

Memorandum of Understanding
Temporary Staffing through Third-Party Entities

WHEREAS, Eden Prairie Schools (“the District”) and the Eden Prairie Education Association (“the Union”) are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023 through June 20, 2025; and

WHEREAS, the District posts open positions and actively works to hire qualified employees to fill open positions, but this Fall has been unable to hire qualified employees in “hard-to-fill” positions (e.g., Licensed School Nurses, Occupational Therapists, Speech/Language Pathologists) for all open positions, which has resulted in understaffing, negatively impacting both students and colleagues; and

WHEREAS, the District and the Union have discussed the District’s need to temporarily contract with a third-party private or public entity (“outside agency”) to obtain the services of qualified personnel for hard-to-fill positions and are entering into this MOU to ensure that no misunderstandings arise.

NOW, THEREFORE, the District and the Union agree as follows:

1. **Right to Contract.** The parties agree that the District may contract with outside agencies to obtain the services of qualified personnel (“agency employees”) for the following positions: Nurses, Occupational Therapists, and Speech/Language Pathologists, but only if the District has advertised for an open position for ten (10) consecutive work days and no qualified and acceptable candidates, as determined by the District, have applied, been interviewed, and been accepted to the position.
2. **Employment Status.** For all purposes and at all times, all agency employees who are assigned to the District by an outside agency will be considered to be an employee of the outside agency and not an employee of the District. As a result, the District will not pay the agency employee directly; the CBA between the Union and the District will not apply to the agency employee; the agency employee will not be a “public employee” nor a member of the bargaining unit, and the agency employee will not acquire any seniority rights, continuing contract rights, nor other employment rights in the District. The agency employee’s compensation will be determined solely by the agency, as the employer.
3. **Continued Posting.** The District agrees that it will keep open Union bargaining unit positions posted until filled by a District employee. The parties agree that the District retains discretion to determine the qualification and acceptability of employees hired into open positions. The District also agrees that it will not agree to language with the agency that in any way compromises this obligation to keep the position open.

4. **No Precedent.** Nothing in this MOU may be deemed to establish a precedent or practice arising out of or relating to the CBA between the District and the Union. This MOU does not decrease any rights the District would have outside of this MOU. It also does not constitute a waiver by the Union to challenge assignments of bargaining unit work that it believes violates the CBA or applicable law, except as set forth in this MOU. This MOU is enforceable through the CBA grievance process.

5. **Exclusive Representative Rights.** The Exclusive Representative does not waive and expressly reserves its right to challenge any and all School District assignments of bargaining unit work under any future circumstance that the Exclusive Representative alleges to violate the CBA or any applicable law. Nothing in this MOU may be deemed to establish an interpretation of the CBA, a precedent, or a practice or to alter any established interpretation, precedent or practice arising out of or relating to the CBA.

6. **Entire Agreement.** This MOU constitutes the entire agreement relating to the District's right to contract with outside agencies to obtain the services of agency employees. No party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

EPEA Representative

**Eden Prairie Independent School
District No. 272**

EPEA President – Charles Cooper

Board Chair – Aaron Casper

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: January 27, 2025