

MINNESOTA VALLEY EDUCATION DISTRICT MASTER AGREEMENT WITH MVED BEHAVIOR INTERVENTION SPECIALISTS 2021-2023

CONDITIONS OF EMPLOYMENT

Section 1. Full-Time Employee

For the purposes of these rules and regulations, a Behavior Intervention Specialist employed by the Minnesota Valley Education District for seven (7) or more hours daily shall be deemed a full-time employee. A Behavior Intervention Specialist employed for fewer than seven (7) hours daily shall be deemed a part-time employee.

Section 2. Hours

The rate of pay shall be the established hourly rate and applied to the hours of regular duty without provision for vacation or holiday. In the event of emergency or other cause for school closing, regular hours shall be maintained unless otherwise directed by the Director, and if so excused for such cause, there shall be no loss of pay.

Section 3. "At-Will" Employee

Behavior Intervention Specialist shall be considered "at-will" employees. An "at-will" employee may be terminated, for cause, at any time during the contract period.

Section 4. Reduction of Hours

A two-week notice will be given to the employee prior to the actual reduction of hours being enacted.

LEAVES OF ABSENCE

Section 1. Sick Leave

1. Approved sick leave as provided in this section shall be with pay.
2. A full-time Behavior Intervention Specialist employed for seven (7) or more hours per day shall earn sick leave at the rate of one (1) day for each month of employment in the school district. A part-time Behavior Intervention Specialist employed for less than seven (7) hours per day shall earn sick leave at the rate of one working day, which is equal to the number of hours worked in a day, which is equal to the number of hours worked in a day for each month of employment in the school district. Sick leave shall accumulate to one hundred fifty (150) working days.
3. The Director may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved for the MVED Board.

4. In the event that a medical certificate will be required, the employee will be so advised.
5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
6. Sick leave pay shall be approved only upon submission of a request on the absence management system.
7. Sick leave with pay shall be allowed by MVED whenever a Behavior Intervention Specialist's absence is due to any type of illness, including illness or disability caused or contributed to by pregnancy or childbirth, which prevented the attendance at school and performance of duties on that day or days.
8. A Behavior Intervention Specialist may use sick leave to cover absences necessitated by the illness or disability of a child, spouse, or others as allowed by state or federal law. Such family care shall be deducted from accumulated sick leave. Such leave shall be deducted from accumulated sick leave.

Section 2. Bereavement Leave

A Behavior Intervention Specialist may be granted six (6) days of non-accumulative death leave annually. In the event of a second death in the immediate family, three (3) additional days of death leave will be granted.

Section 3. Special Leave

A leave of absence without pay for personal reasons may be granted by the Director.

Section 4. Workers' Compensation

1. Upon the request of a Behavior Intervention Specialist who is absent from work as a result of any injury incurred in the service of MVED covered under the provision of the Workers' Compensation Act, MVED will pay the difference between the compensation received by the employee, pursuant to the Workers' Compensation Act, and the regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the prorated portions of days of sick leave time which is used to supplement Workers' Compensation.
3. Such payment shall be paid by MVED to the employee only during the period of disability.
4. In no event shall the additional compensation pay to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and who elects to receive sick leave pay pursuant to this policy shall submit the Workers' Compensation check, endorsed to MVED, prior to receiving payment from MVED for the absence.

Section 5. Maternity Leave

1. A Behavior Intervention Specialist who is pregnant may use sick leave for that period of time allowed under the Family and Medical Leave Act. Any sick leave under this section is limited to earned sick leave accrued by the Behavior Intervention Specialist at the time of taking the leave.
2. A Behavior Intervention Specialist who is pregnant may take an extended maternity leave of absence provided she follows the procedures herein set forth.
3. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances the Behavior Intervention Specialist's employment shall be terminated by the School Board.
4. A Behavior Intervention Specialist who is pregnant shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this section.
5. A pregnant Behavior Intervention Specialist shall notify the Director, in writing, not later than the end of the fourth month of pregnancy and also, at such time, provide a physician's statement indicating the estimated date of delivery of the child.
6. The Behavior Intervention Specialist shall submit a written request to the Director for a maternity leave including commencement date and return date or, if the Behavior Intervention Specialist so elects, a written resignation, pursuant to the dates recommended by the Director under Number 7 hereof.
7. The effective beginning date of such leave and its duration, or resignation if the Behavior Intervention Specialist so elects, shall be submitted by the Director to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation the Director shall review each case on its individual merits taking into consideration the following:
 - a. The continuity of the Behavior Intervention Specialist's program
 - b. The desires of the Behavior Intervention Specialist
 - c. The individual capacity of the Behavior Intervention Specialist
 - d. The specific employment duties of the Behavior Intervention Specialist
 - e. The health and welfare of the Behavior Intervention Specialist or unborn child
 - f. The recommendation of the Behavior Intervention Specialist's physician, if any
 - g. In making a determination under Number 7 concerning the commencement and duration of a maternity leave of absence, or resignation if the Behavior Intervention Specialist elects to resign, the MVED Board shall not, in any event, be required to:
 - i. Grant any leave more than twelve (12) months in duration

- ii. Permit the Behavior Intervention Specialist to return to her employment prior to the date designated in the request for a maternity leave, except in the case of stillbirth or miscarriage, in which event consideration for an earlier return would be given to the Director
- h. If the Behavior Intervention Specialist complies with all provisions of this section and a maternity leave is granted by the School Board, the School Board shall notify the Behavior Intervention Specialist in writing of its action
- i. A Behavior Intervention Specialist returning from maternity leave shall be reemployed in a position for which she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:
 - i. That her position in MVED has not been abolished under the conditions covered in the article concerning unrequested leave of absence
 - ii. That she is able to perform the duties of the position
 - iii. That she returns on the date designated on the request for leave approved by MVED; provided, however, that if complications develop as verified in writing by the Paraprofessional's physician which prohibit such return, the Paraprofessional may extend her leave up to one (1) year from the commencement date of the leave
- j. Failure of the Behavior Intervention Specialist to return pursuant to the date determined in this section shall constitute grounds for termination in MVED
- k. A Behavior Intervention Specialist who returns from maternity leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Behavior Intervention Specialist shall not accrue additional experience credit or leave time during the periods of absence for maternity leave.
- l. A Behavior Intervention Specialist on maternity leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain, commencing with the beginning of the maternity leave. The right to continue participation in such group insurance programs however, will terminate if the Behavior Intervention Specialist does not return to MVED pursuant to this section
- m. The parties further agree that any maternity leave of absence granted under this section shall be a leave without pay.

Section 6. Personal Leave

Any Behavior Intervention Specialist who is employed full-time shall be eligible for the use of one (1) personal leave day with regular pay each year with the provision that this leave can accumulate to a maximum of two (2) days. Any full-time Behavior Intervention Specialist who has been employed by MVED for more than five (5) years shall be granted three (3) personal

days with pay each year. Total personal leave can accumulate to a maximum of three (3) days. This leave may be used for situations that require the employee's personal attention to matters which cannot be attended to when school is not in session and which are not covered in other provisions of the Administrative Rules and Regulations for Behavior Intervention Specialist. Personal leave may be taken in $\frac{1}{4}$, $\frac{1}{2}$, or full day increments.

Request for personal leave must be made in writing and presented to the Director at least two (2) days in advance of the requested leave, except in the case of emergency. The request shall state the reason for the proposed leave. All leaves must have the prior approval of the Director.

Section 7. Military Leave

Behavior Intervention Specialists of Minnesota Valley Education District shall continue to receive their regular compensation when called to active duty as members of the National Guard or Reserves, but not exceeding a total of fifteen (15) days in any contract year.

GROUP INSURANCE

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by MVED.

Section 2. Dental Insurance

Behavior Intervention Specialists who elect in writing to not receive the health and hospitalization benefit will receive an individual dental insurance plan for the year in which health and hospitalization insurance is not used. Behavior Intervention Specialists may also determine to purchase family dental policy at their own expense. If a Behavior Intervention Specialist decides to elect the health and hospitalization insurance, they would be financially responsible for a dental plan. The plan provided shall be Health Partners or its equivalent.

Section 3. Health and Hospitalization Insurance

For the period July 1, 2021 to June 30, 2023 MVED shall make an annual contribution not to exceed \$6,149 each contract year towards the purchase of any MVED health insurance plan eligible for purchase by the group. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. In the event that premium should be less than the amount that the school district agrees to contribute, no monetary payment shall be made by the school district for the difference between the cost of coverage and the amount for which the district has agreed to contribute. It is understood that MVED'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.

Section 4. Income Protection Insurance

MVED shall contribute a sum necessary toward the premium of Income Protection Insurance for all full-time Behavior Intervention Specialist beginning sixty (60) calendar days after the injury or illness and extending to age sixty-five (65).

Section 5. Life Insurance

MVED shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each full-time Behavior Intervention Specialist of the district for the term of this contract.

Section 6. Duration of Insurance Contribution

An employee is eligible for Board contributions as provided in this article as long as the employee is employed by MVED. Upon termination of employment, and effective on the last working day, all Board participation and contribution shall cease unless the employee is entitled to the benefits as provided in Number 1 under RETIREMENT.

Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, MVED will try to continue health insurance with the group carrier at the employee's own expense, and the employer will assist in that endeavor. This provision shall also apply to employees who have experienced a reduction of hours placing them in this category as of the date of this contract. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

RETIREMENT/RESIGNATION

1. The following policy on retirement shall be in effect:
 - a. Any full-time Behavior Intervention Specialist who has been employed ten (10) consecutive years by MVED may retire at the end of the school year in which he or she reaches the age of fifty-six (56). In such an event, the Behavior Intervention Specialist may remain in the group insurance plans with all premiums paid by the employee.
 - b. Upon retirement at the age of fifty-five (55) or thereafter and with ten (10) years of continuous employment in MVED, all Behavior Intervention Specialist shall be paid \$20 per day for each seven (7) hour day of accumulated sick leave up to a maximum of one hundred fifty (150) days. The employee must request, in writing, payment of these funds which will be paid within thirty (30) days of receiving the request.

JURY DUTY

All MVED Behavior Intervention Specialists shall continue to receive their regular compensation when called for jury duty provided that they shall remit or turn over to MVED that compensation, except for mileage reimbursement, which they receive as jurors.

EMERGENCY CLOSINGS

In the case of school being closed for the entire day, the Behavior Intervention Specialist will follow the makeup policy of the school district to which they are assigned.

SALARY SCHEDULE

2021-2022	2022-2023
\$38,655 \$26.26 per hour	\$39,626 \$26.92 per hour

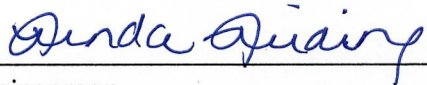
After four (4) years of service, Behavior Intervention Specialists will receive an additional \$.25 per hour. After six (6) years of service, Behavior Intervention Specialists will receive an additional \$.50 per hour. After eight (8) years of service, Behavior Intervention Specialists will receive an additional \$1.00 per hour. After ten (10) years of service, Behavior Intervention Specialists will receive an additional \$1.00 per hour.

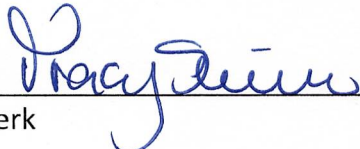
IN TESTIMONY WHEREOF, the Board of Education has approved this Master Contract this 8th day of June, 2021 and the parties have agreed per their signatures as follows:

**MINNESOTA VALLEY EDUCATION DISTRICT
BEHAVIOR INTERVENTION SPECIALIST ASSOCIATION**

BY:  Date: 6/8/21
BEHAVIOR INTERVENTION SPECIALIST – Representative

MINNESOTA VALLEY EDUCATION DISTRICT

BY:  Date: 6/8/21
Chairperson

BY:  Date: 6/8/21
Clerk