APPENDIX F
Memorandum of Understanding

This agreement is entered into this 26th day of January, 2005 by and between Minnesota State Colleges and Universities, hereinafter “Employer” and the Minnesota State College Faculty hereinafter “Union”, to address an issue relative to portability of retirement benefits from college-to-college.

Whereas, an individual faculty member who is placed on layoff and subsequently the statewide recall list may claim a vacancy at another college, and
Whereas, an individual faculty member may transfer voluntarily from his/her college to another college, and
Whereas, an individual faculty member may be eligible for retirement benefits at her/his “home” campus, and those benefits may not exist at the “new” college, and
Whereas, certain faculty with license credentials are eligible for the Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members, and
Whereas, the parties desire to define when the Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members are transferable;

Therefore: That the parties acting through their respective agents do hereby stipulate to this agreement in accordance with the terms set forth below and the statements and conditions set forth below.

In each situation described below, the faculty member just have met the eligibility requirements as defined in the MSCF Master Agreement for the Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members prior to any transfer or a layoff and subsequent award of a claim to a vacancy.

1. A license credentialed faculty member who voluntarily transfers to another college in a licensure credential area, maintains her/his eligibility for the Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members only if the receiving college president agrees in writing, subject to the following:

   A. The grandparented benefits can then be either the sending or receiving colleges’ benefits.
   B. If no agreement is reached prior to the conclusion of the transfer, and the faculty member transfers nonetheless, s/he forfeits all rights to the Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members and is deemed eligible for the general contract retirement benefits.

2. A licensure credentialed faculty member who voluntarily transfers to another college in an assigned field credential area, maintains her/his eligibility for the Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members only if the receiving college president agrees in writing.

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A. If no agreement is reached prior to the conclusion of the transfer, and the faculty member transfers nonetheless, s/he forfeits all rights to the *Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members* and is deemed eligible for the *Early Retirement Incentive for Former MCCFA Bargaining Unit Members*, subject to meeting the contractual requirements contained in the Contract.

3. A *license credentialed* faculty member who is placed on layoff and is subsequently awarded a claim to a vacancy in a *license credential* area at another college shall:

   A. Retain the “*Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members*” benefits from the college s/he was employed at on July 1, 1995, provided s/he meets the contractual requirement of the Contract. The benefits of the “*Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members*” from the receiving college are not available.

4. A *license credentialed* faculty member who is placed on layoff and is subsequently awarded a claim to a vacancy in an *assigned field credential* area at another college shall:

   A. Receive the benefits of the “*Early Retirement Incentive for Former MCCFA Bargaining Unit Members,*” provided he/she meets the contractual requirements contained in the Contract. The benefits from the “*Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members*” from the college that placed her/him on layoff are not transferable.

This document represents the total and complete agreement between the parties. No other agreement related to this specific issue/question is implied nor shall any other agreement be effective unless signed by the parties and attached hereto.

The execution of this agreement and the performance of its terms shall in no way be construed as establishing a practice nor shall it set a precedent. It shall not be used by either party in any legal venue, except to enforce the terms herein.

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**For MSCF:**

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Larry Oveson  
MSCF Co-President

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Joseph W. Stafki, Jr.  
EM/MSCF Higher Ed Staff Rep

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**For the Employer:**

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Toni T. Munos  
MnSCU System Director, Personnel

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Jeffrey O. Wade  
MnSCU System Director, Labor Relations