MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the Minnesota State Colleges and Universities ("Minnesota State"), for itself and for and on behalf of Bemidji State University ("BSU"), and the Inter-Faculty Organization ("IFO"), collectively referred to as "the parties," for the purpose of permitting a non-precedential exception to the provisions of the current Collective Bargaining Agreement ("CBA") between the parties. This MOA specifically addresses benefits conferred by Article 16 § D and Article 11 § C of the IFO Agreement for faculty members who provide advanced notice of separation from employment with the University.

Whereas, BSU anticipates significant shortfall in its base budget for Fiscal Year 2019 of approximately $1.2 million, which amounts to approximately 2% of the general fund budget for the University; and

Whereas, the magnitude of the anticipated shortfall is such that BSU finds it in the best interest of the university to encourage voluntary separation of faculty before the beginning of next academic year in order to offset the shortfall to its base budget; and

Whereas, the IFO Agreement provides an incentive to induce voluntary separations, to wit, the Early Retirement Notification ("ERN") benefit provided by Article 11 § C and the Early Separation Incentive ("ESI") benefit provided by Article 16 § D; and

Whereas, the ERN benefits are conditioned upon individual faculty member’s providing the University notice of his/her intention to retire by October 15th of the academic year in which the benefits are sought, and ESI benefits are conditioned on the faculty member providing the University notice by October 15th of his/her intention to retire effective the beginning of the subsequent academic year or a date mutually agreed upon by the faculty member and the University; and

Whereas, the budgetary crisis confronting BSU dictates encouraging voluntary separations of faculty by extending the deadline to provide notice of a faculty member’s intention to retire in order to be eligible for the ERN and ESI benefits from October 15 to March 23, 2018;

NOW THEREFORE, the parties agree to the following:

1. Faculty members who wish to give their written notice of intent to retire to the President on or before March 23, 2018 by 12:00 p.m., and to separate from employment with BSU not later than August 20, 2018, and not before the end of the final duty day of Spring Semester 2018, shall be entitled to the following:

   a. The ERN benefit for the 2017-2018 academic year as described in Article 11 § C of the IFO Agreement if the faculty member otherwise meets the eligibility requirements set forth in Article 11 § C; and

   b. The ESI benefits upon separation of employment as described in Article 16 § D if the faculty member otherwise meets the eligibility requirements set forth in Article 16 § D.

2. Faculty members providing notice after March 23, 2018 at 12:00 p.m. shall not be eligible to participate in the benefits described in paragraphs 1 and 2 of this MOA.
3. If a faculty member gives notice of retirement in reliance on a reasonable, good-faith belief that he/she is eligible for the ERN or ESI and it is subsequently determined by the University that he/she is not eligible, the faculty member may rescind his/her notice of resignation. Such rescission must be in writing and must be delivered to the University’s HR office not later than 10 calendar days following the date on the notice of the determination of ineligibility.

Not a Precedent. The parties agree that this MOA will not constitute a precedent. The parties shall not ever assert or claim that this agreement is a precedent in any current or future personnel action or administrative procedure of litigation of any kind.

Limitation on Use. The parties agree that this MOA will not be used as evidence in any grievance or arbitration, except in a proceeding seeking enforcement of a specific provision of this MOA in relation to the employee.

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.

Effective Date. The parties agree that this MOA will be effective on the date on which all parties have signed below.

Entire Agreement. The parties agree that this MOA constitutes the entire agreement between the parties on the matters discussed herein. This MOA fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter contained in this MOA. Except as described in this MOA, there were no inducements or representations leading to the execution of this document.

Disputes. Any and all disputes arising from the interpretation, implementation or application of this MOA are subject to the grievance and arbitration provisions of Article 28 of the IFO Agreement.

FOR THE EMPLOYER

Faith Hensrud, President
Bemidji State University
Date

Christopher Dale
Sr. System Director for Labor Relations
Date

FOR THE UNION

Derek Webb
BSUFA President

Patrice Arseneault
Director of Grievances
Date

Jim Grabowska
IFO President
Date