

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District No. 347, Willmar Public Schools (hereafter "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;

WHEREAS, a ratified Master Agreement for 2019-2021 exists between the School District and the Union,

WHEREAS, the COVID19 pandemic has interfered with the negotiated plan to change the compensation structure under Appendix C for 2020-2021, as outlined in the Master Agreement; and

WHEREAS, the District and the Union would like to delay the implementation of the changes to the Appendix C for 2020-2021 for a year, and agree to an interim raise on the existing Appendix C for 2019-2020.

NOW THEREFORE, the Parties hereby agree to the following actions in regards to the Master Agreement:

1. The Parties agree that the Appendix C for 2020-2021 changes as outlined in the Master Agreement shall be delayed and not take effect until the 2021-2022 school year. Nothing in this MOU changes any of the language in the Master Agreement related to the implementation of the new compensation structure, other than the year in which it will become effective.
2. For the 2020-2021 school year, the Appendix C for 2019-2020 shall remain in effect. For the 2020-2021 school year, the payments as outlined on that Appendix C shall be increased by the same percentage as the contracted settlement amount for the 2020-2021 school year, or two percent (2%). This 2% increase to all Appendix C rates shall be effective for the 2020-2021 school year.
3. Nothing in this MOU may be deemed to establish an interpretation of 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 MOU in any proceeding as evidence of a contract interpretation, a precedent, or a practice.
4. This MOU is not grievable, and the Union hereby waives any right it may have to file a grievance or pursue any other action against the District regarding any matter that arises out of or relates to the parties entering into this MOU or Appendix C compensation, except that a grievance may be filed pursuant to the Master Agreement

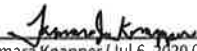
related to the amount of any compensation an individual has received to the extent it is inconsistent with this MOU or Appendix C compensation.

5. In the event any person asserts or concludes that a provision of this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.

6. 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 Master Agreement. No changes in this MOU are valid unless they are in writing and signed by all 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 Understanding.

UNION



Tamara Knapper (Jul 6, 2020 07:17 CDT)

Representative

Jul 6, 2020

Date

SCHOOL DISTRICT



Mike Reynolds (Jul 2, 2020 09:47 CDT)

Board Chair

Jul 2, 2020

Date









Appendix C MOU (1)

Final Audit Report

2020-07-06

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