00
HRA	17,500.00	24,500.00	40.00%	35,000.00	42.86%	59,500.00
Life Ins	1,035.00	1,035.00	0.00%	1,035.00	0.00%	2,070.00
LTD	3,220.00	3,220.00	0.00%	3,220.00	0.00%	6,440.00
403b Match	10,231.08	15,196.18	48.53%	17,240.35	13.45%	32,436.53
Worker's Compensation	3,300.27	3,447.48	4.46%	3,573.48	3.65%	7,020.96
Paid Family Leave	1,910.68	1,995.91	4.46%	2,068.86	3.65%	4,064.76
PERA	65,136.83	68,042.36	4.46%	70,529.15	3.65%	138,571.51
FICA	66,439.57	69,403.21	4.46%	71,939.74	3.65%	141,342.94
Total Benefits	599,225.42	623,580.13	4.06%	641,346.57	2.85%	1,264,926.71
		-		-		- - -
Total Salary & Benefit	1,467,716.48	1,530,811.59	4.30%	1,581,735.27	3.33%	3,112,546.86
Fund 01	467,778.96	484,059.01	16,280.05	501,158.99	17,099.98	33,380.03
Fund 04	90,227.78	93,657.47	3,429.68	96,184.79	2,527.32	5,957.01
Fund 12	909,709.74	953,095.12	43,385.38	984,391.49	31,296.37	74,681.74
	1,467,716.48	1,530,811.59	63,095.11	1,581,735.27	50,923.67	

ISD 882 Monticello
BI's
Rates

Proposal#	Union2
	10/22/2026

WAGES - 2025-26

BI	Hourly
Step 1	$27.64
Step 2	$28.47
Step 3	$29.30
Step 4	$29.85
Longevity	**Hourly**
At 5-9 yrs	$0.45
At 10-14 yrs	$0.55
At 15-19 yrs	$0.65
At 20-24 yrs	$0.75
At 25 yrs+	$0.75
None	$0.00
Differential	**Hourly**
Level IV	$0.50
	$0.00
	$0.00
None	$0.00

WAGES - 2026-27

BI	Hourly	
Step 1	$28.40	2.75%
Step 2	$29.25	2.75%
Step 3	$30.11	2.75%
Step 4	$30.67	2.75%
Longevity	**Annual**	
At 5-9 yrs	$0.45	
At 10-14 yrs	$0.55	
At 15-19 yrs	$0.65	
At 20-24 yrs	$0.75	
At 25 yrs+	$0.75	
None	$0.00	
Differential	**Hourly**	
Level IV	$0.50	
	$0.00	
	$0.00	
None	$0.00	0.0%

WAGES - 2027-28

BI	Hourly	
Step 1	$29.25	3.00%
Step 2	$30.13	3.00%
Step 3	$31.01	3.00%
Step 4	$31.59	3.00%
Longevity	**Annual**	
At 5-9 yrs	$0.45	
At 10-14 yrs	$0.55	
At 15-19 yrs	$0.65	
At 20-24 yrs	$0.75	
At 25 yrs+	$0.75	
None	$0.00	
Differential	**Hourly**	
Level IV	$0.50	
	$0.00	
	$0.00	
None	$0.00	0.0%

ISD 882 Monticello
BI's

Proposal#	Union2
	10/22/2026

BENEFITS - 2025-26		BENEFITS - 2026-27		$ Change	% Change		BENEFITS - 2027-28		$ Change	% Change	
Health Ins - per yr		**Health Ins - per yr**					**Health Ins - per yr**				
Indv	$11,700.00	Indv	$12,060.00	$360.00	3.08%		Indv	$12,060.00	$0.00	0.00%	
Dep	$25,656.00	Dep	$25,656.00	$360.00	0.00%		Dep	$25,656.00	$0.00	0.00%	
None	$0.00	None	$0.00		$2,168/m	Fa	None	$0.00		$2,168/mo	Family
					$1,005/m	Single				$1,005/mo	Single
Indv Cost	$10,059.72	Indv Cost	$11,027.47	109.36%			Indv Cost	$12,681.58	95.10%	15%	
Dep Cost	$25,616.40	Dep Cost	$28,080.70	91.37%			Dep Cost	$32,292.80	79.45%	15%	
Dental Ins - per yr		**Dental Ins - per yr**		$ Change	% Change		**Dental Ins - per yr**		$ Change	% Change	
Indv	$528.00	Indv	$564.00	$36.00	6.82%		Indv	$564.00	$0.00	0.00%	
Dep	$1,080.00	Dep	$1,428.00	$348.00	32.22%		Dep	$1,428.00	$0.00	0.00%	
None	$0.00	None	$0.00				None	$0.00			
				% Inc	% Cover				% Inc	% Cover	
Indv Cost	$564.00	Indv Cost	$564.00	0.00%	100.00%		Indv Cost	$564.00	0.00%	100.00%	
Dep Cost	$1,428.00	Dep Cost	$1,428.00	0.00%	100.00%		Dep Cost	$1,428.00	0.00%	100.00%	
Life - per yr $50,000		**Life - per yr $50,000**					**Life - per yr $50,000**				
30 hrs	$45.00	30 hrs	$45.00	$0.00	0.00%		30 hrs	$45.00	$0.00	0.00%	
None	$0.00	None	$0.00				None	$0.00			
LTD - per yr		**LTD - per yr**					**LTD - per yr**				
30 hrs	$140.00	30 hrs	$140.00	$0.00	0.00%		30 hrs	$140.00	$0.00	0.00%	
None	$0.00	None	$0.00				None	$0.00			
PERA	7.50%	**PERA**	7.50%				**PERA**	7.50%			
PFML	0.44%	**PFML**	0.44%				**PFML**	0.44%			