

GREENWAY SPECIAL EDUCATION DIRECTOR CONTRACT

JULY 1, 2025 to JUNE 30, 2027

TERMS AND CONDITIONS OF EMPLOYMENT

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #316

GREENWAY PUBLIC SCHOOLS

and

KATIE HEIMDAL

This Special Education Director contract is entered into by the Board of Education of Independent School District 316 Greenway Schools, hereafter referred to as "The Board"; and Independent School District 316.

STATEMENT OF POLICY

The Board and the Special Education Director have mutual goals; to provide an educational program of excellence to the children of Independent School District 316 Public Schools, and to maintain a school operation that is efficient and equitable to the clientele and patrons of Independent School District 316.

The Board believes that its professional educators have the expertise which the Board needs, in the formulation and implementation of the policies designed to maintain a program of instructional excellence.

Therefore, the Board and the Special Education Director have reached the understanding, which is confirmed in this contract, as follows:

PROFESSIONAL RESPONSIBILITIES

It shall be the responsibility of said Director covered by this agreement to discharge their responsibilities to the Board, the faculty, and students of the school system according to the job specifications for this position, and in a manner which exemplifies the fullest professional concern for the clientele and educational program of the school district.

It shall be the responsibility of said Director to be informed on school district affairs so that the Board shall have the benefit of professional recommendations concerning the decisions that must be made. To this end, the Board shall keep the Director informed by supplying him/her with financial reports indicating budget, expenditure, and encumbrance status of their area of responsibility and the total district, agendas and minutes of Board meetings, and special reports.

The Board shall expect said Director to make recommendations concerning policies, implementing decisions and problem areas, and shall meet with the Director to secure these recommendations on a quarterly basis and on such other times as The Board deems necessary.

While the Special Education Director shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school district's or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if as solely determined by the School Board, such activities do not impede the Special Education Director's ability to perform the duties as assigned. However, the Special Education Director may not engage in other employment, consultant services, or other activity for which a salary, fee or honorarium is paid without the prior approval of the School Board.

Consistent with Rule 3512.4000, subpart I, of the Minnesota Administrative Code, the Special Education Director shall furnish throughout the life of this contract a valid license to act as a Director of Special Education in the State of Minnesota.

TERMS OF EMPLOYMENT

The Special Education Director's duty year shall be for the entire 12-month, 260 day contract year as provided herein and the Special Education Director shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Special Education Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with the School Board administrative policy.

CONFERENCES, MEETINGS & DUES

The District shall expect the Special Education Director to be up-to-date on the knowledge and technology of the profession. The Special Education Director is encouraged to belong to and participate in appropriate professional education and civic organizations where such membership will serve the best interests of the School District. To facilitate this, the District will:

- (a) Pay all legally valid expenses and fees for the Special Education Directors attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or permitted by the School Board. The Special Education Director shall periodically report to the School Board information relative to such meetings and conferences attended. The said Director shall submit itemized expenses to be processed and approved per the Districts travel policy.

VACATION

The Special Education Director covered by this agreement shall earn twenty (22) days of annual vacation each contract year.

Said Director is allowed to bank only up to 10 days of vacation per contract year. He/she shall be allowed to accumulate vacation days to a limit of forty (40) and he/she shall receive one payment in full for his/her accumulated vacation days when requested upon leaving the district. 100% of the payment will be deposited into the Health Care Savings Plan. The Special Education Director shall receive paid no-work holidays according to Appendix B, which are part of their 260 day work year as described in above terms of employment.

For those weeks when school is not in session, said Director shall set up a work and vacation schedule, which is satisfactory to the superintendent and the Director.

If, during the school year, said Director is forced to leave the job for an extended period of time for personal reasons, (sickness, etc., excluded) this time off, if approved, will be charged against vacation time.

All absences must receive prior approval from the Superintendent's office. Absences taken without the Superintendent's approval are subject to the district's Employee Discipline policy.

CONTRACT NEGOTIATIONS

On or before 120 calendar days prior to the expiration of this Special Education Director Contract, the Board and the Special Education Director shall begin to meet and confer for the purpose of up-dating and improving the contract.

The Board and the Special Education Director shall meet and confer at regularly scheduled intervals, during this period, at times and places cooperatively arranged. The Board and the Special Education Director will have as a mutual goal that of agreeing to the terms of the new contract on or before the expiration date.

APPENDIX A - SALARIES

The Special Education Director shall be paid an annual salary of \$117,800 for FY26. FY27 TBD. The annual salary may be modified but shall not be reduced during the term of this contract. The salary shall be paid in 24 equal installments during the contract year.

APPENDIX B – FRINGE BENEFITS

- A. **Hospital and Medical Insurance.** The School District shall pay eighty percent (80%) of the premium for group hospital and medical insurance, and the employee shall pay twenty percent (20%) of the premium of the Health Plan in effect. VEBA/HSA deductible will be paid at 80% by the district. The employee is responsible for the remaining 20% as an out of pocket expense.
- B. **Dental Insurance.** The District shall provide and pay eighty percent (80%) of the entire premium for the Delta Dental Plan; the employee shall pay twenty percent (20%) of the premium for the Delta Dental Plan.
- C. **Group Life Insurance.** The School District shall pay the entire premium for the present group life insurance in the amount of two times the salary amount for the Special Education Director of School District 316. Additional supplemental Life insurance is available at the employee's expense. Accidental death and dismemberment benefit is included.
- D. **Long-Term Disability Insurance.** The School District shall pay the entire premium for the Special Education Directors long-term disability insurance policy with a 60 day waiting period.
- E. **ESST Leave.** Twelve days ESST leave per year cumulative to 90 days. Said employee will be able to use sick leave for serious family illness, accident or injury. Family is defined under The Death in Family section.
- F. **Parental Leave:** The Board shall grant an unpaid leave to any employee requesting such leave for the purpose of birth or adoption regardless of the employee's marital status. The employee and his/her supervisor shall mutually agree on a reasonable choice of when the parental leave starts. The effective beginning date of such leave and its duration shall be submitted, in writing to the Superintendent with such reasonable advance notice as is available to the employee. In making a determination concerning the commencement and duration of parental leave, the Board shall not be required to: (1) Grant parental leave which is more than six (6) months in duration and (2) Permit the employee to return to employment prior to the return date designated in the request for parental leave. When on parental leave, the Board pursuant to this policy shall notify the said Director of the Board's actions in writing. For the duration of the parental leave, the Board shall provide and pay for health coverage under the group health insurance plan.
- G. **Maternity Leave:** If the reason for leave is occasioned by pregnancy, the employee shall have the option to utilize sick leave and/or income protection insurance, as permitted by the insurance carrier, for disabilities related to pregnancy or childbirth and the recovery there from. Maternity leave of absence shall be granted to employees on probationary or permanent status when requested, provided however, the Board may require that the employee provide a doctor's certificate as evidence of an inability to work. Following childbirth, and upon the employee's signifying her intent to return to work, the Board may require that the employee produce medical certification releasing said employee to a return to work duty. An employee returning from parental leave or maternity leave, within the provisions of this Section, shall retain all accrued per-leave benefits, all previous seniority credit for pay purposes, and any unused leave time accumulated at the commencement of the leave and any unused sick leave time remaining after a maternity leave. Further, such employee shall be reemployed in the same position the employee held prior to such leave. In the event said position is no longer available due to a reduction in hours or the elimination of the position, the employee shall be reemployed the date determined under this section shall constitute grounds for termination, unless the Board and employee agree to an extension of the leave

- H. **Family Medical Leave:** The District will implement the Federal Medical Leave Act to the maximum extent permissible when requested by the employee.
- I. **Death in Family:** Absence of three days or more if needed, without loss of pay shall be allowed a principal in the case of death in the immediate family. Immediate family shall be defined as a brother, sister, son, daughter, father, mother, guardian, foster parent, wife, husband, father-in-law, mother-in-law, son-in law, daughter-in-law, grandchildren, and grandparents of either the Special Education Director or his/her spouse.
- J. **Holidays.** The following days shall be considered as paid no work holidays.
1. Labor Day
 2. Thanksgiving Day and the Friday following Thanksgiving Day.
 3. New Year's Eve & New Year's Day,
 4. President's Day.
 5. Good Friday and Easter Monday.
 6. Memorial Day
 7. Juneteenth
 8. 4th of July (Independence Day)
 9. Christmas Day and Christmas Eve
- K. **Indemnification and Provision of Counsel:** In the event that an action is brought or a claim is made against the Special Education Director arising out of or in connection with the Special Education Directors employment and said Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
- L. **Claims Against the School District:** The eligibility of the Special Education Director, dependents or beneficiary for insurance shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer if insurance benefits if the School District has purchased the policies and paid the premiums described herein.
- M. **Mileage:** The School District shall compensate the Special Education Director for business use of personal vehicle at the IRS approved rate pursuant to M.S.471.665, Subd. 1.
- N. **Health Care Savings Plan:**
The Special Education Director will be provided a District contribution to a Health Care Savings Plan in the following manner: The district will contribute the specified amount per individual as noted, annually (pro-rated to 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account. This contribution will continue as specified, annually, for the duration of active employment as the ISD 316 Special Education Director. The Special Education Director shall have \$4,000.00/year placed in the Health Care Savings Plan for the 2025-2027 contract period. The \$4000.00 will be paid in 24 pay periods each fiscal year. In the event of the employees death, all contributions cease and the balance of the benefit will become that of that defined beneficiaries or the estate of the deceased.
- O. **Deferred Compensation Plan:**
The Special Education Director will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd-15, School District Policy, and otherwise provided by law. The District agrees to provide up to a \$4,500 403b match annually for the duration of this contract.

TERMS OF CONTRACT

This administrative contract shall be in effect from July 1, 2025, to June 30, 2027.

In the event that a new contract has not been ratified by both the Board and the Special Education Director at the end of this contract year, the existing contract shall remain in effect until a replacement contract is ratified. If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective only upon signatures of the Special Education Director and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

_____ Date

_____ Date

Chair or Vice-Chair, Board of Directors

Special Education Director

Clerk, Board of Directors