

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Independent School District 2687 (hereinafter referred to as “District”)  
AND  
Education Minnesota HLWW, Local 7118 (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, 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 Online Language and Literacy Academy (hereinafter referred to as “OL/LA”) and,

WHEREAS the total anticipated number of hours of training required for OL/LA is fifty-five (55) hours.

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 or be defined as a teacher under Minnesota Statutes 2022, Section 179A.03, subdivision 18., and
- b. Be employed by the District between July 1, 2024 and June 30, 2025 and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Teachers will take OL/LA training during three (3) full professional development days and six (6) partial professional development days scheduled throughout the 2024-2025 school year, which will encompass twenty-seven (27) hours of the training. On the full days of professional development, teachers will be allowed to work remotely if they are able to complete their training in an alternative location. Teachers will also be expected to do 16 hours of training on their own time as floating days. The floating days will be compensated as comp days on June 4-5, 2025.

These professional development days will be provided, as follows:

- August 29<sup>th</sup>, 2024 (7)
- October 16<sup>th</sup>, 2024 (7)

- January 20<sup>th</sup>, 2025 (5) (+ 2 hours with facilitator)

Partial Days (2 hours):

- October 4<sup>th</sup>, 2024 (2)
- November 4<sup>th</sup>, 2024 (2 hours with facilitator)
- December 13<sup>th</sup>, 2024 (2)
- February 7<sup>th</sup>, 2025 (2)
- March 21<sup>st</sup>, 2025 (2)
- April 11<sup>th</sup>, 2025 (2 hours with facilitator)

Floating Days:

- Module 4-6 (12 hours)-between November 4-December 12
- Module 7-9 (4 hours)-between December 13-April 10

For the 2024-2025 school year, there will be 168 student contact days. In 2025-2026 we will return to the 172 student contact days that are specified by Article XII, Section 1 of the Master Agreement.

In Addition to the time provided during staff development days, a \$500 stipend will be provided for each staff member to cover work outside of this time to complete the OL/LA training. Preschool teachers who complete the EC LTRS training will receive a \$250 stipend. Once the certificate of completion is turned in, the stipend will be paid.

3. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to their Building Principal, and payment will be made after proof of completion has been received.

4. Credit Recognition

Teachers will be eligible to earn 3 graduate credits upon completion of READ Act training. Credits will be earned through the Dominican University of California Continuing Education Department. Credits earned through completion of OL&LA training shall be considered pre-approved by the district. The cost of the graduate credits will be the responsibility of the teacher. The submission of credits will follow Article VIII, Section 4, Subd. E of the Master Agreement.

5. Life Changing Event/Medical Accommodations

In the case of a life-changing event or medical issue that may result in the teacher being unable to follow the prescribed training, the teacher will have the option to develop an alternative training plan with their principal.

6. 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.

7. Effective Date and Duration

This MOU shall be in effect from August 27, 2024-June 20, 2026. By June 30, 2025, the district and the teacher’s union will meet to decide if any changes or modifications need to be made. If no modifications need to be made, this MOU will continue to be in effect. If the district and the union cannot come to an agreement on modifications, then the district and union will jointly request the assistance of the Bureau of Mediation Services.

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.

District Representative:

Union Representative:

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Dated:

Dated:

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