

**MENTAL HEALTH PRACTITIONERS
AGREEMENT
WITH
MINNESOTA VALLEY EDUCATION DISTRICT
2023-2024
and
2024-2025**

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MASTER AGREEMENT FOR MVED MENTAL HEALTH PRACTITIONERS 2021-2023

CONDITIONS OF EMPLOYMENT

Section 1. Full-Time Employee

For the purposes of these rules and regulations, a Mental Health Practitioner employed by the Minnesota Valley Education District for seven (7) or more hours daily shall be deemed a full-time employee. A Mental Health Practitioner 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 the Director has indicated that Mental Health Practitioners may be absent from duty. If such a case exists, there shall be no loss of pay or deduction of sick leave or personal leave.

A full-time mental health practitioner shall be provided with an average of two-hundred fifty (250) minutes of instructional preparation time per week during the time period that extends from the start of classes until dismissal. This preparation time will be provided in usable blocks of at least twenty (20) minutes. Every attempt will be made to guarantee each full-time mental health practitioner at least fifty (50) minutes of prep time per day. Preparation time shall be free from other assigned duties.

Section 3. Duty Days

The employment year for 2023-2025 shall consist of 184 duty days. Plus on the last day of the week, the MHPs will be able to leave after the students are dismissed, unless assigned otherwise.

Section 4. Extended Employment

MVED shall determine the length of extended employment that may be needed to complete the duties and services as assigned to the Mental Health Practitioner. If the Mental Health Practitioner agrees to provide and complete the assigned duties and services, the compensation shall be based on a prorated amount (based on one hundred eighty-four (184) days per year) of the daily basic contract salary.

Section 5. "At-Will" Employee

Mental Health Practitioners shall be considered "at-will" employees. An "at-will" employee may be terminated, for cause, at any time during the contract period.

Section 6. 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 Mental Health Practitioner shall be credited with ten (10) working days of sick leave. An MVED Mental Health Practitioner who uses more than his/her allowable sick leave, including any accumulated sick leave, shall have a deduction from pay for any excess sick leave taken that has not been earned.
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 School 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 AESOP system.
7. Sick leave with pay shall be allowed by MVED whenever a Mental Health Practitioner'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 Mental Health Practitioner may use sick leave to cover absences necessitated by the illness or disability of a child or spouse in need of the Mental Health Practitioner's personal care or attention as allowed by state and federal practitioner law. Such family care shall be deducted from accumulated sick leave. Such leave can be taken in increments of one-fourth (1/4) days/two-hour time blocks for appointments covered by the sick-leave provisions of the contract.

Section 2. Serious Illness or Death Leave

1. A Mental Health Practitioner may be granted six (6) days of non-accumulative serious illness or death leave annually which may be used for serious illness or death in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparent-in-law, grandchildren, mother-in-law,

father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second or additional deaths to the immediate family, additional leave may be granted at the discretion of the Director.

Section 3. Special Leave

1. Unpaid Leave—A leave of absence without pay for personal reasons may be granted by the Director.
2. Long-Term Personal Leave—A leave of absence up to one (1) year may be granted to any Mental Health Practitioner, upon application, for engaging in a program of study at an accredited college or university reasonably related to the professional responsibilities of foreign or military teaching programs, or as a full-time participant in the Peace Corps or Job Corps. Written application for such leave must be made to the MVED Director by June 1 preceding the year in which the leave will take place. The applicant shall provide a planned proposal outlining the request for the personal leave of absence. The proposal shall include, but not be limited to, the following:
 - Name of applicant
 - Assignment of applicant
 - Period of leave (one year or less)
 - Description of courses/activities/projects involved in the leave
 - Expected outcomes of the leave
 - Plan to provide a synopsis of outcomes of the leave upon the completion of said leave

Section 4. Workers' Compensation

1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provision of the Workers' Compensation Act, MVED will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the regular rate of pay to the extent of the employee's earned accrual of sick leave.
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 Mental Health Practitioner 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 Mental Health Practitioner at the time of taking the leave.
2. A Mental Health Practitioner who is pregnant may use sick leave during the period of time allowed under the Family Medical Leave Act and then 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 Mental Health Practitioner's employment shall be terminated by the School Board.
4. A Mental Health Practitioner 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 Mental Health Practitioner 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 Mental Health Practitioner shall submit a written request to the Director for a maternity leave including commencement date and return date or, if the Mental Health Practitioner 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 Mental Health Practitioner 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 Mental Health Practitioner's program
 - b. The desires of the Mental Health Practitioner
 - c. The individual capacity of the Mental Health Practitioner
 - d. The specific employment duties of the Mental Health Practitioner
 - e. The health and welfare of the Mental Health Practitioner or unborn child
 - f. The recommendation of the Mental Health Practitioner'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 Mental Health Practitioner 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 Mental Health Practitioner 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 Mental Health Practitioner complies with all provisions of this section and a maternity leave is granted by the School Board, the School Board shall notify the Mental Health Practitioner in writing of its action
- i. A Mental Health Practitioner 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 Mental Health Practitioner's physician which prohibit such return, the Mental Health Practitioner may extend her leave up to one (1) year from the commencement date of the leave
- j. Failure of the Mental Health Practitioner to return pursuant to the date determined in this section shall constitute grounds for termination in MVED
- k. A Mental Health Practitioner 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 Mental Health Practitioner shall not accrue additional experience credit or leave time during the periods of absence for maternity leave.
- l. A Mental Health Practitioner on maternity leave is eligible to continue receiving the MVED portion of health insurance coverage as permitted by the Family Medical Leave Act. After this period of time, the Mental Health Practitioner is eligible to participate in group insurance programs at her own expense. The right to continue participation in such group insurance programs however, will terminate if the Mental Health Practitioner 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 Mental Health Practitioner 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 Mental Health Practitioner who has been employed by MVED for more than three (3) years shall be granted two (2) personal days with pay each year. Any full-time Mental Health Practitioner who has been employed by MVED for more than five (5) years shall be granted three (3) personal days with pay each year with the provision that this leave can accumulate to a maximum of four (4) 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 Mental Health Practitioners. 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.

A Mental Health Practitioner who has accumulated at least thirty (30) sick leave days at the beginning of the school year may use three (3) sick leave days to purchase one (1) personal day during that year.

Section 7. Military Leave

Mental Health Practitioners 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 the School Board.

Section 2. Health and Hospitalization Insurance

For the period of **JULY 1, 2023 THROUGH JUNE 30, 2025** MVED shall pay \$4,368 towards the purchase of any MVED health insurance plan eligible for purchase by the group. 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 3. Dental Insurance

Mental Health Practitioners 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. Mental Health Practitioners may also determine to purchase a group single and/or family dental policy. If a Mental Health Practitioner 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 4. Income Protection Insurance

MVED shall contribute a sum necessary toward the premium of Income Protection Insurance for all full-time Mental Health Practitioners 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 Mental Health Practitioner 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.

RETIREMENT/RESIGNATION

1. The following policy on retirement shall be in effect:
 - a. Any full-time Mental Health Practitioner 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 Mental Health Practitioner may remain in the group insurance plans with all premiums paid by the employee until he or she reaches the age of sixty-five (65).
 - b. Upon retirement at the age of fifty-five (55) or thereafter and with ten (10) years of continuous employment in MVED, all Mental Health Practitioners shall be paid \$20 per day for each eight (8) 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.
 - c. Upon resignation, and after ten (10) years of continuous employment in MVED, all Mental Health Practitioners shall be paid \$50 per day for each eight (8) hour day of accumulated sick leave up to a maximum of twenty (20) 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 Mental Health Practitioners 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.

CONSIDERATION FOR OTHER POSITIONS

When a Mental Health Practitioner has his/her position eliminated due to the service no longer being needed, the employee shall be given consideration for any MVED opening for which he/she is qualified to fill. If the Mental Health Practitioner is employed in such a position, he/she will be given the opportunity to be rehired for a vacant Mental Health Services position within MVED.

PROFESSIONAL DEVELOPMENT

Mental Health Practitioners will be given up to three (3) days of professional development yearly.

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall be considered if there is a disagreement between the employee and MVED as to the interpretation or application of the terms and conditions of this agreement.

Section 2. Procedure

Every effort shall be made to resolve the grievance through informal discussion with the immediate supervisor.

In the event that the grievance is not resolved through informal discussion, the grievant and/or representatives of the bargaining group may meet with the Director in an attempt to resolve the dispute.

Further meetings may occur with the Supervising Superintendent.

SALARY SCHEDULE

	2023-2024 BASE SALARY	2024-2025 BASE SALARY
Licensed	\$27.62 per hour	\$28.17per hour

EDUCATION LEVEL

	2023-2024	2024-2025
BA + 10	\$28.23 per hour	\$28.79per hour
BA + 20	\$28.85 per hour	\$29.43 per hour
BA + 30	\$29.46 per hour	\$30.05per hour
MA	\$30.07 per hour	\$30.67 per hour

- All credits, in order to be considered for application on the salary schedule, must be approved by a Director in writing prior to taking the course.
- After three (3) years of service, Mental Health Practitioners will receive a 3 percent increase to their hourly salary rate.
- After six (6) years of service, Mental Health Practitioners will receive an additional 3 percent increase to their hourly salary rate.
- After nine (9) years of service, Mental Health Practitioners will receive an additional 3 percent increase to their hourly salary rate.
- After twelve (12) years of service, Mental Health Practitioners will receive an additional 3 percent increase to their hourly salary rate.
- After fifteen (15) years of service, Mental Health Practitioners will receive an additional 3 percent increase to their hourly salary rate.
- After eighteen (18) years of service, Mental Health Practitioners will receive an additional 3 percent increase to their hourly salary rate.
- After twenty one (21) years of service, Mental Health Practitioners will receive an additional 3 percent increase to their hourly salary rate.

IN TESTIMONY WHEREOF, the parties have executed this Master Contract this 8 day of June 2023

**MINNESOTA VALLEY EDUCATION DISTRICT
MENTAL HEALTH PRACTITIONERS ASSOCIATION**

BY: Kathryn Stine
MHP – Representative

MINNESOTA VALLEY EDUCATION DISTRICT

BY: Nancy Heldberg
Chairperson

BY: Ashley Bleek
Clerk