

**TENTATIVE AGREEMENT:  
JOINT LABOR/MANAGEMENT MOA PROPOSAL #16\*  
Article 13, Section 1, Subd. 3 (“Placement for Re-employed Unlimited Faculty”)**

*\*Note: This document will serve as both the final version of the joint L/M proposal as well as the parties’ Tentative Agreement on the topic addressed herein. Executed concurrently with the parties’ pending negotiations of the 2025-2027 MSCF CBA, this TA is intended to memorialize modifications to the language in Article 13, Section 1, Subd. 3 (“Placement for Re-employed Unlimited Faculty”) of the 2023-2025 CBA so that the agreed-up modifications can be included in the 2025-2027 CBA once the parties have reached a settlement and collective bargaining has concluded.*

*These modifications are intended to reflect in the aforementioned CBA language the parties’ agreed-upon understanding of the current intent of the language, as described and captured in the Memorandum of Understanding (“MOA”) executed by the parties on December 10, 2025, that was incorporated into the parties December 10, 2025, Settlement and Release (“S & R”) agreement resolving MSCF Grievance No. SP-25-02 / Minnesota State Grievance No. GR-25-0016 (both the MOA and the S & R are attached to this document for reference purposes).*

For the collective bargaining of the 2025-2027 MSCF CBA, Minnesota State and the MSCF (“the parties”) jointly propose and agree to the changes to Article 13, Section 1, Subd. 3 that are indicated below.

**Article 13 – Wages  
Section 1 – Initial Step Placement**

\* \* \* \* \*

**Subd. 3. Placement for Re-employed Faculty Who Previously Held Unlimited Appointments Faculty.** When a faculty member who ~~has~~ previously had been employed by ~~the a~~ Minnesota State colleges in an ~~as~~ unlimited full-time, or unlimited part-time faculty appointment subsequently is re-employed by a Minnesota State college in any type of faculty appointment that is paid off the salary schedule, such faculty member will be placed on the salary schedule where ~~s/he the faculty member~~ was at the time of separation, ~~and~~ including any salary schedule reformatting and/or renumbering. If the faculty member has had relevant interim work experience, such work experience will be evaluated for a higher step

*This tentative-agreement package covers only the changes indicated herein. Other proposals may be pending concerning some of these provisions, sections, and/or articles.*

TENTATIVE AGREEMENT: Joint L/M MOA Pkg Prop #16\*  
Article: 13, Section 1, Subd. 3 Placement for Re-Employed Unlimited Faculty  
MSCF 2025-2027 Bargaining

Friday, December, 12, 2025 - (not table-talked in bargaining) see MOA referenced below  
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placement. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

**For MSCF:**  
Carolyn Cook 12/15/2025  
[Carolyn Cook \(Dec 15, 2025 15:04:38 CST\)](#)  
Carolyn Cook Date  
Co-Negotiator for MSCF  
Kevin Lindstrom 12/15/2025  
[Kevin Lindstrom \(Dec 15, 2025 11:12:23 CST\)](#)  
Kevin Lindstrom Date  
Co-Negotiator for MSCF

**For Minnesota State:**  
Betsy Thompson 12/15/2025  
[Betsy Thompson \(Dec 15, 2025 19:55:19 CST\)](#)  
Betsy Thompson Date  
Negotiator for Minnesota State

*This tentative-agreement package covers only the changes indicated herein. Other proposals may be pending concerning some of these provisions, sections, and/or articles.*

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into by and between the Minnesota State Colleges and Universities (“Minnesota State”), for itself and on behalf of Saint Paul College (“College”) (together referred to as the “Employer”), and the Minnesota State College Faculty (“MSCF” or “Union”), collectively referred to as “the parties,” for the purpose of resolving all disputes between the parties underlying MSCF Grievance No. SP-25-02 / Minnesota State Grievance No. GR-25-0016.

**Whereas**, Minnesota State and MSCF are parties to a 2023-2025 collective bargaining agreement (“CBA”) that governs the terms and conditions of employment for faculty; and

**Whereas**, as of the date of this Agreement’s execution, negotiation are pending between the parties for the successor 2025-2027 CBA; and

**Whereas**, Article 13, Section 1, Subd. 3 (“Placement for Re-employed Unlimited Faculty”) of the 2023-2025 CBA between Minnesota State and MSCF states, in part: “When a faculty member who has previously been employed by the state colleges as unlimited full-time, or unlimited part-time is re-employed, such faculty member will be placed on the salary schedule where s/he was at the time of separation.... If the faculty member has relevant interim work experience, such work experience will be evaluated for a higher step placement...”; and

**Whereas**, ██████████ (“M█████████” or “grievant”) was an unlimited full-time (“UFT”) faculty member at the College and retired in Spring ██████████, at which time ██████████ had a salary placement of Column 3, Step 20; and

**Whereas**, ██████████ accumulated relevant work experience after retirement and before ██████████ returned to the College; and

**Whereas**, ██████████ returned in Fall of 202█ as a temporary part-time (“TPT”) faculty member in the College’s ██████████ Program and remained at Column 3, Step 20; and

**Whereas**, the College did not consider the grievant’s interim experience in making ██████████ salary placement upon ██████████ return; and

**Whereas**, MSCF grieved the college’s application of the CBA in assessing ██████████ salary placement and appealed the grievance to Step 2 on December 16, 2024, asserting that Article 13, Section 1 of the MSCF Agreement entitled Grievant to be credited with additional steps in recognition of ██████████ interim work experience; and

**Whereas**, the parties are amenable to a resolution of this matter and a shared understanding of the applicable CBA language going forward; and

**Whereas**, the parties disagree whether a violation of the CBA occurred, but desire to avoid the disruption and cost that further proceedings, including arbitration, may bring, and further desire to fully and forever resolve the grievance and all disputes regarding this matter; and

**Whereas**, contemporaneously with the execution of this Agreement, Minnesota State and MSCF have entered into a Memorandum of Understanding (“MOU”) that clarifies the parties’ interpretation of Article 13, Section 1, Subd. 3. The MOU is attached as Attachment A to this Agreement and is incorporated herein by reference;

**Now therefore**, do hereby stipulate to this Agreement in accordance with the following terms:

- 1. Lump Sum** Minnesota State will pay a lump sum to [REDACTED], in the gross amount of one thousand one hundred thirty-four dollars and eleven cents (\$1,134.11), less all applicable withholdings. The parties agree that this sum fully compensates [REDACTED] for the difference in pay that resulted from the changing contract interpretation described in Attachment A.
- 2. Incorporation of MOU into Settlement and Release Agreement.** The MOU in Attachment A to this Agreement is hereby incorporated into this Agreement.
- 3. Withdrawal of Grievance and Release.** All claims and/or disputes relating to the matters underlying this grievance (MSCF Grievance No. SP-25-02 / Minnesota State Grievance No. GR-25-0016) are released upon execution of this Agreement, including but not limited to any claims related to Grievant’s salary placement upon his return to the College in Fall of 2024. Consistent with Term 4 of the MOU in Attachment A, this release expressly includes MSCF’s waiver of any other claims, whether with respect to [REDACTED] faculty member, related to the changed interpretation of Article 13, Section 1, Subd. 3 that is described and memorialized in the Attachment A MOU.
- 4. Non-Admission.** Nothing in this Agreement is intended to be, nor will be deemed to be, an admission of liability by the Employer that it has violated any state or federal constitution, statute or regulation, local ordinance, or principle of common law or equity, or that it has engaged in any wrongdoing or violated the CBA.
- 5. Not a Precedent.** This Agreement (including any facts and documents related to this dispute) will not constitute a precedent, with the exception of the MOU in Attachment A. Except for the terms set forth in the MOU, the parties shall not ever assert or claim that this Agreement is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
- 6. Limitation on Use.** This Agreement (including any facts and documents related to this dispute) will not be used by the Union as evidence in any other employee’s grievance or arbitration, or court action, except to enforce this Agreement or the attached MOU.
- 7. No Other Claims.** Except for seeking enforcement of this Agreement as described in Term 6, above, no grievance or other claims will be raised regarding the matters contained herein.

8. **Knowing and Voluntary.** By signing this Agreement, the parties acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing, that they have carefully read and understand its terms, and that they are voluntarily entering into this Agreement.
9. **Equal Drafting.** This Agreement shall be construed to have been drafted equally by the parties.
10. **Disputes.** Any disputes arising from the interpretation, implementation or application of this Agreement, which includes the MOU in Attachment A, are subject to the grievance and arbitration provisions of Article 27 of the CBA between the MSCF and Minnesota State.
11. **Effective Date.** This Agreement shall not become effective or enforceable until all parties have executed it, including the MSCF's and Minnesota State's execution of the MOU in Attachment A.
12. **Severability and Interpretation.** In the event any provision of this Agreement is held invalid by a court a 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.
13. **Entire Agreement.** This Agreement and the attached MOU constitute the entire agreement between the parties on the matters discussed herein. This Agreement fully supersedes all prior agreements or understandings between them pertaining to the subject matter contained in this agreement. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing signed by the party against whom the same is sought to be enforced. Except as described in this Agreement, there were no inducements or representations leading to the execution of this document. The terms of this Agreement 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.

**FOR MSCF:**

*Kevin Lindstrom* 12/09/2025

Kevin Lindstrom (Dec 9, 2025 15:05:27 CST)

Kevin Lindstrom Date  
MSCF President

**FOR THE EMPLOYER:**

*Deidra A. Peaselee* 12/10/2025

Deidra Peaselee Date  
President  
St. Paul College

Kari Ann Cruz

Kari Ann Cruz (Dec 9, 2025 15:01:08 CST)

12/09/2025

Kari Ann Cruz  
MSCF Field Representative

Date

Jeff Wyatt

12/10/2025

Jeff Wyatt  
Assistant Director of Labor Relations  
Minnesota State Labor Relations

Date

Betsy Thompson

Betsy Thompson (Dec 10, 2025 19:20:29 CST)

12/10/2025

Betsy Thompson  
Director of Labor Relations  
Minnesota State Labor Relations

Date

Chris Dale

12/10/2025

Chris Dale  
Interim Associate Vice Chancellor for Labor  
Relations  
Minnesota State Labor Relations

Date

**GRIEVANT:**

[Redacted Name]

12/09/2025

Date

Grievant

## Attachment A

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) 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”), collectively referred to as “the parties,” for the purpose of clarifying and agreeing to a common understanding of certain language in Article 13 of the collective bargaining agreement (“CBA”) between the parties.

**Whereas**, Minnesota State and MSCF are parties to a 2023-2025 collective bargaining agreement (“CBA”) that governs the terms and conditions of employment for faculty; and

**Whereas**, as of the date of this Agreement’s execution, negotiations are pending between the parties for the successor 2025-2027 CBA; and

**Whereas**, Article 13, Section 1, Subd. 3 (“Placement for Re-employed Unlimited Faculty”) of the 2023-2025 CBA contains, in pertinent part, the following language that provides for salary placement when a faculty member is re-employed:

**Subd. 3. Placement for Re-employed Unlimited Faculty.** When a faculty member who has previously been employed by the state colleges as unlimited full-time, or unlimited part-time is re-employed, such faculty member will be placed on the salary schedule where s/he was at the time of separation and including any salary schedule reformatting and/or renumbering. If the faculty member has relevant interim work experience, such work experience will be evaluated for a higher step placement. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

**Whereas**, prior to this MOU’s execution, Minnesota State’s longstanding practice had been to interpret this CBA language such that an individual, formerly with an unlimited-status college faculty appointment, who was re-employed as a faculty member at a Minnesota State college would received consideration of relevant interim work experience for the purpose of salary placement only if the individual returned to an unlimited position (either unlimited full-time [“UFT”] or unlimited part-time [“UPT”]), not if that faculty member was re-employed into a contingent faculty appointment status paid off the salary schedule (i.e. a temporary part-time [“TPT”] or a fixed-term position); and

**Whereas**, in late 2024 MSCF grieved the Employer’s application of this CBA language in its salary-placement assessment for a formerly unlimited-status faculty member who retired, engaged in subsequent relevant work experience, and then was re-employed by a Minnesota State college into a TPT position. (MSCF Grievance No. SP-25-02 / Minnesota State Grievance No. GR-25-0016); and

**Whereas**, the Employer no longer holds to the prior interpretation of this CBA language and wishes to avoid future disputes that may have arisen had it maintained that position; and

**Whereas**, the parties wish to clarify and memorialize their agreement to a shared understanding concerning the interpretation of the above-referenced CBA language; and

**Whereas**, contemporaneously with the execution of this MOU, the parties are resolving the above-referenced grievance, through the Settlement and Release Agreement (“S & R Agreement”) to which this MOU is attached.

**Now therefore**, the parties do hereby stipulate to this MOU under the following terms:

- 1. Salary Placement for Re-employed Unlimited Faculty.** Effective as of the date this MOU is fully executed, the parties agree that Article 13, Section 1, Subd. 3 shall be interpreted and applied so that the scope of this CBA language will encompass, with respect to the appointment status of the faculty member upon re-employment, any college faculty appointment status that is paid off the MSCF salary schedule.
- 2. Future Clarification of Actual CBA Language.** Time permitting, the parties will endeavor in good faith to reasonably explore whether they might agree to jointly recommending, for the still-pending negotiations of the 2025-2027 CBA, modifications to the Article 13, Section 1, Subd. 3 language in order to make it more clearly in alignment with the interpretation referenced in Term 1, above. The parties agree that any such efforts will be aspirational in nature and that this MOU is not contingent on such language clarifications ultimately being included in the settlement of the 2025-2027 CBA.
- 3.** This MOU is hereby incorporated into the S & R Agreement referenced above as a component term of the parties’ resolution of MSCF Grievance No. SP-25-02 / Minnesota State Grievance No. GR-25-0016.
- 4. Non-Admission.** Nothing in this MOU is intended to be, nor will be deemed to be, an admission of liability by the Employer that it has violated any state or federal constitution, statute or regulation, local ordinance, or principle of common law or equity, or that it has engaged in any wrongdoing or violated the CBA.
- 5. No Other Claims.** The parties agree that, except for seeking enforcement of this MOU, no grievance or other claims will be raised regarding the matters contained herein. The parties further agree that the CBA interpretation agreed to herein will be applicable prospectively only, effective upon the execution of this MOU and the above-referenced S & R Agreement to which it is attached and incorporated. The Union agrees that it will not bring any grievances or other claims related to the previous interpretation of the referenced language.
- 6. Knowing and Voluntary.** By signing this MOU, the parties acknowledge that they have had the opportunity to review this MOU with counsel of their choosing, that they have carefully read and understand its terms, and that they are voluntarily entering into this MOU.

7. **Equal Drafting.** This MOU shall be construed to have been drafted equally by the parties.
8. **Disputes.** Any disputes arising from the interpretation, implementation or application of this MOU are subject to the grievance and arbitration provisions of Article 27 of the MSCF Agreement with Minnesota State.
9. **Effective Date.** This interpretation described in this MOU shall not become effective or enforceable until (a) the below-named signatories for both parties have executed the MOU document, and (b) until all named signatories for the parties have executed the S & R Agreement, to which this MOU is attached and incorporated.
10. **Severability and Interpretation.** In the event any provision of this MOU 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 Understanding.** The parties agree that this MOU and the S & R Agreement to which it is attached constitute the entire understanding between the parties on the matters discussed herein.

**FOR MSCF:**

Kevin Lindstrom  
Kevin Lindstrom (Dec 9, 2025 15:05:27 CST) 12/09/2025  
 \_\_\_\_\_  
 Kevin Lindstrom Date  
 MSCF President

**FOR MINNESOTA STATE:**

Betsy Thompson 12/10/2025  
Betsy Thompson (Dec 10, 2025 19:20:29 CST)  
 \_\_\_\_\_  
 Betsy Thompson Date  
 Director of Labor Relations  
 Minnesota State

# 25.12.13 Final for review & sig Joint Proposal #16 & TA - Sal Plcmt upon Re-Emp

Final Audit Report

2025-12-16

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-  Document created by Ann Maile (ann.maile@minnstate.edu)  
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-  Signer kevin.lindstrom@edmn.org entered name at signing as Kevin Lindstrom  
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