Section A. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, he/she shall be furnished legal counsel in accordance with Minnesota Statutes.
Section B. Unemployment Compensation. All faculty members shall be eligible for unemployment compensation benefits as provided for by law.

Section C. Ethical Standards: External Service and Other Activities.

Subd. 1. External Employment and Other Activities.

a. A faculty member shall be free to accept such external employment as does not interfere with the full and proper performance of duties to his/her respective university as outlined in this subdivision.

b. Faculty members shall not engage in any external activity which interferes with their regular duties.

c. During a period of full-time employment, a faculty member shall not receive either an annual retaining fee or a regular salary from any external source unless the arrangement has been approved in advance by the President/designee. This provision does not apply to such things as the writing of books or articles, the creation of computer software or artistic works, or the giving of occasional speeches or consultations.

d. A full-time faculty member serving as a regular paid consultant or staff member for another Minnesota state agency shall do so with an appropriate leave of absence and deduction of pay at the university.

b. During a period of full-time employment, a faculty member shall not engage in external consulting, employment, or other activities which require the faculty member’s absence from the campus for more than an average of one (1) full duty day per week in any academic year.

f. During a period of full-time employment, a faculty member who holds office in a scholarly or professional organization or who performs editorial or other duties for learned journals must report such duties to the President/designee if these duties require the faculty member’s absence from campus for more than five (5) consecutive duty days in any single academic term.

g. Faculty members engaging in private practice shall not use the official stationery of the university or of the Chancellor, or give as a business address the university, its buildings, its departments, or the office of the Chancellor.

Subd. 2. Conflict of Interest.

a. The technical equipment of the System or university shall not be used by a faculty member for personal use without notice to and the consent of his/her Employer and the payment of a reasonable fee for the privilege enjoyed.
b. Faculty members shall not use their position to secure special privileges or exemptions for themselves or others.

c. Faculty members shall not engage in any transaction as a representative or agent of the State with any business entity in which they have a substantial direct or indirect pecuniary interest. This shall not preclude the use in teaching of materials prepared by faculty members. Faculty members preparing materials for sale to students shall notify the President/designee.

d. Research Funded by the University. A conflict of interest shall be deemed to exist:

1. Whenever a faculty member and/or his/her immediate family in the aggregate own or have options to purchase five percent (5%) or more of voting stock in any company with which the faculty member has a university research project.

2. Whenever a faculty member and/or a member of his/her immediate family holds a position as an operational officer in a company with which the faculty member has a university research project.

3. Whenever a faculty member has an on-going private consulting agreement with the same company with which he/she has a university research project, if the agreement and the project relate to the same subject matter.

e. Research Funded by External Sources.

1. Prior to accepting support from a private sector sponsor, a faculty member must disclose all his/her, and/or his/her immediate family’s, directly-related commercial connections and financial interests in that sponsor to the President/designee.

2. No agreement or contract for sponsored research projects shall be entered into which prohibits a faculty member from publishing research results, except that the sponsor has the right to delete proprietary information from manuscripts prior to publication. A faculty member may agree in writing to delay publication until patents are filed.

Faculty members who publish results shall agree to acknowledge in the publication the role played by the university in the research project or in support of the project. (See also Subd. 3.c below.)

c. If a faculty member believes that a conflict of interest may be created, he/she may (1) avoid entering into the business relationship which may create the situation, or (2) notify the President/designee in writing of the activity and the nature of the possible conflict of interest. Upon receipt of such notice, the President/designee shall obtain an advisory legal opinion regarding the matter. Copies of such an advisory legal opinion shall be provided to the faculty member, the IFO, and other affected parties.
Subd. 3. Confidentiality.

a. Faculty members shall not accept employment or engage in any business or professional activity which they might reasonably expect would require or induce them to disclose confidential information acquired by reason of their official position.

b. Faculty members shall not disclose to unauthorized persons confidential information obtained by them by reason of their official position nor shall faculty members otherwise use such information for personal gain or benefit.

c. A faculty member may enter into a confidentiality agreement with the sponsor of a research project in which the faculty member elects to participate, if such an agreement is required by the sponsor. However, such a confidentiality agreement shall be subject to the limitations specified in Subd. 2. e. 2 above.

Subd. 4. Patents and Intellectual Property.

a. A faculty member shall be entitled to complete ownership and control of any patentable discoveries or inventions, or of intellectual property, except where the faculty member’s normal workload was reduced for purposes of the development project, where the university has provided substantial support for or involvement in the project, or where the inventions or discoveries are produced as a result of agreements or contracts between the university and external sponsors.

b. Ownership of intellectual property, or of patentable discoveries or inventions, shall be shared by the faculty member and the university in an equitable ratio if the intellectual property, or the discoveries or inventions, are produced under one or more of the following circumstances:

1. with substantial university support and involvement;

2. with release time granted with the expectation that patentable information or products will result;

3. under an assigned duty and/or work-for-hire arrangement with an external sponsor.

Whenever possible, an equitable ratio of ownership shall be established in advance and incorporated into an agreement between the university and the faculty member. Fees involved in copyright and patent application shall be shared on the basis of the equitable ratio of ownership established above.

c. A faculty member engaged in research which may lead to patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain a log which includes dates and hours worked on the project, activities engaged in, and university facilities and resources involved.
Section D. Travel on Behalf of the Employer.

Subd. 1. Reimbursement. Faculty engaged in travel expressly assigned by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with MMB’s Managerial Plan. Copies of current travel regulations shall be readily available on each campus.

Subd. 2. Use of Private Vehicles. Whenever practicable, state-owned vehicles shall be made available for faculty members required to travel on behalf of the Employer. The President/designee may elect to allow faculty members to use personal vehicles on a case-by-case basis and reimburse the persons for mileage at the rates provided under MMB’s Managerial Plan. Except for emergency circumstances, or when defined by the President/designee as a condition of employment at the time of initial employment, or thereafter when agreed to by both parties, a faculty member shall not be required to use a personal vehicle for university purposes.

Section E. Check Issuance. Faculty members may elect to receive compensation in consecutive equal increments during the period of their appointment or on a twelve (12) month basis. A faculty member must elect the option of payment at the beginning of each academic year.

Section F. Sick Leave Balance. Once each academic year, each faculty member shall receive from the Employer a statement of his/her balance of unused sick leave accumulations. The Employer’s obligation can be satisfied by providing an electronic means of accessing the faculty member’s current sick leave balance.

Section G. Courses, Tuition and Fees. Full-time faculty members and part-time probationary, part-time non-tenure track and part-time tenured faculty members shall be entitled to enrollment, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Effective fall semester 2004 such enrollment shall not exceed thirty (30) credits for a year. For purposes of this provision, a year begins the first day of fall semester and concludes the day before the beginning of the succeeding fall semester. Part-time fixed-term, adjunct and community faculty shall be entitled to enrollment in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. However, the number of credits available to part-time fixed-term faculty, adjunct faculty and community faculty members for this tuition and fee waiver shall be equal to the number of credit hours taught by the part-time fixed-term, adjunct or community faculty member within that year as described above. The tuition and fee waiver must be used in the period from the first day of fall semester to the day before the succeeding fall semester in which the faculty member is employed. The faculty member’s spouse, or dependent children may share this right within the credit limit established above, with waiver of tuition only. Proof of financial dependency shall not be required.

For purposes of this section, dependent children are financial dependents of the faculty member, defined as dependent on the faculty member for significant financial support.
Section H. Continuation of Benefits. Insurance and tuition waiver benefits for faculty employed in an academic year shall continue until the beginning of the next fall semester. This section shall not apply if the faculty member resigns with an effective date prior to the end of the academic year.

Section I. Tuition Extension for Retrenched Faculty. Faculty identified in Section G who are retrenched in accordance with Article 23 shall be entitled to enrollment, on a space available basis, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Such enrollment is limited to a total of twenty-four (24) credits within one year of separation. The faculty member’s spouse or dependent children may share the right within the limits established above, with waiver of tuition only.

Section J. Participation in Student Loan Forgiveness Programs. Faculty members shall be free to participate in student loan forgiveness programs offered by governmental agencies with no corresponding reduction in salary or benefits otherwise provided in this Agreement.