

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District #347 (hereinafter referred to as "District")
AND
Education Minnesota-Willmar, Local #1209 (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 and Literacy Academy (OL&LA) or LETRS for Early Childhood; and,

WHEREAS the total anticipated number of hours of training required for OL&LA is 45-57 hours and for LETRS for Early Childhood is 37 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 starting 8/20/24 and thereafter; 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 (combination of scheduled duty days and compensation for time outside the contracted duty day):

These professional development days will be provided, as follows:

- 8 days will be scheduled as district wide professional development days which will encompass up to 57 hours of the training.

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

- A one-time stipend in the amount of \$1,000 shall be paid to the eligible teacher for all other time required outside the contracted duty day to complete District-approved READ Act-related training. The stipend will be paid into the eligible teacher's VEBA/HSA account(s) up to annual maximums allowed. If a teacher does not have a VEBA/HSA, the funds will be placed into their 403b up

to the annual allowed maximum. If a teacher does not have either account or has reached annual maximums, the stipend will be paid through regular payroll.

- If a future hire is required to complete training, they will receive a \$1,000 stipend upon successfully completing the READ Act training. The required training consists of a total of 57 hours, which can be completed through one of the following options:
 - a. Be provided designated professional development time within the school calendar.
 - b. Be provided the training outside of contract hours and receive compensation at their hourly rate.
 - c. Be provided a combination of both options, as determined in collaboration with the district.

3. Credit Recognition

Credits applied toward a lane change:

- In addition to the stipends listed above, upon completion of the full training, teachers are eligible to apply three (3) credits toward a salary lane advancement. The parties agree these credits do not need pre-approval by the school district.
- A teacher who is on the list as agreed upon by the Union and the District in "1. Eligibility" shall receive credits upon completion of the training and submission of the associated transcript as per Article VI, Section 5. A lane change earned as a result of the credits shall be effective during the first lane change window (per the CBA) after completion of the training. Article VI Section 6, Subdivision 4 will not apply to these credits.

4. Proof of completion

Proof of completion will be verified within the Teaching and Learning Department by submitting your certificate of completion. Employees new to the district must submit proof of completion to the district.

5. Payment Timeline

The Teaching and Learning Department will submit a list of teachers who have completed the required training to the Director of Human Resources by June 30th of each year. Teachers will be paid the associated stipend by August 31 of each year.

6. 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 Article V. Section 7 of the CBA.

7. Effective Date and Duration

This MOU shall remain in effect through the completion of Phase II. If either party wishes to discuss the terms of this MOU before that date, a written request must be submitted.

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.

Education Minnesota - Willmar



President

Dated: 6/2/25

Willmar Public Schools



Board Chair

Dated: 6/9/2025