A Memorandum of Understanding

The Memorandum of Understanding ("MOU") is entered into by and between AFSCME Council 65 – Local 559 ("Union") and Independent School District No. 347 Willmar Public Schools ("District").

Whereas the Union and District are parties to a collective bargaining agreement for July 1, 2024 through June 30, 2026; and

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

Whereas, the District and its partners have secured and continue to secure multiple sources of funding for implementing said program for the 2025-2026 school year; and

Whereas, the program is in the final stages of development and is pending approval by the Minnesota Professional Educator Licensing and Standards Board (PELSB) and the Minnesota Department of Labor and Industry (DLI); and

Whereas, the District and the Union are committed to creating alternative pathways to becoming a qualified educator in response to significant teacher shortages; and

Whereas, the District and the Union agree that the experience of long-term mentorship to individuals by experienced and licensed teacher will aid in creating competent new educators and will allow for an increased ability to serve students; and

Whereas, the parties have decided to come to an agreement governing the terms and conditions of employment for the employees who participate in the apprenticeship program; and

Whereas, the employee upon the completion of the apprenticeship program would be qualified to teach and then would be party to the collective bargaining agreement for teachers.

Now, therefore, in consideration of the mutual promises contained with this MOU, the Union and the District agree to the following provisions governing the terms and conditions of employment for employees participating in the apprenticeship program:

1. The District will maintain sole discretion in the qualifications, final selection, and the number of Journeyworkers and Apprentices for the program.

2. Apprentices will be selected by the District from a pool of interested candidates following a posting period.

3. The apprentice candidate must have successful admittance into the applicable degree program(s) at Southwest Minnesota State University.

4. The apprentice will work 7.5 hours per day, exclusive of the duty-free lunch (scheduled for 30 minutes) following the 182 day Teacher calendar, participate in three consecutive years of the program including up to three summers (working the Extended School Year (ESY) program, Summer School, Cardinal Place, or other available opportunities that align with the program requirements), and additional time for orientation and professional development. A failure to meet the requirements of the program in this role, for coursework, mentorship, work experience, or any other expectation for completion, as determined by the District, may result in loss of compensation as an apprentice and transfer back to an open position within the bargaining group from which they originated prior to entry into the program.

5. Employees who participate in the apprenticeship program shall have the opportunity to join or remain members within the special education bargaining unit as defined in the CBA and be subject to all provisions of the CBA except as otherwise provided in this MOU.

6. Employees participating in the apprenticeship program shall be paid the rate identified in the Wage Schedule (Appendix B), including the progressive wage increase required by registered apprenticeship programs and in compliance with DLI requirements. The starting rate can be no less than the applicable rate for the special education paraprofessional position under the CBA and shall have their pay adjusted during their participation in the apprenticeship program according to the terms of the CBA.

7. Employees participating in the apprenticeship program shall be eligible for all group insurance benefits provided under the special education paraprofessional CBA and District contributions toward said benefits as provided in the CBA.

8. Employees who leave the apprenticeship program for any reason other than termination for just cause pursuant to the terms of the CBA, including successful completion of the apprenticeship program, shall be eligible for reinstatement to an open position within the bargaining unit from which they originated prior to entering the program. Should an open position not exist, the employee will be offered another available and open position within the district for which they are qualified for, without loss of pay, until such time as a position becomes available within the bargaining unit from which they originated prior to entering the program. At such time, their pay rate will adjust to the

rate the employee would be receiving should they have not entered the apprenticeship program.

9. Employees participating in the apprenticeship program shall retain, and continue to accrue, all benefits under the special education CBA. This includes, but is not limited to, seniority, sick leave, Longevity credit, and any other benefits linked to length of service. Employees coming from a bargaining ~~group~~ unit other than the special education paraprofessional bargaining unit will maintain their seniority in their original bargaining unit, but will receive all other benefits related to the special education bargaining unit.

10. Employees participating in the apprenticeship program shall be partnered with a dedicated Journeyworker during the academic year.

11. If at any point the apprentice is unwilling or unable to meet program requirements, the School District reserves the right to end the apprenticeship and terminate the associated and additional compensation described in this memorandum for both parties.

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 own 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: Angie Lien

Its: AFSCME Labor Rep

Date: 7/3/25

By: Christina R. Hunt

Its: Sp.Ed. Para President

Date: 7/7/2025

For the District:

By: [signature]

Its: Board Chair

Date: 7/9/2025

By: [signature]

Its: Director of HR

Date: 7-8-25

Appendix A: Definitions

- Apprenticeship program means a program that registered with the Department of Labor and Industry and approved by the Professional Educators Licensing and Standards Board, signed by the Employer and Local Union, in which an individual employed by Willmar Public Schools in the apprentice roles within the program 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 Apprentice enrolled in the apprenticeship program of their employer, which receiving the benefits of the Special Education Paraprofessional bargaining unit.
- 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 required and administered through Southwest Minnesota State University.

Appendix B: Wage Schedules

Year	Title	Hourly Wage	% of first year teacher
Year 1	Apprentice Education Support Professional 1	$20.50	55%
Year 2	Apprentice Education Support Professional 2	$22.27	60%
Year 3	Apprentice Teacher	$25.98	70%

*Assumptions:

- Teacher workday is 7.5 hours and 182 days per year: 1,365 hours of work
- Starting teacher pay is currently $50,674
- Teacher pay, per hour, translates to $37.12/hour
- Though Department of Labor and Industry uses no less than 60% of starting Journeyworker pay as a benchmark for approval, this wage schedule starts below that number understanding the apprentice will receive an additional 78 days of summer programming to increase their annual salary.