

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Education Minnesota Red Lake, Local 2007**  
**And**  
**Independent School District No. 38, Red Lake, MN**

**I. PURPOSE**

This Agreement is entered into between EMRL #2007 ("Union") and Independent School District No. 38 ("Red Lake Schools"). The Union and District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Employment Labor Relations Act ("PERA"), Minn. Stat. §179.01 *et seq.*

Through joint agreement, the parties have developed a teacher evaluation and development plan and implementation process pursuant to the requirements of Minn. Stat. §122A.40, Subd. 8 ("TDE Plan").

The TDE Plan created by a joint Union-District committee initially and ratified by the Union's general membership and adopted by the Board of Education #38 dated June 30<sup>th</sup>, 2014, was modified as detailed in the attached TDE Plan document dated May 2018.

**II. TERM**

The revised TDE Plan, if ratified by the Union and adopted by the Board of Education, will take effect on July 1, 2021. This agreement will remain in effect through June 30<sup>th</sup>, 2023. Prior to the expiration of this Agreement or at any point before the beginning of the 2022-23 school year the parties may renew this Agreement for a period of up to two years. In the event the Agreement expires, the TDE Plan in effect at the time of expiration will remain in effect, without unilateral modification by either part, until a successor agreement is reached.

**III. TEACHER**

The TDE Plan is applicable to all members of the teacher bargaining unit represented by the exclusive representative.

**IV. TDE COMMITTEE**

A joint Union and District TDE Committee ("TDE Committee") shall be responsible for overseeing implementation of the TDE Plan including the process to move from the current teacher development, evaluation, or peer review process used in the District

- A. **Members.** The TDE Committee will consist of a total of up to 10 representatives. Six to eight representatives of the Union are appointed by the Union President. Two representatives of the District are appointed by the Superintendent or designee.
- B. **Meetings.** The TDE Committee must meet at least two times during each school year. Summer meetings may be scheduled if necessary. If a meeting is scheduled during a school day, the District shall pay the cost of any necessary substitute teachers.
- C. **Additional Duties**
  - 1. The TDE Committee will advise on the budget related to TDE expenditures. Financial reports will be available to the Committee at the request of a member.
  - 2. The Committee will work to ensure that communications about the TDE Plan to teachers and administrators occurs in a timely and consistent manner.

3. The Committee will make recommendations to the District and Union on modifications to the TDE Plan.
4. The Committee will review any statutory changes to the requirements in Minn. Stat. § 122A.40, Subd. 8 and any changes to the State Plan, if applicable, and make recommendations to the District and Union on modifications to the TDE Plan.
5. The Committee will discuss and address any inquiries regarding the TDE Plan by the MDE.

## **V. PLAN MODIFICATIONS**

The parties agree any suggested modifications to the TDE Plan will be discussed at a TDE Committee meeting. Any modifications to the TDE Plan will be made by mutual agreement. Neither party may unilaterally modify the TDE Plan. The TDE Plan in effect will remain in effect until proposed modifications have been adopted by the TDE Committee through the ratification and adoption process.

## **VI. POSTING REQUIREMENTS**

The TDE Committee will determine the appropriate electronic venue to post copies of the TDE Plan so that it is always available. In addition, electronic copies will be sent to all staff at the commencement of the TDE Plan, to new staff at the start of each subsequent school year, and to any staff upon request. Notice to all teachers and administrators must be provided electronically within ten (10) days of any changes to the TDE Plan.

## **VII. COMPENSATION**

Compensation for the duties or positions associated with the TDE Plan and the TDE Committee will be paid in accordance with the collective bargaining agreement between the parties.

## **VIII. GRIEVABILITY**


The parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process of the collective bargaining agreement between the parties.

For Independent School District No. 38

Signed  Dated 7/21/21

For Education Minnesota Red Lake, Local 2007 Co-Presidents

Signed  Dated 5/28/2021

Signed  Dated 5/28/2021