

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into between Independent School District No. 2753 (the “District”) and the LPGE Education Association (the “Association”), collectively referred to as the “Parties.”

### I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a structured framework for monitoring and addressing special education workload in alignment with:

- Minnesota Statutes § 125A School Board Policy 427: Workload Limits for Certain Special Education Teachers

This MOU is intended to provide a consistent and defensible process for identifying and responding to workload concerns while the Parties continue to evaluate long-term contractual language.

### II. DEFINITIONS

Definitions shall be consistent with:

- Minnesota Rule 3525.0210
- School Board Policy 427

Including but not limited to:

- Workload – total minutes required for all due process responsibilities
- Student Minutes per Week – total direct and indirect service minutes plus evaluation time
- Instructional Minutes per Week – minutes in a full teaching schedule

### III. WORKLOAD CALCULATION

Workload shall be calculated using the following formula:

**Elementary:  $((.85 * \text{Direct Service Minutes per Week}) + (\text{the minutes defined in the workload policy for Reevaluation/Evaluation} * \text{the number of Reevaluation/Evaluation})) \div \text{Instructional Minutes per Week} + \text{Number of IEPs} = \text{Workload}$**

**Secondary/Speech:  $((.6 * \text{Direct Service Minutes per Week}) + (\text{the minutes defined in the workload policy for Reevaluation/Evaluation} * \text{the number of Reevaluation/Evaluation})) \div \text{Instructional Minutes per Week} + \text{Number of IEPs} = \text{Workload}$**

Workload calculations shall be:

- Completed at the start of the school year

- Reviewed and updated monthly
- Conducted collaboratively between the teacher and administration
- Subject to final approval by the superintendent or designee

#### **IV. ROLE-SPECIFIC WORKLOAD THRESHOLDS**

Recognizing the differing responsibilities across special education roles, workload thresholds shall be applied as follows:

##### **A. Special Education Teachers**

- Workload threshold: **24**

##### **B. Federal Setting Level 3 (Only)**

- For the purposes of the formula these caseloads count twice and 1/3 of the direct service minutes

##### **C. Speech-Language Pathologists**

- Caseload threshold: **60**

#### **V. RESPONSE TO WORKLOAD EXCEEDING THRESHOLD**

If a teacher's workload exceeds the applicable threshold:

1. The teacher shall notify administration;
2. Administration shall review the workload calculation;
3. The District shall determine an appropriate response, which may include:
  - Redistribution of caseload
  - Adjustment of service delivery
  - Additional staffing or support
  - Schedule modifications
  - Other reasonable administrative actions

#### **VI. WORKLOAD COMPENSATION**

If a teacher's workload exceeds the applicable threshold, and the District determines that no reasonable adjustment or reallocation of duties is feasible at that time, the District may provide a temporary workload compensation adjustment.

Workload compensation shall be implemented only for the period during which the workload exceeds the established threshold and shall be discontinued once the workload is reduced below the threshold.

Such compensation shall be:

- One hundred twenty-five dollars (\$125) per month per for each full month in which the workload exceeds the established threshold per full caseload numeral calculation above the threshold;
- For speech the calculation the amount shall be sixty dollars (\$60) per full caseload numeral calculation above the threshold

This compensation:

- Shall be temporary in nature;
- Shall not be considered a permanent adjustment to salary or placement on the salary schedule;
- Shall not establish a precedent or past practice;
- Shall not limit the District's obligation to continue seeking a resolution to the workload concern.

The District retains discretion in determining whether workload compensation is appropriate and shall prioritize workload reduction or reassignment over monetary compensation whenever feasible.

## **VII. Workday Support for Documentation**

To support completion of required documentation and compliance responsibilities, the District may provide up to three (3) workdays per school year during which a substitute is assigned to cover instructional duties for a special education teacher.

Such days:

- Shall be used for completion of IEPs, evaluations, documentation, or other compliance-related responsibilities;
- Shall be conducted onsite during the regular workday;
- Must be requested by the teacher and approved by administration;
- Require a minimum of three (3) weeks advance notice, except in extenuating circumstances;

The approval, scheduling, and use of these days shall remain at the discretion of the District based on staffing availability, workload considerations, and operational needs.

This provision does not create a guaranteed entitlement and shall not establish a precedent or past practice.

Sub. 1 - In the event a special education teacher does not utilize one or more approved documentation workdays under this section, the employee may request compensation in lieu of use, subject to District approval.

Such compensation:

- Shall not exceed one hundred twenty-five dollars (\$125) per unused workday;
- Shall be limited to a maximum of three (3) days per school year;
- Shall only apply to days that were available but not utilized;
- Shall not be considered part of base salary or ongoing compensation;
- Shall not establish a precedent or past practice.

The approval of such compensation shall remain at the discretion of the District based on operational and budgetary considerations.

### **VIII. ALIGNMENT WITH POLICY 427**

This MOU is intended to operationalize School Board Policy 427 and shall be interpreted consistent with that policy.

This MOU does not alter:

- Management rights under PELRA
- The collective bargaining agreement
- The District's authority to assign staff

### **IX. NON-PRECEDENT / NON-CONTRACTUAL STATUS**

This MOU:

- Does not create a permanent contractual workload cap
- Does not establish a past practice
- Does not reopen the collective bargaining agreement
- Is intended as a framework for implementation and evaluation

### **X. REVIEW AND ADJUSTMENT**

The District and Association agree to:

- Review workload data periodically
- Evaluate effectiveness of thresholds
- Adjust thresholds and formula collaboratively as needed

### **XI. DURATION**

This MOU shall remain in effect through the current contract cycle unless modified or terminated by mutual agreement.

### **SIGNATURES**

Superintendent

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Association Representative

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School Board President

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Date