

## 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”) to address labor issues related to the need for certain in-person instruction from spring semester 2020 to be completed following the conclusion of the 2019-2020 academic year due to the COVID-19 pandemic. The Union and the Employer are collectively referred to as the “parties,” or independently as a “party.”

**Whereas**, Minnesota State and MSCF are parties to a Collective Bargaining Agreement (“CBA”) that governs the terms and conditions of employment for faculty for 2019-21;

**Whereas**, due to the COVID-19 pandemic, the Governor of Minnesota issued Executive Order 20-01 declaring a peacetime emergency. The peacetime emergency has been extended several times, most recently until June 12, 2020, by Executive Order 20-53. The resulting restrictions forced cancellation of all in-person instruction at Minnesota State institutions. Most courses were able to fully convert to online instruction, or another alternate mode of delivery, and be completed by the scheduled end of Spring Semester 2020. However, some courses required an in-person element and were unable to be completed remotely;

**Whereas**, on May 11, 2020, the Governor of Minnesota issued Executive Order 20-52 authorizing, *inter alia*, higher education institutions to “to expand in-person or on-site activities and programming that are necessary for the completion of a degree, diploma, certificate, credential, or licensure in a Critical Sector that can be operationalized in compliance with MDH and CDC Guidelines.” Executive Order 20-52 further authorized students in their final term to “return to the institution’s facilities for the in-person or on-site activities necessary for the student to complete a degree, diploma, certificate, credential, or licensure in a Critical Sector upon the institution’s completion of the requirements set forth in this order;”

**Whereas**, because limited in-person instruction was not authorized, pursuant to the Governor’s Executive Order 20-52, until May 11, 2020, some instruction extending beyond the end of Spring Semester 2020 will be needed for students to complete unfinished courses; and

**Whereas**, the parties recognize that MSCF faculty have been paid pursuant to the CBA for working through the end of Spring Semester 2020, despite the fact that not all MSCF faculty with instructional loads assigned for Spring Semester 2020 were able to deliver the instruction to complete their course assignments by the end of the semester;

**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. Institutional Discretion and Covered Instruction.** Faculty will receive additional compensation for the delivery of instruction extending beyond the end of Spring Semester 2020 that is assigned by the college to complete unfinished Spring Semester 2020 in-person coursework. Each Minnesota State college will determine the amount of unfinished in-person instruction needed to complete a course. In making this determination, any information provided by the faculty member of record for the course shall be considered. If the college determines that unfinished in-person instruction is needed to complete the course, it will assign faculty a certain number of instructional hours for the in-person instruction delivered after the end of Spring Semester 2020. While it is expected the Spring Semester 2020 instructor of record will be tasked with the completion of these unfinished instructional hours, the college may assign another instructor to complete the work if the instructor of record is unable or unavailable to perform the unfinished instructional hours. The unfinished instructional hours needed to complete a course shall be commensurate with the instructional hours in the course meeting schedule promulgated to students by the college prior to students' return for the in-person instruction needed to complete the course. These unfinished instructional hours may run concurrently with summer session but are not subject to the summer assignment language set forth in Art. 10, Sec. 4 of the CBA. All unfinished instructional hours for Spring Semester 2020 courses shall be started prior to the beginning of Fall Semester 2020.
- 2. Instructional-Delivery Time and Physical-Space Preparation Only.** The college shall compensate faculty to whom it has assigned this unfinished instruction only for the following:

  - a. The time the faculty member has been assigned to deliver in-person, face-to-face instruction, and
  - b. Preparing the physical space for instruction, if the faculty member's supervisor agrees that it is necessary for the faculty member to spend time outside of the faculty member's assigned instructional time for this purpose. For purposes of this MOA, physical-space preparation may include both pre-instruction (e.g., set up) and post-instruction (e.g., take down) activities.

The parties understand and agree that faculty will not receive additional compensation for preparation time (other than as specified in 2.b, above), planning, grading, or any other time outside of the actual face-to-face instructional hours.

For purposes of determining compensation pursuant to this MOA, an instructional hour shall follow the Carnegie Unit tradition of a 50-minute up to a 60-minute hour.

Further, for purposes of this MOA, instruction time pursuant to 2.a., above, that is delivered in scheduled increments of less than one hour (60 minutes) shall be rounded up and treated as a full hour (60 minutes) of instruction for compensation purposes. Instruction time pursuant to 2.a., above, scheduled and delivered in non-whole-hour increments greater than one hour (60 minutes) shall be rounded up to the next whole hour for compensation purposes.

### 3. How Compensation Will Be Calculated.

- a. Instructional Hours. The hourly rate of compensation for any instructional hours worked pursuant to Paragraphs 1 and 2 above shall be established by dividing the faculty member's annual base salary by one hundred and seventy-one (171) and then dividing the quotient by seven (7) hours. For workload purposes, payment shall be implemented by paying the faculty member a reasonable credit equivalence (RCE) for the aggregate number of instructional hours assigned and worked pursuant to Paragraphs 1 and 2. The calculation shall be as follows: X instructional hours divided by 1197 (one hundred and seventy-one (171) days times seven (7) hours) = percent, multiplied by 30/32, equals credit equivalence.
- b. Physical-Space Preparation. If the faculty member's supervisor agrees that preparation of the physical space according to 2.b, above, is necessary, the faculty member shall receive space-preparation pay as follows:
- One (1) to seven (7) hours of assigned face-to-face instruction = One (1) hour of space-preparation pay;
  - More than seven (7) and up to fourteen (14) hours of assigned face-to-face instruction = Two (2) hours of space-preparation pay;
  - More than fourteen (14) and up to twenty-one (21) hours of assigned face-to-face instruction = Three (3) hours of space-preparation pay.

For purposes of calculating space-preparation pay, all face-to-face instructional hours assigned to the faculty member per Terms 1 and 2 above will be aggregated, regardless of the number of classes for which the faculty member will be providing instruction.

Normally, space-preparation pay will be limited to three (3) hours' compensation. However, a faculty member may receive space-preparation pay in excess of three (3) hours' compensation under the following circumstances:

- i. With the advance approval of the faculty member's supervisor, the faculty member may receive an additional hour of space-preparation pay for each additional seven (7)-hour increment (or portion thereof) of face-to-face instruction over twenty-one (21) hours, up to a maximum of five (5) total hours of space-preparation pay.
- ii. With the advance approval of the college president or the president's designee, a faculty member who is assigned more than thirty-five (35) total hours of face-to-face instruction, and who has received supervisory approval

under 3.b.i, above, may exceed that five (5) –hour compensation limit for space-preparation pay. The formula for this additional compensation shall remain one hour of space-preparation pay for each additional seven (7)-hour increment (or portion thereof) of face-to-face instruction over thirty-five (35) hours.

4. **Exempt from Overload.** The resulting reasonable credit equivalence (RCE) pursuant to Paragraph 3 shall be exempt from the 140% maximum overload limitation in Art. 13, Sec. 19.
5. **No COVID-19 Leave.** In the event a faculty member is unable to work any unfinished instructional hours assigned pursuant to this MOA, this work is not subject to MMB’s COVID-19 Leave Policy #1440 and the faculty member will not be eligible for COVID-19 leave for the time the unfinished instruction will be delivered to students by another faculty member.
6. **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.
7. **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.
8. **Equal Drafting.** This MOA shall be construed to have been drafted equally by the parties.
9. **Effective Date.** The parties agree that this MOA will be effective on the day on which all parties have signed below.
10. **Severability and Interpretation.** In the event that any provision of this MOA is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provisions enforceable according to applicable law, and enforced as amended.
11. **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.

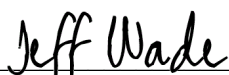
FOR THE UNION:

6/1/2020 | 9:54:14 AM CDT  
Dated: \_\_\_\_\_, 2020

DocuSigned by:  
  
By: \_\_\_\_\_  
Matt Williams  
President, MSCF 1A9EC8793EA74EB...

FOR THE EMPLOYER:

6/1/2020 | 10:01:03 AM CDT  
Dated: \_\_\_\_\_, 2020

DocuSigned by:  
  
By: \_\_\_\_\_  
Jeffrey O. Wade E4C417DFC810427...  
System Director for Labor Relations  
Minnesota State