**MEMORANDUM OF UNDERSTANDING**

**ADDRESSING COMPENSATION OF COACHES AND CO-CURRICULAR ADVISORS DURING THE 2020-2021 SCHOOL YEAR**

This Memorandum of Understanding is entered into by and between Independent School District No. 314, (hereinafter referred to as the “School District”) and Braham Education Association (hereinafter referred to as the “Association”).

***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, 2019 to June 30, 2021; and

***WHEREAS,*** Schedule C of the CBA provides a salary schedule for teachers who also serve as advisors of co-curricular activities and/or athletic coaches in various high school and middle school sports; and

***WHEREAS,*** the School District and the Association acknowledge that the peacetime emergency in the State of Minnesota could extend into the 2020-2021 school year and adversely affect the School District’s ability to offer MSHSL sports, other extra-curricular activities, and co-curricular activities; and

***NOW, THEREFORE,*** in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ***Compensation:*** In the event any MSHSL sport, other extracurricular activity or co-curricular activity is cancelled, suspended, or shortened during the 2020-2021 school year, advisors and coaches of said affected activities will be compensated as follows:
	1. The following percents (as shown) of compensation will be paid for preparation work done outside of the student participation period provided a signed Combined Claim and Claim Verification form is

submitted at least 15 days prior to the payment date indicated per current contract or policy:

* 25% head coaches or advisors
* 15% assistant coaches or advisors
* 10% junior high coaches or advisors
	1. The remaining portion of the compensation will be paid on a pro rata basis for the portion of the activity completed beginning with the student start date to the last day of regular student participation, excluding any tournament play.
	2. If the MSHSL sport or other extracurricular activity or co-curricular activity is cancelled, no compensation shall be paid unless documented work occurred during the summer waiver period of 2020 in which case terms found in 1. **Compensation a.** would apply
1. ***Timing of Payment.*** Each Association member subject to this Agreement shall receive payment in the amount described herein per current contract or policy.

3. ***Terms of this*** Memorandum of Understanding***; Severability; Modifications*.** This Memorandum of Understanding shall commence on the date the parties fully execute it and shall remain in effect until June 30, 2021. It is the intent of the parties that this Memorandum of Understanding complies with all laws, regulations and executive orders. To the extent there are revisions or subsequently enacted laws, regulations or executive orders that conflict with or invalidate, in whole or in part, any portion of this Memorandum of Understanding, the provisions of this Memorandum of Understanding shall be severable and, if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Memorandum of Understanding. This Memorandum of Understanding may be modified by mutual written agreement between the parties hereto and either party may request to reopen negotiations of the Memorandum of Understanding as permitted under law in an effort to resolve the nullification of any of its provisions.

1. ***No Past Practice.*** By entering into this Memorandum of Understanding, the parties acknowledge and agree that the actions taken by the School District in this Memorandum of Understanding shall not constitute, nor be interpreted as, a past practice.

**ISD NO. 314 BRAHAM AREA SCHOOLS BRAHAM EDUCATION ASSOCIATION**

Dated: , 2020 Dated: , 2020

By: By:

Board Chair Association President

By: By:

Clerk Association Head Negotiator