

**GRIEVANCE SETTLEMENT AND MEMORANDUM OF UNDERSTANDING**  
**Between the Minnesota State College Faculty and the**  
**Minnesota State Colleges and Universities**

This Grievance-Settlement and Memorandum-of-Understanding Agreement ("Agreement") is made and entered into by and between the Minnesota State Colleges and Universities ("Minnesota State") – for itself and for and on behalf of ██████████ College ("the college") - and the Minnesota State College Faculty ("MSCF") – for itself and for and on behalf of ██████████ ("Grievant"), collectively referred to as "the parties." The purpose of this Agreement is to (1) resolve MSCF's 2017 grievance filed on behalf of the Grievant (MSCF RI-17-03/Minnesota State GR-17-0064), and (2) to memorialize agreed upon clarifications of and/or modifications to the "Sick Leave Liquidation" language in Article 16, Section 1 of the MSCF collective bargaining agreement ("CBA").

WHEREAS, Minnesota State and MSCF are parties to a CBA that governs the terms and conditions of employment of faculty at the college; and

WHEREAS, the Grievant held temporary faculty appointments at the college for ten consecutive years, from the 2007-2008 academic year to the 2016-2017 academic year; and

WHEREAS, the "Sick Leave Liquidation" and "Eligibility" language in Article 16, Section 1, Subdivision 1 of the current, 2017-19 CBA is the same as the "Sick Leave Liquidation" and "Eligibility" language in the 2015-17 CBA, applicable during the Grievant's last year of employment at the college, which states in pertinent part:

**Section 1. Sick Leave Liquidation.** A sick leave liquidation payment shall be granted to all faculty members under the following provisions:

**Subd. 1. Eligibility.**

A. All faculty members who have completed twenty (20) years of continuous service shall receive a sick leave liquidation payment upon separation from state service.

B. All faculty members who are separated by reason of death shall receive a sick leave liquidation payment. Such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's Retirement Association or Individual Retirement Account Plan.

C. All unlimited full-time and unlimited part-time faculty members who are laid off from service in the state colleges shall receive a sick leave liquidation payment.

D. Faculty members who separate from state service after ten (10) years of continuous state service and whose combined years of service and age equal to or greater than sixty-eight (68) shall also receive a sick leave liquidation payment.

WHEREAS, the Grievant's appointment as a Temporary Part-Time ("TPT") faculty member at the college for the 2016-2017 academic year ended on or about May 12, 2017; and

WHEREAS, on or about May 23, 2017, the Grievant contacted the college to request liquidation of [REDACTED] accrued sick leave in accordance with Article 16, Section 1, Subdivision 1.D of the CBA; and

WHEREAS, the college denied the Grievant's request for liquidation of [REDACTED] accrued sick-leave on the grounds that (1) the ending of a temporary faculty appointment, by itself, does not constitute a "separation" for purposes of Article 16, Section 1, Subdivision 1; and (2) the Grievant's request for sick-leave liquidation was untimely because it came after [REDACTED] TPT appointment ended; and

WHEREAS, in June of 2017, the college received from MSCF the above-identified grievance contesting the college's denial of the Grievant's request for sick-leave liquidation; and

WHEREAS, the parties have processed this grievance through Step 2 of the CBA's Grievance Procedure and have scheduled the grievance for an arbitration hearing, which has not occurred yet; and

WHEREAS, the parties desire to: (1) finally and forever resolve this grievance, and (2) memorialize agreed-upon interpretations of and/or modifications to the Sick Leave Liquidation language in Article 16, Section 1 of the CBA;

NOW THEREFORE BE IT RESOLVED that the parties, acting through their respective agents, do hereby stipulate to this Agreement in accordance with the terms below:

1. **Withdrawal of Grievance and Release.** This Agreement will serve as MSCF's withdrawal of the above-named grievance.
2. **Effect of Agreement on Pending Matters.** The parties stipulate that, effective as of the date this Agreement is fully executed, should any:
  - (a) disputes related to events occurring prior to the execution of this Agreement that may be properly grieved in accordance with the timelines in Article 27 ("Grievance Procedure") of the CBA, or
  - (b) pending grievances

exist related to matters that involve the Article 16, Section 1 ("Sick Leave Liquidation") language of the CBA, the parties will interpret Article 16, Section 1 consistent with Terms 4, 5, 6, and 7 of this Agreement if applicable.

3. **Lump-Sum Payment.** No later than 45 calendar days following the effective date of this Agreement, the college will pay the grievant a lump sum of [REDACTED], less any applicable withholdings and deductions. This lump sum payment is granted expressly because the parties seek to avoid the disruption and costs of

further grievance proceedings related to these matters, including the expenses and potential risks of arbitration. This lump-sum payment to the grievant shall not constitute a precedent.

4. **Use of the Phrase "Faculty Member."** Unless otherwise specified in this Agreement, where the phrase "faculty member" (and/or its possessive and/or plural form(s)) is used in a term of this Agreement, it shall be interpreted to include not only a current MSCF faculty member (*i.e.*, one working in a current MSCF faculty appointment) but also former a MSCF faculty member (*i.e.*, one whose MSCF faculty appointment has ended).
  
5. **Separation, Defined.** For purposes of the entire Section 1 ("Sick Leave Liquidation") of Article 16 of the CBA, the meaning of the term "separation" (and/or variations of the word such as "separate" or "separated"), when used with respect to the service of Temporary Part-Time (TPT) and/or Temporary Full-Time (TFT) faculty members, will be limited in definition to the following situations:
  - a. The end of a current faculty member's MSCF faculty appointment due to his or her death,
  
  - b. **Employee-initiated separations:** *i.e.*, where no later than the June 30<sup>th</sup> that follows the faculty member's most recent MSCF appointment period, the faculty member submits written notification to the college where the faculty member's most recent appointment was held (or, if the faculty member most recently held simultaneous faculty appointments at several Minnesota State colleges, the faculty member submits written notice to the college where the faculty member's appointment had the greatest FTE) that he or she no longer wishes to be offered or to accept future faculty work within the Minnesota State college system, or
  
  - c. **Employer-initiated separations:**
    - i. Where the college notifies the faculty member in writing prior to the start of the academic year that immediately follows the faculty member's most recent MSCF appointment period that:
      - The college will not be offering him or her future faculty work, or that
      - An offer of future faculty work is being rescinded; or
  
    - ii. Where, absent the written notice from the college described in 5.c.i, above, a faculty member does not receive a temporary-faculty appointment in the MSCF bargaining unit during either fall or spring semester of the academic year that immediately follows the faculty member's last MSCF faculty appointment period.

6. In order for a TPT and/or TFT faculty member who

- meets the applicable service, age, and separation requirements indicated in Article 16, Section 1, Subdivision 1 ("Eligibility") of the CBA, as clarified and/or modified by this Agreement, and
- who separates from service as defined in Term 5.c of this Agreement

to be eligible to receive a sick-leave liquidation payment, the faculty member also must make to the college from which the faculty member is separating a written request for sick-leave liquidation.

The faculty member must make this request within the following timelines:

- a. For employer-initiated separations pursuant to Term 5.c.i above (written notice of separation given by the college):
  - i. The college must receive from the faculty member his or her written request for sick-leave liquidation no later than the June 30<sup>th</sup> that directly follows the college's notice of separation, or
  - ii. If the faculty member receives written notice from the college of the separation per Term 5.c.i fewer than two weeks before June 30<sup>th</sup>, the faculty member shall have two weeks from the date of the college's written notice of the separating event to submit his or her request for sick-leave liquidation, Term 6.a.i notwithstanding.
- b. For employer-initiated separations pursuant to Term 5.c.ii above (no written notice of separation given by the college), the college must receive the written request for sick-leave liquidation no later than June 30<sup>th</sup> of the first fiscal year following the faculty member's last MSCF faculty appointment.

7. **Timing of Sick-Leave Liquidation Payment.** TPT and/or TFT faculty members who become eligible for sick leave liquidation pursuant to Article 16, Section 1, Subdivision 1 ("Eligibility") of the CBA, as clarified and/or modified by this Agreement, will receive the payment according to the following timelines:

- i. For separations that fall within Term 5.a. or 5.b. of this Agreement: By the end of the second full pay period immediately following the separation, or
- ii. For separations that fall within Term 5.c. of this Agreement: By the end of the second full pay period immediately following the college's receipt of an eligible faculty member's timely written request for sick leave liquidation.

8. **Equal Drafting.** This Agreement shall be construed to have been drafted equally by the parties.
9. **Non-Admission.** Nothing in this Agreement is intended to be, or shall be construed to be, an admission by the Employer that it has violated the collective bargaining agreement between the parties.
10. **No Other Claims.** Except for seeking enforcement of this Agreement, no grievance or other claims will be raised regarding the facts underlying grievance number MSCF RI-17-03/Minnesota State GR-17-0064.
11. **Precedent Setting.** The Parties agree that, with the exception of Term 3 ("Lump-Sum Payment") above, this MOU shall be considered precedent setting.
12. **Knowing and Voluntary.** The parties acknowledge that they have carefully read and fully understand the terms of this Agreement and that they are entering into it voluntarily.
13. **Entire Agreement.** The above-stated terms represent the complete and total agreement between the parties. No other agreements shall be binding unless signed by the parties hereto.
14. **Effective Date.** This Agreement will be effective on the day on which all parties have signed below.

FOR THE MSCF:

 10/22/18  
 Kevin Lindstrom Date  
 President, MSCF

 10/16/18  
 Charles Dykstra Date  
 Field Staff, Education Minnesota

FOR MINNESOTA STATE:

 11/29/18  
 Jeffrey O. Wade Date  
 System Director, Labor Relations

 12/5/18  
 Betsy Thompson Date  
 Director, Labor Policy & Administration

FOR [REDACTED] COLLEGE:

[REDACTED]  
 President, [REDACTED] College

## ADDENDUM

This Addendum is made to the Grievance Settlement and Memorandum-of-Understanding Agreement ("Agreement") that was entered into in 2018 by and between the Minnesota State Colleges and Universities ("Minnesota State" or "Employer") – for itself and for and on behalf of ██████████ College - and the Minnesota State College Faculty ("MSCF"), collectively referred to as "the parties," where the purpose was (1) to resolve the parties' 2017 grievance numbered MSCF RI-17-03/Minnesota State GR-17-0064, and (2) to memorialize agreed upon clarifications of and/or modifications to the "Sick Leave Liquidation" language in Article 16, Section 1 of the MSCF collective bargaining agreement ("CBA").

The purposes of this Addendum are twofold:

**First**, to expand the original Agreement to include new terms that provide the conditions under which sick-leave liquidation will be available when:

- A person who held a temporary part-time (TPT) faculty appointment in a semester dies after the end of the semester, but before the start of the immediately subsequent semester; and
- A person who held a fixed-term (either part-time or full-time) faculty appointment in an academic year dies after the end of the appointment, but before the start of the immediately subsequent semester.

**Second**, to replace a now-obsolete college faculty appointment type referenced in Agreement - the Temporary Full-Time ("TFT") appointment type – and to expand the scope of the Agreement to include a new faculty appointment type (Fixed Term) that the parties bargained into the 2021-2023 CBA, subsequent to the Agreement's execution.

**WHEREAS**, Minnesota State and MSCF are parties to a 2023-2025 CBA that governs the terms and conditions of employment of faculty at Minnesota State's colleges; and

**WHEREAS**, as of the date of this Addendum's execution, negotiations are pending between the parties for the successor 2025-2027 CBA; and

**WHEREAS**, in the summer of 2025, ██████████ ("Individual"), who had held a TPT faculty appointment at ██████████ ██████████ College ██████████ in the spring semester of 2025, and whom ██████████ had planned to employ for another TPT appointment the following fall semester, died during the break period between the two semesters; and

**WHEREAS**, At the time of ██████████ death, Individual was eligible to participate in the Employer's health insurance plan; and

**WHEREAS**, the College’s intent to employ Individual in a TPT faculty appointment the following semester, Fall Semester of 2025, was evidenced by Individual’s eligibility for and participation in, per Article 19, Section 2, Subdivision 2.E (“Summer Coverage – Temporary Part-Time Faculty”) of the 2023-2025 CBA, the Employer’s health insurance plan during the summer of 2025; and

**WHEREAS**, Individual’s faculty appointment for the upcoming 2025 Fall Semester would have been paid on the salary schedule in the CBA; and

**WHEREAS**, Under Term 5.a of the 2018 Agreement, Individual would have been eligible to receive sick leave liquidation had [REDACTED] death occurred during [REDACTED] Spring Semester 2025 TPT appointment; and

**WHEREAS**, Individual’s Spring Semester 2025 TPT appointment had ended shortly before [REDACTED] death, and but for [REDACTED] death, [REDACTED] had intended to hire [REDACTED] in a TPT appointment the immediately subsequent semester, Fall Semester 2025; and

**WHEREAS**, the parties desire that Term 5.a of the Agreement be expanded to address the conditions under which people in the situations summarized in the two bullets on the first page of this Addendum will be eligible for sick-leave liquidation;

**NOW THEREFORE BE IT RESOLVED** that the parties, acting through their respective agents, do hereby stipulate to the Terms below:

1. **Expansion of Term 5.a of the Agreement.** Effective retroactive to May 15, 2025, Term 5.a of the Agreement is expanded to provide for payment of sick-leave liquidation, at a deceased person’s regular daily rate of pay during the person’s last college faculty appointment, to:
  - a) A person who held a TPT faculty appointment at a Minnesota State college in a semester:
    - (i) Who dies after the end of the appointment, but before the start of the immediately subsequent semester, and
    - (ii) For whom that college, or another Minnesota State college, has made a written record – dated prior to the person’s death - of its intent to have hired the person into a college faculty position in an appointment type paid on the Article 13, Section 7, salary schedule in the immediately subsequent semester; and

- b) A person who held a fixed-term (either part-time or full-time) faculty appointment at a Minnesota State college in an academic year:
  - (i) Who dies after the end of the appointment, but before the start of the immediately subsequent semester, and
  - (ii) For whom that college, or another Minnesota State college, has made a written record – dated prior to the person’s death - of its intent to have hired the person into a college faculty position in an appointment type paid on the Article 13, Section 7, salary schedule in the immediately subsequent semester.

- 2. **“Written record of intent.”** For purposes of this Addendum’s Term 1, above, a college’s written record of intent may be evidenced by things such as: a dated email exchange between a Minnesota State college and the decedent (while living) that includes a description of the college’s offer of work and the person’s acceptance of it; a record in the college’s faculty-workload management system of the offered assignment’s approval; and/or the written notice (for purposes of summer insurance eligibility) described in Article 19, Section 2, Subdivision 2.E (“Summer Coverage – Temporary Part-Time Faculty”) and F (“Summer Coverage – Probationary Faculty”) and G (“Summer Coverage – Fixed-Term Faculty”) of the 2023-2025 CBA. Regardless of the type of written record evidencing the college’s intent, the record must have been dated prior to the person’s death.
- 3. **Inclusion of the Fixed-Term Appointment Type in the Agreement.** Where the Agreement references the now-obsolete Temporary Full-Time appointment type, it will be expanded to include the appointment types of Fixed-Term Part-Time and Fixed-Term Full-Time.
- 4. **Incorporation of Addendum into Agreement.** This Addendum is hereby incorporated into the Agreement.
- 5. **No Other Claims.** Except for seeking enforcement of this Addendum, no grievance or other claims will be raised regarding the matters contained herein.
- 6. **Disputes.** Any and all disputes arising from the interpretation, implementation or application of this Addendum are subject to the grievance and arbitration provisions of Article 27 of the CBA between the MSCF and Minnesota State.
- 7. **Equal Drafting.** This Addendum shall be construed to have been drafted equally by the parties.

8. **Entire Agreement.** This Addendum and the Agreement to which it is attached and hereby incorporated into constitute the entire agreement between the parties on the matters discussed herein. This Addendum fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter contained in this Addendum. No modification or waiver of any of the provisions of this Addendum shall be valid unless in writing signed by the party against whom the same is sought to be enforced. Except as described in this Addendum, there were no inducements or representations leading to the execution of this document. The terms of this Addendum 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 collective bargaining agreement.
9. **Effective Date.** With the exception of this Addendum’s Term 1, above, whose effective date will be retroactive as provided in Term 1 upon execution of this Addendum, this Addendum will be applied prospectively and will be effective on the day on which all parties have signed below.

FOR MSCF:

*Kevin Lindstrom*

Kevin Lindstrom (Sep 17, 2025 07:08:59 CDT)

Kevin Lindstrom <sup>09/17/2025</sup> Date

President  
Minnesota State College Faculty

FOR MINNESOTA STATE:

*Betsy Thompson*

Betsy Thompson (Sep 17, 2025 12:36:28 CDT)

Betsy Thompson <sup>09/17/2025</sup> Date

Director of Labor Relations  
Minnesota State Colleges and Universities

*Chris Dale*

Chris Dale (Sep 17, 2025 13:39:38 CDT)

Chris Dale <sup>09/17/2025</sup> Date

Interim Associate Vice Chancellor for  
Labor Relations

# 2025.09.15 -- Addendum of 2018 Liq MOA

SL

Final Audit Report

2025-09-17

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 Agreement completed.

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