

MEMORANDUM OF UNDERSTANDING

BETWEEN

Independent School District #2895 (hereinafter referred to as “District”)

AND

Education Minnesota- JCC, Local #2895 (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, 2026; 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 training for Elementary and OL&LA Training for Elementary through High School and,

WHEREAS the total anticipated, number of hours of training required for **LETRS** is,

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 **7/1/23** and **6/30/26**; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.
 - i. A district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by June 30, 2026:
 1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing Tier 2 interventions;
 6. employees who select literacy instructional materials for a district; and
 7. Teachers licensed to teach English to multilingual learners.
 - ii. A district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
 1. teachers who provide reading instruction to students in grades 4 to 12; and

2. teachers who provide instruction to students in a state-approved alternative program
3. Teachers who have had training in 2023/2024 school year in LETRS and OL&LA will be paid for hours outside their contract time.

d.

2. Compensation earned for READ Act training

Administration will assign LETRS Training or OL&LA Training to teachers based on the Read Act requirements.

Teachers will earn compensation as follows:

LETRS

Teachers will take LETRS training during seven staff development days (2- Flex PD days (16 hours) , 5-in-service days at 5.5 hours) scheduled throughout the 2024-2025 and 2025-2026 school year as well as approximately once PLC per month (14.25 hours for the school year)

Additionally, a stipend in the amount \$800 shall be paid to the eligible teacher for all other required outside the contracted duty day spent completing District-approved READ Act-related training. The stipend includes TRA, FICA, and any other deductions. (Up to 14.25 hours), upon successful completion of the training.

OL&LA

Teachers will take OL&LA training during seven staff development days (2- Flex PD days, 5-in-service days at 5.5 hours) scheduled throughout the 2024-2025 School year as well as six plc days (1.75 hours each)

A stipend in the amount of \$400 shall be paid to the eligible teacher for all other required outside the contracted duty pay spent completing the District approved READ Act- relating training, upon successful completion of training. The stipend includes TRA, FICA, and any other deductions.

3. Training previously completed:

Teachers who completed their LETRS training during the 2022-2023 school year, are still employed by the district, and were compensated for time outside of their contract but not the full amount, will be eligible for a stipend of up to \$800. The stipend includes TRA, FICA, and any other deductions.

4.

- a. If you received \$300 in FY 22/23, you will receive an additional \$500.
- b. If you received \$500 in FY 22/23, you will receive an additional \$300.

5. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to building principal. The principal will provide documentation to the HR office by May 31, 2026.

6. Length of the school year

The District and Union agree that pursuant to Minn. Stat. § 120B.123, subdivision 5(e), the 2024-2025 school year will be shortened by a total of two student contact days to accommodate LETRS/OL&LA training. The parties will jointly determine which calendar days will be changed to accommodate training time.

7. 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 5 of the CBA.

8. 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:



Dated:

12-5-24

For the Union:



Dated:

12-3-24
