

A Memorandum of Understanding Between

Independent School District #347 (hereinafter referred to as "District")

AND

Education Minnesota-Willmar, Local #1209 (hereinafter referred to as "Union")

The Memorandum of Understanding ("MOU") is entered into by and between the Union and the District.

Whereas the Union and District are parties to a collective bargaining agreement for the period from July 1, 2023, through June 30, 2025; and,

Whereas, the District has partnered with Southwest Minnesota State University on a teacher apprenticeship program ("The SOTA") meant to provide education support professionals with coursework and on-the-job training toward becoming a licensed teacher; and

Whereas, the parties have decided to come to an agreement governing the terms and conditions of employment for the employees who agree to work as Journeyworkers in the SOTA program;

Whereas, the SOTA program year has been determined to be July 1, 2025, through June 30, 2026.

Now, therefore, in consideration of the mutual promises contained within this MOU, the Union and the District agree to the following provisions governing the terms and conditions of employment for employees who agree to work as Journeyworkers in the SOTA program:

- 1.1 Employees working as Journeyworkers in the SOTA program shall remain members of the bargaining unit as defined in the CBA and be subject to all provisions of the CBA except as otherwise provided in this MOU.
- 1.2 The District, when considering teaching assignment changes, will consider the impact of these changes on the SOTA program prior to a decision being made. Journeyworkers impacted by teaching assignment changes will have the opportunity to consider remaining a Journeyworker in their new assignment.
- 1.3 Employees working as Year One Journeyworkers during the 2025-2026 SOTA program shall be paid a stipend of \$3000 above and beyond the applicable rate for their position under the CBA. Payments will

be made quarterly in four equal payments.

- 1.4 The stipend pay shall be prorated based on the length of service during the 2025-2026 program year.
- 1.5 Employees working as Journeyworkers in the SOTA program shall complete the assigned duties of their teaching position in addition to the duties outlined in the Journeyworker position description.
- 1.6 Employees working as Year One Journeyworkers in the SOTA program shall be partnered with no more than two apprentices during the program year and will be paid the allocated stipend amount per apprentice.
- 1.7 Employees working as Journeyworkers in the SOTA program shall participate in summer training requirements up to a maximum of three days. If a Journeyworker is unable to attend the summer training dates, they are responsible for working with the coordinator to develop a plan.

This MOU will take effect upon signature by both parties and will remain in effect until June 30, 2026, unless both parties agree in writing to end the MOU or to extend its term.

In the event any person asserts that a provision of this MOU is ambiguous, this MOU must be construed to have been drafted equally by all parties.

The parties recognize that this MOU is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOU is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its enforcement.

This MOU constitutes the entire agreement between the parties relating to the subject matter addressed in this MOU. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU are valid until they are in writing and are signed by both parties.

The provisions of this MOU shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

For the Union:

By: Tarone J. Hengge

Its: President

Date: 6/9/25

For the District:

By: Justin Ben

Its: Board Chair

Date: 6/9/2023

Appendix A: Definitions

- The teacher apprenticeship program (“The SOTA”) means a program that registered with the Department of Labor and Industry, signed by the Employer and Local Union, in which an individual employed in an Education Support Professional role receives on-the-job training and related instruction that leads to a bachelor’s degree and Tier 3 license.
- Apprentice means the individual employed as an Education Support Professional enrolled in the teacher apprenticeship program of their employer.
- Journeyworker is the individual that meets the Journeyworker criteria and supports the apprentice in their classroom for at least one academic year, modeling, coaching, observing, and planning with the apprentice.
- Related technical instruction is the coursework and teacher preparation programming that occurs outside of the workday.