

BASE LANGUAGE FOR SPECIAL ED DIRECTOR CONTRACT
CONTINUING CONTRACT FORMAT
Prepared for MASA and MASE Members (August 2006)

Important Notes Regarding This Base Language:

- 1) The base contract language in this document is designed to reflect the provisions that would generally be desirable for a Minnesota Special Education Director. It is important to keep in mind, however, that each employment situation is unique. Each Special Ed Director should consider what modification of this base language is appropriate for his/her *unique* circumstances. MASA and MASE members are encouraged to contact MASA's Executive Director, and may want to consult with legal counsel, before entering into an employment contract.
- 2) The base language in this document is designed for a Special Ed Director's individual contract with a district, rather than a situation in which the Special Ed Director is covered by a master agreement between the district and a group of employees.
- 3) This base language contemplates an employment relationship in which the Special Ed Director will have continuing contract rights pursuant to Section 122A.40 of Minnesota Statutes and Rule 3512.4000, subpart 1, of the Minnesota Administrative Code. Alternative base language is available for situations in which a Special Ed Director wants to voluntarily waive his/her continuing contract rights.
- 4) The manner in which a Special Ed Director can exercise continuing contract rights will be dependent on a variety of factors, including whether the Special Ed Director is employed by an individual school district, a joint powers district, or a special education cooperative, in which case the exercise of continuing contract rights is ordinarily governed by Section 123A.33 of Minnesota Statutes.

The School Board of Independent School District No. _____, _____, Minnesota ("District") enters into this agreement with _____ ("Special Education Director"), a licensed director of special education, who agrees to perform the duties of Special Education Director of the District.

The District and the Special Education Director agree as follows:

I. Applicable Statute:

This agreement is entered into between the District and the Special Education Director in conformance with Minn. Stat. § 122A.40.

II. Licensure:

Consistent with Rule 3512.4000, subpart 1, of the Minnesota Administrative Code, the Special Education Director shall furnish a valid license to act as a director of special education in the State of Minnesota.

III. Duration, Termination, and Mutual Consent:

1. Duration.

This contract is subject to the provisions of Section 122A.40 of Minnesota Statutes, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, and discharge for cause of continuing contract teachers. This contract shall remain in full force

and effect unless it is terminated as provided by law pursuant to Section 122A.40 of Minnesota Statutes, or unless it is terminated or modified in writing by mutual consent of the District and the Special Education Director.

2. Termination.

The District may terminate the Special Education Director's employment only pursuant to and consistent with Section 122A.40 of Minnesota Statutes.

3. Mutual Consent: This contract may be terminated at any time by written mutual consent of the parties.

IV. Duty Year and Leaves:

1. Basic Work Year.

The Special Education Director's duty year shall be for ___ duty days, which shall be the number of days used to calculate the Special Education Director's daily rate of pay. The Special Education Director shall perform services on all days Monday through Friday except approved legal or District holidays. The Special Education Director shall be on duty during any emergency unless otherwise excused in accordance with applicable District policy.

2. Vacation.

The Special Education Director shall earn ___ days of paid vacation each year, credited in full on July 1st of each year. Upon termination of employment, the Special Education Director shall be entitled to payment, at the Special Education Directors' then-existing daily rate of pay, for any unused accumulated vacation days.

3. Holidays.

The Special Education Director shall be entitled to _____ paid holidays each year as designated by the School Board.

4. Sick Leave.

The Special Education Director shall earn paid sick leave at the rate of ___ days each year, credited in full as of July 1st of each year. Upon termination of employment, the Special Education Director shall be entitled to payment, at the Special Education Directors' then-existing daily rate of pay, for any unused accumulated sick leave.

5. Emergency Leave.

The Special Education Director may be granted paid emergency leave at the discretion of the School Board.

6. Bereavement Leave.

The Special Education Director shall be granted bereavement leave for a death within the Special Education Director's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the School Board Chair. Days utilized will not be deducted from sick leave.

7. Disability.

If the Special Education Director is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the District shall provide additional paid sick leave at a salary equal to ____ percent of the Special Education Director's regular salary until the expiration of the waiting period for long term disability insurance.

8. Medical Leave.

The Special Education Director may be placed on suspension and/or leave of absence for health reasons only pursuant to and consistent with Section 122A.40, Subd. 12, of Minnesota Statutes.

V. Insurance:

1. Health, Hospitalization, and Dental.

The District shall provide the Special Education Director and the Special Education Director's dependents with health and hospitalization and dental insurance coverage under the District's Groups plans, at the expense of the District.

2. Life Insurance.

The District shall provide a group term life insurance plan providing \$_____ of coverage for the Special Education Director, payable to the Special Education Director's named beneficiary, at the expense of the District.

3. Short and Long Term Disability Insurance.

The District shall provide, at the District's expense, short and long term disability coverage for the Special Education Director in the District's group plans.

4. Liability Insurance.

The District shall provide, at District expense, liability insurance naming the Special Education Director as an insured, along with the District, in an amount not less than that which is required by law for the District.

5. Insurance Policies Govern.

The eligibility of the Special Education Director, or the Special Education Director's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

1. Retirement Plans.

The Special Education Director will be eligible to participate in all retirement plans permitted by law, including but not limited to 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, and District policy and as otherwise provided by law. The District shall pay the employer match at the statutory maximum amount.

2. Conferences and Meetings.

The District shall pay all legally valid expenses and fees for the Special Education Director's 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 relative to all meetings and conferences attended. The Special Education Director shall file itemized expense statements to be processed and approved as provided by law.

3. Dues.

The Special Education Director is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as are required, directed, or permitted, by the School Board. The Special Education Director shall present appropriate statements for approval as provided by law.

VII. Salary:

The Special Education Director shall be paid an annual salary of \$ ____, ____, for the 20__ - 20__ school year. The parties shall try to agree by April 1 of each year on the amount of the salary for the following year. The annual salary may be modified, but shall not be reduced. The salary shall be paid in __ equal installments during the year.

VIII. Payment and Continuation of Benefits Upon Termination of Employment

Upon conclusion of the Special Education Director's employment for any reason, the District shall pay the Special Education Director or the Special Education Director's named beneficiary(ies) _____,¹ and the District shall provide the Special Education Director and the Special Education Director's dependents with health and hospitalization and dental insurance coverage under the District's Groups plans, at the expense of the District, for the period of _____.

IX. 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 Director's employment, and the Special Education Director is acting within the scope of employment or official duties, the 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 District shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

¹ It is important to note that, under Section 465.722 of Minnesota Statutes, severance pay is restricted for "highly compensated employees." A highly compensated employee is an employee with estimated annual wages that are greater than 60 percent of the governor's annual salary and equal to or greater than 80 percent of the estimated annual wages of the second highest paid employee of the district. Severance pay for such employees is ordinarily limited to an amount equivalent to six months of wages. Payments for unused accumulated vacation and unused accumulated sick leave do not count toward this six-month cap.

X. Severability

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 recorded in its minutes.

IN WITNESS WHEREOF, I have
subscribed my signature this
____ day of _____, 20__.

Special Education Director

IN WITNESS WHEREOF, I have
subscribed my signature this
____ day of _____, 20__.

Chair

Clerk