

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Rockford Area Schools #883
(hereinafter referred to as "District")
AND
EDUCATION MINNESOTA-Rockford (EMR) (hereinafter referred to as "Union")**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that K-12 teachers will participate in Consortium on Reaching Excellence in Education (CORE) Learning Online Language and Literacy Academy (OL&LA) Training; and,

WHEREAS the District and Union have agreed that Pre-K ECSE teachers will participate in LETRS for Early Childhood Educators (ECE); and,

WHEREAS the total anticipated number of hours of training required for CORE Learning OL&LA Training is fifty (50);

WHEREAS the total anticipated number of hours of training required for LETRS ECE Training is thirty five (35);

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between July 1, 2024 and June 30, 2025; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.
- d. Administrators, who are also required to complete READ Act training, as outlined by the statute above and who also hold a current Minnesota *teaching* license, are also eligible.

2. Compensation earned for READ Act training

Teachers/educators will earn compensation as follows:

Stipend of \$1,625 (50 hours x \$32.50/hour) will be paid out to all eligible K-12 teachers/educators upon documented completion of OL&LA "CORE" training and a stipend of \$1,137.50 (35 hours x \$32.50/hour) will be paid out to all eligible Early Childhood teachers/educators upon documented completion of EC LETRS training. These payments will be made on the next scheduled payroll upon submission of the documentation.

3. Credit Recognition

A teacher may submit, *at their own expense*, these hours to a university or college for credit and university or college credits may be approved by the District toward lane change, pursuant to terms in the Master Agreement (contract).

4. Proof of completion

In all cases, teachers shall submit proof of training completion to the Superintendent/Director of Learning & Innovation and/or the Learning & Innovation Specialist (Kathy Mattson).

5. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to the EMR Master Agreement (contract).

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2025 whereas both parties may mutually agree to extend the MOU under the current terms or aligned to new terms outlined in future negotiations.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:

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Dated:

8.15.24

For the Union:

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Dated:

8.16.24