

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between Cannon Valley Special Education Cooperative, 6094 (“Cooperative”) and the Cannon Valley United Educators Mental Health Professionals (“Exclusive Representative”). The Cooperative and the Exclusive Representative are referred to collectively herein as the “Parties.”

WHEREAS, the Cooperative and the Exclusive Representative are parties to a collective bargaining agreement for the period of 2026 through 2029 (“CBA”) that governs the terms and conditions of employment for the certified staff of the Cooperative.

WHEREAS, the Exclusive Representative has expressed concern regarding flexing non-student contact time to coach in member districts.

NOW, THEREFORE, THE PARTIES HEREBY AGREE as follows:

1. A member of the Exclusive Representative may request a flex time schedule for the purposes of coaching in another public school district of up to 30 minutes. This request may be approved at the discretion of the Executive Director. A flex time schedule, and the details how the duty day will be fulfilled, will be submitted in writing before it can be considered for approval. Exclusive Representative members requesting a flex time schedule shall submit the request at least 4 weeks prior to the start date of the flex time schedule and must include a start date and end date of the flex-time request (i.e., based on the season of the activity). Requests that include only non-student contact times will be given priority. Staff members will continue to be responsible for attending program faculty meetings and other meetings related to professional responsibilities, including but not limited to Professional Learning Communities and Individual Education Planning meetings. This may require reverting to the regular work day schedule on those days. If a flex time schedule appears to interfere with normal school needs, the regular schedule may need to be reinstated at the sole discretion of the Executive Director.

All flex time schedules will be reviewed to ensure staffing levels can be met. This is to ensure school and student safety and programing needs and is under the sole discretion of the Executive Director. If there is an abundance of flex time schedule requests, they will be prioritized by the request of non-student/student contact time, Exclusive Member’s seniority date, as well as timeliness submitted for consideration.

2. This Agreement shall become effective when it has been approved by the District’s School Board and signed by the Parties.
3. This Agreement shall remain in effect through June 30, 2029, at which time it will expire.

4. This MOU controls over any language to the contrary in the CBA.

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

By signing below, each party specifically acknowledges that it has read this MOU and that it understands and agrees it is legally bound by all terms of the MOU.

Cannon Valley United Educators Mental Health Professionals

President

Date

Chief Negotiator

Date

Cannon Valley Special Education Cooperative

Its Chair

Date

Its Clerk

Date