

**SPECIAL EDUCATION DIRECTOR
EMPLOYMENT CONTRACT**

The School District, St. Anthony-New Brighton Independent School District No. 282, State of Minnesota, (herein called the District), enters into this agreement with **Michelle Dunaski**.

The following provisions shall apply and are part of this contract:

1. Duration

The term of this agreement shall be for period commencing on July 1, 2010, and expiring on June 30, 2012, or at such other time as otherwise provided herein. The district shall deliver notice of intention not to renew the contract sixty days prior to the expiration of the contract.

2. Duty Year/Day

Annually, the duty year is defined as a two hundred (200) day contract. Work days will be as mutually arranged between the Special Education Director and the Superintendent.

3. Leaves of Absence

3.1 *Personal Leave*

The Special Education Director may be absent from duty three (3) days during a full duty year, if necessary, to conduct personal business without loss in pay. Personal business is defined as an event which is important to the welfare of the employee and which can be conducted only during the duty day. Personal Leave is subject to the approval of the Superintendent of Schools. Before taking approved personal leave, the time and length of absence shall be designated.

3.2 *Sick Leave*

The Special Education Director shall be granted sick leave in the amount of 15 days per year for personal illness, or illness or death in the immediate family, accumulative to 180 days. Previously accumulated sick leave from her Occupational Therapist position with the district shall be carried over into this contract.

3.3 *Childcare Leave*

Subd. 1 The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption. In that case the employee should, upon learning of the date of adoption, submit a written application for a request of childcare leave to the School Board.

Subd. 2 Child care leave will commence at a date mutually agreed upon, not to exceed fifteen (15) calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement, the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the needs of the business office. The employee shall be reinstated to her original position as Special Education Director. In the case of childbirth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave.

Subd. 4 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions.

Subd. 5 The employee will be eligible for all provisions available under the Family Medical Leave Act. As with any other disability, sick leave may be used during the time of a childcare/maternity disability. In addition, any unused vacation may be applied either during or immediately following the period covered by Family Medical Leave Act.

3.4 *Bereavement Leave*

Upon advance notice and arrangement with the office of the superintendent, up to five days paid leave, non-cumulative, may be used by the Special Education Director for the attendance at or arrangement of the funeral of a spouse, child, parent or dependents. Up to three days leave, non-cumulative, may be used by the Special Education Director for attendance at or arrangement of the funeral of a brother, sister, step-child, grandparent, grandchild, spouse's parent, spouse's grandparent, brother-in-law, sister-in-law, niece or nephew.

3.5 *Other Leave*

The Superintendent may grant a leave of absence with or without pay for good and sufficient purposes.

4. Annual Holidays/Vacation

4.1 *Holidays*

The following shall be holidays:

New Year's Day - January 1

Martin Luther King Day (*or alternate day as assigned by the Superintendent*)

President's Day - third Monday in February

Memorial Day - last Monday in May

Labor Day - first Monday in September

Thanksgiving Day - fourth Thursday in November

Friday following Thanksgiving - fourth Friday in November

Christmas Eve Day - December 24

Christmas Day - December 25

5. Insurance

5.1 *Life Insurance*

A life insurance policy in the amount of twice the annual salary, with the addition of double indemnity for accidental death, will be provided by the School District.

5.2 *Income Protection*

Income Protection will be provided by the School District. There shall be a waiting period of ninety consecutive calendar days from the start of illness before benefits will begin. Benefits will be 66.67% of the gross annual salary to age sixty-five and follow the language in the district's long term disability plan.

5.3 *Health Insurance*

The school district shall provide a high-deductible health insurance plan coupled with a VEBA Trust and a District contribution to a VEBA account set up with the following provisions:

- a. Single coverage: The School District shall contribute an amount equal to that which is provided to the teachers (see Article X, Section C of the teachers' contract) per month

toward the cost of the basic single premium for the high-deductible plan. In addition, the School District will make a \$400 annual contribution to the employee's VEBA Account.

- b. **Dependent Coverage:** The School District shall contribute an amount equal to that which is provided to the teachers (see Article X, Section C of the teachers' contract) per month toward the cost of the dependent premium for the high-deductible plan. In addition, the School District will make an \$800 annual contribution to the employee's VEBA account.
- c. **Timing of Deposits:** Deposits to the VEBA accounts will be made on a quarterly basis for the first year and on a monthly basis thereafter.
- d. **Administrative Costs:** The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

5.4 *Dental Insurance*

A family dental insurance plan will be provided with the school district paying 90% of the cost of single coverage or family coverage, based on the coverage selected by the director. Any rate increase or decrease occurring during this contract period will be shared equally between the School District and eligible employee.

5.5 *Claims Against the School District*

The parties agree that any description of insurance benefits contained in this section are 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 section. It is 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 insurance carriers.

5.6 *Legal Liability*

Legal liability insurance covering the defense, settlement, and supplementary payments resulting from civil suit against the Special Education Director as a result of the performance of her duties shall be provided. The limit of the policy is \$1,000,000 per occurrence and is \$1,000 deductible.

6. Severance

6.1 *Tax Sheltered Annuity*

The employee may participate in a district matching annuity program as provided for in M.S. 356.24. If the employee elects to participate, she must notify the school district by October 1st of the school year of participation. After the employee initially elects to participate in the district matching funds program, she may change the contribution amount once per year. The annual district matching contribution will not exceed \$2,000. The maximum career district matching contribution is \$24,000.

6.2 *Severance Payment*

The Special Education Director shall be eligible for a severance payment up to fifty (50%) of the accumulated and unused sick leave if she has served the district for three (3) or more consecutive years. For purposes of severance payment, sick leave accumulated during her position as Occupational Therapist will not be applicable and will not be used to calculate severance payment.

6.3 *Health/Medical Insurance*

The employee shall be eligible for the early retirement health/medical insurance program established in this agreement after completing fifteen (15) consecutive years of full-time service

provided the employee has reached the age of fifty-five (55) and until the age of Medicare eligibility.

The School District shall contribute according to Article V, Section 3, single coverage only up to a maximum of seven years or Medicare eligibility, whichever comes first.

1.1 Four years of health insurance

1.2 An additional one year of health insurance if the employee has accumulated 20 years of service.

1.3 An additional one year of health insurance if the employee has accumulated 25 years of service.

1.4 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 25 years of service.

7. Salary

The Special Education Director shall be paid a base annual salary of \$81,370 for the 2010-11 and the 2011-12 school year.

8. Other Provisions

8.1 *School Closing*

In the event school is closed the employee will be expected to work.

8.2 *Performance Appraisal*

The Superintendent shall establish and implement an employee performance appraisal system.

This system shall include the establishment of goals and objectives, the delegation of specific review responsibilities, the development of specific written appraisals, and appropriate participatory meetings. Performance appraisals shall be completed at least annually, be in

writing, and state the level and adequacy of performance by the employee in all areas of her activity and responsibility. At the time of the appraisal, the Superintendent shall provide a copy of the written evaluation and present an explanation.

8.3 *Discipline/Termination for Just Cause*

The Superintendent may impose disciplinary action on the employee for just cause. Examples of just cause include, but are not limited to incompetence, misconduct, theft of District property, and negligence. Disciplinary action normally takes the form of oral reprimand, written reprimand, suspension, demotion or dismissal. However, dependent upon such circumstances of an employee's activity, the disciplinary procedure may commence with any of the preceding actions.

This contract may be terminated immediately for just cause. In the event of a proposed termination, except for emergencies, the Special Education Director shall be given ten days' notice of any proposed action by the School Board. At the time of said notice, the Special Education Director shall be provided with a written description of the facts and claims against the Special Education Director. In the event the Special Education Director objects to the proposed just cause, arbitration may be requested.

The Special Education Director must submit a demand for arbitration within fifteen calendar days of receipt of the School Board's notice of proposed termination for cause.

The parties shall attempt to agree on an arbitrator; however, if such an agreement is not reached within ten days, either party may request the Bureau of Mediation Services to submit a list of five arbitrators. The parties shall agree on a process wherein each shall strike two arbitrators from the list of five. The decision of the arbitrator shall be final and binding.

Once selected, the arbitrator shall set the time and place for the hearing, determine the method of procedure and make all necessary rulings. The expense and fees of the arbitrator shall be borne jointly by the parties to this agreement.

8.4 *Professional Dues*

The District shall pay dues for organizational memberships as required, directed, or permitted by the School Board.

8.5. *Tuition Reimbursement*

The District shall pay reimbursement of tuition for post-secondary course work which pertains directly to the position when pre-approved by the Superintendent.

8.6 *Car Allowance*

Subdivision 1. The School District shall reimburse the Special Education Director for business use of the Director's private automobile at the Internal Revenue Service allowable rate pursuant to M.S. 471.665, Subd. 1.

IN WITNESS, we hereby affix our signatures on the dates indicated.

This contract shall be effective only upon signature of the officers of the School Board after authorization for such signature was taken by the School Board in appropriate action recorded in its minutes.

Date _____

Date _____

Independent School District 282

Rod Thompson, Superintendent

Michelle Dunaski, Special Education Director

Barry Kinsey, Board Chairperson

Don Siggelkow, Board Clerk