

**BEHAVIOR MANAGEMENT SPECIALISTS**

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**COMPENSATION AND BENEFITS HANDBOOK**

**2022-2024**

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## **ARTICLE I. INCLUDED POSITIONS**

The purpose of this document is to provide the Behavior Management Specialists with information about the general terms and conditions of their at-will employment with the District. This document does not create an express or implied contract between the District and any employee. The District may change this document, and the terms and conditions of employment outlined in this document, at any time and for any reason.

The employer and employees covered under this agreement agree that Independent School District #181, Brainerd Public Schools shall not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran or disability status.

## **ARTICLE II. DUTY YEAR / HOURS OF WORK**

A full-time employee is defined as an employee working 8 hours per day, 5 days per week for the assigned work year which includes student days plus 3 professional development days. A calendar of assigned professional development days will be provided annually.

### **Non-exempt employees**

The Behavior Management Position is considered non-exempt, and the following provisions shall apply:

1. Hours of work: The standard workday for non-exempt employees shall be with (8) hours exclusive a 30 minute unpaid lunch period. For employees working less than eight hours per day, rest periods shall be provided as per statutory requirements.
2. Overtime: Non-exempt employees will be entitled to overtime at the rate of time and one-half (1½) of their base rate for all hours worked in excess of 40 hours of any one-work week.

## **ARTICLE III. INSURANCE**

### **Section 1. Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

### **Section 2. Health and Hospitalization Insurance**

Effective July 1, 2022, the plan options available to employees will be as follows:

- Plan B - \$300 per person / \$500 per family
- Plan C - \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

Effective September 1, 2022, the School Board's health insurance contribution for full-time benefit eligible and enrolled Behavior Management Specialists will be as follows:

Plan Option	Single Coverage	Family Coverage
Plan B - \$300 deductible plan	\$833	\$1,798
Plan C - \$1,000 deductible plan	\$812	\$1,776
Plan G - \$3,000 deductible plan	\$812	\$1,776
Plan H - \$4,000 deductible plan	\$812	\$1,776

Beginning with the 2022-23 insurance year, full-time Behavior Management Specialists will have a defined contribution across all available health insurance plans.

**Subdivision 1. Single Coverage:**

Effective September 1, 2022, the School Board’s health insurance contribution for full-time benefit eligible and enrolled Behavior Management Specialists who elect single coverage will be \$812 per month. Part-time benefit eligible and enrolled Behavior Management Specialists will receive a prorated monthly district contribution amount.

**Subdivision 2. Family Coverage:**

Effective September 1, 2022, the District’s health insurance contribution for full-time benefit eligible and enrolled Behavior Management Specialists who elect family coverage will be \$1,776 per month. Part-time benefit eligible and enrolled Behavior Management Specialists will receive a prorated monthly district contribution amount.

**Subdivision 4. HSA or HRA contribution**

Employees enrolled in a qualified High Deductible Health Plan (HDHP) will receive any excess District contribution (District contribution minus plan premium) contributed to the corresponding tax advantaged plan (HSA or HRA). Employees enrolled in a HSA eligible plan, may contribute to the HSA in addition to the District contribution up to the IRS limit. HRA plans only allow an employer contribution. The balance of the cost of the premium shall be by the employee and paid by payroll deduction.

**Subdivision 5. HSA Hardship:**

For single and family coverage, if an employee submits evidence of a hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in Plan G - \$3,000/\$6,000 plan with HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA, whichever comes first. If an employee leaves the District prior to the end of the calendar year, any unearned contributions will be paid back to the District.

Cases will be addressed on an individual basis and prior hardship does not guarantee hardship accommodation in subsequent years. In no circumstances will the district apply more than the allotted employee or district match to the individual in a calendar year.

**Subdivision 6: Employee Married to Employee**

Effective September 1, 2022, an benefit eligible employee within this unit that is married to another ISD employee (both currently employed with a minimum of 60% contract) are eligible for one fully paid Plan G family plan, two fully paid Plan G single plans (if no legal dependents)

or a \$1,640 a month contribution toward Plans B, C, or H family plans. In 2022-23 and 2023-24, the monthly district contribution will be based on the full premium of Plan G to apply toward employee married to employee coverage on this or any other covered plan.

### Section 3. Dental Insurance

Employees shall have access to the non-certified dental insurance offered by the employer at his or her own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through payroll deduction.

### Section 4. Income Protection

The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following conditions:

- The 90-day elimination period has been met.
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month, long-term benefit.

### Section 5. Term Life Insurance

The School Board will contribute 100 percent (100%) of the premium for \$50,000 of term life insurance coverage for each full time employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

### Section 6. 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 herein, and no claim shall be made against the School District as a result of denial of insurance benefit by an insurance carrier.

### Section 7. Duration of Insurance Contribution

An employee is eligible for School District contribution as provided in this Article for as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

## **ARTICLE IV. PERSONAL LEAVE**

### Section 1. Accrual

At the beginning of each school year, each Behavior Management Specialist shall be credited with two (2) days of personal leave. Personal leave accrual will be based on the number of hours assigned to the position(s), if the employee occasionally works beyond the assigned hours for any reason, they will not receive personal leave accrual on the hours worked beyond their assignment(s).

Behavior Management Specialists will be allowed to accumulate personal leave up to three (3) days. An employee planning to use personal leave shall notify her/his supervisor as early as possible, but at least one day in advance, except in an emergency. No more than one (1) Behavior Management Specialist per building can be approved for a personal leave on any day

unless approved by the building principal. Behavior Management Specialists must use personal leave time before taking unpaid time off.

**Section 2. Unpaid Leave:** Where it does not seriously disrupt operations or create a vacancy for which the District cannot secure an adequate replacement, an Behavior Management Specialist may take a maximum of five (5) days in a school year at a full daily rate deduction. These days shall be non-cumulative.

**Subdivision. 1.**

Five (5) days is the maximum any employee may be away from work at full wage deduction. The only exception to this is for unusual circumstances that would be approved only by the authorization of the Building Supervisor.

**Subdivision. 2.**

Employees who takes more than five (5) days without approval will be subject to disciplinary action.

**Subdivision 3.**

An employee must submit a written request for unpaid leave (deduct) days to the Building Supervisor at least three (3) working days prior to the start of the leave except in cases of emergency. The request must state the dates, purpose and identify if there will be any other deduct time needed for the remainder of the school year.

**ARTICLE V. HOLIDAYS**

All employees covered in this handbook shall have the following paid holidays (8): Labor Day, Thanksgiving, and the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday and Memorial Day. If any of the days fall on Saturday or Sunday the preceding Friday or the following Monday shall be considered a holiday.

In order to qualify for compensation for such holidays, the employee must have worked for the employer on their last working day before or their first working day after said holiday or have been on a paid leave day their last working day before or their first working day after said holiday.

**ARTICLE VI. LEAVES OF ABSENCE**

**Section 1. Sick Leave**

Sick leave is earned by full time employees at the rate of one (1) day per month and is accumulative, up to nine (9) days per year. Sick leave may be used for self, spouse, child and anyone listed under Minn Stat 181.9413.

**Section 2. Proof of Illness**

The School District 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 to the School District. In the event that a medical certificate will be required, the employee will be so advised. Sick leave with pay may be granted when illness or accident emergencies in the immediate family necessitates an employee's absence.

**Section 3. Family and Medical Leave Act (FMLA)**

Employees shall be eligible for the Family and Medical Leave Act if they, their spouse, child or parent suffers from a serious health condition in which the employee is required to provide care. The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any “qualifying exigency” arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member’s spouse, son, daughter, parent or next of kin. The FMLA process will be subject to District policy and practice and in accordance with law.

**Section 4. Wellness Program**

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

1. The employee’s lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
2. The employee must use no more than five (5) sick leave days during the same time period.

This pay shall be paid out once per year on the first pay period of December. The number of days repurchased by the District will then be reduced from the employee’s sick leave balance. The employee’s current straight time rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused number of sick leave balance as below and have used no more than five (5) sick leave days in the preceding year, September 1st through August 31st.	Shall have the following sick leave days repurchased /paid.
250 hours	1 day
400 hours	3 days

**Section 5. Other Leaves of Absence**

The School Board may grant other leaves of absence, in accordance with policy and state and federal law.

**Section 6. Bereavement Leave**

Subject to the approval of the Superintendent or designee, employees shall be granted up to five (5) days of bereavement leave. Leave for bereavement shall be allowed for death in the employee’s immediate family. Immediate family is defined as the employee’s spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee’s spouse, or other relatives living in the same household of the employee. Additional bereavement may be granted by the Superintendent or designee as a deduction from sick time.

### Section 7. Worker's Compensation

Pursuant to Minnesota state law, an employee injured on the job in the service of the School District and collecting Workers Compensation insurance may draw sick leave and receive full salary from the School District, the employee's salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

### Section 8. Insurance Application

An employee on unpaid leave outside of FMLA is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

### Section 9. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which the employee had accrued at the time the employee went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

### Section 10. Jury Duty

An employee may be excused without loss of pay to appear in court and to serve on jury duty. In the event of jury duty, all sums received by the employee as reimbursement, except mileage, from the County will be turned over to the School District in lieu of having the day deducted from sick leave credit.

## **ARTICLE VII: INCLEMENT WEATHER**

Behavior Management Specialists have the option to work during their normal hours with a late start or early dismissal to school. Building administrators may assign assistants to supervisory duties during this time. Behavior Management Specialists that report within the late start time period, or remain at work beyond an early dismissal time period will be paid for the time in which they worked, as long as the time worked is not beyond their assignment time. In the circumstance of late starts and early dismissals, Behavior Management Specialists will not be required to use their personal time before using deduct. For example, if a Behavior Management Specialist reported 1 hour late for a 2-hour late start, they would report and be paid for 1 hour of the 2 hour late start and report the missed time either as deduct or personal time. Behavior Management Specialists who do not report within the two-hour late start time will have the option to report this missed time as deduct or personal time.

The Superintendent or District designee may direct Behavior Management Specialist staff to leave for the day due to inclement weather conditions. To ensure our students return home safely, Behavior Management Specialist staff will be required to remain present until busing is cleared and until the building has received direction from the District Office. In this situation, Behavior Management Specialists will not be required to use paid leave time or request deduct time and will be compensated for their contracted hours for the day.

In the event of an E-learning day, a Behavior Management Specialist will not report to work and may use up to two (2) accrued sick leave or personal leave days per year. In the event that no leave is available, the district will provide additional duty days following the last student contact day of the school year.



The District maintains the right to assign Behavior Management Specialists work on E-Learning days as required to meet student need (ex. Specialized services, IEP). Notification of positions eligible to work during an e-learning day will be provided to the unit no later than October 1<sup>st</sup> of each year.

## **ARTICLE VIII: PLACEMENT ON SALARY SCHEDULE**

### **Section 1. Placement**

Placement on the salary schedule for newly hired employees shall be based on education and experience as determined by the Principal or Hiring Manager. At no time will an individual be placed higher than Step 3 at hire or at a step level that exceeds their years of experience in the same or similar position. The salary schedule for the July 1, 2022 to June 30, 2024 can be found in Appendix A.

Employees hired prior to the ratification of this handbook will maintain their current rate of pay as it is considered the top of the payscale.

### **Section 2. Step Movement**

Step advancements will be granted to employees contingent upon satisfactory job performance and will occur on July 1st.

Employees hired between July 1st and February 29th will receive their first step increase on the following July 1st.

Employees hired between March 1st and June 30th will receive their first step increase on July 1st of the following year.

Employees on a current corrective action plan will not be awarded a step increase.

## **ARTICLE IX: MILEAGE REIMBURSEMENT**

The District will pay for all professional in-district and out-of-district travel when an employee uses their personal vehicle for district business. This mileage will be reimbursed at the current IRS rate.

## **ARTICLE X: 403(b) MATCHING RETIREMENT PLAN**

All employees will be eligible to participate in the 403(b) Annuity Matching program.

### **Section 1. Employee Match**

Eligible and participating employees must elect to participate in the 403(b) Annuity Matching program pursuant to the Annuity Plan requirements at the beginning of the plan year. Employees that work more than .50 FTE but less than 1.0 FTE are eligible for a prorated district match.

<u>Years of Service</u>	<u>Matching Contribution</u>
0-3	No Match
4-8	\$390.00
9+	\$630.00

The District will make the forgoing matching contribution to only those employees choosing to participate in an approved employee's 403(b) annuity account offered by the District. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations. The employee that has an elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year. The employee must be signed up by September 1 in order to receive the match for the year.

#### Section 2. Approved Plans

The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by the School District and Education Minnesota Brainerd.

#### Section 3. Election

Eligible and participating employees must make an application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity-matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

#### Section 4. Death of Participant

If an employee dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

#### Section 5. Leaving the District

Employees who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs because of the severing of service.

#### Section 5. Applicable Laws

The 403(b) annuity-matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C. @ 403(b). It is understood that the District's only obligation is to contribute as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

### **ARTICLE XI: HEALTH INSURANCE FOR RETIREES**

Full-time, permanent, employees will receive a defined contribution from the District for a period not to exceed 22 years, following the schedule below.

Years	Amount per Year
0-3	\$0
4-15	\$600
16-25	\$1,000

Beginning in the 4th consecutive year of employment in position covered by this handbook, will be made to eligible, active employees and contributed to the District sponsored Health Reimbursement Arrangement (HRA) on behalf of the eligible employee in June of each year.


The District contributions and any accrued interest earnings will become vested to the eligible employee upon successful completion of their 15th year of service. The vested employee may begin accessing their vested HRA balance upon attaining the age of 60 and retiring from the District. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the District to be used to offset any current and/or future District liabilities. At the time of qualified accessibility to vested HRA funds, reimbursements of eligible expenses will be governed by the plan document and in accordance with current IRS Rules and Regulations.

**ARTICLE XII: DURATION**

This Agreement shall remain in full force and effect for a period commencing July 1, 2022 through June 30, 2024 unless modifications are made, at which time, employees will be notified and provided the addendums.

IN WITNESS WHEREOF, the parties have executed this Handbook as follows:

Independent School District No. 181

By  \_\_\_\_\_  
 Superintendent of Schools

By  \_\_\_\_\_  
 School Board Chair

By  \_\_\_\_\_  
 School Board Clerk

**APPENDIX A: WAGE SCHEDULE**

**2022 - 2023**

STEP	HOURLY RATE
1	\$19.50
2	\$20.00
3	\$20.50
4	\$21.00
5	\$21.50

**2023 - 2024**

STEP	HOURLY RATE
1	\$19.89
2	\$20.40
3	\$20.91
4	\$21.42
5	\$21.93