

READ Act Model MOU

MN Session Law 2024, Chapter 115, provided each “district” (school district, charter school, and cooperative unit) providing direct instructional services with funding for *Teacher Compensation for READ Act training*.

The law also encouraged the Minnesota School Boards Association and Education Minnesota to collaborate to develop one or more model memoranda of understanding (MOU) by July 1, 2024, to determine how funding provided for will be distributed.

Representatives from the organizations met and collaborated on the model MOU contained in this document.

Instructions

All text in **[red]** must be replaced through a negotiations process between the district and the exclusive representative of its teachers.

Appendices with additional information are provided with examples of model language to include in the MOU.



MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District #821 (hereinafter referred to as “District”)
AND
[Menahga] Education Minnesota, Local #821 (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 **OLA** and,

WHEREAS the total anticipated number of hours of training required for **OL&LA** is **approximately 50 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; and,
- b. Be employed by the District between **August 1, 2024** and **June 30, 2028**; 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 earn compensation as follows:

Stipend of **\$500** paid out in **[1]** installments:

- a) Payment of **[Installment 1 - \$500]** after completion of training

3. Credit Recognition

The Menahga School District will not allow OL&LA training to be used for lane changes.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to **Mrs. Patricia Melander**.

5. 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 an Article of the CBA.

6. Effective Date and Duration

This MOU shall continue in effect **[August 19, 2027] until READ Act Training is completed**

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:

For the Union:

Dated:
