



Memorandum of Understanding
Between
Independent School District #51 (hereinafter referred to as "District")
AND
Foley United Educators , Local #51 (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 **OL&LA**; and

WHEREAS the total anticipated number of hours of training required for OL&LA is **48-57** of which approximately 44 hours will occur during the regularly contracted day;

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 1st 2024 and June 30th 2026; 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 (69.416)

Teachers will earn compensation as follows upon completion of the required training:

- Phase 1 Staff Members (K-6 Licensed Teachers who teach reading, Special Education Teachers who teach reading, Intervention Teacher, Title I Teachers, and 7-12 grade Language Arts Teachers, : \$500 Stipend
- PreSchool Teachers:\$1500 Stipend
- Teachers loss of prep time/substitute preparation plans: \$200

Remaining funds will be used for future training stipends for compliance with the READ Act requirements. Teachers who are hired and who have not met the READ Act requirements for training will receive a stipend of \$2280 following completion of the CORE Training.

The District will set aside funds for teacher to teacher time relating to the implementation of the Science of Reading.



3. Credit Recognition:

CEUs will be awarded to participants. Staff will reclaim the hours for re-licensure purposes. No graduate level credits will be recognized for this training for salary advancement.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to the Literacy Lead. Staff who have successfully completed the training will receive a stipend on the May 15 payroll.

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 XIII of the Collective Bargaining Agreement.

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:

Dated:

Dated:
