

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Independent School District #676 (hereinafter referred to as “District”)  
AND  
Badger Education Association, Education Minnesota, Local #7010 (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 training (hereinafter referred to as “OL&LA”), provided by the Consortium on Reaching Excellence in Education (hereinafter referred to as “CORE”) and,

WHEREAS the total anticipated number of hours of training required for OL&LA is 48-57 hours (3 hours synchronous training, 45-54 hours asynchronous training);

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 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 earn compensation as follows:

a) Synchronous Training:

- i. Eligible teachers that complete District-approved synchronous training during the contracted duty day will be not be eligible for additional compensation for this training. The cost of the substitute will be paid by the District.
- ii. Eligible teachers that complete District-approved synchronous training outside the contracted duty day will receive a stipend of \$32 per hour, maximum of 3 hours.

b) Asynchronous Training:

- i. Upon completion of District approved asynchronous training, eligible teachers will receive a stipend of \$1728 (\$32 per hour, 54 hours of training).

c) Each eligible teacher will receive payment of the stipend calculated within 30 days of this agreement or within 30 days of providing proof of completing the approved training, whichever is later.

3. Credit Recognition

Requests for graduate credits to apply toward a lane change may be made according to Article VI, Section 4 of the CBA.

Eligible teachers who elect to be paid through compensation outlined in Section 2 of this memorandum of understanding are eligible to apply graduate credits from OL&LA training toward a lane change. Credits earned through completion of OL&LA training shall be considered pre-approved by the district. The district will not pay any university tuition costs to obtain graduate credits associated with OL&LA training.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to the District Superintendent.

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 Article IV of the CBA.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2025.

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:

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Dated:

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For the Union:

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Dated:

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