

**ALC HYBRID PROGRAM
MEMORANDUM OF UNDERSTANDING
FOUR-DAY WEEK**

This Memorandum of Understanding is entered into between Independent School District No. 347, Willmar Public Schools (hereafter "School District") and Education Minnesota-Willmar ("Union").

WHEREAS, the Union is the exclusive representative of licensed teachers and other instructional support staff ("teachers"), excluding administrators, employed by the District, and

WHEREAS, a ratified Master Agreement for 2021-2023 exists between the School District and the Union, and

WHEREAS, the Minnesota Department of Education ("MDE") has approved a Hybrid four-day school week plan submitted by the School District.

WHEREAS, the District's Alternative Learning Center ("ALC") will be continuing a four-day school week for the 2022-2023 school year; and

WHEREAS, for the Area Learning Center only, the parties wish to modify teacher duty days and any additional items addressed in the Master Agreement that are affected by the change to a four-day school week;

NOW THEREFORE, the Parties hereby agree to the following modifications to the Master Agreement for all teachers employed at the ALC:

1. The school year shall consist of 141 student contact days of 9 hours and 10 minutes per day with a 30 minute unpaid lunch (totals a 9 hour and 40 minute work day). Additionally, there will be 6 regular teacher work days consisting of 7.5 hours or the proration thereof. These days have been set by the District, and are scheduled for August 29, 2022 to September 1, 2022 (4 days), September 9, 2022, and January 16th, 2023. Additionally, March 17th, 2023 (5.5 hours) and June 2, 2023 (7.0 hours) will also be teacher workdays. The remaining hours are scheduled for conferences or work days. An associated preliminary calendar of student contact and work days prepared by the District is attached, but is subject to change at the District's discretion.
2. The regular 4-day workweek will run from Monday-Thursday, but may be revised at the District's discretion as the District retains the inherent managerial right to set the school calendar, and is not negotiating over such inherent managerial rights. If the need arises to schedule a work day on a Friday, the District will endeavor to provide as much advance notice to staff and students as possible.
3. The basic teacher's day, inclusive of a duty-free uninterrupted lunch period of 30 minutes shall be 9.67 hours, beginning at 7:10 a.m. and ending at 4:50 p.m.

4. Preparation time will be in accordance with Article X, Section 4 of the Master Agreement, which will result a minimum of 560 minutes of preparation time during the student contact day over a two (2) week period or its equivalency over a nine (9) month contract. On average a teacher will receive at least 280 minutes of preparation time per four (4) day work week, or approximately seventy (70) minutes per day. If preparation time in Article X, Section 4 changes, preparation time for teachers in the ALC will be adjusted accordingly.
5. Professional time will be in accordance with Article X, Section 5; however, ALC teachers will have 150 minutes of professional time per four (4) day work week scheduled in no less than fifteen (15) minute increments. If professional time in Article X, Section 5 changes, professional time for teachers in the ALC will be adjusted accordingly.
6. Sick and personal leave will accrue in accordance with Article IX, Sections 1 and 2. For teachers accruing leave on a monthly basis, accrual shall occur the same as for non-ALC teachers.
 - a. ALC Teachers using a full day of sick leave will submit the hours for the full day or 9.25 hours.
 - b. ALC Teachers using a full day of personal leave will submit hours consistent with non-ALC teachers, or 7.5 hours. ALC teachers will then be required to make up the additional missed time, 1.75 hours, in conjunction with the Alternative Administrator, by either subbing during their prep time (without additional pay) for the 1.75 hours or by working late or on a Friday.
7. Seniority rights will be given in the same manner as non-ALC teachers. The equivalent of 90 school days, or 675 hours, will be used to determine the qualified status of a teacher in Section 2 subdivision A.
8. 403b matching contributions will be the same as non-ALC teachers by calculating the hours equivalent of the 182 days stated in Article XIX Section 2. Teachers working less than 1,365 hour per year may participate in the matching contribution plan on a pro-rated basis.
9. All sections of the CBA that outline benefit accruals in terms of “days” that are not specifically outlined in this MOU shall be converted to “hours” for ALC teachers for purposes of their accrual and use at a rate of 7.5 hours for each CBA “day.”
10. Any issues arising out of this transition or any rights or duties addressed in the Master Agreement that are affected by the change to a four-day school week, but that are not identified in this MOU shall be discussed between the District and the Union to find an agreeable solution and may be clarified through an additional addendum to this MOU. If such a solution is not possible, this MOU is subject to the grievance procedure in the CBA.

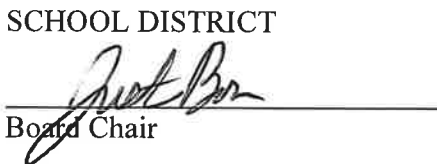
11. Nothing in this MOU may be deemed to establish an interpretation of the CBA, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the CBA between the Union and the District. No party may submit this MOU in any proceeding as evidence of a contract interpretation, a precedent, or a practice.
12. This MOU constitutes the entire agreement between the parties relating to this matter. No party has relied on any statements or promises on this issue that are not set forth in this document. The MOU controls to the extent that it conflicts with the CBA. No changes in this MOU are valid unless they are in writing and signed by all parties.
13. The parties will meet to review this MOU and discuss any necessary adjustments no later than June 30, 2022. This MOU will expire on June 30, 2022 unless re-ratified by both parties or incorporated into the CBA.

By signing below, each party specifically acknowledges that it has read, understands, and agrees to be legally bound by all the terms of this Memorandum of Understanding.

UNION

Representative

7-7-22
Date

SCHOOL DISTRICT

Board Chair

7-26-22
Date

