

MEMORANDUM OF UNDERSTANDING

AFSCME Council 65 Local 2195-4 Para/Dietary Bargaining Unit

Paraprofessional Hourly Pay In Lieu of Annualized Pay

This Memorandum of Understanding is entered into on _____ 2026 between WHA ISD #113 (hereafter "District") and AFSCME Council 65, Local 2195-4 (hereafter "Union").

A para professional moved from full time to part time. The schedule is no longer uniform making current language "Section 3: Employees working less than 12 months shall be compensated in 20 or 24 equal pay periods, based on employee choice. The first payroll shall be made on September 15th and the last shall be June 30th or August 31st, dependent upon number of pay periods selected." A less than viable option the district proposes this employee be paid hourly and not annualized.

This is a change in the terms and conditions of employment, and the District and Union agree that since the employee's schedule is not consistent, it is in best interest all parties for the employee, and any employee in this circumstance of non-uniform schedules, to be paid hourly. The payroll for each pay period will reflect compensation for actual hours worked. All other benefits shall be prorated on the percentage of the FTE for the contract year.

The District and the Union agree that any bargaining unit employee whose regular work schedule is not uniform from pay period to pay period may, by mutual agreement, be compensated on an hourly basis rather than under the payment schedule listed in the CBA.

The parties agree that this MOU is not precedent setting and shall expire at the conclusion of the 2025-2026 school year.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS memorandum of understanding to be executed this _____ day of _____, 2026.

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X

WHA ISD #133 Superintendent

X

WHA ISD #133 School Board Chair

X  X 

AFSCME Local 2195-4 Exclusive Representative

AFSCME Local 2195-4 Union President