

MEMORANDUM OF AGREEMENT
VEBA/H.S.A. Administrative Fee

This Memorandum of Agreement (“MOA”) is entered into between Independent School District No. 347, Willmar Public Schools (hereafter “School District”) and Education Minnesota-Willmar (“Union”). The District and the Union may each be referred to as a “Party” and collectively 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 2021-2023 exists between the District and the Union and a 2023-2025 Master Agreement is being negotiated between the District and the Union; and

WHEREAS, the School District was required to change vendor for the VEBA/H.S.A. due to the previous carrier being bought by another company;

WHEREAS, the new VEBA/H.S.A. vendor does not currently allow for administrative fees to be deducted from active employee’s accounts, but is actively working to rectify this;

WHEREAS, the School District has been paying these administrative fees for all employees while trying to determine a process to meet the obligations of the Master Agreement related to these administrative fees, and

NOW THEREFORE, the Parties hereby agree to the following:

1. The District will continue to pay the administrative fees until such time that the current vendor is able to meet the requirements of the Master Agreement, or a new vendor that is able to meet the requirements of the Master Agreement is found and can be implemented, or until a new process or language can be determined and is then identified through an MOA or negotiated into the Master Agreement.
2. Term. This MOA will be revisited during the 2025-2027 negotiations process and may be incorporated into the 2025-2027 Master Agreement upon ratification of the Agreement.
3. No Precedent. Nothing in this MOA may be deemed to establish an interpretation of any provision in 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 MOA in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than the enforcement of this Agreement.

4. Disagreements and Grievances. If any issues arise out of this MOA, the Parties shall discuss the issue in order to find an agreeable solution. This MOA is not subject to the grievance procedure in the Master Agreement.
5. Entire Agreement. This MOA constitutes the entire agreement between the Parties relating to this matter and replaces any prior or contemporaneous agreement, whether written or oral. Neither Party has relied on any statements or promises on this issue that are not set forth in this document. This MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by all Parties.
6. Equal Drafting. In the event that any person asserts or concludes that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the 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 Agreement.

UNION


Representative

1/22/24
Date

SCHOOL DISTRICT


Board Chair

1/24/2024
Date