

## **MEMORANDUM OF AGREEMENT**

### **Personnel Interpreter**

This Memorandum of Agreement (“MOA”) is entered into between Independent School District No. 347, Willmar Public Schools (hereafter “School District”) and The American Federation of State, County and Municipal Employees (AFSCME) – AFL-CIO (“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 multiple employee groups employed by the District, and

WHEREAS, a ratified Master Agreement for 2024-2026 exists between the District and the Union; and

WHEREAS, the School District has hired multiple employees who speak limited or no English within these bargaining groups; and

WHEREAS, the School District and Union agree that communication and support of these employees is imperative to the success of the employee and the School District; and

NOW THEREFORE, the Parties hereby agree to the following:

1. The District will identify at least one bilingual employee (“selected employee”) in each affected bargaining unit to serve as an interpreter for employee interactions as needed or requested by the employer.
2. These selected employees will be offered the opportunity to serve in a confidential capacity to support the employee with training, communication, and understanding within their role. The selected employee may be asked to translate during orientation, performance meetings, coaching conversations, investigations, and disciplinary meetings up to and including the possible termination of employment of the limited or non-English speaking employee during the employee’s tenure with the School District.
3. The selected employees agree to serve in this confidential capacity and will receive a pay rate of \$1.00 more per hour for their time serving in this capacity. The School District and the selected employee will work together on how this impacts their regular role for each occurrence in which their service is needed. This may result in the opportunity for extra paid time, including overtime.
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

Angie Lien  
Representative

12/30/2025 | 2:27 PM PST  
Date

SCHOOL DISTRICT

Justin Bos  
Board Chair

12/30/2025 | 3:47 PM PST  
Date