**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 197 (“District”) and West St. Paul Federation of Teachers, Local 1148 (“Union”).

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

WHEREAS, the District offers courses at the secondary level for College in the Schools program;

WHEREAS, the Higher Learning Commission indicates that no teacher without a content area Master of Arts, or otherwise failing to meet Higher Learning Commission accreditation criteria will be able to teach concurrent enrollment courses beginning in the fall of 2022. The most likely pursuit for earning accreditation is by earning 18 graduate-level credits in addition to holding any Master of Arts degree;

WHEREAS, Article VI, Section 15 of the CBA states that teachers holding a license to teach at the high school level who pursue a Master of Arts degree in a content area that will allow them to teach a concurrent enrollment course will receive tuition reimbursement. The tuition reimbursement will occur upon completion of District paperwork, District approval, and course completion. Tuition reimbursement will not exceed 50% of the University of Minnesota tuition cost for the year in which the coursework was completed. Content areas will need prior approval by the District;

WHEREAS, the District would like to amend the language in Article VI, Section 15 of the CBA to include Higher Learning Commission accreditation to teach concurrent enrollment courses;

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

1. **Tuition Reimbursement for M.A. in Content Area or Higher Learning Commission Accreditation for Concurrent Enrollment Courses.** Teachers holding a license to teach at the high school level who pursue a Master of Arts degree in content area or who pursue a course of study that will allow them to teach a concurrent enrollment course will receive tuition reimbursement per current CBA language.
2. **Duration.**  This MOA will be in effect upon the signature dates of this agreement and will end June 30, 2021. No retroactivity will be granted.
3. **No Precedent or Past Practice.** Nothing in this MOA may be deemed to establish a precedent or practice arising out of or relating to the CBA between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice.
4. **Entire Agreement.** This MOA constitutes the entire agreement between the parties regarding tuition reimbursement for concurrent enrollment.  Neither party has relied on any statements or promises that are not stated in this MOA. This MOA controls to the extent that it conflicts with the CBA. No changes in this MOA are valid unless they are in writing and signed by both parties.

**AUTHORIZED UNION REPRESENTATIVE**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Union President

**INDEPENDENT SCHOOL DISTRICT NO. 197**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Board Chair

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Board Clerk