MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH BRANCH SCHOOL DISTRICT AND THE NORTH BRANCH SUPPORT STAFF ASSOCIATION

REGARDING THE ESTABISHMENT OF A TEACHER APPRENTICESHIP PROGRAM

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 138, North Branch, Minnesota (hereinafter the "School District") and the North Branch Support Staff Association (hereinafter the "Association").

RECITALS:

- **WHEREAS**, the School District and the Association are parties to a collective bargaining agreement for the time period from July 1, 2024 to June 30, 2026 (the "CBA"); and
- *WHEREAS*, in November 2021, the United States Department of Labor established K-12 teaching as an "apprenticeable" occupation; and
- **WHEREAS**, in response to this development, the Minnesota Department of Labor and Industry ("DLI") has commenced work to establish a registered apprenticeship program for teachers ("RAPT") in the state which will allow individuals to become licensed teachers by working alongside an experienced teacher and receiving compensation while engaged as an apprentice-teacher; and
- WHEREAS, in conjunction with work undertaken by the DLI, the School District desires to develop a local structure and process through which a RAPT will be established to afford interested persons the opportunity to become licensed teachers in the School District through a paid internship whereby the teacher candidate (the "Apprentice") would apprentice with an experienced licensed teacher (the "Journey Teacher") while enrolled in a Minnesota college or university to complete classes required in the appropriate area for teacher certification; and
- **WHEREAS**, the School District recognizes that at least some candidates for the RAPT may be members of the Association who currently work in the classroom on a daily basis supporting teachers and the educational needs of students; and
- **WHEREAS**, in order to promote the RAPT and increase the pool of potential teacher candidates, the School District wishes to establish certain terms and conditions regarding the participation of Association members in the School District's RAPT; and
- **WHEREAS**, the Association desires to work cooperatively with the School District to establish a viable and effective RAPT in the School District in accordance with the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Apprenticeship Application. A member of the Association may submit an application to participate in the RAPT as an Apprentice. The applying Association member must satisfy the School District's criteria for participation in the RAPT, including the requirement that the Association member must enroll in a Minnesota college or university to complete the classes required in the appropriate licensure area for teacher certification. Additionally, in order to facilitate the ability to substitute teach, the Apprentice must submit a licensure application to the Professional Educator Licensing Standards Board ("PELSB") to obtain a "Pilot Substitute Teacher Short Call License."
- 2. Assignment of Journey Teacher. Upon acceptance in the RAPT, the School District will assign a Journey Teacher to mentor the Apprentice. The duties of the Journey Teacher include, but are not limited to, supporting, encouraging, modeling and directing the work of the Apprentice as he or she progresses through the process of completing teaching certification requirements. Coursework and on-the-job experiences will be completed by the Apprentice with an appropriate level of support from the Journey Teacher. The Journey Teacher will provide corrective and supportive feedback to the Apprentice, as appropriate.
- 3. Apprenticeship Wage Differential. While working as an Apprentice, the Association member will be paid the applicable hourly rate set out in the CBA. In addition, an Association member may receive a wage differential for working as an Apprentice pursuant to the schedule below. The Association member must be continuously working as an Apprentice or have equivalent school experience making progress toward a teaching certification for the length of time specified to qualify for the applicable wage differential.
 - a. Year 1 of progress toward teaching certification:— Hourly Rate specified in the CBA (no wage differential).
 - b. Year 2 of progress toward teaching certification:— Hourly Rate specified in the CBA, plus an additional \$.50 per hour.
 - c. Year 3 of progress toward teaching certification: Hourly Rate specified in the CBA, plus an additional \$1.00 per hour.
 - d. Year 4 of progress toward teaching certification: Hourly Rate specified in the CBA, plus an additional \$1.50 per hour.

The wage differential described herein shall terminate and have no further applicability upon the expiration of the fourth school year as an Apprentice. The wage differential shall also automatically terminate at any point before the expiration of the fourth school year if the Apprentice completes the apprenticeship program and is granted a teaching license. If the Association member completes the apprenticeship program and becomes a licensed teacher, the Association member may be hired as a full-time teacher by the School District and, in such event, shall cease to be a member of the Association. If the Association member does not complete the apprenticeship program and become a licensed teacher, the Association member will be dismissed from the RAPT but shall continue to be employed as an Association member pursuant to the CBA.

- 4. **Conditions for Implementation**. The implementation and performance of this MOU is conditioned upon the approval of the School District's RAPT by the DLI, PELSB, and other state and federal governmental agencies. In the event approval of the School District's RAPT is not obtained from any such agencies or authorities, this MOU shall automatically terminate upon written notice to the Association.
- 5. **No Past Practice.** Nothing in this MOU may be deemed to establish a binding precedent, practice, or to alter any existing precedent or practice arising out of or relating to the CBA between the School District and the Association. No party may refer to this MOU or submit it in any proceeding or case as evidence of a precedent, practice, or past practice.

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6. **Duration.** Except as provided herein, this MOU shall be in effect for the 2024-2025 and 2025-2026 school years. Notwithstanding the foregoing, this MOU will automatically terminate if the Memorandum of Understanding Between the School District and the North Branch Education Association Regarding the Establishment of a Teacher Apprenticeship Program is terminated. Additionally, this MOU may be terminated at any time by mutual written agreement of the parties hereto.

			NO. 138
Dated:	, 2024	Ву:	Board Chair
			Clerk
			NORTH BRANCH SUPPORT STAFF ASSOCIATION
Dated:	, 2024	Ву:	Co-President
		By:	Co-President