

MEMORANDUM OF UNDERSTANDING
403(b) & Matching Contribution

This Memorandum of Understanding is entered into between Independent School District No. 347, Willmar Public Schools ("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 ("teachers"), excluding administrators, employed by the District, and

WHEREAS, a ratified Master Agreement for 2023-2025 exists between the District and the Union; and

WHEREAS, the terms of the Collective Bargaining Agreement (CBA) currently specify the terms and conditions of employment;

WHEREAS, the School District and the Union wish to address a 403(b) and Matching Contribution modification to the current CBA;

NOW THEREFORE, the Parties hereby agree with the following:

1. **Article XIX – 403(b) and Matching Contribution Plan, Section 5. Authorization Agreement** will be changed to say:

The eligible teacher must complete a salary reduction authorization agreement at any time to enroll or implement any changes in the 403(b) matching contributions plan.

2. **Grievance.** This MOU is not grievable. No party to this MOU has an objection to the MOU and each party hereby waives any right they may have to file a grievance or pursue any other action and/or remedy against the District regarding any matter that arises out of or relates to the parties entering into this MOU, or any of the items stated above.
3. **No Precedent or Practice.** Nothing in this MOU may be deemed to establish an interpretation of the CBAs, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the CBAs between the Unions and the District. No party may submit this MOU in any proceeding as evidence of a contract interpretation, a precedent, or a practice.

4. **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 CBAs. No changes in this MOU are valid unless they are in writing and signed by all parties.
5. **Duration.** This MOU shall remain in effect and be incorporated into the 2025-2027 Collective Bargaining Agreement.

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, and has the authority to sign on behalf of the named entity.

[SIGNATURES ON THE FOLLOWING PAGE]

EDUCATION MINNESOTA - WILLMAR

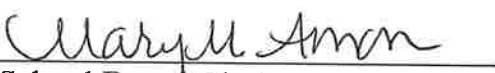
By 
President

Date: 4/15/25

INDEPENDENT SCHOOL DISTRICT NO. 347, WILLMAR PUBLIC SCHOOLS

By 
School Board Chair

Date: 5-12-2025

By 
School Board Clerk

Date: 5-12-2025