

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into between Independent School District No. 548 (the District) and Pelican Rapids Education Association (the Association), collectively referred to as "the Parties."

WHEREAS, the Association and the District are parties to a 2019-21 Collective Bargaining Agreement covering the member's terms and conditions of employment; and

WHEREAS, in response to the ongoing COVID-19 pandemic, Governor Walz declared a peacetime emergency in Executive Order 20-01; and

WHEREAS, Executive Order 20-82 requires that districts make accommodations to provide students, teachers, and staff with a safe teaching and learning environment that is consistent with Public Health Guidelines; and

WHEREAS, Article XI of the existing 2019-21 Collective Bargaining Agreement provides for preparation time periods; and

WHEREAS, the Parties agree that until June 30, 2021, any teacher directed by District Administration, upon mutual agreement by both parties, to give up a preparation period outlined in Article XI of the 2019-21 Collective Bargaining Agreement to substitute for another teacher's absence shall be compensated at a rate of \$25.00 per hour.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Memorandum of Understanding, the Parties agree as follows:

1. To meet ongoing operational challenges related to COVID-19, teachers directed by District Administration, upon mutual agreement by both parties, to give up a preparation period outlined in Article XI of the 2019-21 Collective Bargaining Agreement to substitute for another teacher's absence shall be paid \$25.00 per hour.
2. Consistent with Executive Orders 20-94 and 20-95, this Memorandum of Understanding does not contradict or interfere with any additional teacher preparation time required by these Orders to provide instruction to students in distance learning or a hybrid learning model.
3. This Memorandum of Understanding shall only be effective until June 30, 2021 at which time it shall expire.
4. This Memorandum of Understanding does not set a precedent or establish a past practice and cannot be used as evidence of such in any future negotiations or arbitrations.
5. This Memorandum of Understanding represents a full and complete agreement between the parties hereto. Any provisions of the 2019-21 Collective Bargaining Agreement not modified by this Memorandum of Understanding remain in full force and effect. There are no covenants, promises, or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understand and fully agree to each, all, and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF: the Parties have executed this Agreement as follows:

For the Pelican Rapids Education Association



President

\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

For Pelican Rapids School District No. 548

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
School Board Clerk

Dated: \_\_\_\_\_