

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 United Educators (“Union”). The Cooperative and the Union are referred to collectively herein as the “Parties” and individually as a “Party.”

WHEREAS, the Cooperative and the Union have entered into to a collective bargaining agreement effective July 1, 2023 through June 30, 2025 (“Master Agreement”) that governs the terms and conditions of employment for the Cooperative’s teachers; and

WHEREAS, Article VI, Section 4 of the Master Agreement states, in relevant part: “Teachers will be paid on a 24 payment basis with equal amounts paid beginning September 15.”; and

WHEREAS, the Parties desire to attract new teachers by offering a means for newly hired teachers to receive payment earlier than September 15 during their first year of employment with the Cooperative.

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. **Option for 25 Payment Basis for Newly Hired Teachers.** The Parties agree that, notwithstanding the language contained in Article VI, Section 4 of the Master Agreement, newly hired teachers may elect to be paid on a 25-payment basis, with equal amounts paid beginning August 30 rather than September 15. This election may only be made during a teacher’s first year of employment with the Cooperative. Teachers interested in making such an election must inform Finance Director of their desire to be paid on a 25-payment basis in writing no later than August 26th of each school year.
2. **Effective Date and Duration.** This MOA shall become effective upon its execution by both Parties and shall remain in effect until the successor to the Master Agreement has been ratified by both Parties.
3. **Not Precedent Setting.** The Parties agree that this MOA shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the Cooperative and the Union other than for purposes of enforcement of this MOA.

4. **Mutual Drafting.** This MOA is the result of negotiations between the Parties and, accordingly, shall not be construed for or against any Party, regardless of which Party drafted the MOA or any portion thereof. The MOA shall for all purposes be deemed to have been mutually drafted.

5. **Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to CARES Act working assignments. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOA shall be valid unless they are in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOA on the dates shown below.

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.

**Cannon Valley United
Educators**

**Cannon Valley Special Education
Cooperative**

President

Board Chair

Date

Date

Vice President

Board Clerk

Date

Date