

# **MASTER AGREEMENT**

between

INDEPENDENT SCHOOL DISTRICT NO. 2689  
PIPESTONE AREA SCHOOLS  
PIPESTONE, MINNESOTA

and

PIPESTONE AREA EDUCATION ASSOCIATION

Effective July 1, 2023 to June 30, 2025

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## **ARTICLE I INTRODUCTION**

This Agreement is entered into between the School Board of Independent School District No. 2689, Pipestone, Minnesota, hereinafter referred to as the "School District" and the Pipestone Area Education Association, hereinafter referred to as the "Association" or the "Exclusive Representative", all pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the "PELRA", to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVES**

**Section 1. Recognition:** In accordance with the PELRA, the School District recognizes the Pipestone Area Education Association as the Exclusive Representative of teachers employed by the School District which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Master Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and the PELRA.

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The phrase "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees; provided, however, the term "fringe benefits" shall not include retirement contributions or benefits other than the employer's payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay. In the case of professional employees, the phrase does not mean educational policies of the School District. The phrase "terms and conditions of employment" is subject to the provisions of the PELRA, including § 179A.07.

**Section 2. Teacher:** The word "teacher" means all persons in the appropriate unit employed by the School District in a position that the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB); in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program. However, it shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees,

supervisory employees, and such other employees excluded by law.

Subd. 1. Full-time Teacher: The term "full-time teacher" means all regular teachers and substitute teachers who work at least thirty (30) hours per week in the School District as a teacher.

Subd. 2. Part-time Teacher: The term "part-time teacher" means all regular and substitute teachers who work less than thirty (30) hours per week in the School District as a teacher.

**Section 3. School District:** For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Policy:** The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and the educational policies of the School District

**Section 2. Management Responsibilities:** The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District, and to efficiently manage and conduct the School District's operations within the legal limitations surrounding the financing of the School District's operations.

**Section 3. Effect of Laws, Rules and Regulations:** The Association recognizes that all employees covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School District and shall be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation thereunder, shall be without force or effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not declared herein. Any topic not expressly addressed in this Agreement is reserved to the School District as part of its discretionary authority and management right and function.

## **ARTICLE V TEACHER RIGHTS**

**Section 1. Employee Communications:** Upon request of either party, the principal of the school shall meet within reason the designated building representative or committee member to discuss school operations and questions relating to the implementation of this Agreement and other matters of mutual concern. Proposed changes in existing policies and procedures and in new policies and procedures for that school shall be subjects for discussion at such meetings. Such policies adopted or changed shall not be inconsistent with the terms of this Agreement. These meetings are not intended to bypass the grievance procedure.

**Section 2. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or the Exclusive Representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or its betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the right of the Exclusive Representative if there be one; nor shall it be construed to require any teacher to perform labor or services against the teacher's will.

**Section 3. Right to Join:** Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purposes of negotiating a grievance procedure and the terms and conditions of employment for such teachers within the School District.

### **Section 4. Dues Deduction:**

**Subd. 1. Check-Off:** The Exclusive Representative shall be allowed dues check-off for its members who properly execute an authorization card, all in accordance with the provisions of PELRA. The School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay in accordance with the teacher's authorization card. The deductions will be either one lump sum or ten (10) equal installments commencing with the first pay period in September. The withheld dues will be forwarded by the School District to the Exclusive Representative no later than thirty (30) days after such deductions have been made.

**Section 5. Financial Information:** Pursuant to the PELRA, the Exclusive Representative may request information pertaining to the budget, revenue, and other financing information. The requested information will be made available to the Exclusive Representative within ten (10) business days of a written request.

**Section 6. Personnel Files:** A teacher may make a written request to inspect that teacher's personnel file during regular school business hours. Pursuant to Minn. Stat. § 122A.40, Subd. 149, a

teacher may include written information in response to any material contained therein. Pursuant to and consistent with federal and state law, the School District will notify a teacher of complaints, evaluations requiring remediation, and discipline data placed in the personnel file.

**Section 7. Educational Environment:** The Board shall permit a designated staff member of the Exclusive Representative, with prior approval, or off-duty teacher-representative of the Exclusive Representative to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.

**Section 8. Negotiators Leave:** A teacher engaged during the school day in negotiations on behalf of the Exclusive Representative with any representative of the District or participating in the processing of a grievance, including arbitration shall be released from regular duties without loss of salary.

**Section 9. Meet and Confer:** The parties shall meet and confer in accordance with the provisions of the PELRA every four (4) months.

**Section 10. Use of School Facilities:** The School District will agree to allow the PAEA to use its facilities and resources for the purpose of communicating to its members. The district's resources include, but are not limited to, the use of email, school district mailboxes (so long as the PAEA physically distributes the communication in the mailbox), a designated PAEA bulletin board, and telephone system. The PAEA agrees that it will not use such resources so as to disturb or interfere with the educational process. The PAEA shall reimburse the School District for the cost of all materials and supplies and for its use of district equipment. In the event special custodial services are required because of the PAEA's use of the school buildings, the School District may make a reasonable charge on the same basis as charged other noncommercial users. Provided, however, School District buildings, equipment and mailboxes shall not be used for preparation of materials to be used in any strike, withholding of services, for picketing or bantering, or for the purpose of publicly attacking the School District, its Board, or its agents and employees.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **Section 1. Definitions:**

**Subd. 1. Grievance:** The term "grievance" shall mean an allegation by a teacher(s) that the School District has violated, misinterpreted, or misapplied a term and condition of employment negotiated into this Agreement.

**Subd. 2. Days:** The term "day(s)" means working days which are defined as all weekdays not designated as holidays by state statute.

**Subd. 3. Policy Grievance:** The term "policy grievance" means an allegation by a teacher(s) that the School District has failed to follow its policy, rules, laws or regulations. Policy grievances may be processed only to Level 3 and shall not be subject to arbitration. The parties may agree to submit a policy grievance to grievance mediation through the BMS.

### **Section 2. Time Limitations and Waivers:**

**Subd. 1. Initial Filing:** A grievance must be submitted in writing to the School District designee within twenty (20) days after either the date of occurrence of the first event giving rise to the grievance or the date the grievant knew of the occurrence of the first event giving rise to the grievance.

**Subd. 2. Appeals:** The grievant(s) have the obligation to appeal a grievance decision from one level to the next level within the time periods provided in the steps of this grievance procedure. If the School District or its representative fails to issue a decision within the time periods provided in this grievance procedure, then the grievance shall be deemed to have been denied at that level and the grievant(s) may appeal the grievance to the next level within the appropriate time period.

**Subd. 3. Waiver:** Failure to file any grievance within the initial time period provided herein, or the failure to appeal a grievance from one level to another within the time periods provided herein shall constitute an automatic waiver of the grievance(s) and any continuing effect.

**Subd. 4. Extensions:** The time limit specified in this grievance procedure may be extended only by mutual written agreement of the School District and the Exclusive Representative or their official designees.

**Subd. 5. Computation of Time:** In computing any period of time prescribed or allowed by this grievance procedure, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted,

unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next business day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 6. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served, initialed, and dated by both parties, or if it bears a dated postmark of the United States Postal Service.

**Section 3. Representatives:** The grievant(s) or the School District may be represented at any step of the procedure by any person or agent designated to act on behalf of the grievant(s) or the School District. The Exclusive Representative may initiate a grievance on behalf of a teacher with a grievance.

**Section 4. Informal Procedures:** Teachers are encouraged to informally discuss grievances with the building principal whenever possible.

**Section 5. Formal Procedures:** If the teacher is not satisfied with the disposition of the matter after the informal discussion, then the formal grievance may be filed in accordance with the terms of this grievance procedure. A grievance(s) shall not be valid for consideration unless (1) the grievance is submitted in writing to the appropriate School District designee; (2) the grievance sets for the specific facts and provision of the agreement allegedly violated; (3) the particular relief sought is specified; and (4) the grievant(s) signs a grievance form or letter.

**Subd. 1. Adjustment of Formal Grievance:**

**Level 1. Principal:** Upon receipt of grievance in writing, the principal shall meet with the grievant(s) within five (5) days of receipt of the formal grievance in writing. An effort shall be made by the parties to adjust the grievance to the satisfaction of all concerned. The principal shall render a decision within five (5) days of the meeting, sending copies of the decision to the grievant(s), the Exclusive Representative, and the superintendent.

**Level 2. Superintendent:** The decision of the principal may be appealed by the grievant(s) in writing to the superintendent within five (5) days of the receipt of the principal's decision in Level 1. Within five (5) days after receipt of the notice of appeal, the superintendent shall meet with the grievant(s) in an attempt to resolve the grievance. Within five (5) days after completion of the meeting, the superintendent shall issue a written decision, with copies to the grievant(s) and the Exclusive Representative.

**Level 3. School Board:** If the grievant(s) is not satisfied with the Level 2 decision, then the grievance may be appealed to the School Board by delivering a written notice of appeal to the superintendent within five (5) days after the receipt of the superintendent's decision at Level 2. Within thirty (30) days after receipt of the appeal, the School Board will schedule a hearing and shall

issue a written decision which shall be delivered to the grievant(s), the Exclusive Representative, and the superintendent.

**Level 4. Arbitration:** That within ten (10) days of the date of the School Board's decision at Level 3, the grievant(s) may appeal the School Board's decision to binding arbitration by filing a written notice of appeal with the superintendent.

**Section 6. Arbitration Procedures:**

**Subd. 1. Selection of Arbitrator by Mutual Agreement:** Within five (5) days of the date of the appeal to arbitration, the Exclusive Representative may submit a list of five (5) names that it proposes as the arbitrator to the superintendent. Within five (5) days of the receipt of the list of names, the superintendent shall notify the grievant(s) if the School District accepts any one of the names. If one of the names is acceptable, then that person shall be the arbitrator.

**Subd. 2. BMS List:** In the event that the parties do not mutually agree on the selection of an arbitrator in accordance with Subdivision 1. above, then the grievant(s) shall request a list of arbitrators from the Bureau of Mediation Services (BMS) within five (5) days of notice from the School District that it will not accept any of the names under subdivision 1 above.

**Subd. 3. Selection from List:** After receipt of names from the list in accordance with the procedure of the list from the BMS, the grievant(s) shall contact the superintendent in order to strike Minn. Stat. § 179A. 16, Subd. 4 (alternately striking names until one is left pursuant to the PELRA). The parties shall contact the arbitrator to schedule a mutually acceptable date for the hearing.

**Section 7. Submission of Grievance Information:** Within five (5) days of the selection of the arbitrator, the grievant(s) shall submit to the arbitrator with a copy to the superintendent the following information or a completed grievance form:

- a. A statement of the alleged facts;
- b. A copy of the specific provision(s) of this Agreement, which has been allegedly misapplied or misinterpreted;
- c. A statement of the issue(s).

Within five (5) days of receipt of the grievant submission of grievance information, the School District may submit its own statement of information if it so desires.

## **Section 8. Hearing:**

**Subd. 1. Timelines:** Realizing that neither the Exclusive Representative nor the School Board can bind an arbitrator or set a schedule, both the Exclusive Representative and the School Board agree to urge the arbitrator to hear the case within thirty (30) days if possible.

**Subd. 2. Eligibility:** The arbitrator shall not consider any grievance which has not been duly processed in accordance with the foregoing provisions of this grievance procedure and appeal provisions.

**Subd. 3. Participation:** A single arbitrator shall hear the grievance, and all parties may be represented by such person as they may choose and designate.

**Subd. 4. Evidence:** The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, oral or documentary, and make arguments relating to the issues before the arbitrator. The parties may present any evidence deemed admissible, and will not be bound by arguments made at the earlier levels of the hearing. (A hearing de novo).

**Subd. 5. Decision:** The arbitrator shall be requested to render a decision within thirty (30) days after the close of the hearing. The award shall include findings of fact based upon substantial and competent evidence introduced at the hearing. The decision of the arbitrator in cases properly before the arbitrator shall be final as to matters of fact and binding upon the parties. Issues of law may be appealed by the parties in accordance with the procedures provided in the Uniform Arbitration Act.

**Subd. 6. Expenses:** Each party shall bear its own expenses in connection with the arbitration. The fees of the arbitrator and expenses of the arbitrator will be split equally by the parties. The parties may mutually agree upon any other sharing of expenses.

**Subd. 7. Jurisdiction:** The jurisdiction of the arbitrator is strictly limited to issue under a grievance properly before the arbitrator pursuant to the terms of this grievance procedure, and does not extend to making any changes in the provisions of this Agreement and does not extend to any term and condition of employment not contained in this Agreement.

**Section 9. Scheduling:** Conferences and hearings held under this grievance procedure shall be scheduled at a time and place, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.



## **ARTICLE VII HOURS OF SERVICE**

**Section 1. Normal Working Day:** A teacher's normal working day, inclusive of lunch, shall be eight (8) consecutive hours, and shall include a minimum of a thirty (30) minute duty-free lunch.

**Section 2. School Year:** School year is for one hundred and eighty-one (181) days. The Pipestone Area Schools have the option to hold classes or teacher in-service days on Columbus Day, Veterans' Day, Presidents' Day and Dr. Martin Luther King's Birthday should it be deemed necessary.

**Subd. 1.** Before adopting a proposed school calendar, administration and a representative from the board will meet with a joint advisory committee of two elementary teachers, and two teachers from the MS/HS to provide feedback regarding the proposed calendar. The administration and school board maintain their managerial rights to use the calendar that works best for the district.

**Section 3. Weather/Emergency:** When weather conditions or other emergency situations make it necessary to close school on a student-teacher contact day for the entire day, teachers are not required to be present. When schools are dismissed for an emergency situation for a portion of a day, the teacher will be dismissed at the discretion of the District. When school is in session and teachers are unable to be there because of inclement weather, they will have substitute pay deducted each day they are absent.

**Subd. 1. E-Learning Days:** When school is closed to students due to severe weather or emergency, the school district may utilize E-Learning Day as prescribed in the PAS Program Plan for E-Learning Day that will meet all the requirements of a school day as required by this agreement. Teachers will have the discretion to work remotely if they so choose.

**Section 4. Building Hours:** Unless impacted by an emergency or weather-related event, the specific hours for each building will be from 7:45 a.m. to 3:45 p.m.

**Section 5. Additional Activities:** In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teachers' day as is required by the School District or its designated representative. Teachers should be allowed to state their preference on extracurricular assignments and those not desiring to continue in the assignment will be released from the assignment as soon as a satisfactory replacement can be arranged. Extra-curricular assignments may be deleted from an individual contract after the individual contract has been signed, if the number of students in the particular activity warrants this change.

## **Section 6. Normal Weekly Teaching Load:**

**Subd. 1.** The District shall make an effort to provide for approximately equal teaching assignments at each level, subject to the peculiar limitations that may exist at each educational site. The District and the Association agree that reasonable class size/caseload is imperative for creating a safe and healthy educational environment for students. The District has a commitment to maintaining the smallest class sizes possible. If a teacher believes the class size or caseload is unreasonably large, and they have been unable to resolve the matter with their building principal, the teacher may request a meeting with the Association president and the Superintendent to review the concern and consider solutions to the matter.

**Subd. 2.** Elementary (grades PK-5) prep time shall be a minimum of five (5) minutes for every twenty-five (25) minutes of classroom contact. The prep time shall be granted in a minimum of two, 25-minute periods or one, 50-minute period. Additional periods of prep time of varying lengths will be granted at the discretion of the District.

**Subd. 3.** Within the secondary student day (grades 6-12), for every twenty-five (25) minutes of classroom instruction time, a minimum of five (5) additional minutes of preparation time shall be provided in one or two uninterrupted blocks of time during the regular school day (excluding early release Wednesdays). Exceptions to this may be made by mutual agreement between the School District and the Exclusive Representative.

**Subd. 4.** So long as the School District uses a seven (7) period day as the student day for the middle school and high school, the normal teaching day will consist of five (5) instructional classes and one (1) supervisory assignment. Any change in the student day will be a topic for the meet and confer process. However, if the School District utilizes an 8 Period/Block Schedule, each teacher shall be assigned to either two block classes and two skinny classes or one block class and for skinny classes. Each teacher shall be provided one block class period for preparation time or two skinny class periods for preparation.

**Subd. 5.** For core middle school teaching assignments, the normal teaching day will consist of four (4) instructional classes, one (1) intervention assignment, one (1) advisory assignment, one (1) common planning preparation period, and one (1) preparation period. Core teaching assignments are defined as Mathematics, Language Arts, Social Studies, and Science.

**Subd. 6.** Any of the above limitations may be waived only with mutual consent of the principal and the teacher involved. Any agreed upon waiver shall not constitute a precedent for future scheduling or assignment considerations. By Mutual consent, a teacher may assume an extra class. Teacher will be compensated at the following Rates. (Per Appendix B)

- A) 7 period day schedule": \$2500.00
- B) \$2500.00 per quarter Block
- C) \$2500.00 per semester Skinny (2 quarters)

**Subd. 7.** Lunch room duty will be paid at a rate of \$700 per semester for grades 6-12. Supervisory duties and study hall assignments shall be distributed fairly. If a teacher had a study hall first semester and is assigned one the second semester it will be paid at a rate of \$700.00 for that semester. Volunteers will be requested before assignments are made. A teacher who agrees to substitute during their preparation time for another teacher will be compensated \$40 for each period equivalency (i.e. block = 2 periods).

**Section 7. Teacher Assignments:** By mutual consent, teachers may be assigned teaching duties outside the scope of their teaching certificate and their major or minor field of study temporarily. The district and the teacher shall apply for an Out of Field permission through PELSB so a continuous contract teacher may perform teaching duties outside of the current license area. All teachers shall be given written notice of their teaching assignment for the forthcoming year no later than July 1. In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly.

**Section 8. Staff Meetings:** Provisions may be made in the school schedule for school to be dismissed and the time used for staff meetings, department meetings, or other purposes deemed necessary by the School District. Teachers will be required to attend these meetings. If absent without permission from the School District, the absent teacher will have one day's pay deducted. All post-school activities will convene at the regularly scheduled time.

**Section 9. Part-Time Teachers:** Individuals who are employed by the School District under a regular teaching contract, as distinguished from a long-term or short-term substitute teacher's contract, specifying a Basic Day which is less than that of a full-time teacher will be considered a part-time teacher. The part-time teacher's Basic Day as compared to a full-time teacher's Basic Day will determine the full-time equivalency of the part-time teacher for purposes of pro ration under this Agreement.

**Subd. 1.** The district will attempt to schedule teaching hours of part-time staff in a manner that allows classes to be grouped together such as no more than one hour total off between classes.

## **ARTICLE VIII LEAVES OF ABSENCE**

**Section 1. Eligibility:** The leaves of absence provided in this Article will be available to full-time, regularly contracted teachers and part-time, regularly contracted teachers. (Contract with an FTE less than 1.0). Part-time regularly contracted teachers shall be eligible for the leaves of absence provided in this article on a pro rata basis. Substitute teachers will be eligible only for those benefits set forth in Article XII of this agreement.

## **Section 2. Sick Leave/Disability:**

**Subd. 1. Rate:** Teachers shall earn fifteen (15) days of sick leave each year. These days will be credited to the teacher at the beginning of the school year. However, upon termination of service during the school year, any used but unearned sick leave will be reimbursed to the School District on a pro rata basis. By July 1 of each year the unused portion of sick leave shall be accumulated to a maximum of one hundred and thirty-five (135) days. The accumulated sick leave total will be decreased only by the number of sick leave days that a teacher uses beyond fifteen (15) days in any one school year. (Example: Teacher enters year with accumulation of one hundred and thirty-five (135) days, if sick sixteen (16) days, the accumulated leave at the end of one year is one hundred and thirty-four (134) days. Employees who are eligible for severance pay may accumulate a maximum of 140 days or a maximum of 155 days during a year. Refer to Appendix C for further information.

**Subd. 2. Usage:** Whenever a teacher's absence is found to have been due to illness or disability which prevented the teacher's attendance at school and performance of duty, the teacher's salary and School District contribution towards insurance benefits will continue if the teacher has earned sick leave equal to the period of time of the illness and/or disability.

**Subd. 3. Statutory Usage:** For so long as either state or federal statutes require the School District to permit usage of sick leave for sick or injured child care leave or for serious illness to a family member, the School District shall comply with the statutes.

**Subd. 4. Eligibility Determination:** The District may require a medical certificate if the teacher is so advised. A certificate may be required if the teacher is absent for five (5) consecutive working days. Failure to comply will result in loss of pay. A copy of advisement will be forwarded to the Exclusive Representative and to the teacher.

**Subd. 5. Workers Compensation:** Teachers eligible for workers compensation wages will have that amount reduced from all salaries paid while eligible for sick leave benefits. Sick leave days will be charged according to the pro rata share paid by the School District.

## **Section 3. Bereavement Leave/Family Illness Leave:**

**Subd. 1. Sick Leave Deduction:** A full-time teacher may use up to ten (10) days per school year of any accumulated sick leave days for absences caused by either a death or emergency caused by an illness, all in the immediate family of the teacher.

**Subd. 2. Immediate Family:** The term "immediate family" means the teacher's spouse, child, parent, and mother or father-in-law, or other dependents residing in the immediate household of the teacher. To the extent that statutory usage of sick leave is permitted beyond the limits of this Section, then the statutory provision will control the amount of leave allowed.

**Subd. 3. Extended Family:** Five (5) accumulated sick leave days may be used each year in case a teacher needs to be absent because of illness or a death of a sister, brother, niece, nephew, aunt, uncle, in-law, grandparents or grandchildren.

**Section 4. Personal Leave:** All full-time teachers may receive two (2) personal leave days each year with the approval of the Superintendent. More may be granted if deemed necessary by the Superintendent. Personal leave is a privilege accorded to those with particular problems which necessitate their absence from school. Leave will be granted on the basis of:

- Day 1: Absence permitted
- Day 2: Absence permitted
- Day 3: Absence permitted, substitute pay deduct
- Day 4+: Absence permitted, leave without pay/full pay deduct.

No more than (4) four teachers from the district will be gone on any one (1) day. Leave will be granted on a first come, first served basis.

At the end of each school year, the teachers will be paid the equivalent of their current daily rate of pay for up to two (2) unused personal leave days. The teachers may also choose to deposit the pay for unused personal leave into their 403b account.

**Subd. 1. Activity Leave:** If a teacher/parent has a son/daughter who is involved in a school activity (Terrific Kids, classroom play, Senior Awards, sporting event, etc.), that teacher may have another teacher cover his/her class at no cost to the district so that the parent/teacher may attend the event. The parent/teacher is responsible for having the classroom covered by another classroom teacher, notifying the building principal, and filling out a leave form in advance. The time the parent/teacher is gone is not to exceed one hour.

**Subd. 2. Emergency Leave:** One day of emergency leave could be granted per year if both personal days have been exhausted. The emergency leave must be approved by the Superintendent. The leave will be deducted from sick leave. In the event of no sick leave available, sub pay will be deducted.

### **Section 5. Earned Sick and Safe Time (ESST)**

**Subd.1. Rate:** Effective January 1, 2024 all teachers will accrue ESST leave at a rate of 1 hour for every 30 hours worked up to a maximum of 48 hours accrued in a fiscal year. Unused ESST leave shall accumulate up to a maximum of 80 hours. ESST leave shall be separate from the Sick Leave hours frontloaded to the teacher at the beginning of the school year under Article VIII of the collective bargaining agreement. Accrued ESST leave hours must be utilized prior to the use of Sick Leave hours.

**Subd.2. Usage:** Effective January 1, 2024 and each school year thereafter, ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes Section 181.9447. See Appendix F for further detail.

**Subd.3. Eligibility Determination:** When permissible by law, the School District may require a teacher to furnish documentation indicating any absences in excess of three (3) consecutive days was due to a qualifying event pursuant to Subd.2 of this Section, in order to receive ESST pay. The teacher will be advised when the documentation is needed.

## **Section 6. Sabbatical Leave:**

**Subd. 1. Eligibility:** A sabbatical leave of absence is not a right to which a full-time teacher is entitled, but a privilege which may be granted for purposes of professional improvement or service. A teacher who has been employed for seven (7) years may be granted a sabbatical leave of absence for up to one (1) year.

**Subd. 2. Limit:** A maximum of two (2) sabbatical leaves may be granted in one (1) school year.

**Subd. 3. Compensation:** A teacher who has been granted a sabbatical leave will be considered to be an employee of the School District. A teacher's pay while on sabbatical leave shall be at one-half (½) salary. The teacher shall be credited with experience towards advancement on the salary schedule in an amount of time equal to the length of the sabbatical leave. Accumulated sick leave and other accumulated benefits provided in this Agreement will be maintained while on sabbatical. During the period of a sabbatical leave, a teacher may engage in gainful employment and may accept grants and fellowships, provided, however, if the amount earned while on sabbatical plus any other employment, grants, fellowships, or stipends total an amount exceeding the teacher's salary schedule compensation, then the excess will be returned to the School District.

**Subd. 4. Conditions:** Teachers desiring to apply for a sabbatical leave must obtain and complete the available forms from the School District on or before March 1 preceding the school year in which the teacher desires to take the sabbatical. The purpose of the sabbatical leave must be related to present or future professional responsibilities within the School District, all in anticipation of improving the staff member's service to the District.

**Subd. 5. Procedures:** Applications will be reviewed by a screening committee consisting of two (2) designees of the School District and faculty members designated by the Exclusive Representative. The committee shall establish criteria that it deems relevant given the nature of the application, including, but not limited to, improving the School District's instructional program, acceptance of the proposed sabbatical program or project by the institute of higher learning, and the nature of the applicant's experience in the District. The School Board will determine whether a

teacher will be granted a sabbatical leave. A successful applicant will be notified following the April Board meeting.

**Subd. 6. Return:** A teacher returning from a sabbatical leave will be restored to the teacher's former position if it still exists, or a comparable one in an area in which the teacher is licensed, subject to the School District's right to terminate the teacher or place the teacher on unrequested leave of absence.

**Section 7. General Leave of Absence:** A general leave of absence may be granted by the School District under such terms and conditions as may be mutually agreed upon by a non-probationary teacher and the School District. Such leaves and terms are discretionary with the School District, and no grievance may be filed regarding the School District's application or interpretation of this Section.

**Section 8. Jury Duty:** A regularly contracted teacher (as distinguished from a substitute teacher) called for jury duty or subpoenaed to testify on behalf of the School District in a judicial or an administrative tribunal will be granted the day(s) necessary to discharge the responsibility without any salary deduction or loss of fringe benefits. The teacher will retain payments received for jury duty.

#### **Section 9. Child Care Leave:**

**Subd. 1. Application:** A full-time teacher who is the parent of a child and caring for the child on a full-time basis shall apply for child care leave in accordance with the provisions of this Section. If the leave is to be effective at the beginning of a school year, then the application shall be submitted no later than the previous March 1. In other circumstances, the application shall inform the superintendent in writing of the intention to take the leave at least three (3) calendar months before the commencement of the intended leave.

**Subd. 2. FMLA:** The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law. Regular and part-time teachers employed by the School District for at least one year, qualify for up to 12 weeks of leave per year. A "year" is defined as a rolling 12-month period measured backward from the date an employee uses any leave. Leave may be taken for one or more of the following reasons in accordance with the law.

- a. The birth of the employee's child.
- b. Placement of an adopted or foster child with the employee.
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition.

- d. The employee's serious health condition makes the employee unable to perform the functions of the employee's job.

In the case of a maternity leave, the employee will submit an approximate due date a minimum of thirty (30) days prior to the due date. The request of leave for an adoption does not require an exact date, but it would be helpful to inform administration ahead of time. Only six (6) weeks of maternity leave will be allowed under the sick leave provision of this contract unless certified by a medical provider that more time is necessary. A School District may adjust the dates of the leave to coincide with some natural break in the school year.

In the case of a serious medical condition, the employee must submit a medical certification. Sick leave may be used during this twelve (12) week period. In no event shall sick leave with pay be granted beyond the extent of an employee's accumulation of sick leave.

In no event may the School District be required:

- a. To grant any leave more than twelve (12) months in duration.
- b. To permit the teacher to return to employment prior to the date designated in the request for the childcare leave.

A teacher returning from this leave retains all previous experience credit for pay purposes and any unused leave time. However, the teacher shall not accrue additional experience credit for pay purposes or leave time during the period of the leave of absence. The failure of a teacher to return pursuant to arranged date shall constitute a resignation on the return date, unless mutually agreed upon by the School District and the teacher that the leave will be extended.

**Subd. 3. Probation:** The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes 122A.40 are intended to be periods of actual service enabling the School District to evaluate a teacher's performance.



## **Section 10. Local Leave of Absence:**

**Subd. 1. Purpose:** Leaves of absence may be granted for those employees who do not qualify for the sabbatical with the following exceptions:

- a. No pay will be granted to an employee on a leave of absence.
- b. Employees on approved leave of absence will be allowed to maintain insurance benefits at their own expense, upon approval of carrier.
- c. An employee on a leave of absence under this provision shall not accrue a year of experience on the salary schedule
- d. An employee must have completed at least three (3) years in the District in order to apply for a leave of absence.
- e. At the discretion of the District, a leave of absence may extend for longer than one (1) year.

**Subd. 2. Notice:** Employees on leave must notify the District by April 1, if they plan to return from leave. Lack of such notice shall constitute termination of employment.

## **ARTICLE IX UNREQUESTED LEAVE OF ABSENCE**

**Section 1. Purpose:** The purpose of this Article is to provide a plan for the placement of appropriate teachers on unrequested leave of absence ("ULA") without pay or fringe benefits because of discontinuance of position, or lack of pupils, or financial limitations, or merger of classes caused by consolidation of districts, all in accordance with the provisions of Minn. Stat § 122A.40, Subd. 10.

### **Section 2. Definitions:**

**Subd. 1. Teacher:** For purposes of this Article, the term "teacher" will mean an employee who meets all of the following:

1. Required to hold a teaching license from the State of Minnesota pursuant to Minn. Stat § 122A.40, Subd. 1;
2. A non-probationary teacher within the meaning of Minn. Stat §122A.40;
3. A unit member covered by this Agreement.

4. Due to the transition with Minnesota Teaching Licensure beginning July 1, 2018 to the PELSB (Professional Educator Licensing and Standards Board) teachers employed by the School District will be recognized as follows:
  - A: Tier 4 or Continuing Contract 5-year license holder may be a member of the PAEA.
  - B: Tier 3 or Probationary Teachers may be a member of the PAEA.
  - C: Tier 2 Teachers may be a member of the PAEA.
  - D: Tier 1 Teachers cannot be a member of the PAEA and will have no rights to seniority, grievance procedures, compensation, teacher rights, or leave. The School District has sole discretion to determine working conditions.
5. Any teaching position to be held by a Tier 1 license must be posted to Tier 2-4 license holding candidates.
  - A: In the event a teacher who holds a Tier 4 or 3 license but chooses to accept a Tier 1 or 2 license position and teach out of field, will retain their status as a Tier 4 or Tier 3 teacher.

Employees who hold the status as either a probationary teacher or a casual/long-term substitute teacher will not be considered "teacher" for purposes of this Article.

**Subd. 2. Continuous Service Seniority Date:** For purposes of this Article, the term "continuous service seniority date" means the most recent date of continuous service as a teacher for the School District. The seniority date of either a probationary teacher or a casual or a long-term substitute teacher shall relate back to the initial date of hire as either a probationary teacher or a casual/long-term substitute teacher if such service was continuous with the granting of either nonprobationary status following the probationary period or the issuance of a regular teacher contract following the casual/long-term substitute service.

**Subd. 3. Subject Matter or Field Seniority Date:** For purposes of this Article the subject matter or field (SM/F) seniority date shall be defined by the following: The teacher who teaches in a second SM/F will retain seniority in the original SM/F. And, after teaching in the second SM/F for five (5) years, will have seniority in that SM/F also, and the teacher's seniority will continue to accrue from the "continuous service seniority date".

**Subd. 4. Seniority Ranking:** For purposes of this Article, the term "seniority ranking" will mean the relative placement as a qualified teacher on the seniority list. The seniority date earliest in time will have the greater seniority ranking, all within the subject matter or field of a qualified teacher. Provided, however, that the seniority ranking of a teacher reassigned to a new subject matter or field will be determined as stated in Article IX, Section 2, Subd. 3 regarding "subject matter or field seniority date."

**Subd. 5. Qualified:** For purposes of this Article, the term “qualified” shall mean:

1. A Minnesota teaching license in the subject matter, or field in which teaching a majority of the time, e.g., three-fifths (3/5) at the secondary level or greater than fifty (50) percent of the clock hours at the elementary level;
2. A college major within that subject matter or field; and
3. At least one continuous year of satisfactory teaching experience within that subject matter or field out of the last (5) five years in this School District.

**Subd. 6. Tie Breaker:** The term “tie breaker” will mean the date on which the School Board approved the hiring of the teacher as determined by the School District minutes. If a tie remains the selection of the teacher for the purpose of discontinuance will be based on the following criteria in the following order:

- (1) A full-time teacher shall be senior to a part-time teacher;
- (2) Lane on contract;
- (3) Involvement in extra-curricular;
- (4) Licensure in the greatest number of areas;
- (5) School District makes the final decision.

**Subd. 7. Seniority Lists:**

The term “seniority lists” will mean the documents listing the relative seniority ranking of all teachers. The information will include the following:

1. Name;
2. Date (month/year) of school board hire
3. Current FTE status; and
4. Tier; and
5. Current general assignment; and
6. Current lane.

**Subd. 8. School Year:** The term “school year” will mean the normal academic year as established by the school calendar adopted by the School Board.

**Subd. 9. Bump:** The term “bump” will mean the displacement of a less senior teacher by a more senior teacher, all in accordance with the provisions of this Article for identifying the appropriate teacher for placement on ULA.

### **Section 3. Establishment of Seniority List:**

**Subd. 1. Posting:** On or before November 15 of each school year, the School District will post seniority lists at appropriate locations. The tie breaker will be invoked if necessary before the posting. Probationary teachers may appear on the seniority lists, but will be non-renewed rather than placed on ULA.

**Subd. 2. License Renewals and Additions:** A copy of license renewals and/or additions must be filed with the School District prior to November 1 of each school year. A copy of current and valid licenses must be filed in the office of the superintendent. Any license renewal or addition received by the office of the superintendent after November 1 will have no effect on any placement of a teacher on ULA during that school year. A license filed after November 1 will be considered for purposes of reinstatement, but not for purposes of placement on ULA.

**Subd. 3. Breaks in Service:** A teacher's seniority date will not be broken due to an approved leave of absence which is either requested or unrequested. The submission of a resignation which has been accepted by the School District or a termination or immediate discharge of the teacher will constitute a break in service.

**Subd. 4. Challenges:** Any allegations that the seniority list contains errors may be asserted through a written statement setting forth the allegations within twenty-one (21) calendar days from the date of the posting of the seniority list. The failure to file a written statement alleging the errors will constitute a waiver of any error. The written statement must contain all supporting evidence with attachments of relevant proof. The School District will evaluate the allegations and make a decision on their validity. Within thirty-one (31) calendar days after the original posting, the School District will post a final copy of the seniority list. Any teacher who disagrees with the data on the re-posted seniority list may file a grievance within ten (10) calendar days following the re-posting. Any such grievance will be deemed to be at level 4 of the grievance procedure. The arbitration hearing will be sought on an expedited basis. Uncontested data on the seniority list will become final and binding on the School District, all teachers, and the Association for purposes of the ULA process. The arbitration decision will be final and binding as to the data challenged. Issues regarding the data on the seniority list and seniority ranking may not be raised at any hearing regarding a proposed placement of a teacher on ULA.

### **Section 4. Placement on ULA:**

**Subd. 1. Grounds:** The School District may place as many nonprobationary teachers on ULA without pay or fringe benefits due to discontinuance of position, or lack of pupils, or financial limitations, or merger of classes as it deems appropriate. Probationary teachers will be non-renewed.

**Subd. 2. Effective Date:** The placement on ULA will be effective on the last day of the school year as determined by the school calendar in which the affected teacher receives the final notice of placement on ULA, or at an earlier time upon mutual agreement between the teacher and the School

District. In the event that the ULA teacher has been contracted to continue providing services after the effective date of the placement on ULA, e.g., extended contract due to the length of some particular educational program, then the affected teacher will be retained under a letter of assignment for those days of additionally scheduled duty which occur after the effective date of the placement on ULA. The effective date of the ULA will remain as the last day of the school year as determined by the school calendar. The terms and conditions of employment under this letter of assignment will be consistent with those enjoyed prior to the effective date of the placement on ULA, with the exception of this ULA Article.

**Subd. 3. Identification for ULA:** The School District must use each of the following provisions to identify the appropriate teacher for placement on ULA:

1. A part-time qualified teacher may bump only for a quantity of time equal to or less than the quantity of time for which the part-time teacher is employed.
2. The term "realignment" will mean the process whereby:
  - a. A senior teacher is removed from the current area of licensure in which the senior teacher has performing duties;
  - b. The senior teacher is reassigned to other teaching duties for which the senior teacher is licensed,
  - c. A less senior teacher claims the former assignment of the more senior teacher; and
  - d. A third teacher who is junior to both of the other two teachers is placed on ULA.
3. The School District will identify for proposed placement on ULA those teachers who have the least seniority ranking within the subject matter or field. The teacher's seniority ranking will be determined based upon either "subject matter or field seniority date" or "continuous service seniority date" as may be appropriate based upon the Seniority List. A teacher who is the least senior teacher in a subject matter or field as the result of a reassignment within the last five (5) years may use their "continuous service seniority date" in another subject matter or field in order to bump a junior teacher in that other subject matter or field, if any.

**Section 5. ULA Procedures:**

**Subd. 1. Notice:** Prior to placing a teacher on ULA, the School District will give a notice to the teacher of its proposal to place the teacher on ULA together with a statement advising the teacher that the teacher has an opportunity for a hearing in accordance with the provisions of Minn. Stat § 122A.40, Subd. 14.

**Subd. 2. Acquiescence:** A teacher who has been proposed for placement on ULA together with an Association representative must meet with the superintendent to discuss both the grounds of the proposed ULA and the correct identification of the teacher for placement on ULA. To the extent that the parties can agree to either the grounds and/or the correct identification of the teacher for placement on ULA, all or part of a ULA hearing may be avoided. A teacher who either agrees to or acquiesces to placement on ULA without a hearing will have the same reinstatement rights as if a hearing was held.

**Subd. 3. Hearing:** A teacher proposed for ULA may request a hearing in accordance with the provisions of Minn. Stat. § 122A.40, Subd. 14.

**Subd. 4. Placement on ULA:** Upon a teacher's agreement to placement on ULA, or acquiesce to placement on ULA, the School Board will adopt a resolution placing the teacher on ULA and providing the teacher with a notice of such placement. If a hearing has been requested, upon completion of the hearing process, the School Board will consider the final placement of the teacher on ULA together with a notice of the placement. The final notice of placement on ULA must be served on the teacher prior to July 1, and will be effective with the close of the school year as established by the school calendar adopted by the School Board.

## **Section 6. Rights While On ULA:**

**Subd. 1. Other Employment:** A teacher placed on ULA may teach or engage in any other occupation while on ULA. If a teacher on ULA from the School District is hired by the School District as a substitute teacher pursuant to Minn. Stat. § 122A.44 then that teacher will not be considered as being reinstated from ULA unless the substitution period of time is equal to or greater than a full school year. If the period of substitution is for a full school year or more, then the teacher will be reinstated from ULA.

**Subd. 2. Group Insurance:** A teacher placed on ULA may continue in the School District's group insurance plan at the teacher's own cost pursuant to Minn. Stat. § 62A.17. Any disputes as to coverage involve only the teacher and the group insurance carrier, and do not involve the School District.

**Subd. 3. Unemployment Compensation:** A teacher placed on ULA may be eligible for unemployment compensation under the law. Nothing in this Agreement will be construed as a prohibition against or a waiver of such eligibility.

**Subd. 4. Seniority:** Placement on ULA does not constitute a break in service and a teacher's seniority date remains as shown on the seniority list.

## **Section 7. Reinstatement:**

**Subd. 1. Duration:** A teacher's reinstatement right will continue for a period of five (5) years from the effective date of the teacher's placement on ULA. Reinstatement rights will automatically cease with the running of the five (5) year period without further notice from or to either party. An eligible teacher will not have the right to be reinstated to duties that are scheduled to begin after the automatic cessation of reinstatement rights, even if a resignation is submitted or a new position is created with duties scheduled to begin after the end of the reinstatement rights.

**Subd. 2. Address:** A teacher placed on ULA has the responsibility to provide the School District with the address to which any notices of reinstatement are to be mailed. The address must be delivered to the office of the superintendent in a timely manner. If a teacher fails to provide the appropriate notice of address, then the School District may assert the teacher's failure as a defense to any claim of reinstatement for that position by the teacher.

**Subd. 3. Availability:** The teacher who has just been placed on ULA will be presumed to be available for recall during the next following school year. Thereafter, the notice of availability must be renewed by February 1 of each year in order for the teacher to be considered eligible to receive a notice of an available position for the next following school year. A teacher's failure to file the statement of availability by the specified deadlines will result in the automatic loss of all reinstatement rights.

**Subd. 4. Notice:** The School District will send notices by certified mail of available positions to teachers who have filed their addresses and statements of availability and by regular mail to the president of the Exclusive Representative. The School District will prepare an affidavit of service by U.S. Mail which will be deemed to be proof of service by the School District upon the affected teachers. The notice of available positions will be effective upon mailing. The School District will not be responsible for the failure of a notice to reach a teacher so long as the notice has been mailed as provided herein.

**Subd. 5. Waiver and Forfeiture:** A teacher's failure to respond in writing to a notice of an available position(s) within twenty-five (25) days after the mailing of the notice of available position(s) will constitute a waiver and forfeiture of reinstatement rights to the specific position(s) contained in the notice of available positions.

**Subd. 6. Reinstatement Criteria:** In order to be entitled to reinstatement, a teacher must meet each of the following provisions:

1. A full-time qualified teacher may accept reinstatement to a full-time position or a part-time position for which the teacher is qualified. A teacher who has been reduced from a full-time status with ULA reinstatement rights to a part-time status will be considered a full-time teacher for purposes of this Subdivision.

2. A full-time teacher under Subdivision 1, above, who accepts reinstatement to a part-time position retains the right to be reinstated to a full-time position should one become available in the next following school year. The decision to accept the part-time position in a school year is binding for the entire school year.
3. A part-time qualified teacher may accept reinstatement only to part-time positions of a quantity of time equal to or less than the quantity of time for which they last performed duties under the individual teaching contract or notice of assignment in effect at the time of his/her placement on ULA. As with a full-time teacher, a part-time teacher may accept reinstatement to a part-time position that is less than the quantity of time to which they are entitled.
4. In the event that two or more qualified teachers have reinstatement rights to a vacancy or a new position, then the qualified teacher with the greatest seniority ranking will have the right of first refusal for said vacancy or new position.

**Subd. 7. Rejection and Forfeiture:** If a full-time qualified teacher rejects the reinstatement to a full-time vacancy or a new full-time position, then that teacher will be deemed to have forfeited all future reinstatement rights. The teacher's employment relationship with the School District will be deemed to be terminated as if the teacher had voluntarily resigned. The same result will hold for a part-time qualified teacher who rejects reinstatement to a part-time vacancy or a new part-time position which calls for a quantity of time equal to that for which the part-time teacher has reinstatement rights.

**Subd. 8. Reinstatement During School Year:** A teacher who fails to respond in writing to a notice of an available position during the school year within twenty-five (25) days after the mailing of the notice will be deemed to have waived and forfeited reinstatement rights to that specific position. All of the Reinstatement Criteria set forth in Section 7, Subd. 6 of this Section will apply as is set forth in this Subdivision.

**Section 8. Effect:** This Article will govern all teachers as defined in this Article, and will not be construed to affect the rights of any other licensed employees not covered by this Agreement. Teachers previously placed on ULA prior to July 1, 1995 are not affected by this Article.



## **ARTICLE X DISCIPLINE**

A teacher may be disciplined for just cause. Any such discipline is subject to the grievance procedure. Disciplinary action may include any of the following and shall be commensurate with the alleged offense:

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension With Pay; or
4. Suspension Without Pay.
5. Dismissal

## **ARTICLE XI COMPENSATION**

### **Section 1. Salary Schedules:**

**Subd. 1. Status:** The salary schedules shall not be construed as part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the commencement of school in 2023, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. A teacher's advancement is subject to the right of the School District to withhold increments or other salary increases for good and sufficient grounds.

**Subd. 2. Schedules:** The 2023-2024 salary-wages and salaries reflected in Schedule A attached hereto shall be part of the Agreement for the 2024-2025 school years.

**Subd. 3. Exceptional Duty Pay:** The salary guide in Appendix A and Appendix B is a guideline for the school year 2023-2024 and 2024-2025 school years. The District has the privilege to award any teacher for extra or exceptional duty performed. If this clause is used by the Board of Education, the Exclusive Representative shall be informed.

**Subd. 4. Initial Placement on Schedule:** Teachers with previous teaching experience in the Pipestone Area School District shall, upon returning to the District within two (2) years, receive full credit on the salary schedule for teaching experience. Such teachers who have not been engaged in teaching shall, upon returning to the District, be restored to the next position on the salary schedule at which they left. Accumulated sick leave will not be granted to the returning teacher. Teachers who retire but are subsequently rehired shall have their salary determined by the District and no accumulated sick leave shall be given. The Exclusive Representative recognizes that credit may be given for non-teaching professional work experience at the BS/BA level for work germane to the teacher's field, as negotiated between the School District and the applicant.

**Subd. 5. Pay Dates:** All salaries will be paid in ten (10) or twelve (12) payments and will be paid on the twentieth (20th) of each month or the last working day before the twentieth (20th) if it falls on a Saturday or a Sunday or a school vacation. Summer checks will be available on the twentieth (20th). The decision to be paid in ten (10) or twelve (12) months must be made at the beginning of the school year and cannot be changed during the year. Twelve (12) payments will be the assumed payment schedule if no notification is given.

**Subd. 6. Schedule Interpretations:**

- a. Credits for changing lanes on the salary schedule must be submitted by September 12.
- b. B.A. or B.S. indicates a four-year degree.
- c. All credit beyond the B.A. must be germane to the teaching field and shall have written prior approval of the Superintendent. A Professional Advancement Committee shall act as advisory to the Superintendent on all credit approval. The Professional Advancement Committee shall consist of one (1) elementary teacher, one (1) middle school teacher and one (1) high school teacher selected by the Exclusive Representative. It shall also include one (1) principal for each level.
- d. For teachers hired prior to June 30, 1995, a BA+60, BA+75, BA+90, and a BA+105 quarter hours beyond a bachelor's degree will remain equivalent to an MA, MA+15, MA+30, and an MA+45. Up to two-fifths (2/5) of these quarter hours may be undergraduate.

A teacher hired after June 30, 1995 will be paid on the Master's Degree lane or higher only if courses are earned in a Master's Degree program which is both germane to the teaching assignment and approved by the School District in writing and in advance of beginning the program.

- e. M.A. shall mean the award of an approved degree.
- f. MA+10, MA+20, MA+30, MA+40 shall mean 10, 20, 30, or 40 semester hours to be earned after the Master's Degree. Up to two-fifths (2/5) of these semester hours may be undergraduate.
- g. All credits considered for salary schedule advancement must carry a grade equivalent of "B" or better or a pass grade.

- h. Previously unacceptable undergraduate credits will not be credited for a lane change.
- i. The salary schedule is based upon semester hours earned. For purpose of any teacher who still retains quarter credits on their transcript. The following formula will be used as a conversion between quarter credits to semester credits. Divide the number of quarter credits by 1.5.

**Section 2. Extra-Curricular, Co-Curricular and Extra Duty Compensation:** The extra-curricular compensation attached in Appendix A shall be part of the Agreement for the 2023-2024 and the 2024-2025 school years.

### **Section 3. Group Insurance:**

#### **Subd. 1. Health and Hospitalization Insurance:**

- a. Selection: A joint advisory committee consisting of Board members and teachers will be formed to decide the specifications and to review the existing status of the existing carrier and evaluate and recommend the rates for the coming year.
- b. 2023-2024 and 2024-2025 Contribution: The School District will contribute a sum of money up to \$8,000 per year, \$666.66 per month, toward the cost of the premium for single or family coverage. Any difference between the annual premium and District contribution will be applied to a Health Savings Account. Employees must enroll in a health plan to be eligible.
- c. Participation: All employees who wish to participate in insurance coverage shall notify the Superintendent's Office on or before September 10 of each school year.
- d. Eligibility: All teachers who are members of the bargaining unit are eligible for enrollment in the School District's group health and hospitalization plan subject to the insurance carrier's limitations. For a unit member who is less than a full-time teacher, and who is eligible for and is enrolled in the School District's group health and hospitalization insurance plan, any School District contribution towards the premium will be pro-rated.
- e. 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 claims shall be made against the School District as a result of a denial of insurance benefits by the insurance carrier.

**Subd. 2. Term Life Insurance:** The School District shall provide all teachers with a \$50,000 term life insurance group policy to be paid by the School District. Available benefits may be reduced per the life insurance policy.

#### **Section 4. Travel Expenses:**

For all school approved travel.

Meals: Not to exceed \$50 per day - with receipts required.

Hotels: Reservations will be paid in advance with a School District credit card. If the employee chooses to use their personal credit card he/she will be reimbursed with appropriate receipts.

Registrations: Will be paid in advance with a School District credit card or check. If the employee chooses to use their personal credit card he/she will be reimbursed with appropriate receipts.

Driving Expense: If a District vehicle is not available, employees will be reimbursed at the rate approved by the IRS. The District reserves the right to adjust the mileage rate if necessary.

**Section 5. Special Assignments:** The District has the right to assign responsibilities of adult education, driver education, summer assignments, work units, study hall, noon supervision, department and unit leaders. By mutual consent, a teacher may substitute for another teacher during their preparation period. Employees shall be compensated according to the Extra-Curricular Salary Schedule.

**Section 6. Extended Contracts:** Teachers on extended contract shall be paid according to the following formula. Basic services salary divided by the number of teaching weeks worked.

#### **Section 7. Annuity Matching Contribution:**

**Subd. 1. Eligibility.** Effective July 1, 2000, pursuant to and in compliance with Minn. Stat. § 356.24, Subd. 1(5)ii, in order to be eligible for a matching contribution by the School District as provided in this Section, the employee must meet the following:

- a. Employed an average of at least ten (10) hours per week and at least one hundred (100) days per school year;
- b. Employed at least three (3) consecutive years by the Pipestone Area School District;
- c. Authorized a contribution to a qualified tax-sheltered annuity only in an amount equal to either 50% or 100% of the School District's matching contribution as set forth in Subd. 2 of this Section 7 or pro rata portion thereof;
- d. Notified the School District in writing no later than June 1 of each year of the employee's intention to contribute to the tax-sheltered annuity plan and the amount of the contribution;

- e. The employee's participation shall continue from year to year at the specified amount unless the employee notifies the School District to the contrary no later than September 1; and
- f. All employee contributions will be made by payroll deduction, and all contributions must be the same for each pay period.
- g. Teachers will have a choice of existing five (5) companies. There will be no minimum number of participants in any company.

**Subd. 2. District Contribution:**

- a. Rate of Contribution:

<u>Years of Continuous Service to the School District</u>	<u>Dollar Amount of Employer Contribution Based on Full-time Equivalent Employment</u>
4th year through 8th year	\$800
9th year through 13th year	\$1000
14th year through 18th year	\$1200
19th year lifetime maximum	\$1400

- b. The School District contribution will match that of an employee up to the amounts shown on the above chart and subject to a maximum lifetime contribution of Thirty Thousand Dollars (\$30,000) per full-time employee.
- c. For part-time employees, the School District's contribution in the above chart will be pro-rated to be equivalent with the employee's part-time duties. The requirement that the employee's contribution be either 50% or 100% of the chart amounts will also be pro-rated.
- d. For purposes of determining continuous service as set forth in Subd. 1 of this Section 7, an approved leave of absence does not constitute a break in service. If the leave is without pay, however, then there would be no School District contribution during the period of the leave without pay.

**Subd. 3. Coordination with Severance Pay**

- a. Notwithstanding any other provision of this Master Agreement to the contrary, Severance Pay will be provided only to the limited number of employees as described in Appendix C. All other employees will have only the option of the matching contribution to the tax-sheltered annuity provided in this Section 7 pursuant to Minn. Stat. § 356.24, Subd. 1(5)ii.
- b. Only those employees whose names appear in Appendix C will be eligible for Severance Pay as provided in the plan which is also set forth in Appendix C.
- c. Employees who are eligible for Severance Pay may make an election to participate in the tax-sheltered annuity provided in this Section 7. Once the election is

exercised, it is irrevocable. Each dollar of School District matching contribution under this Section 7 will be a set off against the School District's Severance Pay as provided at Appendix C.

**Section 8. Activity Pass:** Each teacher will receive a pass, which provides admission to each home athletic or non-athletic activity.

**Section 9. College in the Schools (CIS):** The following items will apply only for teachers instructing a college class or requested by superintendent to instruct a college course.

**Subd. 1.** The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the School District Superintendent. The teacher will be compensated by the District for the cost of tuition, books, mileage and supplies for the certification as agreed upon by the teacher and the School District Superintendent.

**Subd. 2. Compensation**

- a. Teachers eligible for lane change(s) will receive their lane change(s) as credits earned. Teachers at the MA+30 lane shall also receive a lane change (MA+40).
- b. Teachers participating in the summer CIS program shall be compensated at their daily rate of pay.

**Subd. 3.** The teacher agrees to teach College In The Schools (Concurrent Enrollment) for a minimum of 5 years in the District. The teacher shall not be penalized if failure to teach the required class during the 5 year period is caused by School District action.

**Subd 4.** If the teacher leaves the district, the teacher shall reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the 5-year period.

**Subd 5.** If the teacher declines and the district is able to find a replacement for the College in the Schools assignment(s), after the district has paid for the credits the teacher shall either:

- a. Reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the 5-year period in which college courses have been taught or
- b. Any change to the teacher's lane placement based on the additional credits, will be revoked.

## **ARTICLE XII SUBSTITUTE TEACHERS**

**Section 1. Eligibility:** Individuals hired as substitute teachers who become unit members pursuant to the PELRA and part-time teachers who are not eligible for benefits under the other terms and conditions of employment set forth in this Agreement shall have only those benefits described in this Article. A substitute teacher becomes a unit member on the 31st day (not necessarily continuous) of serving as a substitute for the same unit member.

### **Section 2. Leaves of Absences:**

**Subd. 1. ESST Leave:** Subd.3. ESST Leave: As of January 1, 2024, substitute teachers shall earn one (1) hour of ESST for every thirty (30) hours worked up to a maximum of forty-eight (48) hours of ESST, as defined in Minnesota Statutes, sections 181.9446-181.9448, for each full school year of employment as a substitute teacher by the district. See Appendix D for the allowed uses of ESST time. Total unused ESST hours may accumulate to the maximum accrual of 80 ours.

Substitute teachers who are unit members and part-time teachers shall be eligible for sick leave and ESST leave on a pro rata basis.(Not less than one (1) hour for every thirty (30) hours worked.)

**Subd. 2. Statutory Leaves:** So long as the statutes provide leaves of absence for any employee eligible under this Article, then the statutory leaves will be provided in accordance with the law.

### **Section 3. Insurance:**

**Subd. 1. Carrier:** So long as the School District's group health and hospitalization insurance carrier permits, a teacher eligible under this Article may obtain health and hospitalization coverage by paying the entire premium on a timely basis and under such conditions as the District may specify.

**Subd. 2. Contribution:** Part-time teachers (as distinguished from substitutes) will be eligible for a pro rata contribution by the School District toward the cost of the premium for single coverage for health and hospitalization insurance.

**Section 4. Substitute Compensation:** Any substitute who is to be contracted to teach 30 or more continuous days for the same teacher shall be defined as a Long-Term Substitute and entitled to be compensated at the rate of pay equivalent to the first step BA 0 lane for salary and shall be eligible for pro-rated benefits as provided in this Agreement. The number of contract days divided by total number of teacher contract days (181) will determine the pro-rated percentage.

## **ARTICLE XIII ADMINISTRATION OF AGREEMENT**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing upon the date of its signing through June 30, 2023, and thereafter as provided by the PELRA. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2023, then it must give written notice of such intent no later than October 31, 2022. Unless otherwise mutually agreed, the parties will not commence negotiating before March 1, 2023.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative of the teachers. The parties agree and acknowledge that they have each had the opportunity to bring to the bargaining table any topic regarding a term and condition of employment that was desired. Accordingly, the provisions herein relating to terms and conditions of employment supersede all prior agreements, practices, resolutions, policies, rules, or regulations inconsistent with the provisions of this Agreement.

**Section 3. Severability:** The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstance, is held contrary to law, then it shall not affect any other provision of this Agreement or the application of any provision thereof.

**Section 4. Signed Copies:** There shall be three (3) signed copies of the final Agreement for the purposes of record: one retained by the School Board, one retained by the Exclusive Representative, and one retained by the superintendent.

## **ARTICLE XIV EARLY CHILDHOOD FAMILY EDUCATION TEACHERS/LEARNING READINESS/PRESCHOOL TEACHERS**

**Section 1. Statutory Considerations:** Pursuant to M.S. 122A.26, an Early Childhood Family education (ECFE), Learning Readiness (LR), or Preschool teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, Minn. Stat. 122A.26 specifically provides that such licensure shall not be construed to bring such an ECFE teacher within the definition of a teacher for purposes of Minn. Stat. 122 A.40, Subd. 1 or Minn. Stat. 122A.41, Subd. 1.

**Section 2. Application of Agreement:** The employment of ECFE, LR, and Preschool teachers is unique and market driven and, accordingly, requires particular considerations in the Agreement because of this unique employment relationship.



**Section 3. Probationary Period:** The probationary period of ECFE, LR, and Preschool teachers shall be three school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE, LR, or Preschool teacher, and the ECFE, LR, or Preschool teacher shall have no recourse to grievance procedure. Upon completion of the probationary period, an ECFE, LR, or Preschool teacher may be suspended or discharged only for just cause, according to Minn. Stat. 122A.26, Subd. 9, and such ECFE, LR, or Preschool teacher shall have access to the grievance procedure.

**Section 4. Layoff and Recall:** ECFE, LR, and Preschool teachers shall have seniority only as an ECFE, LR, and Preschool teacher and shall have a separate category on the seniority list consisting only of ECFE, LR, and Preschool teachers. An ECFE, LR, or Preschool teacher shall not have any rights to any other teaching position in the School District. ECFE, LR, and Preschool teachers shall be laid off and recalled within order of seniority with other ECFE, LR, and Preschool teachers. Thus, no teacher for the School District shall have any rights to any teaching position in the ECFE, LR, and Preschool program.

**Section 5. Compensation:** ECFE, LR, and Preschool teacher’s compensation will follow the current formula used by the School District.

**Subd. 1. Formula:** ECFE, LR, and Preschool teacher’s base rate of pay will be set at the hourly rate according to degree attainment at the time of hire, corresponding to Schedule A. Any teacher with less than a Bachelor’s Degree will be paid at a rate of BA 0 minus the difference between BA 0 and MA 0.

**Subd 2. Experience:** In subsequent years of employment, ECFE, LR and Preschool teachers will be compensated as determined by the negotiation settlement, but in an hourly raise and not the settled amount. For example, if the negotiation settlement states that a teacher will receive a \$1,000 raise, this will be calculated by dividing the raise by 1,448 hours to determine the hourly rate increase.

- a. Credits for changing lanes on salary schedule will follow same procedure found in Article XI, Subd. 6 of this agreement.

**Subd. 3. Retroactive:** This agreement takes effect as of July 1, 2017. This will not be retroactive for previous years of service.

**Section 6. Applicable Sections of the Agreement:** ECFE, LR, and Preschool teachers shall be covered by the following sections of the Agreement:

ARTICLE I,	Introduction
ARTICLE II,	Recognition of Exclusive Representative
ARTICLE III,	Definitions
ARTICLE IV,	School District Rights
ARTICLE V,	Teacher Rights

ARTICLE VI,	Grievance Procedure
ARTICLE VIII,	Leaves of Absence
ARTICLE X,	Discipline
ARTICLE XI,	Compensation
ARTICLE XII,	Substitute Part-Time Teaching
ARTICLE XIII,	Administration of Agreement

**Section 7. Non-Applicable Sections of the Agreement:** ECFE, LR, and Preschool teachers shall not be eligible for the following articles of the Agreement, which apply only to regularly licensed, continuing contract teachers:

ARTICLE VII,	Hours of Service
ARTICLE IX,	Unrequested Leave of Absence
ARTICLE XVI	Teacher on Special Assignment (TOSA)

**Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year:** Recognizing that the unique, changing and irregular nature of the ECFE, LR, and Preschool Program, duty week and duty year shall be assigned by the School District upon the needs of the program.

## **Article XV HIRING/REHIRING OF RETIRED TEACHERS**

**Section 1. Licensure:** Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.

**Section 2. Probationary Period:** The probationary period of retired teachers who are hired/rehired by the School District and who have retired from another school district or who have had a break in service since retiring from District 2689 shall be a minimum of one (1) year of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline a previously retired teacher.

**Section 3. Seniority Date:** The seniority date for all rehired retired teachers will be the most recent employment date.

**Section 4. Compensation:** Retired teachers who are hired/rehired by the School District shall be compensated as the parties may agree.

**Section 5. Benefits:** Retired teachers who are hired/rehired by the School District shall be provided benefits and leaves as determined by the School District.

**Section 6. Applicable Sections of the Master Agreement:** Retired teachers who are hired/rehired by the School District shall be covered by the following sections of the Master Agreement:

Article I,	Purpose
Article II,	Recognition of Exclusive Representative
Article III,	Definitions
Article IV,	School District Rights
Article V,	Teacher Rights
Article VI,	Grievance Procedure
Article X,	Discipline
Article XIII,	Administration of Agreement
Article XVI	Teacher on Special Assignment (TOSA)

**Section 7. Sections of the Master Agreement not Applicable:** Retired teachers who are hired/rehired by the School District shall not be eligible for the following articles of the Master Agreement:

Article VII,	Hours of Service
Article VIII,	Leaves of Absence
Article IX,	Unrequested Leave of Absence
Article XI,	Compensation
Article XII,	Substitute Part-Time Teachers
Article XIV,	Early Childhood Family Education Teachers

**Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year:** Recognizing the unique nature of and relationship between the School District and retired teachers who are hired/rehired, the teachers' hours of service, duty day, duty week, and duty year shall be assigned by the School District and modified from time to time based upon the needs of the program.

**Article XVI**  
**REASSIGNMENT TO PERFORM NON-TEACHING DUTIES**  
**Teacher on Special Assignment (TOSA)**

**Section 1 – Definition:** The term “Teacher on Special Assignment” will be used to describe the assignment of an employed teacher into a non-classroom assignment. Special assignment positions may exist in order to provide leadership or coordination for an educational program of the School District (i.e. Dean of Students, Activities Director, Technology Coordinator, Curriculum Coordinator, special projects, etc.). The School District will require a Minnesota teaching license in order to be employed under a TOSA agreement. Teachers in a TOSA position may be required to substitute, model, or co-teacher as needed by the School District. Specific duties required of the TOSA will be determined at the beginning of each school year, as needed and with written agreement by the School District Administration and an appropriate Pipestone Area Education Association Representative.

**Section 2 – Assignment:** The School District shall have the sole authority to determine assignment of the TOSA positions. A TOSA assignment must be mutually agreed upon by the teacher and the School District. Teachers may not use their seniority status to claim any TOSA position or vacancy. Teachers on unrequested leave of absence (ULA), may apply for TOSA positions, and may be considered by the School District for these positions. The School District will not be required to offer a teacher on ULA a TOSA assignment.

**Section 3 – Preparation time:** The TOSA assignment will be provided with a duty-free block of time each day, equivalent to classroom teachers, to be used as preparation time.

**Section 4 – Duty free lunch:** The TOSA assignment will be provided with a 30-minute duty free lunch block of time.

**Section 5 – Length of Term:** The School Board shall determine the beginning and ending dates of a TOSA assignment. During the term of the special assignment, both parties will have the ability to evaluate the program and/or personnel needs, and if necessary request a change in assignment. In the event that either the School District or the TOSA wish to end the term of the assignment, notification must be given to the other party, in writing, by March 1<sup>st</sup> for the following school year.

**Section 6 – Compensation:** A TOSA under this section shall continue to receive all compensations, fringe benefits and other contractual benefits. Due to the nature of the special assignment, additional time and/or compensation may be required. Such compensation will be outlined in the description of the position when the position is assigned.

**Section 7 – Seniority:** A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the School District.

**Section 8 – Reinstatement:** An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment, unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher’s license.

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

PIPESTONE AREA EDUCATION  
ASSOCIATION

By: \_\_\_\_\_  
Ingrid Wielenberg, PAEA President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dave Dulas, PAEA Chief Teacher Negotiator

Dated: \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT  
NO. 2689

By: \_\_\_\_\_  
ISD #2689 Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ISD #2689 Clerk

Dated: \_\_\_\_\_

**SCHEDULE A**  
**BASE PAY FOR 2023-2024**  
**BASE PAY FOR 2024-2025**

**BASE PAY FOR 2023-2024**

	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40</b>

This line applies to teachers hired before June 30, 1995.

	<b>\$46,000</b>	<b>\$47,000</b>	<b>\$48,000</b>	<b>\$49,000</b>	<b>\$50,000</b>	<b>\$51,000</b>	<b>\$52,000</b>	<b>\$53,000</b>	<b>\$54,000</b>
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Insurance Benefit      \$8000 per year/\$666.66 per month

Lane Change              \$1000

Amount of Raise        \$4000 PLUS 1.5%

**BASE PAY FOR 2024-2025**

	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40</b>
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This line applies to teachers hired before June 30, 1995.

	<b>\$47,000</b>	<b>\$48,000</b>	<b>\$49,000</b>	<b>\$50,000</b>	<b>\$51,000</b>	<b>\$52,000</b>	<b>\$53,000</b>	<b>\$54,000</b>	<b>\$55,000</b>
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Insurance Benefit      \$8000 per year/\$666.66 per month

Lane Change              \$1000

Amount of Raise        \$1,000 PLUS 1.5%

**APPENDIX A**  
**Extra-Curricular Salary Schedule**

	<b>2024-25 Base</b>	<b>Number of Coaches</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Hold Harmless</b>
<b>2023-24 Base</b>	<b>\$46,000.00</b>				
<b>Coaching Position</b>	<b>Percentage</b>				
Annual	7.00%	1	\$3,220.00	\$3,290.00	
Basketball, Head	13.00%	2	\$5,980.00	\$6,110.00	
Basketball, B	8.00%	2	\$3,680.00	\$3,760.00	
Basketball, 9th	7.00%	2	\$3,220.00	\$3,290.00	
Basketball, 7 &8	6.00%	4	\$2,760.00	\$2,820.00	
Baseball/Softball Head	11.00%	2	\$5,060.00	\$5,170.00	
Baseball/Softball Assistant	7.00%	2	\$3,220.00	\$3,290.00	
Baseball/Softball B	7.00%	2	\$3,220.00	\$3,290.00	
Baseball/Softball 9th	6.00%	0	\$2,760.00	\$2,820.00	
Baseball/Softball, 7 & 8	5.50%	4	\$2,530.00	\$2,585.00	
Cheerleading, Fall	5.50%	1	\$2,530.00	\$2,585.00	
Cheerleading, Winter	8.00%	1	\$3,680.00	\$3,760.00	
Cheerleading, Competition	1.00%	0	\$460.00	\$470.00	
Cross Country, Head	10.00%	1	\$4,600.00	\$4,700.00	
Cross Country, Assistant	7.00%	1	\$3,220.00	\$3,290.00	
Declam, Coordinator	6.00%	1	\$2,760.00	\$2,820.00	
Football, Head	13.00%	1	\$5,980.00	\$6,110.00	
Football Assistant	9.00%	2	\$4,140.00	\$4,230.00	
Football, B	9.00%	2	\$4,140.00	\$4,230.00	
Football, 9th	7.00%	2	\$3,220.00	\$3,290.00	
Football, 7&8	6.00%	4	\$2,760.00	\$2,820.00	
Golf, Head	9.00%	2	\$4,140.00	\$4,230.00	
Golf, Assistant	6.00%	0	\$2,760.00	\$2,820.00	
Golf, JH	5.50%	1	\$2,530.00	\$2,585.00	
Gymnastics, Head	12.00%	1	\$5,520.00	\$5,640.00	
Gymnastics, Assistant	7.00%	1	\$3,220.00	\$3,290.00	
Gymnastics, JH	6.00%	0	\$2,760.00	\$2,820.00	
Knowledge Bowl, HS	4.00%	1	\$1,840.00	\$1,880.00	
Knowledge Bow, MS	3.00%	1	\$1,380.00	\$1,410.00	
Math Coach	5.00%	1	\$2,300.00	\$2,350.00	
Music, Instrumental Groups	10.00%	1	\$4,600.00	\$4,700.00	
Music, Vocal Groups	8.00%	1	\$3,680.00	\$3,760.00	
Music, Assistant	6.00%	1	\$2,760.00	\$2,820.00	
National Honor Society	2.00%	1	\$920.00	\$940.00	
Newspaper/Yearbook	5.00%	1	\$2,300.00	\$2,350.00	
Peer Helper, Coordinator	4.00%	1	\$1,840.00	\$1,880.00	\$1,908.00
Play, One Act	5.00%	0	\$2,300.00	\$2,350.00	



Play, Three Act		6.00%	0	\$2,760.00	\$2,820.00
Play, Three Act Musical		7.00%	1	\$3,220.00	\$3,290.00
Robotics Coordinator		5.00%	1	\$2,300.00	\$2,350.00
Stage Director		11.00%	1	\$5,060.00	\$5,170.00
Speech, Head		11.00%	1	\$5,060.00	\$5,170.00
Speech, Assistant		5.00%	1	\$2,300.00	\$2,350.00
Speech, JH		4.50%	1	\$2,070.00	\$2,115.00
Stars		3.00%	2	\$1,380.00	\$1,410.00
Student Council, HS		4.00%	2	\$1,840.00	\$1,880.00
Student Council, MS		3.00%	1	\$1,380.00	\$1,410.00
Tennis, Head		9.00%	1	\$4,140.00	\$4,230.00
Tennis, Assistant		6.00%	1	\$2,760.00	\$2,820.00
Track, Head		12.00%	3	\$5,520.00	\$5,640.00
Track, Assistant		8.00%	2	\$3,680.00	\$3,760.00
Track, JH		5.50%	1	\$2,530.00	\$2,585.00
Wrestling, Head		12.00%	1	\$5,520.00	\$5,640.00
Wrestling, Assistant		8.00%	1	\$3,680.00	\$3,760.00
Wrestling, JH		6.00%	1	\$2,760.00	\$2,820.00
Volleyball, Head		12.00%	1	\$5,520.00	\$5,640.00
Volleyball, Assistant		7.00%	1	\$3,220.00	\$3,290.00
Volleyball, 9th		7.00%	1	\$3,220.00	\$3,290.00
Volleyball, 7&8		6.00%	2	\$2,760.00	\$2,820.00
				\$190,670.00	\$194,815.00

**Extra-Curricular Salary Schedule Guidelines**

- A. The percentage for each coach is based off the BA Lane Step 1 of the current Teachers Salary Schedule A.
- B. The following factors are considered to determine the following percentages:
  - 1. Length of season
  - 2. Number of student participants
  - 3. Liability
  - 4. Spectator interest
  - 5. Equipment and facility duties
  - 6. Preparation time
- C. Review Committee – If a sport or activity is added or if any changes are needed to Appendix A, a review committee consisting of the Activities Director, a Head Coach, a School Board Member, and High School Principal will meet and make a final recommendation to the full Board of Education.
- D. When the percentage system is enacted, any coach/advisor that ends up making less than they did prior, will have their prior salary grandfathered until the percentage system pay is greater than the grandfathered salary.

**APPENDIX B  
Other Duties**

		2023-2025
Curriculum Work		\$50.00 Hour
Home Bound Teacher		\$28.00/Hour
Department Heads		\$850.00/Year
Unit Leaders/Leadership Committee Members		\$850.00/Year
District Staff Development Committee		\$30.00/Mtg
Mentor Stipend/Instructional coach		\$750.00/Year
Extra Classes (6th) A) \$2500.00 per Semester (7 period day) B) \$2500.00 per quarter Block C) \$2500.00 per semester skinny (2 quarters)		\$5,000.00/Year
Drivers Education		\$30.00/Hour
		\$40.00/Student
Detention Room		\$65.00/Week
Gym Supervisor		\$28.00/Hour
Weight Room Supervisor (Summer)		\$23.00/Hour
Summer Marching Band		\$7,000.00
Summer Beginning Band		\$1,200.00
Jr. High FFA – 1 Advisor		\$2,700.00
FFA - 1 Advisor		\$4,500.00
FFA Summer Hours – split between 2 advisors		\$2,500.00
Substitute During Prep time (class period equivalency – block = 2 periods)		\$40.00
Literacy Team		\$850.00
PBIS Team		\$850.00
Summer school ( Teachers hourly rate of pay)		
Dean of Students		\$8000.00

**APPENDIX C  
2023-2025**

<b>Basketball</b>		Double Header Events	<b>Volleyball</b>		
Scorer/Announcer	\$60	\$80	Line Judges	\$60	
Scoreboard Operator	\$60	\$80	Scoreboard Operator	\$60	
Supervisors	\$35		Scorer/Announcer	\$60	
Ticket Seller	\$45		Supervisor	\$35	
SHOT CLOCK OPERATOR	\$65	\$85	Ticket Seller	\$45	
<b>Cross Country</b>			Libero Tracker	\$60	
Judge	\$60				
Recorder	\$60		<b>Track</b>	Meets	Pst Invitational
Timer	\$60		Clerk of Course	\$70	\$85
			Shot Put	\$55	\$70
<b>Football</b>			Discus	\$55	\$70
Announcer	\$45		Pole Vault	\$55	\$70
Chain Gang	\$45		High Jump	\$55	\$70
Scoreboard Programmer	\$60 /game		Triple Jump	\$55	\$70
Scoreboard Operator	\$35		Long Jump	\$55	\$70
Ticket Seller	\$45		Timer	\$60	\$70
Ticket Taker	\$35		Ticket Seller	\$55	\$70
Video	\$35		Judges	\$55	\$70
			Hi Tech Operator	\$85	\$85
<b>Gymnastics</b>			Finish Lynx	\$85	\$85
Announcer	\$45		Announcer	\$55	\$70
Scorer	\$60		Awards	\$55	\$70
Ticket Seller	\$45				
		<b>Wrestling</b>	Dual	Triangular	Quad/Conf
		Announcer	\$50	\$60	\$70
		Official Scorer	\$50	\$60	\$70
		Scoreboard Operator	\$50	\$60	\$70
		Supervisor	\$40	\$45	\$50
		Ticket Seller	\$45	\$55	\$65

**ALL MSHSL events will be paid at the MSHSL rate.**

**APPENDIX D  
2023-2025**

<b>Non-Varsity Events</b>	
Chain Gang (9 & 10)	\$30.00
Officials (Basketball, Volleyball, Football)	\$50.00 per JH game; C/B \$70.00 per game
Scoreboard Operator	\$30.00 per game
Scoreboard Operator – Baseball	\$30.00
Umpire (Baseball, Softball)	\$50/\$90 JH; C/B \$85/\$125 (Single game/Doubleheader)
5 <sup>th</sup> Grade Orientation	\$30.00
Music Program Supervisor	\$30.00
Music Concert Performance Instructor	\$60.00 / Per Performance Event
Science Fair	\$50.00
Spelling Bee	\$50.00
Blood Mobile Chair	\$50.00
Health & Safety Committee	\$30.00 mtg + \$300 per year for the Chairman
Book Fair Co-Chairs (2)	\$300 per co-chair per year
Book Fair Committee Members (2)	\$200 per committee member per year
Knowledge Bowl Reader	\$35.00
PLAYS	
Supervisor	\$30.00
Ticket Seller	\$30.00
HOMECOMING	
Coronation Ticket Seller	\$30.00
Coronation Ceremony Chair	\$150.00
Coronation Assistant (2)	\$50.00
Dance Coordinator	\$50.00
Chaperone	\$45.00
PROM	
Decorating	\$90.00
Clean Up	\$90.00
Ticket Taker (Grand March -4)	\$40.00
Prom Supervisor (2)	\$400.00 per person
Chaperone (4)	\$90.00
Graduation Ceremony Director (2)	\$55.00
Ushers	\$40.00
Senior Recognition Coordinator (3)	\$55.00
Junior Class Magazine	\$235.00

## **APPENDIX E**

### **Severance Pay**

Only the named employees in this Appendix C will be eligible for Severance Pay as provided in this Appendix C, subject to the right to make an irrevocable election to participate in a tax-sheltered annuity as provided in Article XI, Section 7, Subd. 3b and c.

*NOTE: At the time of determining the employees who would be eligible for severance pay, the criteria was based on any employee who had 15 or fewer years of continuous active service as a teacher in Minnesota left to perform in order to reach the "rule of 90." Both age and current years of service as a Minnesota teacher determined who would be on this list. The point being that all of these people would be within 15 years of the rule of 90, and could not maximize the benefit under the 403(b) plan. The severance pay list is shown in this Appendix C.*

Notwithstanding the 135-day limit on sick leave accumulation set forth in Article VIII, Section 2, Subdivision 1, only teachers will be permitted to accumulate sick leave to a maximum of 140 days. These days may be accessed for sick leave in accordance with the provisions of the Master Agreement.

**Subd. 1.** The School Board shall pay a severance pay to full-time teachers are at least 55 years of age and who have completed fifteen (15) years of teaching with at least ten (10) years of service with School District #2689 and who are eligible for severance pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School Board, or upon the completion of unrequested leave of absence. Severance pay will be calculated at the age when placed on unrequested leave.

**Subd. 2.** This Section shall apply only to teachers whose service has been full time, as defined by this Agreement. The Board will approve a maximum of five (5) teachers applying for severance in any given fiscal year. These will be honored in the order in which resignations are submitted. If more than five (5) teachers apply for severance in a given year, the sixth person becomes the first applicant in the following year.

**Subd. 3.** Eligible teachers shall receive as severance pay an amount obtained by multiplying the teacher's unused number of sick leave days times the teacher's daily rate of pay. At no time shall the total number of days exceed one hundred (100) days.

**Subd. 4.** In applying these provisions, a teacher's daily rate of pay shall be the basic contract daily rate at the time of termination of service as provided in the basic salary schedule for the basic school year, and shall not include an additional compensation for extra-curricular activities, extended employment or other extra compensation.

**Subd. 5.** Severance pay will be paid in the following manner: One-third the amount due to the employee will be paid in July following retirement, one-third of the amount due will be paid the following January and the remaining one-third will be paid in January one year later. If a teacher dies with a portion of their severance unpaid, the full balance then due shall be paid to the teacher's named beneficiary.

**Subd. 6.** A teacher who is eligible for severance, as defined in paragraph 1 may continue any fringe benefits available to teachers, at his own expense for seven (7) years or the criteria determined by the insurance provider. At that time, the person is eligible for a conversion plan with the carrier.

**Subd. 7.** In the event the employment of a teacher, as defined in this contract, shall be terminated by the School District, and such termination of employment is the result of declining enrollment or elimination of the position, then and in such event, the School District agrees to pay said teacher as follows:

- a. In the event said teacher has been teaching for at least three (3) full and continuous years in the School District prior to said termination, the School District agrees to pay said teacher the sum of five hundred dollars (\$500).
- b. In the event said teacher has been teaching more than three (3) years in the School District prior to said termination, the School District agrees to pay said teacher the sum set forth in paragraph a, and an additional sum on one hundred dollars (\$100) per year of service.
- c. If a teacher is re-employed for all or a portion of the school year following the date of being placed on unrequested leave, said teacher shall reimburse the school the pro-rated share of severance received based on contract days.

## Severance Pay/TSA Match Master List

### Severance Pay/TSA Match

**Master List**

Updated 1-3-24

FY 23-24

<b>4-8 Years</b>	<b>\$800</b>
<b>9-13 Years</b>	<b>\$1000</b>
<b>14-18 Years</b>	<b>\$1200</b>
<b>19 + Years</b>	<b>\$1400</b>

LAST NAME	FIRST NAME	FTE	SEVERANCE	TSA PART	TSA ELIGIBLE	YEAR STARTED	TOTAL YEARS	BOARD MATCH	SICK LV MAX
Amundson	Jenny			Y	Y	2018	6	\$800	135
Bartholomew	Heather			Y	Y	2020	4	\$800	135
Bauman	Danielle			Y	Y	2020	4	\$800	135
Bauman	Kourtney					2022	2		135
Behr	Abbey			Y		2021	3		135
Beltz	Jennifer			Y	Y	2018	6	\$800	135
Bettin	Daniel					1-2022	2		135
Bloemendaal	Shelby					2023	1		135
Boeddeker	Craig			Y	Y	2009	15	\$1200	135
Boomgaarden	Matti			Y		2023	1		135
Boomgaarden	Scott			Y	Y	2010	14	\$1200	135
Bos	Brian			Y	Y	1996	28	\$1400	135
Carpenter	Whitney					2022	2		135
Carson	Mitchel					2022	2		135
Carson	Morgyn					2022	2		135
Chaulsett	Jessica			Y	Y	2017	7	\$800	135
Claar	Angela				Y	2020	4	\$800	135
Damm	Kara					2023	1		135
Danks	Jaime			Y	Y	2006	18	\$1200	135
Davis	Samantha					2021	3		135
Dethlefs	Travis			Y	Y	2002	22	\$1400	135
Dulas	David			Y	Y	2001	23	\$1400	135
Dulas	Ellen			Y	Y	2002	22	\$1400	135
Esselink	Kelsey			Y	Y	2016	8	\$800	135
Evans	Jennifer			Y	Y	1992	32	\$1400	135
Everson	Grant			Y	Y	2020	4	\$800	135
Fenicle	Jamie			Y	Y	1998	26	\$1400	135
Fransman	Nathan			Y	Y	2015	9	\$1000	135
Fritsch	Tiffany					2023	1		135
Gunnink	Lori					5-2023	1		135
Hess	Trisha					2021	3		135
Johnson	Jay			Y	Y	1998	26	\$1400	135
Koopman	Ryan					2021	3		135

Kremin	Tamara					2021	3		135
LaRock	Marie			Y	Y	2020	4	\$800	135
Lane	Stacy					2021	3		135
Loll	Josie					2021	3		135
Lorang	Amy			Y	Y	1995	29	\$1400	135
Ludolph	Emily			Y	Y	2019	5	\$800	135
Maly	Ashley					2022	2		135
Maly	Cole					11-2021	3		135
Mejia	Ashley			Y	Y	2018	6	\$800	135
Minet	Jodie					2021	3		135
Moeller	Mark			Y	Y	2019	5	\$800	135
Nangle	JoLynn			Y	Y	1996	28	\$1400	135
Olson	Lauren			Y	Y	2017	7	\$800	135
Pease	Lisa			Y	Y	1994	30	\$1400	135
Pelach	Erika					2022	2		135
Peters	Wendy			Y	Y	2020	4	\$800	135
Ploeger	Zachary					2021	3		135
Popma	Stacy			Y	Y	1999	25	\$1400	135
Quissell	Jessica					2023	1		135
Reinhard	Kristine			Y	Y	2007	17	\$1200	135
Reinhard	Shane			Y	Y	2004	20	\$1400	135
Resch	Natalie			Y	Y	2020	4	\$800	135
Samuelson	Dawn			Y	Y	2014	10	\$1000	135
Sasker	Lindsey					2022	2		135
Schmitke	Marcy			Y		2023	1		135
Schrecengost	Carrie			Y	Y	2018	6	\$800	135
Schroyer	Tanya			Y	Y	2014	10	\$1000	135
Siebenahler	Nancy		Y	Y	Y	1981	43	\$1400	140
Slaba	Kaysee					2023	1		135
Slaba	Michael					2023	1		135
Slinger	Beverly		Y	Y	Y	1982	42	\$1400	140
Sterud	Scott			Y	Y	2013	11	\$1000	135
Stiles	Nancy			Y	Y	1997	27	\$1400	135
Sullivan	Monica			Y	Y	2008	16	\$1200	135
Taubert	Abbey			Y	Y	2016	8	\$800	135
Taubert	Morgan			Y		2021	3		135
Terry	Samantha			Y	Y	2015	9	\$1000	135
Thompson	Amy			Y	Y	1998	26	\$1400	135
Tiefenthaler	Trevor			Y	Y	2015	9	\$1000	135
Tinklenberg	Todd			Y	Y	1990	34	\$1400	135
Tofteland	Angie			Y	Y	2014	10	\$1000	135
VanDyke	Lisa			Y	Y	2011	13	\$1000	135
VanDyke	Megan			Y	Y	2009	15	\$1200	135
VanHoecke	Emily			Y	Y	2018	6	\$800	135
Wajer	Leslie			Y	Y	1996	28	\$1400	135
Wallace	Stacie				Y	2017	7	\$800	135



Weber	Jennifer			Y	Y	2007	17	\$1200	135
Welsh	Nicholas					2023	1		135
Wentzel	Brittany					2023	1		135
Wielenberg	Ingrid			Y	Y	2017	7	\$800	135
Wielenberg	Ryan			Y	Y	2017	7	\$800	135
Williamson	Emily			Y	Y	2019	5	\$800	135
Winter	Cristin			Y	Y	2013	11	\$1000	135
Wolff	Sharon		Y	Y	Y	1985	39	\$1400	140
Young	Paul			Y	Y	2016	8	\$800	135
Zaske	Mike			Y	Y	2019	5	\$800	135
Zollner	Rick			Y	Y	1990	34	\$1400	135
Zupp	Jennifer			Y	Y	1998	26	\$1400	135

## **APPENDIX F**

### Allowable Uses of Earned Safe and Sick Time (ESST)

1. The teacher's mental or physical illness, treatment or preventive care.
2. A family member's mental or physical illness, treatment or preventive care. See definition of a family member below.
3. Absence due to domestic abuse, sexual assault or stalking of the employee or a family member.
4. Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency. If the day will be made up during the year, the teacher may not use ESST leave.
5. When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

### Definition of Family Member for ESST

1. The teacher's child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of parent).
2. The teacher's spouse or registered domestic partner.
3. The teacher's sibling, stepsibling or foster sibling.
4. The teacher's biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child.
5. The teacher's grandchild, foster grandchild or step-grandchild.
6. The teacher's grandparent or step-grandparent.
7. A child of a sibling of the teacher.
8. A sibling of the parents of the teacher.
9. The teacher's child-in-law or sibling-in-law.
10. Any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner.
11. Any other individual related by blood or whose close association with the teacher is the equivalent of a family relationship.
12. Up to one individual annually designated by the employee.