

MEMORANDUM OF UNDERSTANDING

The Waterloo Community Unit School District No. 5 (“Board”) and the Waterloo Classroom Teachers’ Association (“WCTA”) (together, the “Parties”) agree to the following Memorandum of Understanding:

WHEREAS, the WCTA is the sole and exclusive bargaining representative of a bargaining unit of all full-time and part-time regularly employed licensed staff employed by the Board; and

WHEREAS, the Teacher Vacancy Grant provides the District with funds to use for addressing instructional needs, and

WHEREAS, funds from the Teacher Vacancy Grant have been used to provide instructional coaching in reading for students, but there remain some additional funds that can be used for other instructional purposes, and

WHEREAS recognizing the increased health care costs imposed upon WCTA members in the last year, the Board wishes to offer a one-time payment to all WCTA members using the excess Teacher Vacancy Grant funds.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and undertakings set forth in this Memorandum of Understanding, the Parties agree as follows:

1. **Term:** This Memorandum of Understanding (“MOU”) shall be in effect for this specific situation only and to accomplish the specific agreement outlined below. It shall not set precedent for any other matter nor adjust any other provisions of Parties’ Collective Bargaining Agreement, effective August 1, 2021, through August 1, 2024 (“CBA”). Moreover, it shall not set precedent for future negotiations on the same subject.
2. **One-Time Payment:** All WCTA members employed on the last day of school for the 2023-2024 school year will receive a one-time lump-sum payment. The payment will be issued to eligible WCTA members following the last day of work for the school year. All WCTA members will receive equal payments. The total value of the funds to be divided equally amongst eligible WCTA members is \$84,925.00 (\$77,500 in compensation; \$7,435 in benefits).

3. **No Impact on Any Other Compensation Contemplated in the CBA:** No other provision of the CBA shall be impacted by this one-time payment.
4. **No Value as Precedent.** This MOU is made and entered into only for the purpose as outlined herein. The Parties agree that this MOU shall not be used or referred to as a binding precedent in any future instance, and the Parties further agree that any future matter, instance, or circumstance regarding the CBA will be addressed on its own merits, without any reliance upon, or consideration of, the terms of this MOU.
5. **Waiver of Grievances, ULPs, etc.** The Union agrees to waive and/or voluntarily dismiss and forego any and all claims, grievances, demands for arbitration, lawsuits, and/or unfair labor practice charges that have been presented, could have been presented, or could be presented with respect to the matters addressed or referred to above or in this MOU.
6. **No Admission of Liability.** The Parties agree that nothing in this MOU shall be construed as an admission by or against any of them of any breach, liability, wrongdoing, or violation of the CBA, or of any applicable law or rule, and that nothing in this MOU shall be so construed against any party, by any other person or entity.
7. **Entire Agreement; Modification and Amendment.** This MOU contains the entire understanding and agreement between all of the Parties on these issues and supersedes all prior written or oral understandings between the Parties or their representatives as to the matters addressed above. This MOU may be modified or amended only by an instrument in writing duly executed and signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this MOU on this 18th day of March, 2024.

Lori Dillenberger, Board President

Date

Kim Ahne, Board Secretary

Date

Renee Koeneman, WCTA President

Date

Chase Guercio, WCTA Secretary

Date