

**TERMS & CONDITIONS OF EMPLOYMENT FOR UNAFFILIATED  
SCHOOL DISTRICT PERSONNEL**

**BOARD CERTIFIED BEHAVIOR ANALYST (BCBA)  
Board Certification Required**

INDEPENDENT SCHOOL DISTRICT NO. 206  
Alexandria, Minnesota  
2021-2023

**DURATION:**

These terms and conditions are for the period July 1, 2021 through June 30, 2023 and applies to employees that are not covered by a Collective Bargaining Agreement. A contract year is July 1 – June 30.

**WORK SCHEDULES:**

- An employee's work schedule (duty year and duty day) shall be determined by the supervising administrator.
- A full-time employee is defined as one who is assigned to work 30 or more hours per week.
- Salaried exempt employees shall report their work time as determined by the School District and applicable School District policy.

**LEAVES:**

Personal Leave

Employees will accrue personal leave based on the contracted number of days worked in a school year. Personal leave may be taken in half-days or full days.

Employees shall be granted a leave of two (2) days per year, non-accumulative except as herein provided, for any reason.

- After five (5) or more years of service in this position in the School District shall be granted a third day for any reason.
- After nineteen (19) or more years in this position in the School District shall be granted a fourth day for any reason.

After three (3) or more years of service in this position in the School District, may accumulate personal leave up to a total of six days, of which five of these days may then be used consecutively.

Employees less than three years of service in this position in the School District who has not used all available personal leave during the school year shall be paid at the rate of \$130 per day or on a pro-rated basis if less than full-time. Such payment shall be made after the end of the school year.

Employees that are eligible to accumulate personal leave days and who have not used all available personal leave during the school year may choose to apply those days towards his/her accumulated five personal leave days or be paid at the rate of \$130 per day or on a pro-rated basis if less than full-time.

- Personal leave days will automatically be accumulated to the next school year unless the employee exceeds the limit of five personal leave days or notifies the School District's Human Resource Director on or before May 15<sup>th</sup> indicating that he/she would like to be paid for her/his unused personal leave days. Payment shall be made after the end of the school year.

Notices for personal leave --except in the case of an emergency -- must be submitted through the AESOP System at least three (3) days in advance of the day requested.

No employees will exceed five (5) consecutive days of leave, regardless of the days being personal, general or a combination of leave days.

### Sick Leave

Employees are eligible for up to 13 days of paid sick leave annually for personal illness or accident. In addition, an employee may use sick leave pursuant to M.S. 181.9413; Sick Leave Benefits; Care of Relatives.

Employees working less than 183 days in a school year will have their sick leave pro-rated.

Sick leave may be used for preventative specialist care due to limited availability, when pre-approved in writing by the School District's Human Resource Director. Any unused sick leave will accumulate to a maximum of 120 days.

Upon accumulating 120 days of sick leave, employees will be eligible for a Sick Leave Buy Back for unused days to a maximum number of 10 (ten) days per year at a rate of \$130.00 per day. Payment for unused sick leave days will be made on the July 15<sup>th</sup> paycheck of that calendar year for the previous school year.

Employees using sick leave for disability related to pregnancy shall submit a written statement from the attending physician certifying the period of disability.

Employees may use personal sick leave benefits provided by the School District for absences due to an illness of the employee's child for such reasonable period as his/her attendance with the child may be

necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

"Employee" is defined in M.S. 181.940, as a person who performs services for hire for an employer from whom a leave is requested under M.S. 181.940 to 181.944, for at least 12 consecutive months preceding the request, and for an average of 20 or more hours per week during those 12 months, and includes all individuals employed at any site owned and operated by the employer.

"Child" is defined in M.S. 181.940, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Certificates of illness by the attending physician may be required for all absences of more than three (3) consecutive days.

Employees that are unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year. Each day without pay will be calculated at the rate of 1/183 of her/his annual base salary. The leave may be renewed each year upon written request to the School Board.

By definition, sick leave is for personal illness or accident and is for sickness of the individual employee. Sick leave will not be granted for any illness in the family outside the definition under emergency leave.

If, during a school year, a concern is expressed to the immediate supervising administrator or to the School District's Human Resource Director regarding the frequency of a employees use of sick leave, the supervising administrator may request a certificate of illness by the attending physician for each subsequent day of sick leave (the immediate supervisor may require further authentication after conferring with the Human Resource Director and gathering input from the affected employee). Failure to comply with the request for a physician's certificate of illness will result in disciplinary action to the Employee.

### Emergency Leave

Up to three days of emergency leave, charged to sick leave, with full salary, may be used in each year in case an employee is absent in an emergency situation for serious illness or death in the immediate family. The immediate family includes spouse, domestic partner, child, parent, grandparent, grandchild or sibling. The aforementioned relationships include step and in-law family members. Special consideration may also be given for any other person whose association with the employee was similar to any of the above relationships.

The employee, with the consent of the Human Resource Director, may be granted an extension of emergency leave. The emergency request must be serious enough to warrant hospitalization and/or treatment/consultation with a medical specialist (i.e. Emergency room visit, hospitalization, outpatient surgery, or clinical visit with a specialist).

## Bereavement Leave

In the case of a death of anyone not specifically addressed by Emergency Leave, the school District will provide an employee one day of bereavement leave each school year to attend a funeral or memorial service.

This additional day shall not be accumulative from year to year and will be deducted from the employee's accumulated sick leave. An employee scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with their scheduled day. In addition, internal employee coverage will be provided when possible for funerals or services that do not require substitute coverage for an entire school day. Bereavement leave may be taken in ½ day increments or full days only.

## **Flexible Duty Hours:**

Time worked outside of the duty work day must be documented according to department guidelines as determined by the supervising administrator.

Upon approval by the supervising administrator, this time may be "flexed" during the contract period.

An employee's work day hours may be modified if the adjustment allows staff to better accommodate the needs of the student population they service. The hours of service will be designated by the School District.

## **INSURANCE BENEFITS:**

### Eligibility

An employee whose regular work schedule is 30 hours or more per week in a regularly established position will be eligible for insurance benefits for the period of time worked.

### Health Insurance

The Employer shall contribute a sum of up to \$645.50 per month toward the premium for individual or family group health insurance. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible insurance benefits will be pro-rated over 12 months for those employees working less than 12 months.

Effective July 1, 2022, if the employee elects a high deductible health plan that is compatible with a Health Savings Account (H.S.A.) and the cost of the plan is less than the School District contribution, the difference will be deposited into an H.S.A. or VEBA account.

### Dental Insurance

The School District shall pay up to, but not to exceed, \$40.00 per month toward the premium for dental insurance. Eligible insurance benefits will be pro-rated over 12 months for those employees working less than 12 months.

### Life Insurance

The School District will pay up to \$8.50 per month for a \$50,000 group term life insurance policy. If the employee is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter. Eligible insurance benefits will be pro-rated over 12 months for those employees working less than 12 months.

### Long Term Disability

Employees will pay the full premium for long term disability coverage.

### The Matching Program

Effective July 1, 2022, the School District shall make a dollar-for-dollar matching contribution to the employee's 403(b) deferred compensation plan in the amount of two percent of the employee's annual base salary to a maximum of \$2,000 per contract year. The maximum School District contribution during employment shall not exceed \$31,500.

## **POST-RETIREMENT BENEFITS:**

Employees hired after July 1, 2014, will receive a defined contribution from the School District as follows:

The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25).

School District contributions will not exceed \$30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each contract year and contributed to the vested School District sponsored Health Reimbursement Account (HRA) in June of each year.

The School District contribution and accrued interest earnings will be available to the employee after successful completion of a minimum of 4 years of service and the employee meets the retirement guidelines. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee's 4th year of service, the School District's contribution and accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. At the completion of 4 years of service the employee is considered fully vested (own all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

## **SEVERANCE:**

The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed \$31,500.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each school year and contributed to the School District sponsored Health Reimbursement Account (HRA) in June of each year.

The School District contribution and accrued interest earnings will be available to the employee after successful completion of a **minimum of 4 years** of service and the employee meets the retirement guidelines. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employees' 4<sup>th</sup> year of service, the School District's contribution and accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. At the completion of 4 years of service the employee is considered fully vested (own all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

The School District will contribute the full premium which is in effect at the time of retirement for \$10,000 life insurance policy. The policy will be through the School District's group insurance carrier and will cease at age 65. If the premium cost rises above the level of the School District's funding, the retiree will pay the difference in the premium costs.

To be eligible for severance pay, the employee must submit his/her resignation on or before February 1 of the year in which she/he will retire. The Superintendent may make an exception to this date if he/she receives a written letter from the employee which outlines the reason for the request.

An employee who is receiving long-term disability insurance benefits shall not be eligible for early retirement benefits, notwithstanding, the employee meeting the other eligibility requirements set out herein.

Upon separation of employment, sick leave balances will be forfeited.

## **COMPENSATION:**

The salary and rates of pay for employees covered under these terms and conditions shall be pursuant to the salary schedule.

Placement for new positions created during or subsequent to these terms and conditions shall be determined solely by the School District. In the event there is any retroactive pay or benefit increases to employees covered by these terms and conditions, such payments shall be made only to employees employed in the School District at the time of the retroactive pay/benefit determination. Under no circumstances are retroactive payments made to former employees.

**AT-WILL EMPLOYMENT:**

Employees covered by this Work Agreement are "at-will" which means that the employee's employment may be terminated by either the School District or the employee at any time, with or without cause. An employee who does not provide at least a fourteen (14) calendar day resignation notice shall forfeit any payments or payouts pursuant to this Agreement, unless notice is waived by the School District. The employee's at-will employment status may not be modified, except by express written agreement.

**SALARY SCHEDULE**

<b>Position</b>	<b>Duty Days</b>
Board Certified Behavior Analyst	183

<b>2021-2022</b>		
<b>Step</b>	<b>BA</b>	<b>MA</b>
<b>1</b>	43,933	50,291
<b>2</b>	45,299	51,854
<b>3</b>	46,708	53,468
<b>4</b>	48,161	55,131
<b>5</b>	49,659	56,846
<b>6</b>	51,203	58,612
<b>7</b>	52,795	60,436
<b>8</b>	54,437	62,315
<b>9</b>	54,437	64,253
<b>10</b>	54,437	66,252

LONGEVITY PAY: After completing Step 10, the employee shall receive longevity pay as follows:

- Steps 1-8 beyond Step 10: \$925 per year
- Steps 9+ beyond Step 10: \$1225 per year

<b>2022-2023</b>		
<b>Step</b>	<b>BA</b>	<b>MA</b>
<b>1</b>	44,812	51,297
<b>2</b>	46,206	52,893
<b>3</b>	47,643	54,537
<b>4</b>	49,125	56,235
<b>5</b>	50,653	57,983
<b>6</b>	52,228	59,786
<b>7</b>	53,852	61,646
<b>8</b>	55,527	63,562
<b>9</b>	55,527	65,540
<b>10</b>	55,527	67,577

LONGEVITY PAY: After completing Step 10, the employee shall receive longevity pay as follows:

- Steps 1-8 beyond Step 10: \$950 per year
- Steps 9+ beyond Step 10: \$1250 per year

\*Salary placement will be made at the discretion of the School District. If an employee is working a different number of duty days than what is noted in the table, the salary will be prorated accordingly.