

**MEMORANDUM OF UNDERSTANDING  
PERSONAL LAVE**

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 School District and the Union are in contract negotiations for a 2023-2025 Master Agreement; and

WHEREAS, the School District and the Union agree that the language regarding Personal Leave in Article IX, Section 2, Subdivision 1 is clear; and

WHEREAS, the School District and the Union agree that step advancement will be a part of the settlement for the 2023-2024 school year;

NOW THEREFORE, the Parties hereby agree with the following:

1. For purposes of teachers' entitlement to Personal Leave under Article IX, Section 2, Subdivision 1 of the CBA, teachers on step I in the 2022-2023 school year will advance to step J and receive their additional day of Personal Leave for use during the 2023-2024 school year, so long as they are otherwise eligible for step advancement.
2. 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.
3. This MOU constitutes the entire agreement between the parties relating to this matter. The MOU applies to Article IX, Section 2, Subdivision 1 only, and does not impact any other provisions of the CBA. 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.

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

James J. Knapp  
Representative

9.18.23  
Date

SCHOOL DISTRICT

Justin B.  
Board Chair

9-18-23  
Date