EMPLOYMENT CONTRACT SPECIAL SERVICES DIRECTOR

The School Board of Independent School District No.318, Grand Rapids, Minnesota ("School District") enters into this agreement with Justin Sundquist ("Special Services Director"), a licensed director of special education, who agrees to perform the duties of Special Services Director of the District.

The District and the Special Services Director agree as follows:

I. Applicable Statute:

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

II. Licensure:

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

III. Duration and Termination

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 Services Director.

2. Termination.

The district may terminate the Special Services 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 Services Director's duty year shall be for the entire 12-month contract year as provided herein. The Special Services Director shall perform services on all days Monday through Friday except approved legal or District holidays. The Special Services Director shall be on duty during

any emergency unless otherwise excused in accordance with applicable District policy. Calculation of the daily rate of pay will be annual salary divided by the number of Monday through Friday days in the fiscal year.

2. Vacation.

The Special Services Director shall accrue 25 days of paid vacation each full year, credited in full on July 1st of each year. The Special Services Director may accrue unused vacation up to a maximum total accrual of 50 days. The Special Services Director may submit for pay at a per diem rate not to exceed 5 vacation days per year. All other unused vacation leave shall be forfeited at the end of a fiscal year (June 30). Upon termination of employment, the Special Services Director shall be entitled to payment for accrued, unused vacation leave, unless the Special Services Director has been proposed for termination under Minnesota Statutes §122A.40. The daily rate of pay in effect on the Director's last day of employment shall be used to calculate the amount of payment due the Special Services Director.

3. Holidays.

The Special Services Director shall be entitled to 13 paid holidays each year as indicated below:

New Year's Day
Martin Luther King Jr. Day (when school is not in session)
President's Holiday (when school is not in session)
Good Friday
Easter Monday (when school is not in session)
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
The day after Thanksgiving (when school is not in session)
Christmas Eve Day
Christmas Day
Floating holiday between Christmas Day and New Years Day

Legal holidays falling on Saturday or Sunday will be observed on Friday or Monday, as determined by the School District.

4. Sick Leave.

The Special Services Director shall accrue paid earned sick and safe leave at the rate of 12 days each full year, credited in full as of July 1st of each year or upon date of hire. Sick leave shall accumulate without limitation. Sick leave may be used for the family members and usage reasons indicated in Minnesota's earned sick and safe time law. Upon termination of

employment, the Special Services Director shall not be entitled to payment for accrued, unused sick leave.

5. Emergency Leave.

The Special Services Director may be granted short-term paid emergency leave at the discretion of the Superintendent.

6. Bereavement Leave.

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

V. Insurance:

1. Health, and Hospitalization Insurance.

The School District shall offer the Special Services Director single or family health/hospitalization insurance, as provided under the School District's group plans. If the Special Services Director is enrolled in a School District group health/hospitalization plan, the School District shall pay 100% of the cost of the premium for single coverage. The School District will pay 90% of the cost of the premium for family coverage, except that at no time shall the District be responsible for contributions toward the premium for family coverage in an amount exceeding 100% of the premium during the immediately preceding plan year. To the extent the cost of insurance premiums exceeds the School District's contribution, the Special Services Director shall be responsible to pay the cost of the monthly premiums through payroll deduction.

The health insurance plan is a high deductible health plan with a Health Savings Account (HSA). The single plan will have the minimum required deductible to offer an embedded deductible plan. The family deductible will be double the single deductible. A HSA will be included in the plan. The District will contribute 50% of the deductible per year for each single and family plan. The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductibles will be double the single.

HSA contributions will be prorated for partial years of service, partial years on the plan, or movement mid-year between single or family plans. Proration will be calculated by taking the annual contribution and dividing

by 12 months in the year. The employee will receive that calculated monthly amount for each month they are enrolled in the plan, at the level they are enrolled in (single or family). In the event the District decides to change the medical plan year and a shortened medical plan year is needed to implement the new plan year, the District will contribute the full years HSA contribution for the partial year.

2. Life Insurance.

The District shall provide a group term life insurance plan providing $150,000 of coverage for the Special Services Director, payable to the Special Services Director's named beneficiary. The premiums for such insurance shall be paid by the School District.

3. Long Term Disability Insurance

The District shall provide, at the District's expense, long term disability coverage for the Special Services Director in the District's group plan.

4. Liability Insurance.

The District shall provide, at District expense, liability insurance covering the Special Services Director, 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 Services Director, or the Special Services 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 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 of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

1. Retirement Plans.

The Special Services 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 School District will make contributions to the Special Services Director's 403(b) or 457 plan in the form of a dollar-for-dollar match to the

Special Services Directors elective deferrals, up to a maximum of $3,000 in each Contract year (July 1 through June 30).

2. Health Care Savings Plan

The School District will contribute $1,000 each Contract year during which the Special Services Director is actively employed with the School District (pro-rated based on 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the Special Services Director.

3. Conferences and Meetings.

The District shall pay all legally valid expenses and fees for the Special Services 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 Services Director shall periodically report to the School Board relative to all meetings and conferences attended. The Special Services Director shall file itemized expense statements to be processed and approved as provided by law.

4. Dues

The Special Services 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 Services Director shall present appropriate statements for approval as provided by law.

VII. Salary:

The Special Services Director shall be paid a prorated annual salary of $135,000, for the 2025-2026 school year (July 1 through June 30). The Special Services Director shall be paid an annual salary of $138,100, for the 2026-2027 school year. Annual salary shall be paid in equal installments during the year.

VIII. Career Increments

Career Increments shall be added to each Special Services Director's salary who has served in the district as the Special Services Director for at least the number of years designated according to the following schedule:

3 years:	$4,000
5 years:	$5,500
7 years:	$7,000
9 years:	$8,500
11 years:	$10,000

IX. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Special Services Director arising out of or in connection with the Special Services Director's employment, and the Special Services 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 herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

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 Services 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 22 DAY OF January, 2026.

Justin Sundquist
Special Services Director

IN WITNESS WHEREOF, I HAVE SUBSCRIBED MY SIGNATURE THIS 15th DAY OF DECEMBER, 2025.

Chair

Clerk