## 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 teachers;

WHEREAS, Article V of the Master Agreement set forth the salaries of teachers employed by the School District; and

WHEREAS, the School District and the Union are parties to a Master Agreement governing the terms and conditions of employment for a teacher that will be a Teacher On Special Assignment (TOSA) as the Elementary Dean of Students;

WHEREAS, the School District and the Union mutually desire to enter into this MOU to resolve any issues related to the time commitment, compensation, and schedule, for a teacher, Peter Larson, who will be a TOSA and serve as the Elementary Dean of Students and;

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

- 1) Bagley teacher, Peter Larson, and the Bagley School District must mutually agree to the assignment of Elementary Dean of Students for the 2025-2026 school year.
- 2) The position of Elementary Dean of Students will require additional duty days that will be agreed to by the teacher and the District.
- 3) The Elementary Dean of Students 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 and a full 30-minute duty free lunch. However, if the teacher willingly agrees to Elementary Dean of Students' duties infringing on the teacher's preparation period, that teacher shall be paid at the teacher's hourly (salary based) rate of pay.
- 4) Additional duty days, beyond the number of 2025-2026 contract days identified in the July1, 2025-June 30, 2027 collective bargaining agreement, will be compensated at the teacher's daily (salary based) rate of pay.

5) The TOSA serving as an Elementary Dean of Students shall receive the teacher's hourly (salary based) rate of pay for Elementary Dean of Students' duties 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 Elementary Dean of Students' duties 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: