

MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District 13 (hereinafter referred to as “District”)
AND
Education Minnesota, Local 710 (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 teachers will participate in Online Language & Literacy Academy (OL & LA) or LETRS for Early Childhood (LETRS for EC) and,

WHEREAS the total anticipated number of hours of training required for OL & LA and LETRS for Early Childhood is 39-57 hours;

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 August 20, 2024 and June 30, 2025; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Teachers will earn compensation as follows:

Teachers will take OL & LA and LETRS for Early Childhood training during professional development days, Flex Days, and building time scheduled throughout the 2024-2025 school year, which will encompass 47 hours of the training

These professional development days will be provided, as follows:

Forty-seven (47) hours will be scheduled during professional development days, Flex Days, and building time scheduled throughout the 2024-2025 school year.

The remainder of the OL & LA and LETRS for EC training shall be compensated, as follows:

Up to 10 hours District-approved READ Act-related training hours worked outside the contracted duty day shall be compensated at the professional development rate of pay, \$40/hr. Teachers will submit their timecard to Teaching and Learning with their certificate showing completion and passing of the OL & LA or LETRS for Early Childhood course.

3. Credit Recognition

Teachers who elect to be paid through the compensation agreement listed under part 2, are not eligible to apply graduate credits from OL & LA and LETRS for EC training toward a lane change. Credit recognition will be in accordance with the Teacher Master Agreement.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion by uploading to PowerSchool. If you have any questions, contact the Director of Teaching and Learning.

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 progressive discipline per the Master Agreement.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2025.

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:



For the Union:



8-20-2024

Date

8/22/24

Date