

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made and entered into by and between the Minnesota State Colleges and Universities (“Minnesota State” or “Employer”) and the Minnesota State College Faculty (“MSCF” or “Union”) in response to the July 2020 Minnesota College Athletic Conference (“MCAC”) announcement to cancel the Fall 2020 athletic seasons of most Minnesota State college sports. This MOA memorializes, for Fall Semester 2020, a non-precedential modification to the “Coaching Salaries” language in Article 13, Section 18 of the 2019-2021 MSCF collective bargaining agreement (“CBA”):

The intent is to allow temporary adjunct athletic faculty hired for Fall Semester 2020 with a part-time assignment load at a college of greater than three (3) but fewer than five (5) RCE credits to be paid pro-rata off the salary schedule rather than at the per-credit adjunct rate – under the limited conditions specified in the terms below. In this MOA, Minnesota State and MSCF are collectively referred to as the “parties,” or independently as a “party.”

Whereas, Minnesota State and MSCF are parties to a CBA that governs the terms and conditions of employment for faculty for 2019-21;

Whereas, in the MSCF CBA, the credit-thresholds for pro-rata salary schedule wages for TPT faculty and per-credit wages for adjunct faculty are located, respectively, in Article 20, Section 5 and Article 20, Section 6;

Whereas, in the MSCF CBA, an exception to the Article 13, Section 14.2 per-credit compensation structure for adjunct faculty exists in Article 13, Section 18 for coaches and assistant coaches;

Whereas, due to the 2020 COVID-19 pandemic, on July 6, 2020, the MCAC announced that, with the exception of the golf and clay-target athletic seasons, all fall sports at Minnesota State colleges – as well as organized physical activities for college sports that span both fall and spring semesters – had been cancelled;

Whereas, the parties recognize that due to the MCAC decision, there will not be a full complement of athletic work sufficient to constitute a regular coaching assignment under Article 11, Section 9 for the sports whose fall seasons have been cancelled;

Whereas, the parties recognize that Minnesota State colleges with athletic programs will nonetheless need flexibility to maintain athletic programs for fall sports whose 2020 seasons have been cancelled;

Whereas, the parties desire that, for Fall Semester 2020, a non-precedential modification be made to the CBA's Article 13, Section 18 "Coaching Salaries" language to allow its provisions to apply not only to coaching and assistant coaching assignments under Article 11, Section 9, but also to adjunct faculty with an RCE greater than three (3) credits that comprises solely athletics work.

Now therefore, in consideration for the mutual promises, agreements, and covenants contained herein the parties, acting through their respective agents, do hereby stipulate to this MOA in accordance with the following terms:

1. Salary Schedule Credit-Threshold Exception.

For Fall Semester 2020 only, the Article 13, Section 18 "Coaching Salaries," provisions of the 2019-2021 MSCF CBA are hereby modified so that adjunct athletic faculty hired for Fall Semester 2020 with a part-time assignment load at a college of greater than three (3) but fewer than five (5) RCE credits shall be paid pro-rata off the salary schedule rather than at the per-credit adjunct rate – *when the RCE comprises solely athletic work*. The provisions of Article 13, Section 18 shall apply to faculty members who meet the above criteria.

2. Athletic Work Only. In the event a Fall Semester 2020 temporary faculty member has a part-time assignment of fewer than five (5) credits for Fall Semester 2020, in order for Term #1 above to apply, the faculty member must be assigned an RCE of greater than 3 credits that comprises solely athletic work. Should the credit-equivalence of such a faculty member's athletic work be three credits or fewer, the faculty member will be paid at the per-credit adjunct rate in accord with Article 13, Section 14.2

3. Not a Precedent. The parties agree that this MOA will not constitute a precedent. The parties agree that this MOA (including any facts and documents related to this matter) will not be used by the Union as evidence in any grievance, arbitration, or court action, except in a proceeding seeking enforcement of a specific provision of this MOA.

4. Knowing and Voluntary. The parties acknowledge that they have carefully read and fully understand the terms of this MOA, and that they are voluntarily entering into this MOA. By signing this MOA, the parties acknowledge that they have had the opportunity to review this MOA with counsel of their choosing, that they have carefully read and understand its terms, and that they are voluntarily entering into this MOA.

5. Equal Drafting. This MOA shall be construed to have been drafted equally by the parties.

6. Effective Date. The parties agree that this MOA will be effective on the day on which all parties have signed below.

7. **Entire Agreement.** This MOA constitutes the entire agreement between the parties on the matters discussed herein. Except as described in this MOA, there were no inducements or representations leading to the execution of this document. No other agreement shall be binding unless signed by the parties hereto. No modification or waiver of any of the provisions of this MOA shall be valid unless in writing signed by the party against whom the same is sought to be enforced. Except as described in this MOA, there were no inducements or representations leading to the execution of this document. The terms of this MOA shall not be construed to place any limitations on future management rights, so long as such rights are not in conflict with a stated term of the CBA.

FOR THE UNION:

8/3/2020 | 4:33:39 PM CDT

Dated: _____, 2020

DocuSigned by:

Matt Williams

By: _____
Matt Williams 1A9EC8793EA74EB...
President, MSCF

FOR THE EMPLOYER:

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Dated: _____, 2020

DocuSigned by:

Betsy Thompson

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By: _____
Betsy Thompson
Director for Labor Relations
Minnesota State