

Pipestone Area Educational Support Professionals

ESP Contract

For Paraprofessionals

July 1, 2024 to June 30, 2026

Article I

Purpose

Section 1. Parties: This Agreement, entered into between Independent School District No. 2689, Pipestone, Minnesota, hereinafter referred to as the School District, and the Pipestone Area Educational Support Professionals, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for paraprofessional employees during the duration of this Agreement.

Article II

Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Pipestone Area Educational Support Professionals as the exclusive representative for all paraprofessionals employed by the School District. The Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all paraprofessionals employed by the School District, as contained in the Certification of the Exclusive Representative order issued on November 10, 2004, by the Commissioner of the Bureau of Mediation Services.

Article III

Definitions

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits and the employer's personnel policies affecting the working conditions of the employees.

Section 2. School District: For purposes of administering this Agreement, the term; "School District", shall mean the School Board or its designated representative.

Section 3. Probationary Period: Each employee shall serve a one (1) calendar year probationary period during which the employee may be terminated from employment by the District as the District shall see fit without access to the grievance procedures of this Agreement. Any break in service from the District shall result in a new probationary period. A break in service shall mean resignation, termination of employment or a layoff in excess of the period in which the employee has recall rights.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Article IV

School District Rights

Section 1. Inherent Managerial Rights: The School District is not required to meet and negotiate on matters of inherent managerial policy.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school district within its legal limitation and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders not inconsistent with the terms of this Agreement

Section 4. Subcontracting In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than sixty (60) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

Article V

Employee Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or effect the right of any employee or his/her 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 their 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 rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees shall have the right to request and be allowed dues check off pursuant to P.E.L.R.A. Upon receipt of properly executed authorization of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions made shall be transmitted to the exclusive representative together with a list of names of the employees from whom deductions were made. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled

except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President during the month of September.

Section 3, Dues Deductions: Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one-ninth (1/9) of such dues from the regular paycheck of the bargaining unit member for each pay period for 9 consecutive pay periods. The deductions will begin the first pay period on or after October 1. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the school district. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and June 30.

Section 4, Contract Administration: The Exclusive Representative shall be permitted to transact necessary business for the maintenance of this Agreement with the School District administration on school property and at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 5, Facility Usage: The Exclusive Representative may utilize School District facilities in accordance with School District policy.

Section 6, Exclusive Representative Leave:

Subd. 1, Statutory Leave: Pursuant to M.S. 179A.07, subd. 6, the School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative.

Subd. 2 Mediation/Arbitration Leave: Up to three (3) employees who are elected or appointed officials of the Exclusive Representative will be released from their duties with pay in the event that they are required by the mediator or the arbitrator in an interest arbitration to be present at a negotiation's mediation session or in an interest arbitration hearing during a regular duty day.

Section 7, Meet and Confer: Two individual meet and confer sessions per school year may be requested by either the School District or the Exclusive Representative. Each party shall choose up to four (4) representatives for such meetings. The purpose of such meetings shall include discussions of contract administration, questions of procedure or policy, and other mutual concerns of the workplace. By mutual agreement, one (1) additional meet and confer session may be scheduled.

Article VI

Basic Wages and Rates of Pay

Section 1. Wages: The wage guidelines and salaries reflected in Appendix A, attached hereto, shall be part of the agreement for the period commencing. July 1, 2024 through June 30, 2026.

Subd 1. Longevity Pay:

- a. For the purpose of calculating longevity pay, the calculation of the years of service date is the 1st day of the month the employee started employment with the district.
- b. All employees will receive a wage increase of \$0.25 per hour for every 5 years of service completed, applied beginning with the August hours for the September payroll within their anniversary year.

- c. In addition to (b) above, all employees who complete any one year of service after 7/1/22 and continue employment with the district will receive a wage increase of \$0.25 per hour, applied beginning with the August hours for the September payroll within their anniversary year. All employees are eligible to earn this permanent wage increase on one occasion.
- d. An employee must work for a minimum of 30 hours per week during the 1-year period between their service dates in order for the year of service to be credited.

Section 2. Payment Schedule: Wages shall be paid on a monthly pay schedule as designated by the School District.

Subd 1. 9 or 12 Month Pay: Each employee has the option whether they want to be paid over 9 months or 12 months. The employee must decide at the beginning of school year. Adjustments will be made monthly for absences. If employee quits in the first month they will only be paid for the hours they actually worked.

Section 3. Posting of Open Positions All position openings shall be posted in all sites on the official notice board for a period of one week. Thereafter, the District shall advertise the position in the official newspaper of the district and any other publications that the district chooses. Nothing in this agreement shall be construed as requiring the district to give preference to internal candidates for vacancies. The district shall have the right to select candidates as it shall see fit.

Article VII Extra Compensation

Section 1. Additional Work All employees required to work with or for students beyond their normal duty day with prior approval from Principal or Superintendent will be compensated for all additional hours at their regular rate of pay. Any hours over 40 per week will be compensated at time and a half.

Article VIII Fringe Benefits

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board as provided by law. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 2. Health and Hospitalization, Life and LTD Insurance:

Subd. 1. Health Coverage: All current employees are eligible to participate in the school district group health insurance at their own expense.

Subd. 2. Long Term Disability: All employees who are employed twenty (20) or more hours per week shall be eligible to participate in a school district group long term disability insurance at their own expense. Coverage shall be based on no less than 60% of the employee's basic salary. Benefits are to begin after ninety (90) calendar days of total disability. Employees will be responsible for the full premium.

Subd. 3. Life Insurance: The School District shall provide group term life insurance for all employees assigned an average of twenty (20) or more hours per week throughout the school year,

in the amount of \$10,000. Available benefits may be reduced per the life insurance policy. Employees have the option of purchasing more within the guidelines of the insurance company.

Section 3. Group Health Insurance Participation: An employee is eligible to participate in the group health insurance plan, at the employee's expense, as long as the employee is employed by the school district. At termination of employment, participation in the plan shall cease except as provided in COBRA.

Section 4. Annuity Matching Contribution: Employees who meet the following criteria are eligible for a matching contribution to a tax-sheltered annuity:

1. employed an average of at least thirty (30) hours per week and at least one hundred fifty (150) days per school year;
2. employed at least five consecutive years by the School District
3. authorized a contribution to a qualified tax-sheltered annuity that will continue from year to year at the specified amount unless the employee notifies the School District to the contrary no later than July 1; and
4. All employee contributions will be made by payroll deduction, and all contributions must be the same for each pay period.

District Matching Contribution rate:

Years of Continuous Service	Maximum dollar amount of employer contribution based on full-time equivalent employment per year
6 th through 8 th year	\$700
9 th through 15 th year	\$800
16 th through 20 th year	\$900
21 st year and beyond	\$1000

SECTION 5. Activity Pass: Each employee will receive, at no cost, an activity pass annually which provides free admission into each home athletic or non-athletic activity.

**Article IX
Leaves of Absence**

Section 1. Earned Safe and Sick Time (ESST)

Subd. 1: Full time employees shall be credited with 80 hours of ESST at the beginning of the school year. This will be prorated if an employee is below 1.0 FTE, or if the employee begins employment after the school year begins. ESST shall be deducted from the employee's balance in hourly increments.

Subd. 2: The accumulated sick leave and ESST leave as of June 30, 2024 will be converted to ESST leave. The ESST can be accumulated to a maximum of 455 hours per employee.

Subd. 3: ESST leave shall be allowed whenever an employee's absence has been due to the reasons set forth in Minnesota Statute section 181.9447. See Appendix B for further details.

Section 2 Personal Leave: Each employee may request and be granted two (2) days per year to conduct personal business, both to be deducted from sick leave. An employee may also request additional unpaid leave days as mutually agreed between the employee and the superintendent or superintendent's designee. Denial of additional unpaid leave days shall be at the sole discretion of the superintendent or superintendent's designee.

Section 3. Workers' Compensation: An employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, their salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued sick leave.

Section 4. Court and Jury Leaves: An employee shall be allowed to be absent from work if subpoenaed for any court appearance or if required to serve on jury duty. During said absence the employee shall be paid their regular salary less any compensation received as a result of said court appearance.

Section 5, Credit: An employee who returns from unpaid leave shall retain seniority and benefits accrued prior to the leave.

Section 6, Unpaid Leave of Absence:

- a. Unpaid HOURLY Leave - Employees may be granted up to two days of hourly unpaid leave. The request for unpaid leave can only be based on a per hour request (i.e. no request for 15 minutes or 30-minute increments of unpaid leave use). The employee must provide reasonable written prior notice (1 day) of the leave and make every effort to schedule the leave as not to disrupt the operations and functions of the school. Exceeding the number of unpaid HOURLY leave may result in progressive disciplinary action.
- b. Unpaid DAILY Leave – Employees may be granted a leave of absence without pay for a maximum of two days per year. Days may only be taken after the employee has used up all personal leave and ESST leave. Unpaid leave may be only used in half-day increments. Days may be taken consecutively or singularly and shall not be deducted from sick leave. Building administrators or direct supervisors may approve such leave in advance from the employee. Requests shall be submitted at least three work days in advance of the desired leave unless approved by the superintendent in less days. For medical emergencies and deaths, the superintendent may approve additional days of unpaid daily leave. Exceeding the number of unpaid DAILY leave may result in progressive disciplinary action.
- c. Failure to return – Failure of the employee to return pursuant to the established leave request will constitute grounds for termination and the employee will lose all re-employment rights.

Article X

Hours of Service

Section 1. Work Schedules: Notification to employees of continued employment with the District shall be made by July 1 for the next school year. Employee work assignments shall be communicated in writing to the employee by July 1st. Work assignments for the coming year shall include the hours of service per day and the number of days' work per contract year. An employee's refusal of a work assignment could be cause for layoff or discipline. The District has the right to change assignments, based upon the needs of the District, at any time during the school year.

Section 2. Daily Schedules: Employees shall be expected to work at days and times indicated on their regular daily schedules. Employees who are requested to participate in student IEP meetings, extended day field trips, or other pre-approved activities outside their normal working hours shall be compensated for that time at their normal rate of pay.

Section 3. Breaks: Employees are entitled to up to fifteen (15) minutes of break time from work duties as necessary for each four (4) consecutive hours of work. The break time shall be arranged between the employee and the supervisor. Break time is non-accumulating and shall not be used to shorten the workday.

Section 4. Lunch: Each employee scheduled to work six (6) or more hours per day shall be provided up to thirty (30) minutes of duty-free lunch break time. Any employee directed to work during his/her normal duty-free lunch break for emergencies, medical issues, or other unforeseen circumstances shall be compensated at their normal rate of pay.

Article XI

Length of School Year

Section 1 – Duty Days: Each employee's notice of assignment will include a calendar of duty days. The District retains the right to alter duty days as may be necessary due to the needs of the District.

Section 2 – Changes in days: Employees will be notified as soon as practicable of changes in scheduled duty days. Employees will be paid for any change in duty days and/or duty hours which results in less than the original number of days and/or hours, such pay will not be deducted from sick leave.

Section 3 – Weather related days: Employees shall be compensated for any late starts or early releases due to weather or other emergencies, such pay will not be deducted from sick leave. Prescheduled time off hours will be deducted from sick leave. Employees will be paid for make-up days at their regular rate of pay.

Section 4 – Paid holidays: Each employee will have two (2) paid holidays - Christmas Day and Thanksgiving Day.

Section 5 – Staff Development Days: Each employee will have four (4) staff development days assigned by the district.-At least 6 hours of professional development time must be completed prior to the start of the regular school year.

Section 6 – E-Learning Days: In the event the district declares an E-Learning Day, all employees will receive their full pay for scheduled work hours and benefits for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained for an on-call basis for any potential need.

Article XII Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee or the exclusive representative resulting in a dispute or disagreement with the School District as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative: The employee, administrator, or School District may be represented during any step of the procedure by a person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be altered by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, 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 holiday, in which event the period runs until the end of the next day which is not a Saturday, or a Sunday, or a holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. With respect to grievances related to business office issues involving sick leave, personal leave, and other similar issues, the employee shall have twenty (20) days to file a grievance, or twenty (20) days after the employee(s), through the use of reasonable diligence, should have knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee. The time spent on such informal resolution shall not be deducted from the period set forth for filing a written grievance.

Section 5. Adjustment of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussions with the employee's building principal; the principal shall give a written decision on the grievance to the

parties involved within ten (10) days after receipt of the written grievance. Failure of the principal or designee to respond within the time period specified shall constitute a denial of the grievance.

Subd. 2. Level II - In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I or within five (5) days after the decision of the Principal would have been due. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved. Failure of the Superintendent or designee to respond within the time period specified shall constitute a denial of the grievance.

Subd. 3. Level III - In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II or within five (5) days after the decision of the Superintendent would have been due. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee of representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the grievant to appeal to the next level will result in denial of the grievance.

Section 7. Level IV Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure or within ten (10) days after the decision from the School Board would have been due.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the aggrieved party shall request a list of arbitrators from the Bureau of Mediation Services. Each party will strike arbitrators until one remains.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6 Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall

be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issued not so submitted. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Subd. 8. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step IV, Arbitration, or a procedure such as Veteran's Preference that the employee may otherwise be entitled to. If appealed to any procedure other than Step IV, Arbitration, the grievance is not subject to the arbitration procedure as provided in Step IV, Arbitration. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step IV, Arbitration or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step IV, Arbitration.

Article XIII

Job Description

Section 1. Orientation Within the first sixty (60) days of working with students the school district will provide each newly hired employee with information regarding emergency procedures, confidentiality, vulnerability, reporting obligations, student discipline policies, roles and responsibilities and a building orientation.

Section 2. Job Descriptions Each employee will be provided a job description. Job descriptions will be reviewed and updated no less than every three (3) years.

Section 3. "Highly Qualified" Employees: Subd. 1 – Paraprofessionals will attempt to take the ParaPro test within the first 90 days from the date of hire. If unable to pass the ParaPro test, the employee may choose another option provided by state and federal law, including utilizing the state Paraprofessional Credential Competency Grid or other valid state or local assessments.

Subd. 2 – The District shall provide employees with access up to 8 hours of paid time for test preparation and additional time to take the test. The District will cover all costs of registration and other fees to take the test(s).

Section 4. Translation Services:

Subd. 1. Translation services will include the translation of printed or electronic documents and live translation or interpretation of spoken language.

Subd. 2. The employee agrees to use the time clock and time cards to accurately and completely record the time spent in translating duties for the School District. Only time spent while engaged in translating duties will be recorded under code 145 in the time clock system.

Subd. 3. An employee that provides translations services for the School District will be compensated \$20.10 per hour for the duties listed in Subdivision 1 including the wage increase set in Appendix A for the 2024-25 and 2025-26 school year.

Article XIV **Unrequested Leave of Absence**

Section 1. Seniority: Seniority shall be based on the length of continuous service as a paraprofessional in the district. The purpose of seniority is to provide a declared policy as to the general order of layoff and recall of employees.

Section 2. Seniority Date: An employee's seniority date will be their first day of actual employment with the school district. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by granting the higher seniority ranking to the employee with the higher numerical last four digits of his/her social security number.

Section 3. Publication of Seniority List: On or before January 15 of each year, the School District shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall establish seniority by name and seniority date with the paraprofessional with greatest seniority listed first. This seniority list shall be provided to the exclusive representative and posted by the School District in the appropriate area for employees at each worksite. Employees shall have twenty (20) days after the posting date to challenge their rank or status on the seniority list, and absence of such challenge shall constitute full agreement by the employee.

Section 4. Layoff Process: A layoff will be defined as discontinuance or reduction of position(s).

Subd. 1 – The District will lay off employees with the least seniority, provided that the remaining employees are qualified, according to state or federal law, and the employee's employment experience within the district, for the remaining positions. The district reserves the right to determine whether an individual employee is qualified for the remaining position, based upon experience and training of the employee.

Section 5. Notice of Layoff: In the event of a lay-off, the School District shall notify the exclusive representative and the affected employee(s) at the earliest opportunity.

Section 6. Recall: An employee laid off shall be placed on the recall list for a period of eighteen (18) months.

Section 7. Recall Procedure: The school district, upon rehiring, shall do so from the recall list in the inverse order of seniority prior to hiring any outside applicants. It is the responsibility of each employee on recall to keep the District informed of his/her current mailing address and home phone number. The district reserves the right to determine whether an individual employee on layoff is more qualified for the position, according to state or federal law and based upon experience and training of the employee than any more senior employee on the recall list.

Subd. 1. - The employee must accept the first offer of rehiring or be removed from the recall list. The employee shall have five (5) business days in which to accept the position, and if the employee fails to do so, all recall rights shall be forfeited with the exception that an employee on recall shall not be required to accept another position with fewer hours than previously held. The school district will contact the employee by certified mail with a return receipt requested at the

employee's last known mailing address. The receipt shall be used solely to show that the notice was mailed by the District and the signature of the employee him/herself on the receipt shall not be required.

Subd. 2 - An employee who is properly discharged for cause or voluntarily resigns shall forfeit seniority and in the event of re-employment seniority rights shall begin as of the date of re-employment.

Subd. 3 – Recalled employees will retain all fringe benefits and salary level attained prior to layoff.

Article XV Evaluation/Discipline

Section 1, Probationary Period Newly hired employees will serve a probationary period as specified in Article III, Section 3. The school district shall have the right to suspend without pay or discharge such employee during this probationary period as it sees fit in the district's sole discretion, without employee or union access to the grievance procedure.

Section 2, Evaluation The district will conduct periodic evaluations of employees, and may choose to evaluate some employees more frequently than others based on job performance and other factors, at the district's discretion.

Section 3, Discipline For employees who have completed the probationary period, the school district shall have the right to impose disciplinary actions for just cause.

Subd. 1 - Disciplinary actions by the school district may include and the following actions:

1. Oral reprimand, which shall be reduced to writing for the purposes of record keeping.
2. Written reprimand
3. Suspension without pay
4. Discharge

Nothing in this section shall be construed as requiring the district to following the sequence set forth above in imposing disciplinary action.

Subd. 2 - Employees who are subjected to the above actions shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

Section 4. Personnel Files: All evaluations and files relating to each individual employee shall be available for review during regular school hours upon the employee's written request. A representative of the exclusive representative may, at the employee's request, accompany the employee in this review. An employee shall have the right to submit for inclusion in the file written information in response to any material contained therein.

Article XVI

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2024 through June 30, 2026, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. 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 any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement without the mutual agreement of the parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof, or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof. All parties recognize that the School District, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 5. Signed Copies: There shall be three (3) signed copies of the final Agreement for purposes of record: one retained by the School Board, one retained by the Exclusive Representative and one retained by the Superintendent.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT as follows:

For the Pipestone Area Educational Support Professionals:	For Independent School District #2689:
_____ President	_____ Chairperson
_____ Negotiations Chair	_____ Clerk
Dated this _____ day of _____, 2025	Dated this _____ day of _____, 2025

Appendix A

Wage guidelines and salaries

Initial Placement on Schedule: An individual hired with a start date of July 1, 2025 shall be compensated at a rate of pay with credit for relevant and verifiable work experience to the assignment equal to the compensation of current employees with similar years of experience, less any longevity pay granted to existing Pipestone Area School employees. The individual must provide proof of the experience within 30 days of accepting the position. If there are two or more employees with the same experience level at different rates of pay, the district will utilize the lower rate of pay for the new employee. If there is not an employee with similar experience, the rate of compensation shall be established in collaboration between the exclusive representative and the appropriate district representative to determine the rate of compensation for the new employee.

Hourly increases for current employees:

2024-25 => \$1.00 / hour

2025-26 => \$0.75 / hour

The minimum rate of pay for 2024-25 shall be \$16.70 per hour. Employees hired prior to July 1, 2024 shall receive the \$1.00 per hour increase.

The minimum rate of pay for 2025-26 shall be \$17.40 per hour.

APPENDIX B

Allowable Uses of Earned Sick and Safe Time

- 1) An employee's
 - (i) Mental or physical illness, injury, or other health condition
 - (ii) Need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition, or
 - (iii) Need for preventive medical or health care: or
 - (iv) Need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;
- 2) Care if a family member
 - (i) Mental or physical illness, injury, or other health condition
 - (ii) Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health conditions;
 - (iii) Who needs preventive medical or health care
- 3) Absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family members
- 4) Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency. If the day will be made up during the year, the paraprofessional 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 a Family Member for ESST

- 1) The Employee'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 parents(in place of parents)
- 2) The Employee's spouse or registered domestic partner.
- 3) The Employee's sibling, stepsibling or foster sibling
- 4) The Employee'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 Employee's grandchild, foster grandchild or step-grandchild
- 6) The Employee's grandparent or step-grandparent
- 7) A child of a sibling of the Employee
- 8) A sibling of the parent of the Employee
- 9) The Employee'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 Employee is the equivalent of a family relationship
- 12) Up to one individual annual designated by the Employee