



Jordan School District #717  
Special Meeting Minutes

Monday, November 25, 2013 at 6:40 PM  
Special Meeting  
Jordan Public Schools  
500 Sunset Drive; Suite 3  
Jordan, MN 55352

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1. Payroll & Benefits Specialist
2. Robotics Coach - Paul Wellis

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date



**CONTRACT**

between

Independent School District No. 717  
Jordan, Minnesota

And

Payroll and Benefits Specialist

## **AGREEMENT**

This agreement is entered into between the Jordan School District and the employee serving as payroll and benefits specialist.

### **ARTICLE I** **DEFINITIONS**

#### **Section 1. Terms and Conditions of Employment:**

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

#### **Section 2. School District:**

For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

#### **Section 3. Benefits Eligibility:**

Eligibility for benefits: To qualify for benefits employees must be employed for 20 hours weekly for 35 weeks yearly. Benefits will be prorated off of 2080 hours yearly, unless specifically stated otherwise in a particular benefit. All benefits that require carrier approval must meet the carrier criteria.

#### **Section 4. Other Terms:**

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

### **ARTICLE II** **COMPENSATION**

#### **Section 1. Wage Schedule:**

**Subd. 1.** The Payroll/Benefits Specialist shall be paid an annual base salary of \$40,000 for the 2013-2014 school year (pro-rated for 2013-2014). The annual contract 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.

### **ARTICLE III** **GROUP INSURANCE**

#### **Section 1. Selection of Carrier:**

The selection of the insurance carrier and policy shall be made by the school district as provided by law.

#### **Section 2. Claims Against the School District:**

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 an insurance carrier.

Section 3. Duration of Insurance Contribution:

An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

Section 4. Long Term Disability Insurance:

The district shall provide LTD insurance for eligible employees as long as the district employs them. The LTD plan will be the one used by the Jordan Education Association.

Section 5. Term life Insurance:

The district shall provide term life insurance, using the same plan the district used with the JEA. The amount of insurance shall be according to the following formula based off 2080 hours yearly:

76-100% of 2080 hours equals \$20,000 insurance.

50-74% of 2080 hours equals \$10,000 insurance.

33-49% of 2080 hours equals \$5,000 insurance.

**ARTICLE IV**  
**LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Employees shall receive 12 days of sick leave yearly, prorated according to Sec. 3 of Art.I.

Subd. 2. Unused sick leave days may accumulate to a maximum of 1,000 hours, prorated.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability of the employee which prevented the attendance and performance of duties on that day or days.

Subd. 4. Sick leave shall be deducted from the accrued sick leave hours earned by the employee. An employee, who has exhausted their sick leave days, will have any additional days missed deducted from their pay at their hourly rate. Days used for sick leave, above that eligible for, must be approved in advance by the supt. The decision of the superintendent to grant additional days is final.

Subd. 5. Wellness Payment: Employees using 5 days or less of sick leave may, at the end of the school year for school year employees and at the end of the fiscal year for 12 month employees, request to sell back those days at their daily rate, not to exceed \$110.00 daily. Days sold back will be deducted from the employee's accumulated sick leave as specified in Article IV, Sec. 1, Subd. 2. The wellness payment will be prorated for part time employees.

Section 2. Personal Leave:

Subd. 1. Each employee shall be granted one day of paid personal leave yearly and one day of unpaid leave. Personal days may only be taken in half-day or full day increments.

Subd. 2. Limitations:

Personal days may not be taken on the first or last day of school. The superintendent or his designee must approve all personal days.

Subd. 3. Personal day requests must be made at least 3 days in advance, except in case of an emergency.

Section 3. Family Illness Leave/Bereavement Leave:

Subd. 1. Five days per year, non-accumulative, shall be available to each employee for a combination of family illness leave and bereavement leave. Family illness leave may be used because of the serious illness of an employee's spouse, parent or adult child, or the illness of a minor child. Bereavement leave may be used because of the death of an employee's spouse, child, sibling, spouse's parent, parent, or others who may have a particularly close relationship to the employee.

Subd. 2. An employee shall provide as much prior notice of intent to use family illness leave or bereavement leave, as possible.

Subd. 3. Additional days of family illness leave or bereavement leave may be granted at the discretion of the superintendent. These additional days will be deducted from the employee's accumulated sick leave bank, or if the bank is exhausted, granted with no pay.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave time, which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick-leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act, and who elects to receive sick-leave pay pursuant to this policy, shall submit his/her Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Section 5. General Leave:

Subd. 1. An employee in the School District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the School District.

Subd. 2. The employee shall not accrue seniority or experience credit for the period of this leave.

Subd. 3. Applications for general leave shall be submitted in writing to the School District as soon as possible.

Section 6. Administration of Leaves:

When the school district has reason to believe that a pattern of conduct suggests that any leaves are being abused, investigation may be necessary for the benefit of all concerned. As part of such investigation, the district may prospectively require a doctor-signed certificate of any employee claiming sick leave.

**ARTICLE V**  
**HOURS OF SERVICE**

Section 1. Building Hours:

The assignment of hours may vary from building to building. The superintendent or his/her designee will set hours.

Section 2. Emergency School Closing:

Employees will be expected to work on days school is closed, unless the superintendent grants permission otherwise. If a day of work is lost due to school closing, the employee will have the option of making the day up either that day or at a later day, or receiving no pay. If the day is made up the work will either be in their own area, or if this is not possible, other work in the district will be assigned.

**Article VI**  
**HOLIDAYS & VACATIONS**

Section 1. Holidays:

Subd. 1. 12 month employees: There will be 11 paid holidays for 5 day, 52 week employees. Employees working less than 8 hours daily will receive holiday pay according to the number of hours worked daily.

Subd. 2. Eligible holidays are: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and one floating holiday approved by the superintendent.

Subd. 3. Should it be necessary for the school to hold school on any of the designated holidays, another day will be substituted by the district.

Section 2. Vacation:

Subd. 1. Full time employees working 5 days, 52 weeks yearly are eligible for the full amount of vacation. Part time employees will have vacation pro-rated from 2080 hours.

Subd. 2. All vacation days must be approved in advance by the superintendent. The decision of the superintendent is final.

Subd. 3. Vacation earned in one fiscal year, must be used within 6 months of the year earned, or it will be forfeited.

Subd. 4. Vacation Schedule:

10 days beginning 1st year of employment

12 days beginning 8th year of employment

15 days beginning 11th year of employment

20 days beginning 16th year of employment

Vacation is based off 2080 hours, yearly. Any employee using their vacation during the year, but who terminates their employment prior to completion of the 2080 hours will have their used, but unearned vacation deducted from their final paycheck, pro-rated from 2080 hours.

**ARTICLE VII**  
**DEFERRED COMPENSATION & SEVERANCE**

Section 1. Deferred Compensation:

Subd. 1. Matched deferred compensation is available to all beginning their sixth (6<sup>th</sup>) year of employment in the District. Matched deferred is pro-rated off a 2080 hours work year.

Subd. 2. Employees must use the deferred compensation election during the election period or lose it. The District shall pay its share of FICA taxes on the matching amount. The District shall match employee contributions as follows:

0- 5 years of service in district 717	No Match
6-10 years in district 717	\$750
11-20 years in district 717	\$1,000
21-26 years in district 717	\$1,250
27+ years in district 717	\$1,500

Subd. 3. District cap: \$18,000

Subd. 4. All deferred compensation costs to the district during the period of this contract shall be costed in to the settlement package in the subsequent agreement between the parties.

Subd. 5. After ten years of service with the district, the employee will be eligible for up to \$2,000 in payment for unused sick leave. This will be paid at a rate of \$2.00 per hour for each unused hour. After 15 years of service the employee will be eligible for up to \$2,250 in payment at the rate of \$2.25 per hour. After 20 years of service the employee will be eligible for up to \$4,000 in payment at the rate of \$4.00 per hour.

**ARTICLE VIII**  
**DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

**Section 1. Probationary Period:**

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse, insofar as suspension, discharge or other discipline is concerned. The district may extend the probationary period up to an additional six (6) months with notification to the employee.

**Section 2. Completion of Probationary Period:**

An employee who has completed the probationary period may be disciplined or discharged only for cause. The termination of an employee will normally follow the progressive discipline steps of:

1. Formal verbal warning
2. Written warning
3. Suspension without pay
4. Termination

This contract is effective December 9, 2013-June 30, 2014.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

District Payroll/Human Resources Specialist

Jordan Public Schools  
District No. 717

\_\_\_\_\_  
Katherine Pekarna-Damlo

\_\_\_\_\_  
Deb Pauly, Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Sandy Burke, School Board Clerk

Date: \_\_\_\_\_



## EMPLOYEE DATA SHEET

**Employee:** Katherine Pekarna-Damlo **Date Offer Accepted:** 11-19-13

**Job Title:** Payroll & Benefits Specialist **Indicate:**  
 Full-time / Part-time / Seasonal / Temporary Full-time

**Hiring Supervisor:** Matt Helgerson **Location:** District Office

**PERSONNEL ACTION**

\_X\_ NEW HIRE **BOARD APPROVED ON:** 11/25/13

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
Shakopee Public Schools	Human Resources Assistant	Assist and manage HR duties	2007-2013

<b><u>BEGINNING CONTRACT DATE 12/9/13</u></b> (First Day of Work/Seniority Date of Record) PAY RATE ANNUALLY \$40,000	<b><u>ENDING CONTRACT</u></b> _____ (If Applicable)
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**EMPLOYEE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

<b><u>ACCOUNT DISTRIBUTION</u></b>	<b><u>ANNUAL SALARY</u></b>	<b><u>% DISTRIBUTION</u></b>
ACCOUNT # 0105110000170000	\$40,000	100%
ACCOUNT #		%



## EMPLOYEE DATA SHEET

Employee: Paul M. Wallis Date Offer Accepted: November 12, 2013

Job Title: Robotics Coach Indicate:  
 Full-time / Part-time /  
 Seasonal / Temporary Schedule C

Hiring Supervisor: Barb McNulty Location: High School

**PERSONNEL ACTION**

\_X\_ NEW HIRE BOARD APPROVED ON: 11-25-13

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Hamline University	St. Paul	Secondary Science Education	In Process	Current

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
Motorwexs BMW/MINI	Automotive technician/ programmer		2006-2011
U.S. Navy	Missile Technician Second Class Submarines		1996-2005

BEGINNING CONTRACT DATE <u>11-15-13</u> (First Day of Work/Seniority Date of Record) PAY RATE ANNUALLY \$2,500	ENDING CONTRACT _____ (If Applicable)
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EMPLOYEE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ACCOUNT DISTRIBUTION

ANNUAL SALARY

% DISTRIBUTION

ACCOUNT # E01-300-298-000-185-297  
 ACCOUNT # \_\_\_\_\_

\_\_\_\_\_  
 %