

**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. 2904, Tracy, Minnesota (hereinafter referred to as the "School District") and Tracy Education Association (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, 2020 to June 30, 2021; and

WHEREAS, Appendix "E" 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, 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:

1. **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. In the event that the School District is required to suspend activities as a result of an executive order or school board direction the contracted amount currently in effect at the time will be pro-rated on quarter ($\frac{1}{4}$) season increments of completion. The district will round up to the nearest quarter ($\frac{1}{4}$) season. If the entire season is cancelled during the 2020-2021 school year, advisors and coaches of said activities will be compensated 10% of their coaching salary.
2. **Fourth Season:** The 2020 Volleyball and Football seasons were moved from the fall to a fourth season in the spring. A voluntary fall training season may be offered by the coaches of these two sports. Should the Volleyball and Football coaches choose to hold 12 practice sessions during the fall they may choose to be compensated 25% ($\frac{1}{4}$) of their coaching salary when fall training sessions have been completed. They would then earn the remaining 75% ($\frac{3}{4}$) of their salary when/if the season is held. If the Volleyball and Football (fourth season) is cancelled in the spring they will not be eligible for 10% of their coaching salary.
3. **Timing of Payment.** Each Association member subject to this Agreement shall receive a quarterly payment. The quarterly payment to each affected Association member shall be subject to the usual and customary deductions.

4. **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 June 30, 2021. This Letter of Agreement may be modified by mutual written agreement between the parties hereto.
5. **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.
6. **No Reopening of Negotiations.** This Letter of Agreement does not constitute a reopening of the CBA or negotiations.

**INDEPENDENT SCHOOL DISTRICT
NO. 2904**

Dated: _____, 2020

By: _____
Board Chair

By: _____
Clerk

Tracy Area Education Association

Dated: _____, 2020

By: _____

By: _____