

## Memorandum of Agreement

This Memorandum of Agreement (“MOA”) is entered into by and between Cannon Valley Special Education Cooperative No. 6094 (“Cooperative”) and the Cannon Valley Local 7378 (“Local 7378”). The District and Local 7378 are referred to collectively herein as the “Parties” and individually as a “Party.”

**WHEREAS**, the Cooperative and Local 7378 have entered into to a collective bargaining agreement effective July 1, 2022, through June 30, 2024 (“Master Agreement”) that governs the terms and conditions of employment for the Cooperative’s non-licensed staff; and

**WHEREAS**, after the Master Agreement went into effect, the Cooperative discontinued the “maintenance specialist” position previously included in the CBA; and

**WHEREAS**, after the Master Agreement went into effect, the Cooperative created a new custodian position, which was not previously included in the CBA; and

**WHEREAS**, the Cooperative and Local 7378 have agreed to a wage for the custodian; and

**WHEREAS**, the Parties are in the process of negotiating a successor contract to the Master Agreement and

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual covenants and agreements contained in this MOA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Duration.** This MOA will become effective upon its execution by both Parties and the Parties agree that the substantive terms of this MOA will be incorporated into the successor to the Master Agreement. The Parties further agree that this MOA shall terminate once the successor to the Master Agreement has been ratified by both Parties.
2. **Wage.** The salary schedule identified in Article VI, Section 3, of the Master Agreement is amended as follows:
  - A. All references to the maintenance specialist in both the 2022-2023 and 2023-2024 salary schedule are deleted.
  - B. The 2023-2024 salary schedule is modified to include the following:

Custodian	19.70	20.70
-----------	-------	-------

Where the first column refers to the title of the position, the second column refers to the probationary rate of pay, and the third column refers to the base rate of pay, as depicted in the salary schedule.

3. **Other Modifications to the Master Agreement.** The Master Agreement is hereby further amended as follows:
  - A. All instances of the position title “maintenance specialist” in the Master Agreement, other than those instances described in Paragraph 2 of this Agreement, are deleted and replaced with the position title “custodian.”
4. **Non-Payment of Backpay.** The Parties agree that this MOA will not result in the payment of backpay to any employee.
5. **Remainder of Master Agreement Unaffected.** Except for the amendments expressly contained herein, this MOA shall not modify, alter, or be construed to modify or alter the remainder of the Master Agreement. The Parties further agree that, except as otherwise provided herein, the position of custodian will be subject to the Master Agreement.
6. **No Past Practice.** The Cooperative and Local 7378 acknowledge that this MOA shall not be deemed to constitute a precedent or create a past practice which would be applicable to any other member of the bargaining unit or classification identified in the Master Agreement or be admissible in any arbitration proceeding or other proceeding involving a dispute between the Parties as evidence of a precedent or past practice. This MOA may not be used as evidence—whether in negotiations, arbitration, or other proceeding—or otherwise be used in any manner to interpret the Master Agreement, or to seek similar benefits for any Cooperative employee(s) other than the employee(s) hired for the custodian position, either through arbitration, negotiation, or other means.
7. **Equal Drafting.** This MOA shall for all purposes be deemed to have been mutually drafted.
8. **Entire Agreement.** This MOA constitutes the entire agreement between the parties regarding the matters addressed in this document. All other provisions of the Master Agreement will remain unchanged. No party has relied upon any oral statements, promises, or representations that are not set forth in this MOA. No changes to this MOA will be valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

**By signing below, each Party specifically acknowledges that it has read this MOA and that it understands and agrees it is legally bound by all terms of the MOA.**

**Local 7378**

**Cannon Valley Special Education  
Cooperative**

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Board Clerk