

ARTICLE 5 Definitions

Section A. Terms used within this Agreement shall have the following meanings.

Subd. 30.1 Pay in Advance. Pay in advance means the compensation paid to an affected faculty member that exceeds the pro-rata amount of compensation due and owing to the faculty member at the point in time the payment is made for the work assigned to and performed by the faculty member at the same point in time.

Subd. 45. Release Time. Release time shall mean the granting of a paid exemption from duties normally required or performed. Such release time will be for ~~one or more duty days~~ a specific number of credits or, for non-instructional faculty, a specific proportion of a full-time equivalent appointment and does not include sick leave and emergency or personal leave time.

ARTICLE 10 Workload

Section A. Faculty Workload. The workload of faculty includes student advising, maintaining and improving expertise in a discipline and in pedagogy, serving on departmental and university committees, contributing to student growth and development, evaluating student performance, scholarly activities, and service to university and community, as well as teaching and class preparation. Additionally, as a professional, a faculty member shall devote a substantial amount of the faculty member's workload to course preparation, research, the maintenance of professional expertise, innovations in teaching/learning and other similar activities. These endeavors shall comprise the faculty member's workload.

Subd. 5. Assessment of Prior Learning. The decision to assess prior learning for a student shall be reached after consultation with the department, and approval by the President/designee. Compensation for faculty involved in assessment of prior learning shall be ~~thirty-five dollars (\$35) per credit requested.~~ Beginning July 1, 2020, compensation for faculty involved in assessment of prior learning shall not be less than fifty dollars (\$50) per credit requested.

Subd. 7 Non-credit Instruction and Training.

- a. Scope. For purposes of this subdivision, non-credit instruction and training is defined as either:
 1. Non-credit instruction and training is instruction, lectures, seminars or training that focuses primarily on occupational, professional or personal improvement subject matter that is offered to the public without the opportunity for earning college credit; and/or
 2. Credit or non-credit instruction or training that is offered pursuant to a contract with a specific customer and made available to the customer's employees or other individuals selected by the customer. Contracts for non-credit instruction or training may be with multiple customers.

b. Compensation and Terms of Employment.

1. All relevant terms of employment of faculty asked to develop or present non-credit instruction or training instruction as described in this subdivision will be established by mutual agreement between the faculty member and the state university seeking to offer a non-credit instruction or training experience. The Faculty Association will be given notice of all such agreements. The compensation provisions of other Articles and Sections of this Agreement do not apply to such arrangements.
2. Non-credit instruction or training assignments terminate at the end of the stated period, and create no expectation of continuing employment.
3. Non-credit instruction or training assignments do not produce seniority and do not constitute service for purpose of securing other non-insurance rights and benefits provided under this Agreement.
4. Current or retrenched faculty cannot claim or expect employment, or a preference to be considered for employment under this subdivision.
5. Non-credit instruction or training work will be counted for purposes of access to insurance benefits as set forth in Article 35. FTE will be calculated using the faculty member's current base salary. If the faculty member performing the non-credit instruction or training work is not otherwise assigned a base salary on the salary schedule set out in Article 11, Section S, the university will calculate FTE based on the minimum salary for an associate professor.

Non-credit instruction or training work compensated under this subdivision will not reduce the regular workload as provided in Article 10, Section A, Subdivision 1.

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 across-the-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, duty-year, starting July 1st and ending June 30th 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 30th. 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 4th) 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.

- c. Salary Supplement.** 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.
- d. Emergency/Personal Leave.** 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 non-renewal, 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 15th whichever is earlier. Coaches on multiyear annual appointments are not subject to the terms of this paragraph.
- h. Evaluation.** 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 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.

Section J. Metropolitan State University Community Faculty.

Subd. 4. Professional Improvement.

- a. Professional development and training opportunities shall be provided by the university to community faculty.
- b. Professional Improvement Funds of not less than ~~thirty-two thousand, five hundred dollars (\$32,500) in FY 2020 and~~ fifty-seven thousand, eight hundred dollars (\$57,800) in FY ~~2021~~ 2022 ~~per year and~~ \$68,000 in FY 2023, per year shall be available to community faculty for improving professional competence related to their assignments at Metropolitan State University. A community faculty member is eligible to receive such funds during any fiscal year in which the faculty member is assigned by the university to work more than three (3) credits or to teach more than one (1) course in an academic year. Community faculty may seek these funds to support the development of newly assigned courses.
- c. The President, after meeting and conferring with the Association, shall establish procedures and criteria for application and awarding of funds to community faculty. Beginning July 1, 2022, such procedures and criteria shall include a priority for professional improvement funds focused on equity and inclusion and/or the elimination of education equity gaps. Awards shall be made by the President.
- d. Community faculty may be included in system-wide faculty development opportunities as appropriate.

ARTICLE 11 Salaries

Section A. Returning Faculty.

Subd. 1. Salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below on the salary schedule as full-time nine-month (168 days) base salaries. ~~Starting in FY 2021, the Instructor salary schedule and the Professor salary schedule will be merged into one (1) unified schedule, as set forth in Section R of this Article.~~

Subd. 2. Faculty members who were in the bargaining unit in FY ~~2019~~ 2021 and who return in FY ~~2020~~ 2022 shall remain on the same step on the FY ~~2020~~ 2022 salary schedule.

Subd. 3. ~~Effective July 1, 2020, faculty members with the rank of Instructor in the bargaining unit in FY 2020 and who return in FY 2021 at the same rank shall move to the step on the FY 2021 salary schedule that is numerically five (5) steps lower than the step held in FY 2020. Faculty members with the rank of Assistant, Associate, or Full Professor in the bargaining unit in FY 2020, and who return in FY 2021 at the same rank shall move to the step on the FY 2021 salary schedule that is numerically eight (8) steps higher than the step held in FY 2020.~~ Effective July 1, 2022, faculty members who were in the bargaining unit in

FY 2022 and who return in FY 2023 shall move to the same numerical step on the FY 2023 salary schedule and then advance one step on the FY 2023 salary schedule as described in Subdivision 4 of this Section.

Subd. 4. After receiving step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, and career steps provided for in Section K of this article, faculty shall receive returning step advancements, if any, provided in this section.

Section B. Promoted Faculty.

~~**Subd. 1.** After being placed on the FY 2020 salary schedule as described in Section A of this Article, faculty members promoted from Instructor to Assistant Professor shall move to the step on the salary schedule Professor lane paying the same salary and then advance two steps. The step movement provided for in this subdivision shall be implemented prior to implementation of the minimum step placement provided for in Section L of this article, and shall be in addition to the step movement provided for in Section A.~~

~~**Subd. 2.** After being placed on the FY 2020 salary schedule as described in Section A of this Article, faculty members promoted from Assistant Professor to Associate Professor and Associate Professor to Professor shall advance two steps on the Professor lane of the salary schedule. The step movement provided for in this subdivision shall be implemented prior to implementation of the minimum step placement provided for in Section L of this Article, and shall be in addition to the step movement provided in Section A.~~

~~**Subd. 3** 1. Commencing July 1, 2020 and after being placed on the FY 2021 salary schedule as described in Section A of this Article faculty Faculty members who are promoted to the next higher rank shall advance two (2) steps on the salary schedule. The step movement provided for in this subdivision shall be implemented prior to the implementation of the minimum step placement provided for in Section L of this Article, and shall be in addition to the step movement provided in Section A, if any.~~

~~**Subd. 4** 2. Promotions shall be effective with the start of the fiscal year following the President's decision to promote.~~

~~**Subd. 5.** Effective July 1, 2020, Subdivisions 1 and 2 of this section will cease to be operative.~~

Section C. Faculty Who Provide Early Notice of Retirement.

~~**Subd. 1.** Faculty members who elect to retire with at least fifteen (15) years of service in the Minnesota State Universities and who are at least age fifty five (55) shall have their salary placement increased by two additional steps on the salary schedule(s) established in this Agreement in the final two semesters of employment. To receive this benefit the affected faculty member must submit a written letter of retirement by October 15 if retirement will occur no earlier than the end of the following spring semester but no later than the day prior to the beginning of the subsequent fall semester or by January 15 if retirement will occur at the end of the subsequent fall semester. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the Professor lane of the salary schedule shall receive a one-time payment of \$4,800 (pro-rated by FTE) in lieu of the step increase provided for in this section. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the Instructor lane of the salary schedule shall receive a one-time payment of \$1490 (pro-rated by FTE) in lieu of the step increase provided for in this section. For faculty members~~

~~on a nine-month appointment outside of the academic year, notice of retirement must be given not later than the 60th calendar day after the commencement of the final nine-month appointment.~~

Subd. 2 1. Commencing July 1, 2020, faculty members who elect to retire with at least fifteen (15) years of service in the Minnesota State Universities and who are at least fifty-five (55) shall have their salary placement increased by two (2) additional steps on the salary schedule established in this Agreement in the final two (2) semesters of employment. To receive this benefit the affected faculty member must submit a written letter of retirement by October 15 if retirement will occur no earlier than the end of the following spring semester but no later than the day prior to the beginning of the subsequent fall semester or by January 15 if retirement will occur at the end of the subsequent fall semester. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the salary schedule shall receive a one-time payment of four thousand eight hundred dollars (\$4,800) (pro-rated by FTE) in lieu of the step increase provided for in this section. Instructors who cannot receive the early notification of retirement steps provided for in this section because they are at the maximum salary allowed on the salary schedule shall receive a one-time payment of one thousand four hundred ninety dollars (\$1,490) (pro-rated by FTE) in lieu of the step increase provided for in this section. For faculty members on a nine-month appointment outside of the academic year, notice of retirement must be given not later than the sixtieth (60th) calendar day after the commencement of the final nine-month appointment.

Subd. 3 2. The additional two step increase provided for in this section for early notice of retirement shall be implemented following the step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, career steps provided for in Section K, returning step advancements provided for in Section A, and any step adjustments resulting from a salary equity review provided for in Section I of this Article.

~~**Subd. 4.** Effective July 1, 2020, Subdivision 1 of this section will cease to be operative.~~

Section E. Service at the Top of the Schedule.

~~**Subd 1.** During FY 2020, all faculty who have been at the top of their salary lane for five (5) years shall receive the equivalent of a two-step (approximately a 4.85%) salary adjustment in the next year. Partial years of service at the top of the salary lane and years in which steps are added to the top of the schedule for these lanes shall not be counted toward the calculation of the five (5) year period.~~

Subd. 2. Effective July 1, 2020 all faculty who have been at the maximum salary allowed on the salary schedule for five (5) consecutive years, without a salary adjustment, shall receive the equivalent of a two (2) step (approximately a 4.85%) salary adjustment in the next year. Partial years of service at the maximum salary allowed on the salary schedule and years in which the maximum salary allowed on the salary schedule is changed shall not be counted toward the calculation of the five (5) year period.

~~**Subd. 3.** Effective July 1, 2020, Subdivision 1 of this section will cease to be operative.~~

Section G. Health and Dental Premium and Expense Accounts, HRA and HCSP.

Subd. 1. The Employer agrees to provide insurance-eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation. ~~The Employer agrees to allow employees to cover co-payments, deductibles and other medical and dental expenses, or expenses for services not covered by health or dental insurance, as permitted by law or~~

~~regulation, up to a maximum expenditure of five thousand dollars (\$5,000) per insurance year. Beginning with the insurance year starting January 1, 2013, the maximum contribution permitted by federal law to the health/dental expense account is \$2,500. Additionally, the Employer agrees to allow eligible employees to participate in a medical and dental expense reimbursement program to cover allowable expenses on a pre-tax basis as permitted by law or regulation and to the extent this program is offered by and within the parameters set by Minnesota Management and Budget, including the minimum and maximum amount of salary reduction contributions.~~

~~**Section K. Career Steps.** For Fiscal Year 2018, all faculty members who have completed ten (10) years of service shall receive two (2) additional steps on the salary schedule at the beginning of their eleventh (11th) year of service. Faculty members who have completed twenty (20) years of service shall receive an additional two (2) steps on the salary schedule at the beginning of their twenty-first (21st) year of service. Faculty members who have completed thirty (30) years of service shall receive an additional two (2) steps on the salary schedule at the beginning of their thirty-first (31st) year of service.~~

Starting July 1, 2018, all faculty members who have completed ten (10), seventeen (17), or twenty-five (25) years of service shall receive two (2) additional steps on the salary schedule at the beginning of their eleventh (11th), eighteenth (18th), or twenty-sixth (26th) year of service respectively.

Years of service shall be counted as of the end of the academic year. ~~Career steps shall be implemented following the step advancements for promotion provided for in Section B and the minimum step placement provided for in Section L of this article, at the start of the fiscal year that corresponds to the faculty member's 11th, 21st or 31st years of service, as applicable.~~ Beginning

Fiscal Year 2019, career steps shall be implemented following the step advancements for promotion provided for in Section B and the minimum step placement provided for in Section L of this Article, at the start of the fiscal year that corresponds to the faculty member's 11th, 18th or 26th years of service, as applicable.

~~For purposes of implementation of this section, as of July 1, 2018, those faculty members who have completed seventeen (17), eighteen (18), nineteen (19), or twenty (20) years of service shall receive two (2) additional steps; and those faculty members who have completed twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), or thirty (30) years of service shall receive two (2) additional steps.~~

Section L. Minimum and Maximum Salary Placement.

~~**Subd. 1.** Effective July 1, 2016, Instructors shall not be placed below step five (5). Effective July 1, 2018, Instructors shall not be placed below step six (6). After receiving the step advancements for promotion provided for in Section B of this article, the following minimum salary placements shall be applied. Effective June 30, 2013, Assistant Professors shall not be placed below step four (4), Associate Professors shall not be placed below step nine (9), and Professors shall not be placed below step sixteen (16).~~

~~**Subd. 2.** Effective July 1, 2020, and after returning faculty have been placed on salary schedule as described in Section A, Subd. 2 of this Article, and after receiving the step advancements for promotion provided for in Section B of this Article, the minimum step for an Assistant Professor is step twelve (12), the minimum step for an Associate Professor is step seventeen (17), and the minimum step for a Professor is step twenty-four (24). The maximum salary allowed for an Instructor is step ~~eighteen (18)~~ twenty (20).~~

~~Subd. 3. Effective July 1, 2020, Subdivision 1 of this section will cease to be operative.~~

Section M. Adjunct and Community Faculty.

~~Subd. 1. Minimum Compensation. Effective fall semester 2019, salaries of adjunct and community faculty members covered by this Agreement shall be not less than one thousand five hundred fourteen dollars (\$1,514) per credit or 3.35% of the step 6 salary for Instructors on a per credit basis, whichever is more. Effective fall semester 2020, the minimum salary of adjunct and community faculty members covered by this Agreement is one thousand five hundred sixty-seven dollars (\$1,567) per credit or 3.4% of step 1 on a per credit basis, whichever is more. Effective fall semester 2023, the minimum salary of adjunct and community faculty members covered by this Agreement is one thousand six hundred forty-five dollars (\$1,645) per credit or 3.5% of step 1 on a per credit basis, whichever is more.~~

Subd. 2. Non-Exempt Faculty. For certain adjunct and community faculty whose FLSA status is non-exempt due to work assignments with the State of Minnesota not covered by this agreement, the university may pay a reasonable hourly rate of pay for credit generating work, provided that the aggregate pay for each credit hour of instruction is not less than the rate provided in Subdivision 1 of this section.

~~Subd. 3. To the extent that a university offers faculty new employee orientation, newly hired adjunct and community faculty will be invited to participate. The university may pay a stipend to adjunct or community faculty who participate in person in such orientation. If a stipend is to be paid, the university will set the amount after meeting and conferring with the Association.~~

Adjunct and community faculty may be assigned to participate in safety and/or policy training. Additionally, the university may designate professional development opportunities as pay eligible. When adjunct and community faculty participate in assigned activities or such pay-eligible professional development opportunities they will be provided a stipend of not less than \$100 per day. Additional compensation for participating in such activities may be established by the President after meeting and conferring with the Association.

Section R. Salary Schedule Orientation. Newly hired probationary and fixed-term faculty will be assigned to new faculty orientation prior to the start of their first semester. Adjunct and community faculty will be offered the opportunity to participate in new faculty orientation.

Newly hired probationary and fixed term faculty shall receive one extra duty day for participation in new faculty orientation. Adjunct and community faculty shall receive a stipend of not less than \$100 for participation in new faculty orientation.

Faculty will receive only one extra duty day or one stipend for orientation per faculty member per university under this section.

Section S. Salary Schedule.

<u>Fiscal Year 2020 Salary Schedule</u>					
<u>Instructor</u> <u>Step</u>	<u>Instructor</u> <u>Salary</u>	<u>Professor</u> <u>Step</u>	<u>Professor</u> <u>Salary</u>	<u>Professor</u> <u>Step</u>	<u>Professor</u> <u>Salary</u>

1	—40,049	1	—54,488	23	—91,739
2	—41,009	2	—55,792	24	—93,937
3	—41,991	3	—57,130	25	—96,189
4	—42,998	4	—58,498	26	—98,493
5	—44,027	5	—59,900	27	—100,856
6	—45,083	6	—61,335	28	—103,270
7	—46,163	7	—62,805	29	—105,746
8	—47,269	8	—64,311	30	—108,279
9	—48,401	9	—65,851	31	—110,873
10	—49,562	10	—67,430	32	—113,531
11	—50,751	11	—69,045	33	—116,251
12	—51,966	12	—70,699	34	—119,040
13	—53,212	13	—72,396	35	—121,889
14	—54,488	14	—74,129	36	—124,811
15	—55,792	15	—75,905	37	—127,803
16	—57,130	16	—77,726	38	—130,867
17	—58,498	17	—79,586	39	—134,006
18	—59,900	18	—81,494	40	—137,218
19	—61,335	19	—83,448	41	—140,505
20	—62,805	20	—85,447	42	—143,872
21	—64,311	21	—87,496	43	—147,321
22	—65,851	22	—89,591	44	—150,857
23	—67,430				

Fiscal Year 2021 2022 Salary Schedule			
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
1	45,985	27	85,117
2	47,086	28	87,156
3	48,214	29	89,246
4	49,369	30	91,383
5	50,553	31	93,574
6	51,766	32	95,816
7	53,005	33	98,113
8	54,276	34	100,463
9	55,578	35	102,873
10	56,908	36	105,335
11	58,273	37	107,861
12*	59,668	38	110,445
13	61,098	39	113,090

14	62,562	40	115,802
15	64,061	41	118,576
16	65,597	42	121,421
17 ⁺	67,168	43	124,327
18 [#]	68,779	44	127,307
19	70,426	45	130,359
20	72,113	46	133,484
21	73,844	47	136,686
22	75,612	48	139,962
23	77,423	49	143,315
24 [~]	79,281	50	146,749
25	81,178	51	150,267
26	83,124	52	153,874
* Minimum step for an Assistant Professor + Minimum step for an Associate Professor # Maximum salary for an Instructor ~ Minimum step for a Professor			

Fiscal Year 2023 Salary Schedule			
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
<u>1</u>	<u>46,767</u>	<u>28</u>	<u>88,638</u>
<u>2</u>	<u>47,886</u>	<u>29</u>	<u>90,763</u>
<u>3</u>	<u>49,034</u>	<u>30</u>	<u>92,937</u>
<u>4</u>	<u>50,208</u>	<u>31</u>	<u>95,165</u>
<u>5</u>	<u>51,412</u>	<u>32</u>	<u>97,445</u>
<u>6</u>	<u>52,646</u>	<u>33</u>	<u>99,781</u>
<u>7</u>	<u>53,906</u>	<u>34</u>	<u>102,171</u>
<u>8</u>	<u>55,199</u>	<u>35</u>	<u>104,622</u>
<u>9</u>	<u>56,523</u>	<u>36</u>	<u>107,126</u>
<u>10</u>	<u>57,875</u>	<u>37</u>	<u>109,695</u>
<u>11</u>	<u>59,264</u>	<u>38</u>	<u>112,323</u>
<u>12*</u>	<u>60,682</u>	<u>39</u>	<u>115,013</u>
<u>13</u>	<u>62,137</u>	<u>40</u>	<u>117,771</u>
<u>14</u>	<u>63,626</u>	<u>41</u>	<u>120,592</u>
<u>15</u>	<u>65,150</u>	<u>42</u>	<u>123,485</u>
<u>16</u>	<u>66,712</u>	<u>43</u>	<u>126,441</u>
<u>17⁺</u>	<u>68,310</u>	<u>44</u>	<u>129,471</u>
<u>18</u>	<u>69,948</u>	<u>45</u>	<u>132,575</u>
<u>19</u>	<u>71,623</u>	<u>46</u>	<u>135,753</u>
<u>20[#]</u>	<u>73,339</u>	<u>47</u>	<u>139,010</u>

<u>21</u>	<u>75,099</u>	<u>48</u>	<u>142,341</u>
<u>22</u>	<u>76,897</u>	<u>49</u>	<u>145,751</u>
<u>23</u>	<u>78,739</u>	<u>50</u>	<u>149,244</u>
<u>24~</u>	<u>80,629</u>	<u>51</u>	<u>152,822</u>
<u>25</u>	<u>82,558</u>	<u>52</u>	<u>156,490</u>
<u>26</u>	<u>84,537</u>	<u>53</u>	<u>160,246</u>
<u>27</u>	<u>86,564</u>	<u>54</u>	<u>164,092</u>
* <u>Minimum step for an Assistant Professor</u> + <u>Minimum step for an Associate Professor</u> # <u>Maximum salary for an Instructor</u> ~ <u>Minimum step for a Professor</u>			

ARTICLE 18
Leaves Without Pay

Section B. ~~Parental~~ Family Leave. Upon request, a ~~parental~~ family leave of absence without pay shall be granted to ~~birth or adoptive parents~~ care for any member of the faculty member's immediate family as defined in ~~Article 5, Section A, Subd. 21~~ the Family and Medical Leave Act and including a faculty member's domestic partner. The leave shall commence on the date requested by the faculty member, and shall continue for a period of up to one academic year or nine-month appointment. ~~Parental~~ Family leave may be extended for an additional academic year/nine-month appointment upon application to and approval by the Administration. Faculty members on ~~parental~~ family leave shall continue to accrue seniority.

While on unpaid leave, that qualifies under the Family Medical Leave Act of 1993, the Employer contribution for health and dental insurance will continue to be paid to the extent provided for under the Act.

~~Beginning July 1, 2013, a~~ A full-time faculty member will receive a one thousand five hundred dollars (\$1,500) lump sum payment if leave used under this section begins prior to and does not end during the course of an academic semester. To qualify for this benefit, the faculty member must be on unpaid leave for at least one full semester.

ARTICLE 19
Professional Improvement

Section A. Professional Improvement Funds.

Subd. 1. Professional improvement funds shall mean support funds for improving professional competence.

Subd. 2. All faculty except adjunct faculty shall be eligible for professional improvement funds provided in Subdivision 3, below.

Subd. 3. The funds distributed shall be no less than ~~five hundred twenty thousand dollars (\$520,000) in FY 2020 and~~ six hundred thousand dollars (\$600,000) in FY ~~2021~~ 2022 and six hundred and eighty

thousand dollars (\$680,000) in FY 2023. All funds shall be distributed each fiscal year to the universities on the basis of the number of FTE faculty at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO indicating the amount allocated to each university.

Subd. 4. ~~In FY 2020, professional improvement funds of not less than fifty nine thousand, five hundred dollars (\$59,500) per academic year shall be available to adjunct faculty for improving professional competence related to their teaching assignments.~~ In FY ~~2021~~ 2022, professional improvement funds of not less than seventy thousand dollars (\$70,000) per academic year shall be available to adjunct faculty. In FY 2023, professional improvement funds of not less than eighty thousand dollars (\$80,000) per academic year shall be available to adjunct faculty. Adjunct faculty may seek these funds to support the development of newly assigned courses. All funds shall be distributed to the universities on the basis of the number of adjunct faculty at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO indicating the amount allocated to each university. An adjunct faculty member is eligible to receive such funds from a university during any fiscal year in which the faculty member is assigned to work more than three (3) credits or to teach more than one (1) course in an academic year.

Subd. 5. The President, after meeting and conferring with the Association, shall establish procedures and criteria for the application and awarding of these funds to individual faculty members. Beginning July 1, 2022, such procedures and criteria shall include a priority for professional improvement funds focused on equity and inclusion and/or the elimination of education equity gaps. Awards shall be made by the President.

Section B. Professional Study and Travel.

Subd. 1. The IFO and MnSCU recognize the need for faculty development relating to their university's mission. Therefore, each department/unit will be allocated professional study and travel funds at the rate of not less than one thousand four hundred fifty dollars (\$1,450) in FY ~~2020~~ 2022 and not less than one thousand five hundred dollars (\$1,500) in FY 2024 2023 per each full-time equivalent faculty in the department as of the beginning of each academic year as determined in Subd. 2 below. Funding for faculty, excluding adjuncts, hired during the year will be allocated on a pro rata basis at the time of hire.

Subd. 4. ~~Beginning July 1, 2020, reimbursement~~ Reimbursement rates for meals and incidentals and lodging under this section shall be determined by the U.S. General Services Administration (GSA) for ~~continental~~ continental U.S. travel and by the U.S. Department of Defense (DoD) for travel outside of the continental U.S., including Alaska and Hawaii. Reimbursement rates for meals and incidentals and lodging not covered by professional study and travel funds will be reimbursed as provided in Article 27, Section D

ARTICLE 20

Departments and Department Chairpersons

Section A. Departments.

Subd. 1. The President may, after meeting and conferring, designate or redefine various academic departments and programs consistent with the university's mission and scope of academic activity. Departments or programs defined as of the date of execution of this Agreement shall continue to exist unless the President, after meeting and conferring with the Association, redefines departments or programs

based upon the needs of the university. ~~Redefinition of departments or programs shall occur no more than once each year, and shall be announced by and effective with the posting of seniority rosters on March 1. Effective July 1, 2018, redefinition~~ Redefinition of departments or programs shall occur no more than once each year, and shall be announced by February 1st and effective with the posting of seniority rosters on March 1. Such actions shall not be subject to the provisions of the grievance procedure.

Section B. Duties of Department Chairpersons.

Section C. Department Chair Reassigned Time and Compensation.

Subd. 2. During the regular academic year or nine-month appointment year, chairpersons shall have reassigned time according to the listed schedule below to carry out the duties of the chair as described in Section B of this article. Reassigned time may be averaged during the course of the academic year in order to meet the requirements of the listed schedule.

<u>FTE</u>	<u>Reassigned Time</u>
1 - 4 FTE Members	at least 1/8 time
5 - 15 FTE Members	at least 1/3 time
16 - 24 FTE Members	at least 1/2 time
25 or more	at least 2/3 time

At Metropolitan State University, alternative arrangements shall be made by the President/ designee for chairs with substantial numbers of community faculty and scheduled alternative teaching strategies and shall be subject to local meet and confer. Arrangements shall be subject to approval by the President/designee after consultation with the chair.

Subd. 3. Chairs on more than nine-month appointments shall not have a teaching load which exceeds one course of not more than four (4) credits in one (1) summer session. Additional courses or credits will be compensated at the summer session rate.

Section I. Directors and other Coordinating Assignments.

Subd. 1. During the spring semester of each year prior to April 15, the President/designee shall submit to the Association a list of all directors or similar positions for which reassigned time and/or remuneration is provided. The list shall include the position description, length of term, and the compensation (monetary and/or reassigned time). A meet and confer shall be held after the receipt of the list but prior to the end of spring semester to exchange views and concerns with regard to directorships. This exchange shall include but not be limited to additions, modifications, discontinuations, procedures and changes in compensation relating to the directorship or similar position. Once each spring semester the Administration will provide the Association with a report on director or similar assignments in effect during the current academic year and the compensation for those assignments.

ARTICLE 21 Appointment of Faculty

Section E. Appointment. Appointments shall be one of the following seven (7) types:

Subd. 6. Probationary Appointments.

- b. Length. The total period of probationary service prior to the acquisition of tenure shall not be less than one (1) year in the university and shall not exceed five (5) years of full-time equivalent service. Provided, however, that:
 - 1.
 - 2. The probationary period shall be extended by one (1) year on the occasion of the birth of a probationary faculty member's child or the adoptive/foster placement of a child with that faculty member. The birth or adoptive/foster placement must occur during the probationary period, or within 6 months prior to the first duty day of the faculty member's probationary appointment. The faculty member may decline this extension by submitting a written declination to their immediate supervisor. Such extensions shall not be granted more than two (2) times.

Section F. Appointment of Administrators.

Subd. 3. At the time of hire as an administrator, or any time thereafter, an academic Dean, an academic Vice President, President, or other academic administrator may be guaranteed a tenured or probationary appointment by the President/Chancellor in the event the administrative appointment is involuntarily ended. Before guaranteeing a tenured or probationary faculty position, the President/Chancellor shall notify the Faculty Association and shall request a recommendation from the department in which the academic administrator would be assigned. The President/Chancellor must receive a positive recommendation for tenure from the department prior to offering a tenured faculty appointment. Probationary and tenured faculty in the affected department shall not be displaced by operation of this provision. Notwithstanding any other provision of this Agreement, an administrator granted a probationary position and assigned to the faculty unit pursuant to this paragraph shall not be eligible for tenure until completion of a five year probationary period. If an academic administrator is assigned to the faculty unit pursuant to this paragraph and receives a departmental recommendation against tenure in the final year of probation, tenure shall not be granted.

ARTICLE 22 Professional Development and Evaluation

As the primary professionals in the teaching/learning process of the university, faculty place continuous emphasis on the development and improvement of their professional competence and productivity. Professional growth occurs in areas such as effective teaching, scholarly or creative activity, and active involvement in the university community and professional organizations. Faculty scholarship and current knowledge of the discipline, together with a desire to improve pedagogy, are instrumental to good teaching.

Section A. Purpose. The purpose of professional development is to provide for continuing improvement in teaching, in other student interactions, in the quality of scholarly activity, and in other service to the university and community. A faculty member's continuous improvement toward equity and inclusion and the elimination of education equity gaps is highly valued within these activities. The purpose of evaluation is to provide faculty with information which will contribute to their professional development. The evaluation processes are intended to be supportive of a faculty member's desire for continuing professional growth and academic excellence. This process contributes to various personnel activities and supports the interest of each faculty member to achieve continuing professional growth and to pursue the highest possible level of academic excellence.

Section B. Criteria. The criteria shall include:

1. Demonstrated ability to teach effectively and/or perform effectively in other current assignments.
2. Scholarly or creative achievement or research.
3. Evidence of continuing preparation and study.
4. Contribution to student growth and development.
5. Service to the university and community.

Among other things, evidence of achievement in each of the five criteria may include activities by the faculty member intended to help close educational equity gaps. Beginning July 1, 2022, faculty should normally propose to engage in such activities with respect to at least one of the criteria.

Appendix G provides guidance regarding some of the types of evidence that may be considered appropriate for addressing each category.

Section D. Professional Development Plans (PDP) . Each faculty member required to submit a professional development plan (PDP) shall, after consultation with the faculty member's immediate supervisor, prepare and submit a PDP for the period to be covered by the evaluation.

Subd. 1. Plan Content. The PDP shall include specific objectives, methods, and expected achievements in respect to the criteria in Section B. Faculty members may place different emphases on the various criteria so long as such emphases are consistent with university/college/department/program goals and objectives, and university policy. For faculty with teaching assignments, the PDP shall include a process for student assessment.

In particular, a faculty member's PDP may place emphasis on equity and inclusion work in any of the five criteria, including mentoring, advising, and supporting equitable outcomes for students, staff, and faculty. Normally, PDPs submitted after July 1, 2022, should include a plan to engage in one or more activities under one or more of the five criteria where such activities are intended to help close educational equity gaps.

Section E. Professional Development Reports. At the end of the evaluation period, the faculty member shall submit a written professional development report (PDR) to the appropriate Dean/designee and/or Athletic Director/designee, together with appropriate supporting documentation.

Subd. 1. Report Content. The report shall describe the progress made by the faculty member in respect to achieving the objectives as specified in the faculty member's PDP. If faculty members include student course assessments as part of their reports, such assessments shall be anonymous, identified only by course/section. Any other student communications or evaluations submitted with the PDR shall not be anonymous. Normally, PDRs submitted after January 1, 2023, should include a report by the faculty member on one or more activities under one or more of the five criteria where such activities are intended to help close educational equity gaps.

ARTICLE 23 Retrenchment

Section B. Procedure.

Subd. 3. Order of Personnel Reductions and Layoff. Upon determination by the President that attrition and retraining will not accomplish the reduction, then layoffs may be instituted. After meeting and conferring with the Association pursuant to Section A above, the President shall determine the particular department or program in which personnel reductions ought to be made. Such determination shall be based on the seniority roster in existence twelve (12) months prior to the issuance of the layoff notices. Such reductions shall then be accomplished in the following order.

- a. Adjunct, community faculty, and fixed term, without priority, based upon programmatic needs.
- b. Probationary.
- c. Tenured and non-tenure track faculty in the affected department shall be laid off in inverse order as described in Article 29. However, in departments or programs where positions are financed by monies from an outside jurisdiction or agency and are occupied by fixed-term or probationary faculty, such faculty may continue to hold such positions in reduced departments or programs unless there are tenured faculty members qualified to fill such positions as determined by the President.

A tenured faculty member who has at least twenty (20) FTE years of service within the Minnesota State Universities, shall remain available for assignment and shall not be laid off, except as provided in paragraph c 3 of this subdivision, below. For purposes of reaching the twenty (20) FTE years of service threshold, service through the date on which the faculty member's lay-off would otherwise be effective, shall be considered. For those tenured faculty with at least twenty (20) years of service who have received notice that their position is being eliminated, the following options will be provided:

1. The President/designee may permanently reassign the faculty member to other appropriate duties within the university.

2. If the President/designee determines reassignment is not available without retraining, within six months of initial notice, the faculty member and the President/designee shall develop a mutually agreed upon retraining program, to be paid by the university, which meets the programmatic needs of the university. The completed plan will include timelines for completion of retraining. The President will review the approved plan with the receiving department, and in accordance with Article 20, the department's role is limited to that of providing recommendations only.
3. If the President/designee and the faculty member cannot develop a mutually agreeable retraining plan, and the President/designee chooses not to permanently reassign the faculty member, the faculty member's employment will terminate ~~three (3) years~~ and the faculty member will be laid-off at the conclusion of the third duty-year from the date initial notice. During this period, appropriate duties will be assigned by the Employer. At the end of this period, the faculty member will receive the maximum benefits contained in Article 16, Section D, Subd. 3 if not otherwise qualified. With this option, there shall be no ~~layoff~~ claiming or recall rights.

Section E. Recall. Tenured faculty members laid-off in accordance with this article shall be eligible for recall to the same or substantially equivalent vacant position in the same university from which the faculty member was laid off for three (3) years following the effective date of their layoff. The following provisions shall apply.

Subd. 1. When a vacant position is to be filled, laid-off faculty members who are eligible for the position shall be offered reemployment in inverse order of their layoff from the ~~System~~ university. In the event that two (2) or more faculty members were laid off at the same time, then that person with the greater seniority shall have priority for recall. If the vacant position is temporary or less than full-time, the laid-off faculty who are eligible shall be offered the position, but their accepting or declining the offer shall not jeopardize their recall rights as established in this article.

ARTICLE 24 Faculty Rights in Disciplinary and Investigative Action

Section B. ~~Investigative Suspension~~ Section B Leave. After notice to, and when reasonably practicable consultation with, the Faculty Association, the President or authorized designee may ~~suspend~~ place a faculty member on Section B Leave with pay while an investigation which may lead to disciplinary action is conducted. Normally, such ~~suspension~~ Section B Leave shall not exceed twenty (20) days. With written notice to the Faculty Association, the President/designee may extend ~~an investigative suspension~~ Section B Leave for an additional ten (10) days. Upon agreement of the President/designee and the Association, ~~an investigative suspension~~ Section B Leave may be extended beyond thirty (30) days.

ARTICLE 27
General Provisions

Section E. Check Issuance.

Subd. 1. Election of 12 Month Pay Option. 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.

Subd. 2. Correction of Pay in Advance Issues. The parties recognize that the State of Minnesota prohibits state agencies, including Minnesota State, from paying employees for work prior to the performance of the work. Accordingly, Minnesota State may address pay-in-advance issues by adjusting the bi-weekly rate of pay remaining to be paid to an affected faculty member for work in the current fiscal year to offset an identified pay in advance issue. Prior to making such adjustment, the university will provide written notification to the affected faculty member of the pay in advance issue and the amount of adjustment or adjustments to be implemented and the date the adjustment will be made to the bi-weekly rate of pay. Should the faculty member wish to dispute the proposed adjustment, a grievance can be filed. Adjustments to the bi-weekly rate of pay that exceed five percent (5%) of the gross pay due in the bi-weekly pay check requires written agreement by the faculty member.

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)~~ thirty (30) credits within one year of separation. The faculty member's spouse/domestic partner or dependent children may share the right within the limits established above, with waiver of tuition only.

ARTICLE 29
Seniority

Section B. Application.

Subd. 1. For purposes of layoff (see Article 23), seniority may be exercised only in the department or program in which the faculty member is serving at the time of retrenchment or in any department or program in which the faculty member has served at least three (3) full academic years as described in Section C, Subd. 2, below.

In the event a faculty member is laid off and meets the three (3) years of service requirement provided herein in more than one department or program, in the university in which the faculty member is serving, the faculty member shall be entitled to be assigned to such department or program as determined by the President. If two (2) or more faculty members have equal seniority, then those with greater length of tenured service, shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention.

- a.** If two (2) or more faculty members have equal seniority, then those with greater length of tenured service, shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention.

Beyond this the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President.

- b.** In the event a tenured faculty member is provided notice of layoff as described in Article 23, and meets the three (3) years of service requirement provided herein in more than one department or program, in the university in which the faculty member is serving, the faculty member will do one of the following:

1. Accept the lay-off;
2. Except as provided in sub-paragraph b. 3. of this subdivision, bump the least senior tenured faculty member in a department or program in which the eligible faculty member meets the three (3) years of service requirement, provided that the least senior tenured faculty member has less seniority than the noticed faculty member.
 - i. In the event that two (2) or more tenured faculty members in the department or program in which the eligible faculty member meets the three (3) years of service requirement have equal seniority and are the least senior and subject to bumping, priority for retention shall be determined by Article 23, Section B, Subd. 1.a.
3. If there is a probationary faculty member in the department in which the eligible faculty member meets the three (3) years of service requirement, the probationary faculty member will be bumped in place of the least senior tenured faculty member. If there are multiple probationary faculty members, the university will choose which probationary faculty member will be bumped.

- c.** An eligible faculty member who chooses to exercise bumping rights, must notify the human resources office in writing within seven (7) calendar days of receiving notice of lay-off. Upon receipt of such election to bump notice, the university will promptly provide the faculty member to be bumped with a notice of lay-off which will be effective at the end of the current academic year. In the event that the eligible faculty member meets the three (3) years of service requirement in more than one department or program, other than the program from which the eligible faculty member is being retrenched, the university will decide in which department or program bumping rights may be exercised. Should the university elect to forego laying off the faculty member to be bumped, it will notify that faculty member with 30 days of receipt of the election to bump notice.

~~Faculty members returning from non-bargaining unit positions to the bargaining unit shall have their seniority restored to a level earned at the time they left the appropriate unit. Such seniority shall include employment service rendered prior to March 9, 1976, if such employment service qualified as seniority pursuant to the Minnesota State University Board Rules and Regulations which were in effect March 9, 1976.~~

ARTICLE 31
Transfers

No member of the bargaining unit will be assigned out of unit work without ~~his or her~~ their consent. Faculty members from other bargaining units may not be transferred into the IFO bargaining unit without going through the established search process. A faculty member may request to be transferred under the following conditions:

ARTICLE 34
Duration

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, ~~2019~~ 2021, and remain in full force and effect through June 30, ~~2021~~ 2023.

ARTICLE 35
Insurance

Section B. Eligibility for Group Participation. This section describes eligibility to participate in the Group Insurance Program.

Subd. 3. Dependents. Eligible dependents for purposes of this article are as follows:

- a. **Spouse.** The spouse of an eligible faculty member (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and ~~elects to receive either credits or cash:~~

1. elects to receive either credits or cash in place of health insurance or health coverage, or towards some other benefit in place of health insurance, then they are not eligible for the comparable coverage or insurance under this article; or
2. is enrolled in a high deductible medical insurance plan (as defined by the IRS) that includes a contribution to a health savings account (HSA) through their employing organization, then they are not eligible for medical coverage under this article~~in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through the spouse's employing organization, the spouse is not eligible to be a covered dependent for purposes of this article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other unless one spouse is not eligible for a full Employer Contribution as defined in Subd. 3.a.~~

~~Effective January 1, 2015 if~~ When both spouses work for the State or another organization participating in the State's Employee Group Insurance Program, a spouse

may be covered as a dependent by the other but when covered as a dependent they may not carry their own coverage (members may only be covered once).

b.

c.

- d. **Disabled Child with a Disability.** A ~~disabled~~ dependent child with a disability is an eligible faculty member's child or grandchild regardless of marital status, who was covered and then disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and is chiefly dependent upon the faculty member for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the faculty member or enrollee within thirty one (31) days of the child's attainment of the limiting age or any other limiting term required for dependent coverage. The ~~disabled~~ dependent with a disability is eligible to continue coverage as long as the child continues to be disabled and dependent, unless coverage terminates under the contract.

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.

Section D. Amount of Employer Contribution. The Employer Contribution amounts and rules in effect on June 30, ~~2017~~ 2021, will continue through December 31, ~~2017~~ 2021.

Subd. 1. Contribution Formula - Health Coverage.

- a. Faculty Member Coverage. For faculty member health coverage for the ~~2018~~ 2022 and ~~2019~~ 2023 plan years, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
- b. Dependent Coverage. For dependent health coverage for the ~~2018~~ 2022 and ~~2019~~ 2023 plan years, the Employer contributes an amount equal to eighty five percent (85%) of the dependent premium of Advantage.

Section E. Coverage Changes and Effective Dates.

Subd. 3. Effective Date of Coverage.

- a. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the ~~thirty-fifth~~ thirtieth (30th) day following the faculty member's first day of employment,

reemployment, rehire, or reinstatement with the State. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change. A faculty member must be actively at work on the initial effective date of coverage, except that a faculty member who is on paid leave on the date State- paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a faculty member's dependent's coverage become effective before the faculty member's coverage. If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)

Subd. 4. Open Enrollment.

- a. Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Dental coverage will be offered during the 2023 plan year open enrollment. Each year of the Agreement, all employees shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of the Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement.

Section F. Basic Coverages.

Subd. 1. Faculty Member and Family Health Coverage.

- a.**
- b. Coverage under the Minnesota Advantage Health Plan (Advantage).** From July 1, ~~2019~~ 2021 through December 31, ~~2019~~ 2021, health coverage under the SEGIP will continue at the level in effect on June 30, ~~2019~~ 2021. Effective January 1, ~~2020~~ 2022, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

- i. Advantage Benefit Chart for Services Incurred During Plan Years ~~2020~~ 2022 and ~~2021~~ 2023.**

<u>2020</u>2022 and <u>2021</u>2023 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$250/\$500	\$400/\$800	\$750/\$1,500	\$1,500/\$3,000
Office visit copay/urgent care (copay waived for preventive services) For 2020 1) Having taken health assessment and opted in for health coaching 2) Not having taken health assessment or not having opted in for health coaching For 2021 The incentive is changed and the only available copay option is copay #2.	1) \$30 2) \$35	1) \$35 2) \$40	1) \$65 2) \$70	1) \$85 2) \$90
In-Network Convenience Clinics and Online Care (deductible waived)	\$0	\$0	\$0	\$0
Emergency room copay	\$100 <u>not subject to Deductible</u>	\$100 125 <u>not subject to Deductible</u>	\$100 150 <u>not subject to Deductible</u>	N/A—subject to Deductible and 25% Coinsurance to OOP maximum \$350 <u>not subject to Deductible</u>

2020 2022 and 20212023 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	\$100 \$60	\$200 \$120	\$500 \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	10%	15%	25%	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for Lab, Pathology and X-ray (not included as part of preventative care and not subject to office visit or facility copayments)	10% (90% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55
Maximum drug out-of-pocket limit (S/F)	\$1,050/\$2,100	\$1,050/\$2,100	\$1,050/\$2,100	\$1,050/\$2,100
Maximum non-drug out-of-pocket limit (S/F)	\$1,700/\$3,400	\$1,700/\$3,400	\$2,400/\$4,800	\$3,600/\$7,200

2. ~~**Incentive Office Visit Copayments.** In 2020, the level of the office visit copayment applicable to an employee and dependents is based upon whether the employee has completed the on-line Health Assessment during open enrollment, and has agreed to opt in for Health Coaching.~~

~~In 2021, E~~employees will receive a seventy dollar (\$70) first-dollar credit to their individual deductible (regardless of whether the employee is enrolled in single or family coverage), conditional upon completion of qualifying activities in the ~~State~~ of Wellbeing program by the deadline. ~~(The seventy dollar (\$70) employee individual deductible credit replaces the copayment reduction).~~

- 3.
 4. **Services not requiring authorization by a primary care physician within the primary care clinic.**
 - i. **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies. Eye injury or illness at an in-network provider will be covered as an office visit based on the benefit level in which the individual is enrolled.
- c. Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the ~~2020~~ 2022 insurance year shall be negotiated in accordance with the following procedures:
1. At least twelve (12) weeks prior to the open enrollment period for the ~~2020~~ 2022 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
 2. If no agreement is reached within five (5) working days, the Employer and the Joint Labor-Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the ~~2019~~ 2020 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.
- d. Coordination with Workers' Compensation.**
- e. Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
1. **Develop programs.**
 - i. Policy. The Employer will develop and implement health promotion and health education programs and other programs mutually agreed upon with the Joint Labor-Management Committee on Health Plans, subject to the availability of resources. Each appointment authority will develop a health promotion and health education program consistent with Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the appointing authority shall jointly meet and confer with the exclusive

representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state employees.

- ii. **Pilot Programs.** The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs, programs that seek to control costs, programs that streamline the delivery of services, or that enhance services to members. Incentives for participation in such programs may include ~~limited short-term~~ improvements to the benefits outlined in this article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

f. Post Retirement Health Care Benefit.

g. Temporary plan changes due to a state or national emergency.

1. SEGIP and the unions recognize that certain natural disasters and other major emergencies may disrupt or seriously threaten to disrupt the State of Minnesota at a time when employees are especially needed to provide services. If the State or a federal government agency declares a state of emergency or otherwise invokes emergency authority by declaration, rules, regulations or similar official statements, the terms of the programs administered by SEGIP may be changed for the period of the declared emergency and for up to a thirty (30) day run-out period.
2. These changes may include changes to programs administered by SEGIP including, but not limited to, benefit design, enrollment and eligibility, billing, and administration as well as waiver of out-of-network restrictions, changes to out of pocket costs, extension of time frames for enrollment and billing, and other protocols reasonably required to provide members with access to benefits.
3. These changes must be agreed to by both SEGIP and the Joint Labor-Management Committee on Health Plans. Nothing in this provision prohibits SEGIP from making changes authorized or required under another authority including but not limited to a state or federal law, regulation, order, or rule without union agreement.

Subd. 2. Employee Life Coverage.

- a. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for an Employer Contribution as described in Section C. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accordance with Internal Revenue Service regulations. A faculty member may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accordance with Minnesota Management ~~& and Budget procedures (also see Appendix F).~~ The basic

life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

Section G. Optional Coverages

Subd. 3. Disability Coverage.

- a. Short-term Disability Coverage.** A faculty member may purchase short-term disability coverage that provides benefits from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a faculty member's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this article, Section E, Subd. 3. does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability. A faculty member who is insurance eligible and moves from a temporary position to a permanent (tenure track) position will be allowed to enroll in short-term disability coverage within thirty (30) days of the event without providing evidence of insurability. A short-term disability open enrollment will be offered every five (5) years.

APPENDIX C
Letter of Understanding

Between
Minnesota State Colleges and Universities
and
Inter Faculty Organization
Grievances

The parties to this Agreement agree that with respect to filing and processing of grievances the implementation of the Agreement between the Minnesota State University Board and the Inter Faculty Organization effective July 1, ~~2019~~ 2021, to June 30, ~~2021~~ 2023, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of ratification of the ~~2019-2021~~ 2021-2023 Agreement will be subject to interpretation in accordance with the ~~2017-2019~~ 2019-2021 Agreement between the parties, and shall not be made invalid solely by any changes in the ~~2019-2021~~ 2021-2023 Agreement.

2. Any act or omission by any administrator which occurred prior to the date of ratification of the ~~2019-2021~~ 2021-2023 Agreement shall not be considered a basis for a valid grievance solely because of alleged violations of the ~~2019-2021~~ 2021-2023 Agreement, but shall be the basis for a valid grievance, if filed in a timely fashion, if the allegation is that there was a violation of the ~~2017-2019~~ 2019-2021 Agreement in effect at that time, except as otherwise provided in paragraph 1 of this Letter of Understanding.

Matt Hyle, Chair, IFO Negotiating Team Date

Brent Jeffers, IFO President Date

Patrice Arseneault, Director of Labor and Equity Date

Christopher Dale, Chair, Minnesota State Negotiating Team Date

APPENDIX G

Guidelines for Evaluation

Criterion 1. Demonstrated ability to teach effectively and/or perform effectively in other current assignments. The universities of the Minnesota State Colleges and Universities (MnSCU) are teaching institutions where scholarly and creative activity informs and connects disciplines and student learning.

.....

The faculty member's PDR should include evidence in support of the foregoing. Faculty are encouraged to include student evaluations as evidence of ability to teach effectively. Evidence of teaching/performance effectiveness may include, but is not limited to:

- Develop and update syllabi that address established course outcomes
- Develop and update course outcomes and content
- Develop and update curriculum
- Demonstrate the use of assessments of student learning
- Provide peer evaluations and reviews of teaching/performance effectiveness
- Demonstrate the use of measures to evaluate student progress and learning outcomes
- Demonstrate effective implementation of accreditation or other professional standards
- Demonstrate the use of multicultural, anti-racism, anti-oppression, and/or equity and inclusion perspectives in teaching methods and other current assignments
- Demonstrate the nature and quality of assignments
- Demonstrate the use of relevant pedagogical approaches
- Demonstrate timely and quality feedback to students
- Receive nominations or teaching awards
- Develop and update culturally responsive pedagogy and course content
- Demonstrate inclusion of culturally relevant and responsive pedagogy and course content
- Engage students in anti-racist and otherwise challenging course content and discussions.
- Implement anti-bias curriculum and course materials

Criterion 2. Scholarly or creative achievement or research. This criterion supports one's teaching and contributes to one's field of knowledge. The advancement of knowledge and education calls for many kinds of scholarship/creative activity/research. Each may require a different approach. Evidence of scholarly or creative achievement or research may include, but is not limited to:

- published works
- works in progress
- unpublished and published reports
- abstracts
- research briefs

- letters to the editor published in disciplinary and professional journals
- software and other technologically delivered academic products
- presentations at professional meetings
- grant applications, reports and awards
- receive nominations or scholarly awards
- invited lectures or presentations
- panels and symposia presentations
- policy analysis
- editorial or advisory roles for professional journals or publications
- evaluation panels for research funding
- exhibitions, juried shows, musical or theatrical performances
- consulting
- accreditation reports
- research projects
- collaboration in the scholarly growth of students, peers and other scholars
- research that contributes to a profession and/or to higher education including but not limited to multiculturalism, anti-racism, anti-oppression ~~and~~ or equity and inclusion topics
- third-party grants and contracts
- co-authorship of student-based research or co-development in student-based creative activity
- coaching manuals and/or playbooks
- research that focuses on cultural experiences, impacts, and/or influences
- open educational resource development
- scholarship in the public sphere, e.g., online platforms
- student-centered practices research
- invited presentations to community forums, colleagues and students
- collaboration with students on multi-media scholarship

Criterion 3. Evidence of continuing preparation and study. Faculty are expected to engage in activities that enhance their ability to perform their duties, given the changing nature of their disciplines and changing techniques of instruction and scholarship. Continued preparation and study is a fundamental component of professional development that can be integrated into any and all areas of professional activities. Evidence of continuing preparation and study may include, but is not limited to:

- remaining current in one's professional discipline and/or special field of study
- participating in seminars, workshops and continuing education courses, and/or formal education/study
- attending professional meetings and conferences
- engaging in structured study leading to development of experimental programs, curricular proposals or revisions, and ongoing revisions to course syllabi or instructional methods reflecting currency in the discipline or its pedagogy
- participating in accreditation processes
- studying multicultural, anti-racism, anti-oppression, ~~and~~ or equity and inclusion topics
- studying local resources available to communities of color

- attending student-organized cultural events and forums
- studying campus policies and laws related to financial aid, housing, and student code of conduct
- studying legal and university policies related to discrimination and harassment
- collaborating with colleagues on anti-racist curriculum and course content

Criterion 4. Contributions to student growth and development. Faculty are expected to support student learning and growth. Contributions to student growth can be infused into any and all areas of professional activities. Evidence of contributions to student growth and development may include, but is not limited to:

- developing student-centered curricula
- providing academic and/or career advising
- contributing to student retention and graduation
- participating in and supervising any and all levels of student-based research or creative activity
- assisting in the scholarly growth of students
- mentoring students
- serving or advising student clubs, organizations or societies
- assisting students seeking
 - graduate and professional study
 - scholarships, fellowships, practica and internships
 - employment
- providing letters of recommendation
- developing community and business partnerships to enhance job placements
 - applied liberal arts opportunities
- working with students in multicultural, anti-racism, anti-oppression ~~and~~ and/or equity and inclusion topics and efforts
- servicing as liaison to student families
- servicing as advocates to students in relation to university policies and legal system
- working collaboratively with student support offices
- contributing to student success planning process
- working with students on understanding racism
- servicing as mentor for first generation students, students of color and international students
- modeling best practices for students on equity and inclusion
- contributing to equitable practices in advising, mentoring and advocacy of students
- contributing to student recruitment

Criterion 5. Service to the university and community. Faculty responsibilities extend beyond the classroom to areas such as the program, department, college/division, university and greater community. Evidence of service to the university and community may include, but is not limited to:

- serving on and contributing to program, department, school/college, university, and system committees and governance
- mentoring colleagues and students

- performing leadership roles within the university and/or system
- participating in accreditation, program review, and assessment
- fostering alumni relations and promoting university advancement
- recruiting and retaining students
- delivering special university lectures, seminars, workshops or development activities
- serving on regional, national and international professional bodies
- participating in and consulting with community organizations
- providing community presentations and outreach
- developing and supporting community partnerships
- developing and supporting international programs and partnerships with universities and educational service organizations
- working with the community ~~and/or~~ campus in multicultural, anti-racism, anti-oppression ~~and/or~~ equity and inclusion topics and efforts
- mentoring colleagues on anti-racism and culturally-responsive practices
- participating in culturally-focused recruitment activities with department, university, families and student organizations
- providing language interpretation skills to university offices and committees
- providing leadership on equity and inclusion committees
- representing communities of color on campus and community organizations
- addressing injustice on campus and in local communities
- participating in actions to create campus, community and larger social changes
- contributing to equitable and inclusive university and community practices
- delivering culturally relevant/responsive and anti-racist lectures, seminars, workshops or development activities

Clearly, an array of relevant information and data may be used as evidence in all five criteria.