

**2023-2025-2027 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS TIER III**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists 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 Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists employees”:

- Tier III:
- a) Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor
 - b) Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture
 - c) CE Associates, Registered Behavioral Technician

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 1450 hours per year according to the notice of assignment issued by the District.

Step Placement/Advancement.

- a. New hires or employees who are assigned to a different position shall be placed at an initial step level, as determined by the School District, based on the employee's background and experience.
- b. Employees shall be eligible for step advancement, as determined by the School District, based on assessment of the employee's performance and completion of 1104 hours worked. Step advancement shall be determined on July 1 of each fiscal year. Employees hired prior to January 1 shall be eligible for step advancement on July 1. Employees hired after January 1 shall not be eligible for step advancement until July 1 of the following calendar year.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the ~~2023-2025~~ 2025-2027 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

2025.2026	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
III (a&b)	IIIa No BA	Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor	\$ 61,400	\$ 66,500	\$ 71,700	\$ 74,700
	IIIa BA		\$ 76,800	\$ 81,900	\$ 87,000	\$ 90,100
	IIIa MA+		\$ 80,900	\$ 86,000	\$ 91,100	\$ 94,200
	IIIb No BA	Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture	\$ 47,900	\$ 53,200	\$ 58,600	\$ 63,900
	IIIb BA		\$ 63,900	\$ 69,200	\$ 74,500	\$ 77,800
	IIIb MA+		\$ 68,200	\$ 73,500	\$ 78,800	\$ 82,000

2026.2027	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
III (a&b)	IIIa No BA	Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor	\$ 62,900	\$ 68,100	\$ 73,400	\$ 76,500
	IIIa BA		\$ 78,600	\$ 83,800	\$ 89,100	\$ 92,200
	IIIa MA+		\$ 82,800	\$ 88,000	\$ 93,200	\$ 96,400
	IIIb No BA	Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture	\$ 49,100	\$ 54,500	\$ 60,000	\$ 65,400
	IIIb BA		\$ 65,400	\$ 70,800	\$ 76,300	\$ 79,600
	IIIb MA+		\$ 69,800	\$ 75,200	\$ 80,700	\$ 83,900

2025.2026	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
IIIc	No BA	CE Associates	\$ 20.65	\$ 21.20	\$ 22.10	\$ 23.50
	BA+		\$ 21.65	\$ 22.20	\$ 23.10	\$ 24.50
	No BA	Registered Behavioral Technicians	\$ 23.40	\$ 24.50	\$ 26.05	\$ 29.25
	BA+		\$ 24.40	\$ 25.50	\$ 27.05	\$ 30.25
2026.2027	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
IIIc	No BA	CE Associates	\$ 21.10	\$ 21.65	\$ 22.60	\$ 24.00
	BA+		\$ 22.10	\$ 22.65	\$ 23.60	\$ 25.00
	No BA	Registered Behavioral Technicians	\$ 23.90	\$ 25.05	\$ 26.60	\$ 29.90
	BA+		\$ 24.90	\$ 26.05	\$ 27.60	\$ 30.90

Additional Compensation. If the Board or the Superintendent requires a 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 IIIc 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 III(a&b) Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment.
- C. \$5,000 total in the 15th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment

- D. An additional \$.50 per hour above the base hourly rate in the 5th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.
- E. An additional \$1.50 per hour above the base hourly rate in the 10th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.
- F. An additional \$2.50 per hour above the base hourly rate in the 15th year of employment under Unaffiliated III(c) 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 IIIa 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 IIIa 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 | 7. Thanksgiving Day |
| 2. New Year’s Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

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 their 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. Tier III 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. Sick leave may not be used to conduct personal business.
- b. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual

assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

- c. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.
- d. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.
- e. 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.
- f. 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 event for any death(s) that occurs in the employee's family. For purposes of this Agreement, family includes a spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews or the equivalent. The Superintendent may, in their 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, out-of-state funerals or other extenuating circumstances.

Personal Leave. An employee may take paid personal leave each school year according to the table below. The employee must obtain permission from their 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.

Annual Assigned Hours Thresholds	Personal Days Earned per Threshold Level	Maximum Annual Personal Days
1450 hours	3	3
1600 hours	2	5
1750 hours	5	10
Less than 1450	Prorated based on annual hours / 1450	< 3 days

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 their 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. 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 III employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. 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 III 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 their 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. **Effective July 1, 2026 the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program.**

- 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.

Minnesota Paid Leave.

1. **The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. Employees are covered under this new statute. Given that the statute may undergo multiple**

revisions during its implementation, this language allows all individuals to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.

2. Premium Contribution

- a. The Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.

3. Non-Supplementation of State Benefits

- a. The district has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
- b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
- c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.

4. Increments for Intermittent Leave

- a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.

5. Relationship to Federal FMLA

- a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

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 employee in their current positions as indicated:

Billie Jean Retzlaff (Behavior Analyst (Certified))

In 2023-2025 the Unaffiliated Terms and Conditions were divided into three distinct policies identified as Tiers. Tier III is for 184 day employees and / or hourly employees. The above employee was previously a Tier II employee eligible for additional compensation for a doctorate. This Addendum is to hold the employee harmless in the transition from Tier II eligibility to the Tier III classification. The terms and conditions of employment for this position will be governed by the 2025-2027 General Terms and Conditions of Employment: Unaffiliated Tier III Employees (“Policy”) and any subsequent such policy adopted by the School District. For the employees identified in this Addendum the following provisions apply effective July 1, 2023:

1. **Additional Compensation.** The identified employee 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.

The provisions of this Addendum shall apply to the employee 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.