



SAINT PETER PUBLIC SCHOOLS

Agreement

with

BEHAVIOR SUPPORT ASSISTANT

2025 - 2026

Behavior Support Assistant
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**AGREEMENT WITH THE
BEHAVIOR SUPPORT ASSISTANT
2025-2026**

The School Board shall determine the terms and conditions of employment for the position of Behavior Support Assistant.

HOURS AND DUTY DAYS

1. The Behavior Support Assistant is an hourly employee. The work year shall consist of 174, 6.75 hour days during the regular school year.

SPECIAL LEAVES

1. Leave of absence, without pay, for personal reasons may be approved by the Special Programs Administrator.

PAID HOLIDAYS

1. Holidays: The following days are recognized as holidays with regular pay if the Behavior Support Assistant is working during the period the holiday occurs:

Thanksgiving Day
Christmas Day
Good Friday
Memorial Day

If a major holiday falls on a Saturday, Friday would be considered the holiday and if the major holiday falls on Sunday, Monday would be considered the holiday. Less than full-time employees shall receive holiday pay on a prorated basis.

SICK LEAVE

1. Sick leave, with pay, shall be allowed by the School District whenever the employee's absence is due to any type of illness, including illness or disability caused or contributed to by pregnancy or childbirth, which has prevented the attendance at work and performance of duties on that day or days.

2. The Behavior Support Assistant shall earn one day (6.75 hours) of sick leave per month. Any fraction of the Behavior Support Assistant's workday will be rounded up to the next higher whole day if more than a half day, and rounded down if less than half a workday. The Behavior Support Assistant, who uses more than his/her allowable sick leave, including any accumulated sick leave that may have accrued, shall have a deduction from pay for an excess sick leave taken that has not been earned. Unused sick leave hours may accumulate to a maximum one thousand two hundred (1,200) hours of sick leave for the Behavior Support Assistant.
3. The superintendent or designee may require an employee to furnish a medical certificate from the school health officer or 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 Board.
4. In the event that a medical certificate will be required, the employee will be so advised.
5. Sick leave allowed shall be deducted from the accrued sick leave days.
6. An employee may use sick leave to cover absences necessitated by the illness or disability of the employee's family member including their adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. Sick leave for family members can be used on the same terms for which an employee is able to use sick leave for their own needs.
7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave form available at the administrator's office and the district office.
8. Any personnel unable to perform duties of employment because of pregnancy or any medical complications of pregnancy, childbirth, or recovery therefrom, may begin leave upon certification from the attending physician that the person is unable to perform such duties, or upon agreement by said personnel and the Special Programs Administrator that leave should be commenced, and the personnel shall be entitled to sick leave without loss of pay to the extent provided by the above. Leave in excess of unused sick leave credit of such personnel shall be treated as a leave of absence without pay during the period such personnel is unable to work due to the pregnancy or any medical complication of pregnancy, childbirth, or recovery therefrom.

EARNED SAFE AND SICK TIME (ESST)

1. The Behavior Support Assistant shall earn, use, and accumulate 48 hours of ESST in conformance with the School District's Employment Policies and Minnesota Statutes. ESST may accumulate to a maximum of 80 hours.

CHILD CARE LEAVE

1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to an employee-parent following the birth and first year care of a child, adoption or foster placement of a child, provided such employee-parent is caring for the child on a full-time basis.
2. Request: An employee making an application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.
3. Medical Statement: An employee may be asked to provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.
4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the School Board in the granting of a child care leave or its duration.
5. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:
 - (1.) grant any leave more than twelve (12) months in duration;
 - (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.
6. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.
7. Failure to Return: Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.

8. Group Insurance: An employee on child care leave, is eligible to participate in group insurance programs as governed by the Family & Medical Leave Act. The employee may continue health insurance coverage beyond the Family & Medical Leave Act at their own expense while on child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.
9. Use of Sick Leave While on Child Care Leave: An employee on child care leave may use earned sick leave accrued for the period of time under the Family Medical Leave Act.
10. Salary and Fringe Benefits: Leave under this section beyond the use of accrued sick/personal leave, shall be without pay.

PERSONAL LEAVE

1. The Behavior Support Assistant shall be granted two (2) personal days. Request for a personal leave must be made in writing two days in advance of the absence to the supervising Principal. All leaves must have prior approval.

LIFE INSURANCE

1. The School District shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each school-year paraprofessional employee of the School District for the term of this contract.

WORKERS' COMPENSATION

1. Upon request of an employee who is absent from work as a result of a compensable injury, while working for the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extension of the employee's earned accrual of sick leave and/or vacation pay. This paragraph may be effectuated on the delivery of the School District to the employee of a paycheck for said employee's regular rate of pay during the affected period when and after the employee endorses to the district the employee's

workers' compensation check or has said amount of workers' compensation check deducted from gross wages on paycheck.

2. Workers' compensation benefits shall not be granted to persons for injuries received while employed by any individual or firm other than the School District.

JURY DUTY

1. When the Behavior Support Assistant is called for jury duty, the Behavior Support Assistant shall submit an absentee card to the Special Programs Administrator indicating the dates served and the amount of the daily compensation which he/she received from the county as juror. This amount will be deducted from the Behavior Support Assistant's wages along with the applicable PERA deduction. This exempts jury duty pay from Social Security, Medicare, PERA and makes it the Behavior Support Assistant's responsibility to report it as miscellaneous income on his/her 1040. Any mileage reimbursement or meal allowance may be retained by the Behavior Support Assistant
2. If the Behavior Support Assistant is summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, he/she shall be provided leave with pay for each day or part thereof which the Behavior Support Assistant is required to be absent. The Behavior Support Assistant shall reimburse the School District that compensation, except for mileage reimbursement and meal allowance, which he/she receives for providing such testimony.

EMERGENCY OR SCHOOL CLOSINGS

1. On days when school has been called off prior to the start of the day and when the day will be made up at a future date, the Behavior Support Assistant is not required to work. The Behavior Support Assistant will work on the "make up" day designated by the School District.
2. On days when school has been called off prior to the start of the day and when the day is identified as a "Flexible Learning Day", the Behavior Support Assistant is not required to work. The Behavior Support Assistant will receive pay for the first two school closings. For additional days, the Behavior Support Assistant shall be allowed

to use personal leave or make up the hours with an agreed upon schedule set by the Supervising Principal.

3. On days when school begins late , the Behavior Support Assistant shall report to work accordingly. (i.e. with a two hour late start, the employee would report two hours later than usual)
4. On days when school is dismissed early, the Behavior Support Assistant shall be dismissed at the same time as other staff.

MILEAGE

1. Employees required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the Internal Revenue Service, except for travel to and from work. All mileage claims are required to have the pre-approval of the supervising Principal.

SALARY PAYMENT

1. Wages shall be paid twice monthly (15th and last day of month) and all paychecks shall be deposited directly into bank account(s) designated by the Behavior Support Assistant

SALARY SCHEDULE

2025-2026
\$25.95/hour

Behavior Support Assistant

Date

Chairperson of the School Board

Date

Clerk of the School Board

Date