

MEMORANDUM OF AGREEMENT
Expanded Teacher Work Days

This Memorandum of Agreement (“MOA”) is entered into between Independent School District No. 347, Willmar Public Schools (hereafter “School District”) and Education Minnesota-Willmar (“Union”). The District and the Union may each be referred to as a “Party” and collectively as the “Parties.”

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 2019-2021 exists between the District and the Union and a 2021-2023 Master Agreement is being negotiated between the District and the Union; and

WHEREAS, the School District has received Covid-19 relief funds specifically for impacting the learning loss of students; and

WHEREAS, the Parties would like to use these funds to extend the teacher contract year for 2022-2023 and 2023-2024 to be 187 days; and

WHEREAS, the Parties agree these additional five days of professional development will be used for standards based learning work and the Marzano teacher growth and evaluation model; and

NOW THEREFORE, the Parties hereby agree to the following:

1. Teacher Contract Days. Teachers will be contracted to work 187 days during the 2022-23 and 2023-24 school years. Teachers who are already contracted to work more than 182 days will be have the option to 1) extend their work year by these five days or 2) supplement their current contact with these five days.
2. These extra 5 days will be non-student contact days. For the 2022-23 school year, the 5 work days will be scheduled for August 23-25, 2022, February 20, 2023, and June 6, 2023. The January 16, 2023 In-Service day will be assigned as the teacher directed workday and President’s Day on February 20, 2023 will be a professional development day. June 5, 2023 will be assigned as the professional development day and June 6, 2023 will be teacher work day.
3. The proposed dates for the 2023-24 school year are: August 22-24, 2023, February 19, 2024, and June 3, 2024. The January 15, 2024 In-Service day will be assigned as the teacher directed workday and President’s Day on February 19, 2024 will be a professional development day. June 3, 2024 will be assigned as the professional development day and June 4, 2024 will be teacher workday. These dates are contingent upon consensus from Meet and Confer and School Board approval.

4. Both parties agree to modify school calendars, including ALC, early childhood, and Prairie Lakes, through Meet and Confer.
5. Teachers will be paid for the workdays by adding the extra 5 days to their regular salary. The pay will be split out amongst their regular paychecks. Staff are cautioned that their pay will be reduced when the 5 extra workdays go away in the 2024-25 school year.
6. Staff will receive an approximately one hour duty free lunch each of the five extra work days.
7. Staff who normally do not participate directly in standards based learning work, proficiency scales, and the Marzano teacher growth and evaluation model including but not limited to ECFE teachers, nurses, social workers, guidance counselors, etc. will be provided professional development for these 5 extra work days.
8. Term. This MOA expires on June 30, 2024 unless re-ratified by the Parties or incorporated into the Master Agreement.
9. No Precedent. Nothing in this MOA may be deemed to establish an interpretation of any provision in the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the Union and the District. No party may submit this MOA in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than the enforcement of this Agreement.
10. Disagreements and Grievances. If any issues arise out of this MOA, the Parties shall discuss the issue in order to find an agreeable solution. If the Parties cannot come to an agreement following this discussion, then this MOA is subject to the grievance procedure in the Master Agreement.
11. Entire Agreement. This MOA constitutes the entire agreement between the Parties relating to this matter and replaces any prior or contemporaneous agreement, whether written or oral. Neither Party has relied on any statements or promises on this issue that are not set forth in this document. This MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by all Parties.
12. Equal Drafting. In the event that any person asserts or concludes that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the Parties.

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 Agreement.

UNION

Representative

James J. Knapp

7/30/22
Date

SCHOOL DISTRICT

Board Chair

Justi Ben

8-2-22
Date