

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**Independent School District #361 (hereinafter referred to as “District”)**  
**AND**  
**International Falls Teachers, Education Minnesota, Local #331**  
**(hereinafter referred to as “Union”)**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2022, 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 (CORE) **and** LETRS (LEXIA) for Early Education approximately **55 course hours**, LETRS (LEXIA) - approximately **109 course hours** and CAREIALL (CAREI University of Minnesota) - approximately **65 course hours**;

WHEREAS the District and Union have agreed that teachers will complete training that may require hours that exceed the time provided during the teacher contract day, QComp/PGP time, and workshop days.

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 and actively working between August 2022 and June 2025; and
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.
- d. Will provide a stipend for 1 training only, per the state requirement, in this phase with the greater course completion hours being the reimbursement stipend.

2. Compensation earned for READ Act training.

Teachers will earn compensation as follows:

Teachers will complete the assigned training, live sessions, and tests as scheduled throughout the 2022-2025 school year AND achieve mastery at **80% or above** and completed by January 19, 2025.

A stipend in the amount of **\*See Specific Read Act Course Completion Stipend Below\*** shall be paid to the eligible teacher for all other time required outside the contracted duty day including makeup sessions to complete District-approved READ Act-related training.

- LETRS (LEXIA) for Early Education AND OL&LA (CORE) - approximately **55 course hours - \$425.00**
- LETRS (LEXIA) - approximately **109 course hours - \$925.00**
- CAREIALL (CAREI University of Minnesota) - approximately **65 course hours - \$525.00**

3. Credit Recognition

In addition to the stipends listed above any graduate credits paid for and earned by the employee upon completion of the Read Act full training requirements are eligible toward a salary lane advancement. The parties agree these credits need pre-approval by the Superintendent. A lane change earned as a result of the credits shall be effective during the first lane change window (per the CBA) after completion of the training. The employee is responsible for submitting official graduate credits to the superintendent's office.

4. Proof of completion and payment timeline

In all cases, teachers shall submit official certificate proof of successful training completion **no later than June 6, 2025**, to **Beth Shermoen, Superintendent of International Falls Public Schools**.

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 **XIV** of the CBA.

6. Effective Date and Duration

This MOU will remain in effect until June 30, 2025. The District and Union agree to discuss any extension of this date, as well as the allocation of any remaining funds from the Read Act Stipend, during future contract negotiations.

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:

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Dated:

\_\_\_\_\_  
Dated: