

SUMMARY OF LANGUAGE CHANGES IN  
2021-2023 IFO / MnSCU TENTATIVE SETTLEMENT

**Article 5, Section A, NEW Subd. 30.1 (Definition of Pay in advance)**

Provides a definition of “pay in advance” as compensation mistakenly paid to a faculty member that exceeds the pro-rata amount of compensation owed to that faculty member at the point in time the payment is made, i.e., an overpayment. (Relates to new subdivision in Article 27, Section E that provides for correction of such overpayments.)

**Article 5, Section A, Subd. 45 (Definition of Release Time)**

Clarifies that release time is for a specific number of credits or a specific proportion of a full-time equivalent appointment.

**Article 10, Section A, Subd. 5 (Assessment of Prior Learning)**

Eliminates obsolete language.

**Article 10, Section A, NEW Subd. 7 (Non-credit Instruction and Training)**

Allows faculty to develop and present non-credit instruction and training focused on occupational, professional, or personal improvement subject matter that is offered to the public for no credit, and, credit or non-credit instruction or training offered pursuant to a contract with a specific customer for the customer’s employees or other group identified by the customer, with compensation determined through mutual agreement between the faculty member and administration. The Faculty Association will be provided notice of all such agreements.

**Article 10, Section G, Subd. 4.f (Compensation of Coaches – Division I Head Coach 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.

**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-the-board schedule enhancements and step increases in the corresponding fiscal year in which the salary increases are negotiated.

**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

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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 health insurance continuation and tuition waiver extension the same as faculty on layoff.

**Article 10, Section J, Subd. 4b. and c. (PIF for Community Faculty)**

Community faculty may seek professional improvement funds (PIF) for course development of newly assigned courses. Beginning in FY 2023, the pool of funds available for community faculty increases (from \$57,800 to \$68,000). Also beginning in FY 2023, the procedures for PIF applications and criteria used for awarding monies will include a priority for professional improvement funds focused on equity and inclusion and/or the elimination of education equity gaps.

**Article 11, Section A, Subds. 1 and 3 (Salaries, Returning Faculty)**

Eliminates obsolete language regarding the merger of the Instructor and Professor lanes on the Salary Schedule. (The merger was accomplished in the 2019-2021 contract.)

**Article 11, Section B (Promotion)**

Eliminates obsolete language regarding the merger of the Instructor and Professor lanes on the Salary Schedule. (The merger was accomplished in the 2019-2021 contract.)

**Article 11, Section C, Subds. 1-4 (Faculty Who Provide Early Notice of Retirement)**

Eliminates obsolete language regarding the merger of the Instructor and Professor lanes on the Salary Schedule. (The merger was accomplished in the 2019-2021 contract.)

**Article 11, Section E, Subds. 1-3 (Service at the Top of the Salary Schedule)**

Eliminates obsolete language regarding the merger of the Instructor and Professor lanes on the Salary Schedule. (The merger was accomplished in the 2019-2021 contract.)

**Article 11, Section G (Health and Dental Premium and Expense Accounts, HRA and HCSP)**

Eliminates obsolete language.

**Article 11, Section K, Career Steps**

Eliminates obsolete language.

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**Article 11, Section L, Subds. 1-3 (Minimum and Maximum Salary Placement)**

Eliminates obsolete language regarding the merger of the Instructor and Professor lanes on the Salary Schedule; and raises the maximum salary for an Instructor to Step 20.

**Article 11, Section M, Subd. 1**

Eliminates obsolete language. Provides for 5% increase in salary of adjunct and community faculty beginning fall 2023, to \$1,645 per credit or 3.5% of step 1 on a per credit basis, whichever is more.

**Article 11, Section M, Subd. 3 (Adjunct/Community Faculty Non-Instructional Activities)**

Subdivision 3 is re-written to provide that adjunct and community faculty will receive a stipend of not less than \$100/day when required to participate in safety and policy training, and when they participate in designated professional development opportunities provided by the university. Administration may establish additional compensation for these activities after meeting and conferring with the Association. (Subdivision 3 currently permits compensation for adjunct/community faculty orientation; orientation for community and adjunct faculty was moved to a new Section R within Article 11).

**Article 11, NEW Section R (Orientation)**

New section requires administration to provide orientation for all faculty. Newly hired adjunct and community faculty will be provided an opportunity to attend orientation and will be compensated with a \$100 stipend for attendance. Newly hired probationary and fixed term faculty will be assigned to new faculty orientation prior to the start of their first semester and will receive an extra duty day for attendance.

**Article 11, Section S (Salary Schedule)**

FY2023 Salary Schedule enhanced by 1.7%, two steps (steps 53 and 54) added to the top, and notation on the schedule that the maximum step for Instructors will be step 20.

**Article 17 Section A (Sick Leave for Supervision of Quarantining Children Due to COVID Exposure)**

IFO executed a Letter of Understanding to expand the Article 17, Section A sick leave benefit effective July 1, 2021, to allow use of accrued and available sick leave when faculty are required to be at home to provide parental supervision for minor children under age 16 who are required to quarantine at the direction of the child's/children's school or child care provider due to COVID-19 exposure where the child/children are not themselves ill. Faculty may be required to provide documentation of the directive to quarantine by the child's school or childcare provider.

**Article 18, Section B (Parental Leave Expanded to Family Leave)**

Unpaid parental leave is expanded to allow a faculty member to take up to two years of leave to care for a faculty member's spouse/domestic partner, parents and/or children, without loss of seniority.

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**Article 19, Section A, Subd. 4 (PIF for Adjuncts)**

Adjunct faculty may seek professional improvement funds (PIF) for course development of newly assigned courses. Beginning in FY 2023, overall pool of funds available for adjunct faculty increases (from \$70,000 to \$80,000).

**Article 19, Section A, Subd. 5 (Criteria for PIF)**

Beginning in FY 2023, the procedures for PIF applications and criteria used for awarding monies will include a priority for professional improvement funds focused on equity and inclusion and/or the elimination of education equity gaps.

**Article 19, Section B, Subd. 1 (Professional Study and Travel)**

Beginning FY 2023, 19B funds increase (from \$1450 to \$1500 per each full-time equivalent faculty in the department).

**Article 19, Section B, Subd. 4 (Professional Study and Travel)**

Eliminates obsolete language and corrects a spelling error.

**Article 20, Section B (Department Chair)**

Replaces references to “chairpersons” with “chair.”

**Article 20, Section B, Subd. 3 (Department Chair Summer Session Assignment)**

Clarifies that chairs may teach courses in summer session at the summer session rate of pay in addition to an assignment to teach during summer on extra duty days provided to chairs pursuant to Art. 20, Sec C, Subd. 1.

**Article 20, Section I (Directors and Coordinators)**

Clarifies that once each spring semester, administration will provide the FA with a report of actual director/coordinator assignments and compensation received for the current academic year (in addition to providing the list of proposed director/coordinator assignments and any changes in compensation proposed for the upcoming academic year).

**Article 21, Section E, Subd. 6.b.2 (Probationary Period Extension for Birth or Adoption/Foster Placement)**

Expands the automatic one-year extension of a faculty member’s probationary period for the birth or adoption/foster placement of a child to include birth or adoption/foster placement the occurs within 6 months prior to the first duty day of a faculty member’s probationary appointment.

**Article 21, Section F, Subd. 3 (Appointment of Administrators)**

Permits administrators to be granted a tenured faculty appointment if the affected department provides a positive recommendation for tenure.

Also provides that before an administrator is granted a tenured or probationary faculty position, the Faculty Association will be notified.

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**Article 22, Section A (Professional Development and Evaluation)**

New language states that a faculty member's continuous improvement toward equity and inclusion and the elimination of education equity gaps is highly valued within the five criteria.

**Article 22, Section B (Criteria for Professional Development and Evaluation)**

New language states that evidence of achievement in the five criteria may include activities intended to help close educational equity gaps, and provides that beginning in the 2022-2023 academic year, faculty should normally propose to engage in such activities (intended to help close educational equity gaps) with respect to at least one of the criteria.

**Article 22, Section D, Subd. 1 (Plan Content )**

New language states that faculty may place emphasis on equity and inclusion work in any of the five criteria, including the equity and inclusion work of mentoring, advising, and supporting equitable outcomes for students, staff, and faculty; and provides that after July 1, 2022, normally PDPs should include at least one activity under any one of the five criteria that is intended to help close the education equity gaps.

**Article 22, Section E, Subd. 1 (Report Content)**

Provides that PDRs submitted after January 1, 2023, normally should include a report on at least one activity under any one of the five criteria where the activity is intended to help close the education equity gaps.

**Article 23, Section B, Subd. 3 (Order of Layoff)**

Requires administration to use a seniority roster that has been in existence for 12 months prior issuing a layoff notice from the roster.

**Article 23, Section B, Subd. 3.c. (Position Elimination for 20+ Year Faculty)**

Clarifies that the administration's options when eliminating a position held by faculty with 20 or more years of service begin with a permanent reassignment to another position in the university without retraining, and further clarifies that if the 20+ year faculty member is not permanently reassigned to another position, and is not successful in developing a mutually agreeable retraining program with the President, they will be laid off at the conclusion of the third academic year from the date of notice, and will receive severance, insurance, and tuition waiver benefits provided to faculty on layoff (in addition to receiving the maximum early separation incentive benefit provided in Article 16, Section D, Subd. 3, i.e., payment equal to base salary).

**Article 23, Section E (Recall)**

Clarifies that when a university intends to fill a vacancy, tenured faculty who were laid off from the same /substantially equivalent position from that university are reemployed in inverse order of layoff from the university.

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**Article 24, Section B (Investigative Suspension Renamed as Leave)**

Changes the name of the leave on which faculty are placed while an investigation is conducted, from “investigative suspension” to “Section B Leave.”

**Article 27, Section E (Pay Option and NEW Subdivision on Correcting Pay Issues)**

Splits the section into subdivision 1 on the ability of faculty of elect a 12 month pay option and provides a new subdivision 2 on correcting pay issues. New Subd. 2 allows the administration to correct erroneous payments that were made in advance of work being performed by adjusting the bi-weekly rate of pay remaining to be paid in the fiscal year up to a maximum of 5% of bi-weekly gross pay, after notifying the affected faculty of the amount to be adjusted and date adjustment will begin. Adjustments over 5% of the gross pay due in the bi-weekly paycheck will require the faculty member’s prior written agreement.

**Article 27, Section I (Tuition Waiver Extension for Retrenched Faculty)**

Expands the number of credits of tuition waiver faculty on layoff have to use within one year of separation (from 24) to 30 credits. Clarifies that domestic partners of retrenched faculty are also eligible for this tuition waiver extension.

**Article 29, Section B (Seniority Application; Bumping Rights for Faculty Who Are Cross Rostered)**

New language articulates the bumping rights for faculty who receive a notice of layoff and who are cross rostered in more than one department or program; such faculty may bump the least senior tenured faculty member or probationary faculty member in the department / program where they are cross rostered by notifying HR within seven calendar days of receiving their layoff notice. If two or more faculty members are tied in seniority as the least senior faculty member in the department or program where the faculty member who received the layoff notice is cross rostered, the faculty member with greater length of tenured service has priority for retention, and if they are still equal in seniority, the faculty member with greater length of total service has priority for retention. If seniority remains equal after that, the President determines who to retain based on programmatic needs. Where the faculty member who received notice of layoff is cross rostered in multiple departments or programs, the President decides in which department /program the faculty will have bumping rights. Probationary faculty or the least senior tenured faculty in the department or program in which the faculty member who received notice of layoff is cross rostered will receive a notice of layoff if bumping rights are exercised.

**Article 31 (Transfers)**

Replaces a gender reference with a gender-neutral pronoun.

**Article 34 (Duration)**

Date change to reflect the 2021-2023 contract.

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**ARTICE 35 INSURANCE**

**Article 35, Section B, Subd. 3 (Insurance Eligibility for Dependents)**

Clarifies when spouses are and are not eligible for insurance coverage, and updates language providing eligibility for a child “with a disability” (in place of “disabled child”).

**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.

**Article 35, Section D (Amount of Employer Contribution)**

Dates changes to reflect the 2022 and 2023 plan years.

**Article 35, Section E, Subd. 3.a. (Effective Date of Coverage for New Hires)**

Effective date of coverage for new hires changes (from 35) to 30 days after date of hire.

**Article 35, Section E, Subd. 4 (Open Enrollment)**

Adds an open enrollment for dental coverage in the second year of the contract, i.e., for plan year 2023. (Current language provides that open enrollment for dental is every other year, in the first year of the Agreement, which is plan year 2022 for the 2021-2023 contract.)

**Article 35, Section F (Insurance Basic Coverages)**

- Changes dates for Minnesota Health Plan coverage to plan years 2022 and 2023.
- Updates the Advantage Benefit Chart as follows:
  - Changes dates for plan year 2022 and 2023;
  - Removes obsolete language regarding the health assessment and copay reductions;
  - Describes changes in Emergency Room Visit copays as no longer subject to deductible and copay increases in Benefit Levels 2 and 3, and changes from a coinsurance in Benefit Level 4 to a copay that is not subject to deductible.
- Deletes obsolete language on the old wellbeing incentive program.
- Provides that eye injury or illness will be covered as an office visit and will not need a referral.
- Clarifies SEGIP’s ability to develop and implement health promotion and health education programs and other programs as agreed upon by the Joint Labor Management Committee (JLM) on Health Plans; and provides for the ability to develop and implement pilot programs that seek to control costs, streamline the delivery of services, or enhance services to members, with the approval of the JLM on Health Plans.
- Allows for temporary plan changes due to a state or national emergency for the duration of the emergency and up to a thirty-day run-out period, as agreed to by SEGIP and the JLM, to include changes in benefit design, enrollment, billing, and

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waivers of out-of-network restrictions and costs, and changes to protocols required to provide members access to benefits.

- Removes erroneous reference to Appendix F in the Basic Life and Accidental Death and Dismemberment Coverage provision.

**Article 35, Section G, Subd. 3.a. (Short Term Disability Coverage)**

Provides there will be open enrollment for short term disability every 5 years.

**APPENDIX C (Relevant Contract for Grievances)**

Date changes to reflect the relevant contract and timeliness for grievances filed prior to the ratification of the 2021-2023 Agreement.

**APPENDIX G (Guidelines for Evaluation)**

Added Open Educational Resource (OER) development in a bullet as evidence of Criterion 2.

Updated evidence in a bulleted item in each criterion to include “anti-racism” and “equity” and inclusion, in perspectives in teaching in Criterion 1; and in topics in scholarly works, continuing preparation and study, and student growth in Criterion 2, 3, and 4 respectively; and in working with community and campus efforts in Criterion 5.

Added examples of evidence of equity and inclusion work with new bulleted items in each of the criterion (four new bullets in Criterion 1; five new bullets in Criterion 2; five new bullets in Criterion 3; nine new bullets in Criterion 4; nine new bullets in Criterion 5).