# Summary of Language Changes For Coaches:

# Article 10, Section G, Subd. 4.f (Compensation of Coaches – Bonus Pay)

- Universities may establish bonus pay for Division I Head Coaches for winning a championship, qualifying for the final four or a national championship final game or winning a national championship, as long as the same bonus amounts for the same accomplishments are offered to head coaches of Men's and Women's teams. [Coaches Caucus]
- Article 10, Section G, Subd. 4.g (Compensation of Coaches Supplement Pay) Coach's salary supplement pay will be increased by the same percent of across-theboard schedule enhancements and step increases in the corresponding fiscal year in which the salary increases are negotiated. [DA Resolution]

## Article 10, Section G, Subd. 6 (Coaches with Non Coaching Assignments)

• Eliminates obsolete language on head coaches with non-coaching assignments.

# Article 10, Section G, NEW Subd. 12 (Annual Appointments for Coaches)

- A new annual appointment is created for coaches that allows a coach to be placed on a 12-month appointment with the coach's agreement, with total pay equivalent to a step on the salary schedule (except Division I coaches may exceed the salary schedule), with the possible addition of supplement pay for summer camps.
- Coaches on annual appointments would receive at least 5 weeks of unscheduled time, with the possibility for up to an additional 6 weeks of unscheduled time, and would receive faculty holidays (set forth in Art 10, Sec D, Subd. 1) plus Memorial Day, Juneteenth, and July 4, and one additional personal day.
- Coaches could be offered multiyear appointments between 3 and 6 years and would be renewed until provided notice no later than 20 days following the end of the competition/ post-season play or April 15 in the final year of their appointment whichever is earlier.
- This new provision is for a trial period that will sunset at the end of the next contract (i.e., on June 30, 2025).

## Article 10, Section G, NEW Subd. 13 (Termination of Intercollegiate Sports)

 Provides that if a sports program is terminated, coaches may be laid off with 9 months' notice following the termination of the sport; laid off coaches will be eligible for severance if they have 6 years of service, and for extended employer paid health insurance benefits and tuition waiver extension the same as faculty on layoff. [DA Resolution]

# Article 35, Section C, Subd. 3 (Special Eligibility for Employer Contribution for Layoffs)

• Adds coaches who are laid off as a result of the termination of a sports program as eligible for the employer contribution for health insurance for one year following layoff.

# Actual Text of Language Changes For Coaches (new language being added is underlined and there is a strike through language to be omitted):

### ARTICLE 10 Workload

**Section G. Athletic Directors, Coaches, and Trainers**. This section shall determine workload and compensation for those faculty members whose workload includes intercollegiate athletic coaching. For purposes of this section, an intercollegiate sport shall be defined as a sport that is recognized by the university as having varsity status and whose teams engage in competition with similar teams at other institutions.

# Subd. 4. Compensation.

- f. Bonus Pay. A university may establish a bonus pay schedule to pay Division I Head Coaches for winning a championship, qualifying for the final four of a national championship, qualifying for a national championship final game, and/or winning a national championship. If a bonus pay schedule is established, it will provide the same bonus amounts for the same accomplishments for the head coaches of the Men's and Women's teams of the same sports. Aggregate bonus pay for any head coach in a Fiscal Year must not exceed fifteen percent of step 45 of the salary schedule.
- **g.** Subject to the maximum salary supplement permitted, salary supplements provided in this subdivision will be increased by the same percent of acrossthe-board schedule enhancements and step increases in the corresponding fiscal year.

## Subd. 6. Coaches with Non-Coaching Assignments. [RESERVED]

- a. Head coaches in category (1) and category (2) with fixed-term contracts who accept an appointment including duties in addition to coaching shall be given a four (4) year, fixed-term appointment covering both the coaching and non-coaching assignments. The salary for the appointment shall be computed in accordance with Subd. 4.
- **b.** The head coach in categories (1) and (2) with an academic appointment shall be given first consideration if a full-time vacancy occurs in the department or program in which the coach holds an academic appointment, in accordance with the following procedures.
  - 1. Should the President decide to fill such a vacancy, this decision shall first be made known to the coach involved, and the coach shall have the opportunity to apply and have the coach's application considered in accordance with Article 21 prior to beginning any search.

2. Should two (2) or more faculty be eligible, then the President shall make the appointment after considering the recommendation of the department. If a non-tenured head coach is appointed by the President, credit for service within the last twelve (12) years shall be granted in accordance with Article 21, Section E, Subd. 6 c, but notwithstanding any other section of the Agreement, such individuals shall serve a minimum of two (2) years in probationary status.

Subd. 12. Annual Appointments. Notwithstanding any other provision in this Agreement, faculty whose primary assignment consists of coaching, and/or athletics related duties, may be employed pursuant to an annual appointment as provided in this subdivision. Such faculty are referred to as "coaches" or "head coaches," as their duties indicate, in the remainder of this subdivision. The compensation provisions in this subdivision are the exclusive methods of compensating coaches appointed to an annual appointment under this subdivision. Faculty employed as coaches at the university, may be placed on an annual appointment if the coach agrees to the annual appointment.

- a. Duty Year. Annual appointments will consist of a twelve month, salaried, dutyyear, starting July 1<sup>st</sup> and ending June 30<sup>th</sup> and run concurrently with the Fiscal Year. Except as explicitly provided in this subdivision, annual appointments are not subject to the provisions of Article 10, Section D. Initial appointments begin on the first day of employment and run through June 30<sup>th</sup>. Coaches with annual appointments shall receive holidays as provided in Section D, Subdivision 1 and shall additionally receive Memorial Day, Juneteenth, and Independence Day (July 4<sup>th</sup>) as holidays.
- b. Salaries. Coaches with annual appointments under this subdivision are salaried faculty members who are paid an annual salary that corresponds to a step on the salary schedule. Salaries will be adjusted on a pro rata basis for part-time coaches. Except for coaches of Division I sports, salaries for coaches on an annual appointment may not exceed the top step of the salary schedule set forth in Article 11. Salaries for Division I coaches may not exceed the salary range provided for the Chancellor of the Minnesota State Colleges and Universities. Salaries may be renegotiated for each new annual appointment. Compensation for non-coaching duties will be included within the annual salary.
- <u>c.</u> <u>Salary Supplement.</u> Universities may pay a salary supplement to coaches for work related to offering summer camps. A salary supplement under this paragraph may not exceed \$25,000 per summer.
- <u>d.</u> <u>Emergency/Personal Leave.</u> During the course of an annual appointment, coaches will be permitted to take one (1) additional day (non-cumulative) of

Emergency/Personal Leave per fiscal year in addition to the leave provided for in Article 17, Section E.

- e. Unscheduled Time. Coaches given annual appointments will have not less than five weeks of unscheduled time without loss of pay, in the course of the Fiscal Year. Up to six additional weeks of unscheduled time may be assigned by the university. Unscheduled time will not carry over from year to year. The University may require the coach to take unscheduled time during academic breaks scheduled during the academic year. Any remaining unscheduled time will be scheduled by mutual agreement between the coach and the immediate supervisor.
- f. Multiyear Appointments. A University may offer coaches a multiyear annual appointment normally not less than 3 and not more than six Fiscal Years in length. Multiyear annual appointments may be renewed at the end of the stated term. Coaches not being renewed beyond their initial or subsequent multiyear annual appointment shall be given a notice of the non-renewal not later than twenty (20) days following the end of the relevant athletic team's final scheduled competition, including post-season play for that team or by April 15, whichever is earlier. Coaches on multiyear annual appointments are otherwise subject to the terms of this subdivision, except for paragraph g.
- g. Renewal and Ending of Appointment. Unless provided written notice of nonrenewal, coaches on annual appointments will be re-employed for the following Fiscal Year. Coaches not being renewed beyond their initial or subsequent annual appointment shall be given a notice of the non-renewal not later than twenty (20) days following the end of the relevant athletic team's final scheduled competition, including post-season play for that team or by April 15<sup>th</sup> whichever is earlier. Coaches on multiyear annual appointments are not subject to the terms of this paragraph.
- <u>h.</u> <u>Evaluation</u>. Coaches on annual appointments will follow the Article 22 Professional Development and Evaluation process.

Article 10, Section G, Subd. 12 will sunset on June 30, 2025. Multiyear appointments scheduled to end after June 30, 2025, will continue until the end of the stated term.

**Subd. 13. Termination of Intercollegiate Sports.** In the event a university terminates an intercollegiate sport, affected coaches may be laid off nine months after being notified of termination of the intercollegiate sport. Coaches who are laid off as provided in this subdivision who have completed six years of service at the university as a faculty member are eligible for severance pay pursuant to Article 16, Section A. Coaches who are laid off as provided in this subdivision are eligible for severance pay pursuant to Article 16, Section A.

tuition waiver extension as provided for retrenched faculty per Article 27, Section I. Coaches who are laid off as provided in this subdivision who have three or more years of continuous service and receive an Employer Contribution toward the cost of health insurance coverage in the Group Insurance Program shall remain eligible for an Employer Contribution and all other benefits provided in Article 35 for twelve (12) consecutive months from the date of the layoff per Article 35, Section C, Subd. 3.a. After the twelve (12) months of Employer paid insurance benefits expire, the laid-off coach shall have the right to continue at the coach's own expense insurance benefits at the group rate as provided in the Continuation of Coverage provisions in Article 35, Section C, Subdivision 3 a.

#### ARTICLE 35 Insurance

**Section C. Eligibility for Employer Contribution**. This section describes eligibility for an Employer Contribution toward the cost of coverage.

**Subd. 3. Special Eligibility**. The following faculty members also receive an Employer Contribution:

a. Faculty Members on Layoff. An eligible tenured, non-tenure track, or probationary faculty member, or intercollegiate athletic coach, who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off pursuant to the provisions of Article 23 remains eligible for an Employer Contribution and all other benefits provided under this article for twelve (12) consecutive months from the date of layoff.