

MEMORANDUM OF UNDERSTANDING

Between

Bagley Education Association, Local 7011

And

Independent School District No. 162, Bagley, MN

This Memorandum of Understanding (MOU) is entered into by and between Independent School District No.162, Bagley (“School District”) and Bagley Education Association, Local 7011 (“Union”).

WHEREAS, the School District and the Association are parties to a collective bargaining agreement (hereinafter referred to as the “CBA”) for the time period from July 1, 2025 to June 30, 2027; and

WHEREAS, the School District and the Union are parties to a Master Agreement governing the terms and conditions of employment for a teacher who will also serve as a DAPE consultant position;

WHEREAS, the School District and the Union mutually desire to enter into this MOU to resolve any issues related to the time commitment, compensation, schedule, and mileage for a teacher, Emily Fultz, who will also serve as a DAPE consultant and;

NOW, THEREFORE, the School District and the Union agree to the following:

- 1) Bagley teacher, Emily Fultz, and the Bagley School District must mutually agree to the assignment of DAPE Consultant for the Bemidji Interdistrict Council, also known as BRIC, for the 2025-2026 school year.
- 2) The DAPE consultant duties will occur one (1) day per month at the Bagley School District Elementary site and at the Clearbrook School District between the contract hours identified in the CBA. Currently, the Bagley High School student day starts at 8:30 A.M. and ends at 3:06 P.M. for Bagley Teachers. Any DAPE consulting work that is done outside of the current Bagley student day or during the preparation time will be compensated at the teacher’s hourly (salary based) rate of pay.
- 3) If determined that one (1) day per month is not sufficient, additional DAPE consulting days may be added by the mutual consent of both the District and the teacher.
- 4) The Bagley School District will be responsible for finding and compensating a substitute teacher on the days the teacher works as a DAPE Consultant.
- 5) The teacher will receive the pay and benefits as identified in the July1, 2025-June 30, 2027 collective bargaining agreement, including a full duty-free preparation period, a full 30-minute duty free lunch, and round-trip mileage of 28 miles from Bagley to Clearbrook at the Internal Revenue Service rate. At no time will DAPE duties and travel time infringe on the teacher’s preparation period or duty-free lunch; however, if the teacher

willingly agrees to DAPE duties and travel time infringing on the teacher's preparation period, that teacher shall be paid at the teacher's hourly (salary based) rate of pay.

- 6) The teacher serving as a DAPE Consultant will receive their daily (salary based) rate of pay for any work time days outside of the Bagley School District contracted time that all other Bagley teachers work for the 2025-2026 school year. Furthermore, said teacher shall receive the teacher's hourly (salary based) rate of pay for DAPE consulting that occurs when District teachers are off duty on days including but not limited to weather/emergency related Late Start Days, Early Release Days, Two-Hour Late Start Staff Development Days, and Flex-/E-Learning Days. For example, if DAPE consulting occurred before 10:30 A.M. on a weather related Late Start Day, that teacher would be compensated for that time at the teacher's hourly (salary based) rate of pay.

The parties further agree:

This MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.

This agreement addresses the 2025-2027 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either party in any proceeding as evidence of a past practice. This Memorandum of Understanding does not constitute a reopening of the CBA or negotiations.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

Aricka Marsh, President
Bagley Education Association, Local 7011
Date:

Erich Heise, Superintendent
Bagley Public School Dist. No.162
Date: