

Memorandum of Understanding
Emergency Substitution

WHEREAS, the Pipestone Area Education Association (“Union”) and Independent School District No. 2689 (“School District”), collectively referred to as “the Parties” are parties to the Teachers’ Collective Bargaining Agreement (“CBA”) for the period of July 1, 2023 through June 30, 2025; and

WHEREAS, the Union and the School District recognize that licensed instructors may be requested to provide instruction to additional students during already scheduled instructional time due to licensed staff absences.

WHEREAS, the Parties agree that the amendments contained in this Agreement shall go into effect upon ratification by both parties and shall not be applied retroactively (prior to the 2023-24 school year); and NOW, THEREFORE, be it resolved; that for the 2023-24 and the 2024-2025 school year, the Union and the School District agree to amend Article XI, Section 5 Special Assignments as follows:

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. By mutual consent, a teacher may provide instruction to additional students during a time period in which the instructor is already providing instruction. The teacher providing additional instruction will be compensated according to the Extra-Curricular Salary Schedule of “Substituting During Prep Time” in Article XI

Examples may include a physical education instructor accepting students into their class when another physical education instructor may be required to leave early due to coaching requirements, an elementary teacher accepting the students of another teacher due to a lack of short call substitutes, etc. The district will consult with the exclusive representative when similar incidents occur.

Nothing in this Memorandum of Understanding should be considered to create a binding past practice for either party, nor should it be considered as a waiver of inherent managerial rights afforded the district by PELRA.

This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises, or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

This Memorandum of Understanding shall remain in force and effect, unless it is terminated or amended in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

PIPESTONE AREA EDUCATION ASSOCIATION

ISD #2689

BY: *Leslie Wager*
President

BY: _____
Chairperson

Date: 10-22-24

Date: _____

BY: *David Dular*
Chief Teacher Negotiator

BY: _____
Clerk

Date: Oct 22, 24

Date: _____