

INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF
EMPLOYMENT FOR
BOARD CERTIFIED BEHAVIOR ANALYSTS

and

~~MENTAL HEALTH PROFESSIONAL COORDINATORS~~

July 1, ~~2022-2024~~ – June 30, ~~2024~~2025

APPROVED BY THE SCHOOL BOARD:

~~May 3, 2022~~June 11, 2024

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ARTICLE I DEFINITION OF ELIGIBLE EMPLOYEES

The terms and conditions provided herein, cover those employees who enter into this agreement with the School Board of Intermediate District 917, Rosemount, Minnesota (School District) beginning July 1, ~~2022~~2024, as a Board-Certified Behavior Analyst (BCBA) ~~or a Mental Health Professional Coordinator~~. These terms and conditions of employment as provided herein, will continue through the week of June 30, ~~2024~~2025, or until otherwise amended.

ARTICLE II LEAVES OF ABSENCE

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use, and paid childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare leave.

Subd. 1. Full-Time Employees: ~~All full-time employees as defined in Article III, Section 1, working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per contract school year, ten (10) of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. The credit PTO shall be made frontloaded at the beginning of each school year. —Part-time and job share employees shall accrue PTO days on a pro-rata basis. Employees who take medical or parental leave of absence, under this article, shall retain all their number of PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave. If an employee leaves the District having used more PTO days than he/she earned, the District shall reduce the employee's final paycheck for any unearned PTO days on a pro-rata basis.~~

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Subd. 2. Part-Time and Job Share Employees: ~~Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.~~

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~~Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.~~

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

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Subd. 24. At the end of each contract year, unused paid leave days (PTO and/or sick leave) ~~days~~ will be processed as follows:

a) ~~a.~~ An employee's unused PTO hours will be rolled into a sick leave bank.

b) If an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance. Returning employees shall receive the monies for their PTO sell back on their end-of-August paycheck, following the conclusion of the school year, except for retiree employees, who shall receive the monies on the middle-of-June paycheck.

c)

~~b.~~ Employees hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. This contribution shall correspond with the end-of-August paycheck for returning employees, following the conclusion of the school year, except for retiree employees, whose contribution shall correspond with the middle-of-June paycheck.

~~c.~~ Employees who use six (6) or less PTO days at the end of each contract year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year. This option may not be granted in consecutive school years.

Subd. 35. ~~The first three (3) days used for illness each contract year will be deducted from that year's PTO days. Subsequent days used for illness will be deducted from an employee's accrued sick leave balance unless the employee wishes to have them taken from the current year's PTO days. An employee may use their ten (10) PTO days allotted for ESSL in accordance with state statute. PTO and accumulated sick leave may be used by employees for illness of the employee, and the employee's child under 18, and/or the employee's parent or parent-in law. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted and foster child. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent. The employee may also use PTO days and accumulated sick leave not to exceed twenty (20) days per 12-month period for illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, parent-in-law, or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off~~

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beyond the twenty (20) days noted herein per the Family Medical Leave Act and the district leave policies.

Subd. 46. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending ~~physician-medical provider~~ indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending ~~physician-medical provider~~ stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 67. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 68. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.

~~For reasons of~~ A three (3)-day notice is not needed for ESSL, illness, or bereavement, a three-day notice is not required unless the use is for foreseeable reasons, such as planned medical or dental appointments.

In the situation of a request for use of PTO with less than a three (3)-day notice, it is required that the employee provide an explanation of why a three (3)-day notice was not possible and the reason for the absence ~~is required.~~ ~~For reasons other than illness or bereavement, employees must receive pre-approval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.~~

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Subd. 79. PTO shall be granted in ~~one quarter-hour increments when no substitute is needed. If a substitute is needed, PTO shall be granted in ½ day or four hour increments.~~ Supervisors shall not approve requests for the use of PTO days typically shall not be granted for on the day preceding or the day following holidays, vacation periods Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, conference days or in-service/workshop days and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of ESSL, illness, or bereavement. PTO days shall not be granted during parent conference days or inservice days except for reasons of illness or bereavement. PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of

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the particular program. In addition, PTO will not be approved on any day for which the number of staff at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

~~Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above must reach out to the Director of Human Resources. Any exceptions to the expectations herein require the approval of the superintendent or their designee.~~

Subd. 810. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement ~~though extended absences must adhere to the leave of absence request process outlined in district policies and as described in Section 1, Subd. 2.e.~~

~~—Employees who worked a full school year and used six (6) or less PTO days during that previous school year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year.~~

Subd. 911. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

~~Subd. 10. A student related injury workers' compensation paid leave bank has been established by the District. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit.~~

Subd. 1412. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

~~Maternity-Pregnancy~~ Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for

childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as winter and spring breaks, summer, and weekends shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of PTO, sick leave, or unpaid time off are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The employee's own serious health condition, as defined by the FMLA.
 - ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

- a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

The employee may provide medical verification from a qualified healthcare provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

- b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in August of the next school year by April 1 of the leave school year.

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period.

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the

Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of PTO and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional PTO days, experience credit for pay purposes, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

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Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of PTO and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

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Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

ARTICLE III CONTRACT YEAR

Section 1. Standard Work Year: A full-time (1.0 FTE) employee's duty year shall be 190 to 195 paid days to be scheduled as outlined in Section 2 of this article. When it is necessary to compute a **per day salary**, the employee's base salary including the BCBA stipend (Article VIII, Section 2, Subdivision 2) will be divided by the number of paid 187 days for first-year employees,

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186 days for second-year employees, and 185 days for employees in their third year and beyond (190 for full-time) per school year. When it is necessary to compute a per hour salary, the employee's base-per day salary will be divided by the number of paid days (190 for full-time) per year then divided by the number of hours worked per day (eight (8) for full-time).

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Section 2: Calendar and Work Schedule:

Subd. 1. First-Year Employees: An employee in their first year of full-time employment with the District will follow Intermediate School District 917's 187-day calendar for all new licensed staff (i.e. teacher calendar).

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In addition, the employee will is required to work three (3) days 40 hours but can work up to 80 hours during the Extended School Year (ESY) program between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and recorded in the District's absence tracking system paid via timesheet.

Subd. 2. Second-Year Employees: An employee in their second year or any other year following of full-time employment with the District will follow Intermediate School District 917's 186-day calendar for all new licensed staff (i.e. teacher calendar).

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In addition, the employee will is required to work 40 hours but can work up to 80 hours four (4) days during the Extended School Year (ESY) program between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and recorded in the District's absence tracking system paid via timesheet.

Subd. 23. Third-Year and Beyond Employees: An employee in their second-third year or any other year following of full-time employment with the District will follow Intermediate School District 917's 185-day calendar for all new licensed staff (i.e. teacher calendar).

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In addition, the employee will is required to work five (5) days 40 hours but can work up to 80 hours during the Extended School Year (ESY) program between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and recorded in the District's absence tracking system paid via timesheet.

Subd. 34. Part-Time Employees: An employee working less than full-time with the District will follow Intermediate School District 917's calendar for all new licensed staff (i.e. teacher calendar) as outlined above in Subd. 1, Subd. 2, or Subd. 3 based on their year of employment. However, their days worked will be prorated based on their full-time equivalent (FTE) and they will be required to create a duty day calendar outlining their specific number of days worked (ex: 452-148 days for 0.8 FTE employee in their third year, in addition to a minimum of 32 hours between July 1 and August 10), which they must get approved by their site/program supervisor and provide to human resources.

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Subd. 5. Summer Work Hours: As outlined in subdivisions 1, 2, and 3 above, employees are required to work 40 hours but can work up to 80 hours between July 1 and August 10 each year. Employees must get approval from their supervisor for all hours worked in July and August. No employee may work more than 40 hours in one (1) week. Employees must submit timesheets via the district's timesheet procedures to be paid for these hours.

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ARTICLE IV 403B MATCHING CONTRIBUTION

Section 1. Eligibility: The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school year adding to the years of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least at a 0.75 FTE (142.5 of 190 days) during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions up to a maximum dollar as listed in the following schedule, according to year of continuous employment.

Year of continuous employment in the district	2022 <u>2024-2024</u> <u>2025</u>
Years 1 to 4	360
Years 5 to 9	860
Years 10 to 15	1060
Years 16 to 20	1260
Years 21+	1460

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

Section 4. Leaves of Absence: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

ARTICLE V INSURANCE BENEFITS

Section 1. Health and Hospitalization Insurance: All insurance benefits are available to employees who are working in a position on a 0.75 (~~442-5138.75~~ of ~~490-185~~ days during the school year) up to a 1.0 FTE contract.

~~Subd. 1: Individual Coverage~~

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$735 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$755 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled~~

~~in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$775 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.~~

Subd. 2: Family Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$1575 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$1,600 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.~~

Subd. 31: Individual High Deductible Medical Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$755~~775. Effective January 1, ~~2024~~2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$775~~780.
- b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such

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contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. ~~Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.~~

Commented [LK3]: This is no longer available for any employees in the district.

Subd. 42:-- Family High Deductible Medical Coverage:

a) ~~(a)~~ Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1800.

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b) ~~(b)~~ The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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~~(c)~~ The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. ~~Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.~~

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c)

Commented [LK4]: Same as above - This is no longer available for any employees in the district.

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Subd. 3. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

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Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

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Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

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Commented [LK5]: This was moved up for flow, so the medical and dental insurance pieces are together. Other than the date, everything remains the same.

Section 23. Group Income Protection Paid Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.
- b. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 34. Life Insurance: The School District will pay each month all of the life insurance premium for an \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance:

Subd. 1: Individual Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Subd. 2: Family Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Section 5. Claims Against the School District: Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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.

Section 6. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, except as otherwise provided by law. Employees who work the full school year and resign effective at the end of the school year or are placed on unrequested leave of absence effective at the end of the school year, shall be eligible for school district contribution as provided in this article through the following August 31st.

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ARTICLE VI OTHER BENEFITS

Section 1. -Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

Section 2. -Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members outside of their typical job responsibilities (i.e. does not include trainings for the buildings/programs to which the employee is assigned) shall be compensated at the hourly rate of the employee's contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties for which the given training/inservice is not a part, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only if preparation occurs outside of the employee's normal duty days/hours. For each professional development training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

Section 3. Reimbursement for Additional Certification: Employees in this contract will be awarded an annual stipend of \$250 to help offset their additional expenses for CEU's and/or certification and licensing fees. This will be distributed automatically on a paycheck within the month of May of each contract year.

Section 4. Mentorship of a ~~First-Year~~New Employees: Those employees who are approved by the School District to mentor a new employee hired under this contract will receive a \$500

~~stipend for each first-year employee mentored and a \$400 stipend for each second-year employee mentored in his/her first year of service to the District will receive a \$500 stipend for each first-year employee mentored. The mentor's stipend will be prorated on a quarterly basis should the new employee start or leave mid-year or not work for an extended period of time, such as while on a leave of absence. Stipends for mentorship will be paid annually on the last paycheck in May.~~

ARTICLE VII MISCELLANEOUS

Section 1. Probationary Period: Employees shall serve a probationary period from the ~~ir first date-day of hire-paid work~~ until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

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Section 2. Evaluation: Employees shall be evaluated once annually by administration. Employees may also elect to participate in peer-reviews, which shall be initiated by the employee with a same-position peer (i.e. a Board-Certified Behavior Analyst conducts a peer review/evaluation of a fellow Board-Certified Behavior Analyst).

Section 3. Years of Employment: For purposes of calculating years of service or the year in relation to 403B, longevity, and other benefits herein, the first year of employment shall be defined as any workdays of employment prior to the last student day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Section 4. Right of Assignment: The district has the managerial right to assign employees to sites and/or programs based on the needs of the district.

Section 5. Renewal of Contract: The employee is considered an at-will employee and shall have no right to continued employment. The employee group herein and the district shall provide notice to the other by April 1 of the year in which the current contract ends that they intend to renew the contract, and any new terms of the contract will be negotiated between the parties prior to the commencement of the new contract in July of the given year. If a new contract is not finalized prior to the commencement of the date the new contract should begin (July), once finalized, items negotiated within the new contract shall be retroacted to the beginning of the new contract year, unless otherwise specified within the contract. If the District does not provide notice of their intent to renew the contract, the failure to provide notice of non-renewal shall not provide any basis for continuing rights to employment.

Section 6. Resignation Notice: During the term of this contract, the employee may terminate the contract by providing 30 days written notice to the District. Upon termination, the parties will have no further obligation to the other.

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step increase until the second following July 1.

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These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Base Salary: Employee shall receive a salary based on education and experience as agreed upon by each employee and the District for the duration of this contract as noted on each employee's individual agreement for School Board approval. The salary shall be taken from Addendum A for the ~~2022-2024-2023-2025~~ school year ~~and from Addendum B for the 2023-2024 school year.~~

Subd. 1. Placement: Placement on the salary schedule at the time of initial hire to the position will be made by the Executive Director and will not be open to appeal. The factors that will be used in the placement determination include: degree earned, graduate credits earned beyond a Master's degree, years of experience while employed as a Board-Certified Behavior Analyst or Mental Health Professional or related employment experience (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step; however, lane/range placement will be determined based on graduate-level credits provided to the District via an official transcript.

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In each subsequent year of employment, the employee will typically progress along the steps of the salary schedule. ~~However, for the 2024-2025 school and contract year, employees will remain on the same step as they were during the 2023-2024 school year. The first step was dropped from the salary schedule, so remaining on the same step acts as a step increase.~~ This placement has no bearing on seniority for the purposes of either longevity, 403B match, or other related items.

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Subd. 2. BCBA Stipend: Each employee in this contract will receive an annual stipend of \$3,000. The stipend shall be split and paid evenly over the employee's total number of paychecks for the year. ~~Should an employee be hired or leave mid-year, the stipend will be prorated based on the number of days the employee worked compared to the total number of workdays available in that year (187, 186, or 185 days as outlined in Article III, Section 2).~~

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Subd. 3. Pay Schedule: An employee's annual salary and BCBA stipend are spread evenly over the number of paychecks the employee receives, which is typically 24. As of July 1, 2024, all newly hired BCBAs will follow the pay schedule of other licensed staff in the district with their first paycheck starting on August 30, 2024, and their last paycheck for the 2024-2025 school year concluding on August 15, 2025.

Due to schedule/calendar changes over the years, where BCBAs now work the defined teacher calendar with time worked during the summer paid via timesheet, the BCBA pay schedule will be changing from July 15 – June 30 to August 31 – August 15. This change will happen gradually over two (2) school years as follows:

1. 2024-2025 School Year: July 15, 2024 – June 30, 2025 (24-pays)
 - a. For district-paid benefits, employee deductions will be doubled in June for any costs associated with July 2025 coverage.
 - b. At the end of the 2024-2025 school year, should an employee choose not to return for the 2025-2026 school year, the employee will be responsible for paying the district for any employee costs associated with August 2025 coverage or the employee may choose to drop coverage.

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2. On July 15 and 31, 2025, as well as August 15, 2025, employees will receive no paycheck.

3. 2025-2026 School Year: August 31, 2025 – August 15, 2026 (24-pays)

- a. For district-paid benefits, employee deductions will be doubled on the August 31, 2025, paycheck for any costs associated with August 2025 coverage.

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Subd. 24. Lane/Range Changes Via Transcript: ~~Annually~~Once annually, employees have the opportunity to provide the District with an additional or updated official transcript to move to a new lane/range. ~~Following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The employee must provide the District with this official transcript by June 15 of a given year and the credits earned on the official transcript will be applied to a lane/range improvement for the following fiscal year. This will be recorded through the updating of the employee's individual agreement, requiring signatures from the employee and the School Board.~~The following procedures apply:

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- a. Definition: Reference to credits in this section shall mean semester credits.
- b. Employees will use the same process as the teachers to request prior approval for graduate credits to be used toward a lane change. Therefore:
- i. All graduate credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.
 - ii. All graduate credits applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
 - iii. All credits must carry a grade equivalent of "B" or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B."

Subd. 35. Lane/Range Changes Via Continuing Education Units (CEUs): Annually, employees may apply to have Continuing Education Units (CEUs) recognized for a lane/range change. ~~Following CEU pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The employee must provide the District with proof of completion of the CEUs by June 15 of a given year and the CEUs earned will be applied to a lane/range improvement for the following fiscal year. This will be recorded through the updating of the employee's individual agreement, requiring signatures from the employee and the School Board.~~The following procedures apply:

- a. CEU course work must be approved by the appropriate professional association.
- b. Fifteen (15) CEUs will equal one (1) semester credit of graduate work.
- c. Employees will use the same process as the teachers to request prior approval for CEUs to be used toward a lane change. Therefore:
 - i. All CEU hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or ~~his/her~~their designee in writing prior to the taking of the course. ~~Thus, no CEUs may be used or approved if taken in advance of the effective date of this contract (July 1, 2022).~~
 - ii. All CEUs applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
- d. CEUs applied to this subdivision must be paid for by the employee and not by the District.

Section 3. Longevity: Where years of employment is defined in Article VII, Section 3, employees shall receive a longevity stipend beyond the salaries delineated in Addendums A and B as follows:

Year of continuous employment in the district	2022-2023	2023 <u>2024-2024</u> 2025
Years 16 & 17	4700	2200
Years 18, 19, & 20	2300	2800
Years 21, 22, 23, 24, & 25	3900	4400
Years 26+	5000	5500

Board Certified Behavior Analysts ~~and Mental Health Professional Coordinators~~ Contract
Approved by the School Board:

Chair May 3, 2022June 11, 2024
Date

Clerk May 3, 2022June 11, 2024
Date

**Board Certified Behavior Analysts and Mental Health Professional Coordinators
Intermediate School District 917
Addendum A
Salary Schedule for ~~2022~~2024-20232025**

Step	MA (Range 1)	MA+10 (Range 2)	MA+20 (Range 3)	MA+30 (Range 4)	MA+40 (Range 5)
1	49996	51377	52759	54141	55522
2	51727	53157	54586	56017	57447
3	53524	55001	56481	57962	59442
4	55377	56909	58441	59972	61505
5	57299	58884	60469	62056	63641
6	59574	61219	62870	64517	66167
7	61934	63649	65364	67079	68794
8	64392	66175	67959	69743	71525
9	66948	68802	70658	72512	74369
10	69606	71535	73465	75395	77322
11	72717	74733	76748	78764	80781
12	75968	78074	80180	82288	84393
13	79365	81565	83766	85970	88170
14	83308	85620	87931	90243	92554
15	87450	89875	92303	94732	97157

		<u>Range 1</u>	<u>Range 2</u>	<u>Range 3</u>	<u>Range 4</u>	<u>Range 5</u>
<u>Old/Previous Step from 2023-2024</u>	<u>New Step</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
<u>1</u>	<u>NA</u>	<u>53,283</u>	<u>54,755</u>	<u>56,228</u>	<u>57,701</u>	<u>59,173</u>
<u>2</u>	<u>1</u>	<u>55,515</u>	<u>56,976</u>	<u>58,436</u>	<u>59,898</u>	<u>61,358</u>
<u>3</u>	<u>2</u>	<u>57,348</u>	<u>58,859</u>	<u>60,371</u>	<u>61,882</u>	<u>63,395</u>
<u>4</u>	<u>3</u>	<u>59,243</u>	<u>60,807</u>	<u>62,373</u>	<u>63,937</u>	<u>65,502</u>
<u>5</u>	<u>4</u>	<u>61,205</u>	<u>62,825</u>	<u>64,445</u>	<u>66,063</u>	<u>67,684</u>
<u>6</u>	<u>5</u>	<u>63,527</u>	<u>65,210</u>	<u>66,895</u>	<u>68,580</u>	<u>70,264</u>
<u>7</u>	<u>6</u>	<u>65,942</u>	<u>67,692</u>	<u>69,444</u>	<u>71,195</u>	<u>72,835</u>
<u>8</u>	<u>7</u>	<u>68,452</u>	<u>70,274</u>	<u>72,095</u>	<u>73,916</u>	<u>75,738</u>
<u>9</u>	<u>8</u>	<u>71,063</u>	<u>72,957</u>	<u>74,851</u>	<u>76,745</u>	<u>78,642</u>
<u>10</u>	<u>9</u>	<u>73,777</u>	<u>75,748</u>	<u>77,719</u>	<u>79,690</u>	<u>81,659</u>
<u>11</u>	<u>10</u>	<u>76,955</u>	<u>79,014</u>	<u>81,074</u>	<u>83,132</u>	<u>85,192</u>

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<u>12</u>	<u>11</u>	<u>80,276</u>	<u>82,427</u>	<u>84,579</u>	<u>86,731</u>	<u>88,882</u>
<u>13</u>	<u>12</u>	<u>83,746</u>	<u>85,993</u>	<u>88,242</u>	<u>90,491</u>	<u>92,739</u>
<u>14</u>	<u>13</u>	<u>87,774</u>	<u>90,136</u>	<u>92,496</u>	<u>94,857</u>	<u>97,217</u>
<u>15</u>	<u>14</u>	<u>92,004</u>	<u>94,482</u>	<u>96,962</u>	<u>99,441</u>	<u>101,920</u>

~~_Board Certified Behavior Analysts and Mental Health Professional Coordinators~~
~~Intermediate School District 917~~
~~Addendum B~~
~~Salary Schedule for 2023-2024~~

Step	MA (Range 1)	MA+10 (Range 2)	MA+20 (Range 3)	MA+30 (Range 4)	MA+40 (Range 5)
1	50746	52148	53550	54953	56355
2	52503	53955	55405	56858	58309
3	54323	55826	57328	58832	60334
4	56208	57762	59318	60872	62427
5	58158	59767	61376	62986	64596
6	60464	62137	63813	65485	67160
7	62863	64604	66345	68086	69826
8	65358	67168	68979	70789	72598
9	67952	69834	71718	73600	75484
10	70650	72608	74567	76525	78482
11	73808	75854	77900	79946	81992
12	77107	79245	81383	83522	85659
13	80555	82789	85022	87259	89493
14	84558	86904	89250	91596	93942
15	88762	91224	93688	96153	98614