

MEMORANDUM OF AGREEMENT RESOLVING GRIEVANCE

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 833, South Washington County Schools (“District”), and United Teachers of South Washington County (“Union”).

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, on January 2, 2026, the Union filed a grievance over the District’s interpretation of Article VIII, Section 9, Subdivision 5 of the CBA;

WHEREAS, the District denied the grievance; and

WHEREAS, the parties and their attorneys participated in voluntary mediation of the grievance with a mediator from the Minnesota Bureau of Mediation Services, and are now entering into this MOA to resolve the grievance;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the District and the Union agree as follows:

1. **New Contract Language.** Effective June 1, 2026, the parties will replace Article VIII, Section 9, Subdivision 5, with the language that appears below. This change will be prospective only.

Non-Classroom Teachers Subbing: If the District directs a non-classroom teacher to sub for more than 2.5 hours in a day, the teacher will receive \$100 in addition to their regular rate of pay in recognition that the responsibilities of their regular position do not end because of subbing. The teacher will receive an additional \$50 if the teacher missed a scheduled prep period as a result of subbing.

If the District directs a non-classroom teacher to sub for 2.5 hours or less in a day, the teacher will receive \$50 in addition to their regular rate of pay in recognition that the responsibilities of their regular position do not end because of subbing. The teacher will receive an additional \$25 if the teacher missed half of a scheduled (documented) prep period or less and cannot move the prep period within the student contact day. The teacher will receive an additional \$50 if the teacher missed more than half of a scheduled (documented) prep period and cannot move the prep period within the student contact day.

2. **Withdrawal and Waiver of Grievance.** The Union hereby withdraws the grievance it filed on January 2, 2026, and waives any right to bring the same or any similar grievance in the future. Additionally, the Union waives the right to file or process a grievance for or on behalf of any former, current, or future employee who asserts that the District is obligated to retroactively

apply this MOA or who makes the same assertion that formed the basis of the January 2, 2026 grievance.

3. **No Admission of Liability or Wrongdoing.** This MOA may not be construed to be an admission of liability or wrongdoing by or on behalf of any party to the MOA. The parties are voluntarily entering into this MOA in the spirit of compromise to resolve disputed claims and to avoid the cost and uncertainty of arbitration.

4. **Mediated Agreement.** This MOA is a binding agreement. Consistent with Minnesota Statutes section 572.35, the parties understand and agree that the mediator has no duty to protect their interests or to provide the parties with advice about their legal rights. The parties also understand and agree that signing this MOA may adversely affect their legal rights. The parties have consulted their attorneys before signing this MOA.

5. **Entire Agreement.** This MOA reflects the entire agreement between the parties related to Article VIII, Section 9, Subdivision 5. Neither party has relied on any promises that are not expressly stated in this MOA. No changes to this MOA are valid unless they are in writing and signed by both parties. A copy of this MOA will have the same legal effect as the original.

Independent School District No. 833

Date: 6/1/2026

Abby Baker
Abby Baker, Executive Director of Human
Resources and Operations

United Teachers of South Washington County

Date: 6/1/2026

[Signature]
President