MEMORANDUM OF UNDERSTANDING
between the
Minnesota Community College Faculty Association,
the United Technical College Educators
and the
STATE OF MINNESOTA

Technical College Educators (hereinafter called UTCE) and the State of Minnesota, Department of Employee Relations (hereinafter called the Employer) to resolve the issues of bargaining unit structure and membership representational rights and responsibilities inherent in the merger of the Minnesota State Community Colleges and the Minnesota State Technical Colleges into Minnesota State Colleges and Universities (hereinafter called MnSCU).

IT IS THEREFORE AGREED THAT: For the purpose of this agreement, the following shall apply:

A. DEFINITIONS. It is intended that the following definitions apply to full-time and part-time faculty, both continuing/unlimited and temporary, who work and/or teach in the area being defined.

1. General education shall mean courses which are college-level, transferable, and fit into the disciplines or sub-disciplines recognized as components of the liberal arts and sciences.

2. General studies shall mean college level, non-technical, non-transferable, non-remedial, and non-developmental courses which are offered within a technical/occupational program. The course content would be related to and be a graduation requirement for a technical program(s).

3. Developmental education shall mean non-transferable, pre-college level courses which are not included in general education or general studies. These courses are designed to upgrade students’ basic skills to prepare them for college level courses.

4. Assigned field shall mean the field of study which is typically part of an A.A. or A.S. degree in which a community college faculty member has been hired to teach/work in and has been deemed to meet the minimum hiring qualification established for that field.

5. License shall mean the field of study which is typically part of an A.A.S. degree or a certificate/diploma program in which a technical college faculty member has been hired to teach/work in and has been deemed to meet the prescribed qualifications established for the license.

6. Activities shall mean uniform assignments such as Athletics, Athletic Coordinators, Theater, Music, Publications, and other non-uniform activities such as clubs that are an integral part of the student life programs at the Community and Technical Colleges.
7. **Associates in Science (A.S.)** The A.S. degree may be awarded for successful completion of programs which are intended to provide a liberal arts and sciences background and to provide foundation for baccalaureate programs with highly structured lower division requirements. Associate in Science programs shall include at least 90 quarter credits, with a minimum of 45 liberal arts and sciences credits.

8. **Associate in Arts (A.A.)** The A.A. degree may be awarded for successful completion of programs primarily intended to provide a broad liberal arts and sciences background. Associate in Arts programs shall include at least 9-quarter credit hours of completed course work which is defined as college level and which is designed to constitute the foundation for a baccalaureate degree. A minimum of 60 credits of the total for the degree shall be in liberal arts and sciences.

9. **Associate in Applied Science (A.A.S.)** The A.A.S. degree may be awarded for successful completion of programs primarily intended to prepare people for employment. A.A.S. programs shall include a minimum of 90 quarter credit hours, at least 30 of which are in liberal arts and sciences.

**B. BARGAINING UNIT STRUCTURE:**

1. All current faculty members shall remain in their current bargaining units.

2. Faculty hired after July 1, 1995, who teach courses in the following general education assigned fields shall be in the MCCFA bargaining unit:

<table>
<thead>
<tr>
<th>American Studies</th>
<th>Anthropology</th>
<th>Art</th>
<th>Biology</th>
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<tbody>
<tr>
<td>Chemistry</td>
<td>CBE</td>
<td>Computer Science</td>
<td>Earth Science</td>
</tr>
<tr>
<td>Economics</td>
<td>Engineering</td>
<td>English</td>
<td>Environ Science</td>
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<td>ESL</td>
<td>Film Making</td>
<td>French</td>
<td>Geography</td>
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<td>Geology</td>
<td>German</td>
<td>Health</td>
<td>History</td>
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<td>Humanities</td>
<td>Internat’l Relations</td>
<td>Japanese</td>
<td>Journalism</td>
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<tr>
<td>Mass Comm.</td>
<td>Mathematics</td>
<td>Music</td>
<td>Native Amer. Studies</td>
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<td>Natural Science</td>
<td>Ojibwe</td>
<td>Philosophy</td>
<td>Physical Education</td>
</tr>
<tr>
<td>Physics</td>
<td>Political Science</td>
<td>Psychology</td>
<td>Reading/SS</td>
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<tr>
<td>Russian</td>
<td>Sign Language</td>
<td>Sociology</td>
<td>Spanish</td>
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</tbody>
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This listing is intended to represent Assigned Fields that comprise the academic disciplines of the liberal arts and science curriculum. The actual names of Assigned Fields may change pursuant to Board policy. A current listing of approved assigned fields is found in Appendix A of this MOU.

Faculty members who are hired for or assigned to provide work after July 1, 1995, in activity courses and activities (music, drama, newspaper, athletics), clubs and intra-murals that evolve from the disciplines above shall continue to be in the MCCFA bargaining unit.

3. Faculty hired after July 1, 1995, to teach courses which typically are included as part of an A.A. or A.S. degree program in the following community college-based occupational assigned fields shall be in the MCCFA bargaining unit:
Faculty members who are assigned to provide direction of club activities that evolve from the programs related to the assigned fields above shall continue to be in the MCCFA bargaining unit.

4. Faculty hired after July 1, 1995, in the non-teaching assigned field of Librarian shall be in the MCCFA bargaining unit.

5. Faculty hired after July 1, 1995, in the non-teaching assigned field of Counselor shall be in the UTCE bargaining unit.

6. Faculty hired after July 1, 1995, who teach courses which typically are included as part of an A.A.S. degree or certificate/diploma program in the following occupational assigned fields/areas where a license is required shall be placed in the UTCE bargaining unit, except for those community-college based assigned fields listed in B(3) above:

| Aviation | Career Orientation | Child Development
| Civil Engineering Tech. | Communications Tech | Computer Tech. Data
| Processing | Dental Assisting | Dental Hygiene Dietetic
| Fashion Merchandising | Forestry Tech. | Graphics
| Health Care Mgmt. | Hospitality Mgmt. | Interpreter Training Legal
| Office | Mass Media Tech. | Mechanical Engineering
| Medical Assistant | Medical Lab Tech. | Medical Office
| Natural Res. Tech. | Nursing (Practical) | Occupational Therapy
| Radiological Tech. | Real Estate | Water/Waste Mgmt.

This list is intended to represent the current Assigned Fields in the Minnesota Community Colleges that are occupational/technical and not reserved in paragraph 3 above.

7. Faculty teaching in additional occupational areas that currently exist only in the Minnesota Technical Colleges shall continue to be in the UTCE bargaining unit. A list of such program areas is included as Appendix B to this MOU. When new occupational programs are approved, pursuant to Board Policy, the faculty will be in the UTCE bargaining unit, unless some unusual situation arises. Nothing in this agreement shall prohibit the MCCFA from challenging a bargaining unit assignment made by the Employer under this section.

Faculty members who are assigned to advise clubs which are associated with the programs in these licensed areas shall also continue to be in the UTCE bargaining unit.

8. Faculty hired after July 1, 1995, who teach general studies courses shall be in the UTCE bargaining unit.

9. Faculty hired after July 1, 1995, who teach developmental education courses shall be in the MCCFA bargaining unit.