

**2021-2023 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated/Supervisor Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier I: a) Executive Director of Human Resources, Executive Director of Business Services, Assistant Superintendent

- Tier II: a) Director of Technology, Director of Finance, Director of Communication
 b) Special Education Coordinator; Human Resources Coordinator; Teaching and Learning Coordinator, Student Systems Coordinator, Coordinator of Information and Assessment, District Technology Coordinator; Communications Coordinator, Assistant Director of Food Services, Community Education Manager, Coordinator of Instructional Technology, Multilingual Coordinator, Coordinator of Alternative Programming, Behavior Analyst (Certified), Dean (w/Admin License only), Early Learning Coordinator, Physical Therapist, ALC / CE Programming Coordinator

- Tier III: Registrar; Bursar; Human Resources Benefit Specialist, Academic Enrichment Coordinator, Food Service Coordinator, College and Career Specialist, Communication Specialist, Behavior Specialist (Non-Certified), Dean (Non-Licensed), Registered Nurses (RN), Specialist of American Indian Culture, Facilities Coordinator.

- Tier IV: Cultural Liaison, Licensed Practical Nurse (LPN)

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee's job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee's position, including the following:

(1) the employee's annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is "exempt" or "non-exempt" under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1104 hours per year according to the notice of assignment issued by the District.

Vacation. Employees that are assigned more than 200 duty days will receive vacation equivalent to the difference between the assigned duty days and calendar work days per year. The Calendar work days may not be more than 262 days and not fewer than 260 days. Unused vacation time expires at the end of the fiscal year and may not carryover. If an employee leaves employment prior to the end of the fiscal year, vacation time will not be paid out and has no value.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the 2021-2023 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

		2021-2023 Range				
		Minimum		2021-2022 Maximum	2022-2023 Maximum	
Tier I		\$144,000		\$164,500	\$167,800	
Tier II	a	\$112,000		\$124,900	\$127,400	
	b	\$73,500		\$107,700	\$109,900	
Tier III		\$48,500		\$62,600	\$63,900	
Tier IV						
		\$23.00 /hour	\$27.50 / hour w/ BA	\$30.00 / hour w / MA	\$33.00/hour	\$33.75/hour

Additional Compensation. A Tier I or Tier II employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee’s position with the District. If the Board or the Superintendent requires a Tier I, Tier II, or Tier III employee to work more duty days than the number identified in the employee’s notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee’s daily rate of pay or hourly rate of pay, as applicable. A Tier III employee who has earned a Masters Degree from an accredited college or university will annually receive a one thousand (\$1,000) stipend above the base salary, if the Board determines that the degree relates to the employee’s position with the District.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee’s daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay for a Tier I, Tier II or Tier III employee, the employee’s annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a

full-time Tier I, Tier II, or Tier III employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

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|-----------------------|------------------------------|
| 1. New Year's Eve Day | 6. Thanksgiving Day |
| 2. New Year's Day | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. One (1) Floating Holiday |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make

arrangements with the carrier to permit Tier I or Tier II employees to purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier and the District. Tier III or Tier IV employees may purchase additional coverage up to \$100,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.

- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to twenty (20) days of accumulated sick leave according to MN Statute 181.9413. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.
- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District

will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.

- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

Bereavement Leave. An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and equivalent in-laws. The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

Personal Leave. An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. The employee must obtain permission from his/her supervising administrator to take Religious leave on a given day.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. For Tier 1 and Tier IIa employees, the District shall provide a monthly allowance of Two Hundred Dollars and No Cents (\$200.00) for business use of the employee's private automobile, pursuant to M.S. §471.665, Subd. 1. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Tier II, Tier III or Tier IV employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. Coursework taken by a Tier I employee, hired prior to December 30, 2012, must be preapproved by the Superintendent to receive full tuition reimbursement. For Tier I employees hired after December 30, 2012, they are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement. Tier IV employees who hold a BA are eligible for up to five thousand dollars (\$5,000) in tuition reimbursement per school year for coursework towards a teaching license in a MN state approved graduate program.

Flexible Benefit Plan. The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$2,500 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program. The District will match up to \$4,250 per year for Tier I employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.

- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.
- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed forty thousand dollars (\$40,000) during the employee's entire period of employment with the District.

Post-Retirement Health Insurance Benefits for Tier I Employees. If a current Tier I employee as of July 1, 2021, was hired before January 1, 2010 and retires in good standing with at least fifteen (15) years of full-time employment with the District, the District will contribute up to sixteen thousand dollars (\$16,000) per year toward the cost of the employee's post-retirement health insurance for a period of seven (7) years after the employee retires, or until the employee becomes eligible for Medicare, whichever occurs first.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

ADDENDUM

This Addendum applies to the following employees in their current positions as indicated:

Michele Starkey (Community Education Senior Citizen Programs Coordinator)

Pursuant to an Order of the Bureau of Mediation Services, the positions held by the foregoing employees were excluded from the District-Wide Administrator's unit effective December 13, 2012. Accordingly, the terms and conditions of employment for such positions will be governed by the 2014-2015 General Terms and Conditions of Employment: Unaffiliated Specialists or Supervisory Employees ("Policy") and any subsequent such policy adopted by the School District. For the employees identified in this Addendum the following provisions also apply effective December 13, 2012:

1. **Position Elimination**

If the employee leaves the District because of a discontinued position he/she shall receive seven (7) days' pay at the current rate for each year of service in the District to a maximum of 130 days' pay.

2. **Vacation Pay**

The employees identified herein shall be paid a lump sum equal to their accrued unused vacation as of June 30, 2012. Such payment shall be made no later than 21 days from the date of this Addendum, and the payment shall be subject to applicable payroll withholdings and deductions.

3. **Post Retirement Health Insurance Benefits/Early Retirement**

For Michelle Starkey: If the employee reaches age 55 and has at least ten (10) years of continuous service in the District, he/she shall be eligible to continue participation in the District Group Medical/Hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The employee shall be responsible for the total cost of the premiums.

*The post-retirement health insurance benefits for Tier I employees in the Policy (page 7) shall have no application to the employees identified in this Addendum.

4. **Group Term Life Insurance**

The District will pay 100% of the premium for a group term life insurance policy with a death benefit of Fifty Thousand Dollars (\$50,000) for each full-time employee who qualifies for life insurance. Employees may purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier in the District.

*The Group Term Life Insurance provision in the Policy (page 4) shall have no application to the employees identified herein while this Addendum is in effect.

5. **Tuition Reimbursement**

The District will reimburse tuition costs for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to employees on leave.

*The Tuition Reimbursement provision of the Policy (page 6) shall have no application to the employees identified herein while this Addendum is in effect.

6. **Longevity Pay**

After ten (10) years of District service, the employees are eligible for a \$500 stipend; after fifteen (15) years of District service, the employees are eligible for a \$1000 stipend; after twenty (20) years, a \$2,000 stipend.

The provisions of this Addendum shall apply to each of the employees identified herein until they leave their current position or until termination of employment. Upon either of those events, this Addendum shall cease to have any application whatsoever to the employee, the position previously held by the employee, or to the terms and conditions of employment for subsequent employees hired to the position.

This Addendum does not constitute a precedent or past practice, nor shall it have any application to provisions or language in the School District's collective bargaining agreements or policies, except as specifically set forth herein.

Date of Addendum: _____