

MEMORANDUM OF UNDERSTANDING
Related to Executive Order 20-94

This Memorandum of Understanding is entered into between Independent School District No. 347, Willmar Public Schools (hereafter District”) and Education Minnesota-Willmar (“Union”). The District and the Union are collectively referred to 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, pursuant to Executive Order 20-94, the District “must count 30 minutes per day for teacher preparation to provide instruction to students in distance learning or a distance learning or hybrid learning model, as instructional time toward meeting the minimum hours required by Minnesota Statutes 2019, section 120A.41”; and

WHEREAS, beyond the requirements of Executive Order 20-94, the District is currently offering this 30 minutes of additional preparation time to all Teachers even if they are not providing instruction to students in distance learning or a hybrid learning model; and

WHEREAS, the student contact time with Teachers currently ends 30 minutes earlier than Teachers’ regular schedule each day to account for this additional preparation time; and

WHEREAS, the District and its Teachers have an obligation to meet the educational needs of all students; and

WHEREAS, the District would like to create opportunities for Teachers and students to work together after learning hours to ensure educational success for the students; and

WHEREAS, the District would like to allow students and Teachers the option for additional education immediately following the student learning day;

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

1. **Student Extra Help and Credit Recovery.** Teachers may voluntarily use the time after student contact has ended to support students with additional educational needs and credit recovery. Any missed planning time, prep time, or professional time as per Executive Order 20-94 or Article X – Hours of Service, will be completed outside of the teacher’s regular assigned work day.
2. **Waiver of Right.** Any right that Teachers may have to their additional preparation time during the student day is waived by agreeing to receive compensation in exchange for the

services outlined in Paragraph 1. Teachers voluntarily agreeing to such an arrangement shall communicate their intent in writing to the building's Principal. Teachers who do not agree to this arrangement will continue to receive their 30 minutes of preparation time at the end of each school day unless the District determines they are not eligible or Executive Order 20-94 is modified, revoked, or the Peacetime Conditions expire. The District is under no obligation to continue to provide additional preparation time to any teachers who do not qualify under Executive Order 20-94 and may stop doing so at any time.

3. **Compensation.** Teachers will be paid the Credit Recovery/Summer School rate (\$32.79 for 2020-2021) per the Master Agreement for this additional contact time with students. Teachers will account and be paid for this time using the District's Timekeeping process. The Parties agree that this temporary change due to Executive Order 20-94 and this voluntary arrangement does not constitute a pay change under Article VI, Section 8, Compensation for a Greater Load, and it is not considered an "additional class" in exchange for prep time subject to overload pay under this section.
4. **Disagreements and Grievances.** Any issues arising out of this understanding or any rights or duties addressed in the Master Agreement that are affected by the change to the planning time, 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.
5. **No Precedent.** 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.
6. **Equal Drafting.** 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.
7. **Entire Agreement.** 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 the Parties.
8. **Term.** The Parties will meet to review this MOU and discuss any necessary adjustments no later than June 30, 2021. This MOU will expire on June 30, 2021 unless re-ratified by both parties or incorporated into the CBA. If Executive Order 20-94 is modified, revoked, or the Peacetime Emergency conditions expire, this MOU will automatically expire.

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

Tammy Knapper

Representative

Mar 8, 2021

Date

SCHOOL DISTRICT

M

Board Chair

Mar 8, 2021

Date

Signature: Mike Reynolds
Mike Reynolds (Mar 8, 2021 08:01 CST)

Email: reynoldsm@willmar.k12.mn.us

Signature: Tamara J Knapper
Tamara J Knapper (Mar 8, 2021 08:46 CST)

Email: knappert@willmar.k12.mn.us









MOU on Prep Time.docx

Final Audit Report

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