MEMORANDUM OF UNDERSTANDING
Salary Schedule Lane Change

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 347, Willmar, Minnesota, ("School District") and the Education Minnesota-Willmar Local #1209 ("Union"). The School District and the Union are referred to 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 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 salary schedule lane change language modification to the current CBA;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual promises and agreements contained in this MOU, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. **Salary Schedule Lane Change**. Article VI – Salaries, Section 6. Salary Schedule lane Change., Subdivision 1 will be changed to:

   Credits considered for application on any lane of the salary schedule must be germane to the teaching assignment, current teaching license, the field of education, or any other student-support role within the district. These credits must be from an accredited institution. In order to be considered for application on the salary schedule, all credits must be approved by the Superintendent or designee in writing prior to taking the course. Individual courses within an approved graduate program are automatically approved for credit on the salary schedule.

2. **Impact to Staff Denied Approval during 2023-2025 School Years.** Teachers who were denied pre-approval or program approval pursuant to Article VI, Section 6, Subdivision 1 prior to the execution of this Memorandum of Understanding will be reconsidered for approval using the

language change stated above. Impacted individuals may request reconsideration by re-submitting a denied request.

3. **Effective Date and Duration.** This Memorandum of Understanding shall continue in effect throughout the 2023-2025 Collective Bargaining Agreement. This Memorandum of Understanding shall continue in effect until a new CBA for the 2025-2027 calendar years is ratified by the parties, unless re-ratified by both parties or incorporated into the CBA.

4. **Equal Drafting.** In the event any party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.

5. **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.

6. **Entire Agreement.** This Memorandum of Understanding contains the full and complete agreement between the parties relative to the subject matter addressed herein. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the party he or she represents.

EDUCATION MINNESOTA-WILLMAR LOCAL #1209

Date: 4/15/25 By _____
Its President

INDEPENDENT SCHOOL DISTRICT NO. 347, WILLMAR PUBLIC SCHOOLS

Date: 5-12-2025 By _____
Its Board Chair