**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Nevis Public School ISD 0308**

**and**

**Nevis Federation of Teachers**

***Letter of Agreement Addressing Compensation of Coaches and Co-Curricular Advisors during the 2020-2021 School Year***

This Letter of Agreement is entered into by and between Independent School District No. 308, Nevis Public School (hereinafter referred to as the “School District”) and Nevis Federation of Teachers, Education Minnesota (hereinafter referred to as the “Association”).

**RECITALS:**

***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 and staff members who also serve as advisors of co-curricular activities and/or athletic coaches in various high school and middle school sports; and

***WHEREAS,*** on March 13, 2020, the Governor of the State of Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

***WHEREAS,*** pursuant to Emergency Executive Order 20-02, the Governor of the State of Minnesota ordered the closure of all public school buildings in the State of Minnesota through March 27, 2020 in order to provide time for schools to plan adequately for continuity of education during the COVID-19 pandemic; and

***WHEREAS,*** pursuant to Emergency Executive Order 20-19, the Governor of the State of Minnesota ordered the continued closure of all public school buildings and facilities beginning on March 30, 2020 through May 4, 2020; and

***WHEREAS,*** pursuant to Emergency Executive Order 20-41, the Governor of the State of Minnesota extended the closure of all public school buildings for the remainder of the 2019-2020 school year; and

***WHEREAS,*** on April 23, 2020, the Minnesota State High School League (“MSHSL”) announced the cancellation of all sports and MSHSL activities for the remainder of the 2019-20 school year, including, but not limited to, practices, tryouts, scrimmages, contests, and competitions as well as post-season tournaments; 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

***WHEREAS,*** the School District and the Association now desire to address the potential impact

of the continuation of the peacetime emergency during the 2020-2021 school year by establishing clear parameters for the compensation of coaches and advisors of co-curricular activities in the event any MSHSL sport, other extra-curricular activity, and co-curricular activity is cancelled, suspended, or shortened.

***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:

A. ***Pro Rata Compensation.*** In the event any MSHSL sport, other extra-curricular 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 for services rendered on a pro rata basis based upon the services such individuals actually rendered for the sports season or activity in question.

1) If activity is cancelled before the season start date, the advisor would receive a stipend based upon the schedule below. If the season is cancelled before the end date, the advisor would receive the stipend below or a percentage of the season, whichever is greater.  Upon completion of greater than 50% of the season, the advisor would be paid 100% of the stipend.

2) All stipends will be distributed on its designated payroll date.

a) Category 1

* + - * Head Coach = 50% stipend.
      * Assistant coaches = 50% stipend.
      * Junior High coaches = 25% stipend
      * JH coaches would be eligible for the 50% stipend if they participate in the optional pre-season practice and have approval from the Activities Director.

**Start/End Dates**

* Baseball: May 15 – July 15
* Basketball: January 15 – March 15
* Cross Country: August 17 – October 10
* Football: March 15 – May 15
* Golf: May 15 – July 15
* Softball: May 15 – June 15
* Track: May 15 – July 15
* Volleyball: March 15 – May 15

b) Category 2

* Advisors = 25% stipend.

**Start/End Dates**

* Start dates for all Category 2 activities will begin the first teacher workday of the school year.

**End Dates**

* Art Club: April 30
* FCCLA: April 15
* Jazz Band: February 28
* Knowledge Bowl: February 15
* One Act: January 31
* Pep Band: May 15
* Robotics: February 28
* Student Council: May 15
* Three Act: March 15
* Yearbook: May 15

3) For year-round positions, it would be the number of teacher workdays that have passed from start date to date of cancellation.

The following two documents will be reference documents to this agreement:

1) Schedule C Advisors for 2020-2021(Spreadsheet) [Attachment A]

B. ***Timing of Payment.*** Each Association member subject to this Agreement shall receive a lump sum payment in the pro-rata amount described on payroll date established on the document “Schedule C Advisors for 2020-2021”. The lump-sum payment to each affected Association member shall be subject to the usual and customary deductions.

C. ***Terms of this Letter of Agreement; Modification.*** This Letter of Agreement shall commence on the date the parties fully execute it and shall remain in effect until July 30, 2021. This Letter of Agreement may be modified by mutual written agreement between the parties hereto.

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

E. ***No Reopening of Negotiations.*** This Letter of Agreement does not constitute a reopening of the CBA or negotiations.

**INDEPENDENT SCHOOL DISTRICT NO. 308**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020      by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Chair

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk

**Nevis Federation of Teachers Education Minnesota**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_