

## Memorandum of Agreement

, This Memorandum of Agreement ("MOA") is entered into by and between Cannon Valley Special Education Cooperative No. 6094 ("Cooperative") and the Cannon Valley United Educators ("Union"). The Cooperative and the Union are referred to collectively herein as the "Parties" and individually as a "Party."

**WHEREAS**, the Cooperative and the Union have entered into to a collective bargaining agreement effective July 1, 2023 through June 30, 2025 ("Master Agreement") that governs the terms and conditions of employment for the Cooperative's teachers; and

**WHEREAS**, Article VII, Section 6 of the Master Agreement states: "Individual teachers may enter into separate contracts with the Board for the performance of assignments in addition to or differing from the performance of basic teacher duties. Such separate extra assignment contracts shall not be part of a teacher's continuing contract. Non-bargaining unit individuals hired for Schedule C assignments are not subject to this Agreement."; and

**WHEREAS**, Schedule C of the Master Agreement sets forth the rates of pay for various assignments that are in addition to or differing from the performance of basic teacher duties; and

**WHEREAS**, on May 24, 2023, Minnesota Governor Tim Walz signed the Minnesota Reading to Ensure Academic Development (READ) Act, with the stated public policy goal of ensuring that every Minnesota child, including multilingual learners and students receiving special education services, will be reading at or above grade level; and

**WHEREAS**, the Cooperative desires to assign certain duties related to the READ Act to members of the bargaining unit represented by the Union; and

**WHEREAS**, the Cooperative and the Union desire to set the rates of pay for teachers performing assignments related to the READ Act as if they were set forth in Schedule C of the Master Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual covenants and agreements contained in this MOA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Right to Assign.** The Parties agree that the Cooperative shall have the right to assign the following assignments related to the CARES Act to any member of the

bargaining unit represented by the Union, and further agree that any employee serving in such assignments serve at the discretion of the Cooperative:

**LETRS Trainer**  
**CORE Trainer**

The Parties further agree that removal from these assignments is not subject to the grievance procedure.

- 2. **Compensation for CARES Act Assignments.** The Parties agree that an employee who is assigned an assignment related to the CARES Act shall be compensated as follows:

<b>TASK OR DUTY</b>	<b>RATE OF PAY</b>
LETRS Trainer	\$3,000 stipend per school year
CORE Trainer	\$3,000 stipend per school year

- 3. **Effective Date and Duration.** This MOA shall become effective upon its execution by both Parties and shall remain in effect until the successor to the Master Agreement has been ratified by both Parties.
- 4. **Not Precedent Setting.** The Parties agree that this MOA shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the Cooperative and the Union other than for purposes of enforcement of this MOA.
- 5. **Mutual Drafting.** This MOA is the result of negotiations between the Parties and, accordingly, shall not be construed for or against any Party, regardless of which Party drafted the MOA or any portion thereof. The MOA shall for all purposes be deemed to have been mutually drafted.
- 6. **Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to CARES Act working assignments. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOA will be valid unless they are in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOA on the dates shown below.

By signing below, each Party specifically acknowledges that it has read this MOA and that it understands and agrees it is legally bound by all terms of the MOA.

**Cannon Valley United  
Educators**

**Cannon Valley Special Education  
Cooperative**

President:

Board Chair:

Date:

Date:

Vice President:

Board Clerk:

Date:

Date: