MEMORANDUM OF UNDERSTANDING

BETWEEN

Independent School District #857 (hereinafter referred to as "District") AND

Education Minnesota – Lewiston-Altura (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 is receiving \$21,311 specifically for the purpose of *Teacher Compensation for READ Act training*; and

WHEREAS the District and Union have agreed that Phase One teachers will participate in Online Language & Literacy Academy (OL & LA); and,

WHEREAS the total anticipated number of hours of training required for OL & LA is 45 - 57 hours; and

WHEREAS Phase One Teachers will take OL & LA training for up to 7.25 hours during nine professional development days scheduled throughout the 2024-2025 school year; and

WHEREAS Phase Two Teachers will take one of the MDE approved trainings during the summer of 2026 (non-contract days) and not on professional development days during the 2026-2027 school year; and

WHEREAS there may be additional teachers not yet hired who will need to complete the READ Act training.

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 21, 2024 and September 1, 2026 and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

Phase 1 Teachers (2024-2025 Training): 25 Total

| Courtney | Fricke |
|----------|-----------------|
| Tina | Sand |
| Marcia | O'Duggan |
| Suzanne | Pilger |
| Ginny | Reszka |
| Jane | Weaver |
| Kate | Falkowski |
| Deb | Heftman |
| Scott | Schmaltz |
| Maddie | Gasca-Hernandez |
| Mike | Buringa |
| Liza | Kennedy |
| Kiley | Puetz |
| Kayli | Zezulka |
| Natalie | Mehling |
| Lori | Ostrander |
| Stacy | Walth |
| Valerie | Hettenbach |
| Dylan | Weninger |
| Renee | VanderPlas |
| Theresa | Starks |
| Kinsey | Hornberg |
| Zachary | Vix |
| Shannon | Czaplewski |
| Megan | Kuhn |

<u>Phase Two Teachers (Training: Summer 2026): 6 Total</u> Sarah Berndt Jessie Clegg Megan Caron Sheila McDermott Kayleen Scheck Mari Jo Starks

2. Compensation earned for READ Act training

Teachers will earn compensation as follows:

<u>PHASE ONE</u>: Phase One Teachers will take OL & LA training for up to 7.25 hours during 9 professional development days scheduled throughout the 2024-2025 school year, which will encompass up to 54 hours of the training. Each will receive an additional stipend of **\$500.00** (gross pay) paid out in one (1) payment after successful completion of the full training. It is noted that the district's costs per person with additional district paid payroll taxes is \$500.00 x 25 x 1.16% = \$14,500.

This leaves a balance of \$6811.00 of the READ Act Teacher Compensation funding. This funding will be used to pay for additional Phase One CORE Training if needed, and Phase Two Trainings as outlined below.

READ Act Training Costs in excess of \$6811.00 will be paid from Staff Development funds. It is understood that the Staff Development annual budget is determined by the Staff Development Committee, and these costs may reduce allocations for other staff development spending in 2026-2027.

<u>ADDITIONAL PHASE ONE TEACHER(S)</u>: If an additional teacher(s) is required to complete the Phase One CORE Training, the teacher will complete the training in the summer of 2025 or the summer of 2026, at the hourly rate for Summer Curriculum Development as outlined in the EdMN/L-A Master Agreement. (The 2023-2025 rate is \$30.91/hour.) This is estimated to require 45-57 hours.

<u>PHASE TWO</u>: Phase Two Teachers will take READ Act training during the summer of 2026 (non-contract days) and not on professional development days during the 2026-2027 school year. Each will be compensated after completion of the training at the hourly rate for Summer Curriculum Development as outlined in the EdMN/L-A Master Agreement. (The 2023-2025 rate is \$30.91/hour.) The number of hours paid will be in alignment with the estimated number of hours needed as identified for the specific training program as determined from MDE's approved options. These options are currently planned to be announced in October 2025.

- 3. District staff development funds will pay any additional costs if there are insufficient READ Act funds to cover these costsAny remaining funds not used by June 30, 2027 will be equally paid to the Phase One and Phase Two teachers who have completed the required READ Act training.
- 4. Any additional funding received by the State for the specific purpose of teacher compensation for READ Act Training, will require a new or amended MOU to be negotiated between EdMN/L-A and the ISD #857 School Board.
- 3. <u>CEU Hours</u>

In addition to the stipends/wages listed above, teachers will be awarded sixty (60) CEUs upon completion of the assigned READ Act training. The awarded CEUs is fifty (50) for completion of the READ Act training, and ten (10) for program implementation.

- Proof of completion and payment timeline
 In all cases, teachers shall submit proof of training completion to the superintendent prior to
 compensation.
- 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.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2027.

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: