# MEMORANDUM OF UNDERSTANDING BETWEEN

# Independent School District 118 (hereinafter referred to as "District") AND

Northland Remer Education Minnesota, Local #7224 (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 **LETRS**: Language Essentials for Teachers of Reading and Spelling, provided by Lexia, in partnership with Sourcewell; and,

WHEREAS the total anticipated number of hours of training required for LETRS is 168;

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 July 1, 2024 and June 30, 2026; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5; and,
- d. Belong to one or more of the following:
  - reading intervention teachers working with students in kindergarten through grade 12;
  - ii. all classroom teachers of students in kindergarten through grade 5;
  - iii. special education teachers:
  - iv. curriculum directors:
  - v. instructional support staff, contractors, and volunteers who assist in providing Tier 2 interventions;
  - vi. teachers licensed to teach English to multilingual learners.

### 2. Compensation earned for READ Act training

Teachers will take **LETRS** training during **[8]** professional development days scheduled throughout the 2024-2025 school year and **[8]** professional development days scheduled throughout the 2025-2026 school year, which will encompass **80** hours of the training.

These professional development days will be provided, as follows:

- [8] professional development days each year will provide 3 hours of synchronous training and 2 hours of asynchronous training.
- Teachers will be released from instruction to make up missed synchronous and asynchronous training on dates agreed upon by the teacher and administration. If a substitute is not available,

then the teacher will need to reschedule their missed professional development day. The cost of subs will be paid by the District.

The remainder of the LETRS training shall be compensated, in the following manner:

- Stipends;
- Paid floating professional Development Release Days;
- or Combination of the two
  - 1) Stipend of [\$2,933.70] paid out in 8 installments:
    - a) Payment of [Installment 1 293.37] after completion of training for Unit 1, and
    - b) Payment of [Installment 2 293.37] after completion of training for Unit 2, and
    - c) Payment of [Installment 3 293.37] after completion of training for Unit 3, and
    - d) Payment of [Installment 4 586.74] after completion of training for Unit 4, and
    - e) Payment of [Installment 5 293.37] after completion of training for Unit 5, and
    - f) Payment of [Installment 6 293.37] after completion of training for Unit 6, and
    - g) Payment of [Installment 7 293.37] after completion of training for Unit 7, and
    - h) Payment of [Installment 8 586.74] after completion of training for Unit 8.
  - 2) Paid floating professional development release days:

In replacement to the stipends listed above, [10] paid floating professional development release days may be taken to complete the required training.

- a) These days must be scheduled on student instructional days during the 2024-2025 and 2025-2026 school year.
- b) These days shall be considered a teacher contract day; no additional compensation will be paid beyond the teacher's regular rate of pay.
- c) These days must be taken in full day increments.
- d) The cost of the substitute teacher will be paid by the district.
- e) A substitute teacher must be scheduled in advance. If a substitute is not available, then the teacher will need to reschedule their floating professional development day, unless otherwise approved by administration.
- f) Teachers are limited to 1 paid floating professional development release day per quarter to correspond with the pacing of the units, and 1 extra paid floating professional development release day per year that can be used during any quarter.

#### 3. Credit Recognition

Teachers who elect to be paid through the Compensation arrangement listed above in item 2 are not eligible to apply graduate credits from LETRS training toward a lane change.

For those teachers not choosing compensation, requests for graduate credits to apply toward a lane change may be made according to Article [VI], Section [3]. Credits earned through completion of LETRS training shall be considered pre-approved by the district.

## 4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to the Elementary Principal.

#### 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 V, Section 8 of the CBA.

#### 6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2026.

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:			
	Q/NI			
	Rocopio !			
Dated:	Dated:			
	Dec. 12, 2024			

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