

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District #139 (hereinafter referred to as “District”)
AND
Rush City Education Association Education Minnesota, Local #7231 (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 that have not already met the structured literacy training required by the Read Act will participate in Language Essentials for Teachers of Reading and Spelling (LETRS) and,

WHEREAS the total anticipated number of hours of training required for LETRS training is 150 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; 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 complete the in person portion of LETRS training during professional development days scheduled throughout the school year, which will encompass 48 hours of the training.

These professional development days will be provided, as follows:

- a) Days scheduled as district wide professional development days and/or
- b) Teachers will be released from instruction on dates agreed upon by the parties; the cost of subs will be paid by the District.
- c) If in person training is not available during a contracted day, alternate arrangements can be made by agreement between the district and the teacher. In this case, the teacher will be paid at the hourly staff development rate defined in Article VI of the teacher contract.

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

A stipend in the amount of \$2500 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. This stipend will be paid out in 2 installments:

- a) Payment of \$1000 after successful completion of training for units 1-4, and
- b) Payment of \$1500 after successful completion of training for units 5-8.

3. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to the designated district Literacy Lead.

4. Contingencies for additional time

If the training exceeds 150 hours for teachers completing all modules, the District and Union will reconvene to discuss additional compensation in the form of pay, comp time, or other arrangements.

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 Article IV of the CBA.

8. Effective Date and Duration

This MOU shall continue in effect until all teachers required by the Minnesota READ Act (Minn. Stat. § 120B.123, subd. 5) have completed the required training.

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:

Dated:

Dated: 12-16-24

