

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Bagley Independent School District #162 (hereinafter referred to as “District”)**

**AND**

**Bagley Education Association Education Minnesota, Local #7011 (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 Phase 1 Bagley High School Special Education teachers (as defined by state statute) will participate in Center for Applied Research and Educational Improvement Advancing Language and Literacy (hereinafter referred to as “CAREIALL”), administered by Center for Applied Research and Educational Improvement (CAREI, University of MN)

and,

WHEREAS the total anticipated number of hours of training required for CAREIALL is 67;

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, 2025; 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 earn compensation as follows:

The District will allow for READ Act Training on selected days during the 2024-2025 school year. During these days, Phase 1 Bagley High School Special Education teachers will be compensated as stated in Article V of the Master Agreement which sets forth the salaries of teachers employed by the School District.

Any additional time, outside of the above District planned staff development days identified as READ Act Training days, will be compensated at the teacher's daily (salary based) hourly rate of pay.

3. Credit Recognition

If graduate credits are available through CAREIALL READ Act Training, requests for graduate credits to apply toward a lane change may be made according to Article V, Sections D, E, F, G, and H.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to High School Building Principal Mark Bensen.

5. Contingencies for additional time

If the training exceeds 67 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.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2025.

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. Specifically, 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 regarding the choice of a READ Act training vendor, READ Act training schedule, and the determination of which teachers are required to receive READ Act training for other ISD 162 teachers and/or potential ISD 162 Phase 2 teachers (as defined by state statute).

**Entire Agreement.** This MOU constitutes the entire agreement between the parties related to compensation for Phase 1 Bagley High School Special Education 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:

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Dated:

Dated:

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