

MEMORANDUM OF AGREEMENT

Allied Teachers - Schedule

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 2023-2025 exists between the District and the Union; and

WHEREAS, the School District and the Union agree to add additional compensation for allied teachers (Elementary STEM, PE/Health, and/or Music Teachers) who are impacted by a schedule that requires combining extra classes due to there being more sections in a grade level than allied teachers available;

NOW THEREFORE, the Parties hereby agree to the following:

1. The District retains the sole right to assign students and duties to allied teachers, and is not bargaining on its inherent managerial rights of assignment. However, the District agrees to compensate Allied Teachers with an additional \$1,000.00 stipend when they are assigned a combined class by the District on their schedule for the entire school year.
2. The stipend applies to classrooms where there is one (1) certified teacher. If there are classrooms where there are two (2) certified teachers (i.e. co-teaching model), this MOU does not apply. However, should one of the teachers be absent on a given day, they may receive the splitting classroom stipend as per the employee handbook.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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

5/12/25
Date

SCHOOL DISTRICT


Board Chair

5-12-25
Date