

## Human Resources Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, June 15, 2010

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

- |  |          |
|--|----------|
| <b>1. Staffing Reports</b>   | <b>2</b> |
| <b>2. Action Items - Other</b>   |          |
| A. Approval of Food Service Collective Bargaining Agreement from July 1, 2009 - July 30, 2011 - Resolution HR-6-10-2772                                    | 5        |
| B. Approval of Education Minnesota Clerical Local 692-A Collective Bargaining Agreement from July 1, 2009 - July 30, 2011 - Resolution HR-6-10-2773        | 6        |
| C. Approval of Individual Contract - Stephanie Paumen - Minnesota Alliance With Youth Agreement from June 23, 2010 through August 14, 2011                 | 7        |
| D. PLACEHOLDER - Termination of Certified Tenured Staff - Resolution HR-6-10-2774  | 11       |
| E. PLACEHOLDER - Discontinuance of Positions - Resolution HR-6-10-2775   | 12       |
| <b>3. Informational Items</b>  |          |
| A. BYLAW 9045 - Consideration of possible revisions to Board Bylaw 9045 will be deferred, pending additional discussion and direction by the entire Board. |          |
| <b>4. Future Items</b>   |          |
| A. <i>There are no Human Resources Future Items at this time.</i>  |          |

**HUMAN RESOURCES ACTION ITEMS FOR 06/15/2010**

**CERT APPOINTMENT**

ANTONICH, BRENDA

Total: 1

**POSITION/SITE/CLASS&STEP/REPLACING**

.5 TITLE I/NETTLETON, III+15 5, REALLOC OF FTE

**EFFECTIVE DATES**

03/22/2010

**CERT COCURRICULAR**

ANDERSON, CLAUDIA

ANKARLO, MARK

BOYNTON, SANDRA

BRADLEY, ELAINE

CHOPP, CLARE

CHURCHILL, LESLIE

CHURCHILL, LESLIE

COOPER, MATTHEW

CORA, SUSAN

EIDER, YVONNE

FRITCH, BONNIE

GRITZMACHER, CYNTHIA

HALVER, DEBRA

HOLMSTROM, ERIC

KEMPF, CAROL

KRAFTHFER, ANNE

KUNZE, BILL

LILLEGAARD, DANIEL

MADOLE, JENNIFER

MATTSON, TIFFANY

MESEDAHL, KEITH

ROEMHILDT, MICHAEL

SANDOR, KATHRYN

SPERL, MEGHAN

STACK, NAIRI

STARKS, REBECCA

STEELE, DAPHNE

TRUSCOTT, DELAINE

WITTMERS-GRAVES, ERICA

Total: 29

**POSITION/LOCATION/EFFECTIVE DATE/STIPEND**

.5 TECHNOLOGY COORD/DENFELD, 09/10 \$1700.50

.384 VOCAL/WOODLAND, 09/10 \$234.07

.2 BAND/WOODLAND, 09/10 \$122.20

.444 ORCHESTRA/WOODLAND, 09/10 \$270.50

ORCHESTRA/MORGAN, 09/10 \$609

.4 BAND/WOODLAND, 09/10 \$243.40

STAGE/WOODLAND, 09/10, \$480.00

.333 9TH GR ASST FOOTBALL/EAST, 10/11, \$780.22

.5 ANNUAL/MORGAN, 09/10 \$429.50

.5 ANNUAL/MORGAN, 09/10 \$429.50

.59 TECHNOLOGY COORD/LAKEWOOD, 09/10 \$1268.00

.232 VOCAL/WOODLAND, 09/10 \$140.86

.5 ACADEMIC CLUB/NATIONAL HONOR SOCIETY/CENTRAL, 09/10 \$431.50

.5 ACADEMIC CLUB/FFA CLUB/STC, 09/10 \$1372.50

.384 VOCAL/WOODLAND, 09/10 \$234.07

.5 TECHNOLOGY COORD/LESTER/ROCKRIDGE, 09/10 \$1066.50

4.5 INTRAMURALS/WOODLAND, 09/10 \$3460.00

ASST GIRLS BASKETBALL/EAST, 10/11 \$3154.00

.5 ACADEMIC CLUB/FFA CLUB/STC, 09/10 \$1372.50

ACADEMIC CLUB/STUDENT GOVERNMENT/MORGAN, 09/10 \$872.00

.5 TECHNOLOGY COORD/DENFELD, 09/10 \$1700.50

BAND/MORGAN, 09/10 \$609.00

BAND/MORGAN, 09/10 \$609.00

.34 HEAD SOFTBALL/EAST, 09/10 1314.78

.556 ORCHESTRA/WOODLAND, 09/10 \$338.50(304.50)

ACADEMIC CLUB/MATH CLUB/MORGAN, 09/10 \$872.00

.5 ACADEMIC CLUB/NATIONAL HONOR SOCIETY/CENTRAL, 09/10 \$431.50

.4 BAND/WOODLAND, 09/10 \$243.40

.404 TECHNOLOGY COORD/LAKEWOOD, 09/10 \$862.00

**EFFECTIVE DATES**

**CERT LEAVES**

DEVORE, LUCY

PRISTASH, LEIGH

Total: 2

**POSITION/LOCATION/LEAVE TYPE**

PSYCHOLOGIST/DW, .2 P#4125 W/O PAY

READING/LINCOLN, .5 MEDICAL W/O PAY, CHANGE IN DATES

**EFFECTIVE DATES**

09/06/2010 06/10/2011

02/26/2010 03/12/2010

**CERT PERM INCREASE**

EVAN, AMANDA

Total: 1

**POSITION/LOCATION/LEAVE TYPE**

SPECIAL ED DCD/SMI/KDGN/LINCOLN, .6 TO 1.0

**EFFECTIVE DATES**

09/06/2010

**HUMAN RESOURCES ACTION ITEMS FOR 06/15/2010**

<b><u>CERTIFIED RECLASSIFICATION</u></b>	<b><u>POSITION/LOCATION/LEAVE TYPE</u></b>	<b><u>EFFECTIVE DATES</u></b>
BOLME-LAKE, TAWNYEA	DIR OF ASSMT/EVAL/PERFORMANCE/HOCHS,SUPV ASSMT/EVAL/HOCHS, \$113625	07/01/2009
<i>Total:</i>	1	

<b><u>CERT TEMP DECREASE</u></b>	<b><u>POSITION/LOCATION/CONDITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANTONICH, MARY	MATH/EAST, 1.0 TO .6	09/06/2010
<i>Total:</i>	1	

<b><u>CERT TEMP INCREASE</u></b>	<b><u>POSITION/LOCATION/CONDITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BRYANT, COLLEEN	BUSINESS ED/GUIDED STUDY/DENFELD, 1/6 OVERLOAD	01/25/2010 06/11/2010
LAFONTAINE, LAURA	HEALTH/GUIDED STUDY/DENFELD, 1/6 OVERLOAD	01/25/2010 06/11/2010
WHITE, TIMOTHY	MATH/GUIDED STUDY/DENFELD, 1/6 OVERLOAD	01/25/2010 06/11/2010
<i>Total:</i>	3	

<b><u>NONCERT LEAVES</u></b>	<b><u>POSITION/LOCATION/TYPER OF LEAVE</u></b>	<b><u>EFFECTIVE DATES</u></b>
ADAMS, KATHLEEN	SPECIAL ED BW PARA/LOWELL, 'A' PERSONAL W/O PAY	05/17/2010 05/19/2010
BERNDT, BETTY	CLERICAL LEVEL F/FACILITIES, FMLA/MILITARY W/O PAY	04/23/2010 04/30/2010
DONALD, ROSEMARY	CLERICAL LEVEL D/STOWE, 'A' PERSONAL W/O PAY	05/26/2010 05/28/2010
HILL, CATHY	CHILD CARE PARA/STC, 'A' MEDICAL W/O PAY	04/29/2010 05/07/2010
SCHWARTZ, DEBORAH	HELPER/EAST, 'A' PERSONAL W/O PAY	04/19/2010 04/30/2010
<i>Total:</i>	5	

<b><u>NONCERT RECALL</u></b>	<b><u>POSITION/LOCATION/TYPER OF LEAVE</u></b>	<b><u>EFFECTIVE DATES</u></b>
SUTHERLAND, LINDA	SCHOOL CUSTODIAN II/DENFELD/MORGAN, 1.0	05/10/2010
<i>Total:</i>	1	

<b><u>NONCERT RECLASS</u></b>	<b><u>POSITION/LOCATION/TYPER OF LEAVE</u></b>	<b><u>EFFECTIVE DATES</u></b>
SMITH, TERRENCE	DIR OF INDIAN ED/HOCHS GR A,DIR OF INDIAN ED/HOCHS GR B, \$1559/WK	08/01/2009
VILLEBURN-VRANEK, KAREN	CLERICAL LEVEL F/HOCHS/TTI, CLERICAL LEVEL E/HOCHS/TTI, \$17.83/HR	12/09/2009
<i>Total:</i>	2	

<b><u>NONCERT RESIGNATION</u></b>	<b><u>POSITION/LOCATION</u></b>	<b><u>EFFECTIVE DATES</u></b>
DOCKENDORF, EMILY	SPECIAL ED BW PARA/MACARTHUR/ECSE	05/26/2010
WHITE, MICHAEL	SCHOOL CUSTODIAN/DENFELD/MORGAN	04/20/2010
<i>Total:</i>	2	

<b><u>NONCERT RETIREMENT</u></b>	<b><u>POSITION/LOCATION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CAMPBELL, NANCY	CLERICAL LEVEL D/CONGDON	06/11/2010
KANGAS, BLANCHE	INSTR PARA/NETTLETON	06/30/2010
<i>Total:</i>	2	

3. **HUMAN RESOURCES ACTION ITEMS:**

- a. Approval of the Food Service Employees Collective Bargaining Agreement from July 1, 2009 – July 30, 2011- Resolution #HR-6-10-2772
- b. Approval of the Education Minnesota Clerical Local 692-A Collective Bargaining Agreement from July 1, 2009 – June 30, 2011 - Resolution #HR-6-10-2773
- c. Approval of Individual Contract – Stephanie Paumen – Minnesota Alliance With Youth Agreement from June 23, 2010 through August 14, 2011
- d. \*Placeholder – Termination of Certified Tenured Staff – Resolution #HR-6-10-2774
- e. \*Placeholder – Discontinuance of Positions – Resolution #HR-6-10-2775

4. **HUMAN RESOURCES INFORMATIONAL:**

**Bylaw 9045:** Consideration of possible revisions to Board Bylaw 9045 will be deferred, pending additional discussion and direction by the entire board.

5. **HUMAN RESOURCES FUTURE ITEMS:**

There are no Future Items at this time.

## **RESOLUTION**

### **Food Service Employees**

**RESOLVED**, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Food Service Employees, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2009 to June 30, 2011, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

## **RESOLUTION**

### **Education Minnesota Clerical Local 692-A**

**RESOLVED**, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Education Minnesota Clerical Local 692-A, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2009 to June 30, 2011, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made between Stephanie Paumen, herein referred to as "**Employee**", and the Minnesota Alliance With Youth, fiscally hosted by the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the "**Employer**".

In consideration of the mutual promises and agreements set forth below, Employee and the Employer agree as follows:

1. Employer hereby employs, engages and hires Employee as Program Associate, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the President and Chief Executive Officer of the Minnesota Alliance With Youth or designee.
2. Employee agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the St. Paul office for Minnesota Alliance With Youth and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote her attention, knowledge and skills solely to the business and interest of the Employer, a minimum of forty (40) hours per week or eight (8) hours per workday. Flexibility to this schedule can be approved by the President and Chief Executive Officer or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. **Term of Agreement.** This Agreement shall commence effective June 23, 2010, and continue until August 14, 2011. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the Minnesota Alliance With Youth, as Program Associate shall cease. In the event the Employer is contemplating not offering the Employee a subsequent agreement, the Employer shall give written notice of such intent sixty (60) days before the expiration of this employment agreement.
4. **Termination.** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement or any other cause set forth in the School District Civil Service Board Rule 17.2. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. **Salary.** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, a prorated salary of \$7,957.37 from June 23, 2010 – August 14, 2010 and an annual salary of \$36,362.00 from August 15, 2010 – August 14, 2011.

6. **Expenses.** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of his duties for the Minnesota Alliance With Youth. Employee shall file itemized and verified claim statements for such expenses with the President and Chief Executive Officer or designee in accordance with the laws of the state of Minnesota and the policies of Employer. The President and Chief Executive Officer or designee shall approve all travel outside the immediate Minneapolis and St. Paul area. Employer will pay a mileage allowance to Employee for use of personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.
7. **Vacation/Holiday.** The Employee shall earn eighty (80) hours paid vacation to use during the term of this Agreement. Vacation days are to be scheduled with the President and Chief Executive Officer or designee approval. There will be no cash payment for unused vacation. If Employee resigns prior to the expiration of the term of this Agreement, Employee will receive his vacation pro-rated from June 23, 2010, until his termination date. Employee will receive the following as paid holidays: New Year's Day (January 1), Presidents' Day, Memorial Day, Independence Day (July 4), Labor Day, Education Minnesota in October, Thanksgiving Day (the fourth Thursday in November) and day after Thanksgiving, Christmas Eve Day (December 24), and Christmas Day (December 25).
8. **Health & Hospitalization.** The Employer shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The Employer shall pay the same portion of the cost for such group insurance for the Employee as are paid for employees in the teacher bargaining unit for single coverage. The Employee would be responsible for the premium difference should dependent coverage be elected.
9. **Dental.** The Employer shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The Employer shall pay the same portion of the cost for such group insurance the Employees receive as are paid for employees in the teacher bargaining unit. The Employee would be responsible for the premium difference should Dependent Coverage be elected.
10. **Life Insurance.** Group term life insurance in the amount of \$50,000 shall be provided at no cost to the Employee. Optional supplemental life and dependent life insurance will be made available at the Employee's cost.
11. **Long Term Disability (LTD).** Long Term Disability (LTD) shall be provided at no cost to the Employee.
12. **Sick Leave.** Employee shall earn paid sick leave at a rate of one day (8 hours) for each month worked for a total of twelve (12) days per year. There will be no cash payment for unused sick leave. Full pay for absence not to exceed five (5) days, shall be allowed for any death in the family. The President and Chief Executive Officer shall have final authority in determining the number of allowable days. For the purpose of this section, "**death in family**" shall constitute members of the immediate family of an employee or spouse and shall include father, mother, brother, sister, wife, child, grandparent, brother-in-law, sister-in-law, daughter-

in-law, son-in-law, aunt, uncle, niece, nephew, and grandchild. This shall also apply to foster relationships in the above listed categories.

13. **Individual Retirement Plan.** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law, within the District's 403B Plan Providers.
14. **District & Federal Retirement Funds.** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions authorized by the Employee in advance in writing and approved by the School Board shall be deducted from her salary.
15. **Indemnification & Provision of Counsel.** In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the Employer shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the Employer herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.
16. **Arbitration.** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.
17. **Complete Agreement.** This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no affect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the Employer, School Board, and executed by Employee and the authorized officers of employer.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in Duluth, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**EMPLOYEE**

\_\_\_\_\_  
Stephanie Paumen

\_\_\_\_\_  
Date

**MINNESOTA ALLIANCE WITH YOUTH**

\_\_\_\_\_  
Sarah Dixon, President & CEO

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 709**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

R E S O L U T I O N**RE: Termination of Certified Tenured Staff**

**WHEREAS**, enrollment in the School District is declining;

**WHEREAS**, during the 2010-2011 school year, the District will lack a sufficient number of pupils to support all tenured teachers currently employed by the District;

**WHEREAS**, the School Board has found it necessary to discontinue certain positions;

**NOW, THEREFORE, BE IT RESOLVED** by the School Board of Independent School District No. 709, St. Louis County, Minnesota, as follows:

1. The Board proposes that the employment of the following tenured teachers terminate effective at the end of the school day on June 11, 2010, unless another date is indicated below, due to discontinuance of position or lack of pupils.

\*Placeholder

2. The Clerk of the School Board shall notify all such teachers in writing of the proposed layoff, the grounds for the proposed layoff, and the right to request a hearing within ten (10) calendar days after receiving said notice. The Clerk shall also notify all such teachers that if they fail to request a hearing within ten (10) days, they will be deemed to have acquiesced in the Boards action.

## R E S O L U T I O N

***RE: Discontinuance of Positions***

**WHEREAS**, enrollment in the School District is declining;

**WHEREAS**, during the 2010-2011 school year, the District will lack a sufficient number of pupils to support all tenured teachers currently employed by the District;

**WHEREAS**, the School Board has found it necessary to discontinue certain positions;

**NOW, THEREFORE, BE IT RESOLVED**, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the following programs and positions, or portions thereof, be discontinued effective at the end of the school day on June 11, 2010, unless another date is indicated below, in which case the position shall discontinue on that date.

\*Placeholder