

TENTATIVE AGREEMENT
Arts. Preamble, 2, 9, 10, 11 13, 16, 17, 20, 21, 22, 24, 33
MSCF 2021-2023 Bargaining
March 31, 2022 – Remote via Zoom – 2:15 p.m.
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MSCF 2021-2023 Bargaining
March 31, 2022 – Remote via Zoom – 2:15 p.m.

TENTATIVE AGREEMENT REACHED MARCH 31, 2022

SUMMARY

- **Technical Changes** – The parties agree to the technical changes set forth in Employer’s December 16, 2021 Package Proposal #6.
- **Art. 20, Sec. 5, Subd. 1 (Overload Assignments for Temporary Part-Time)** – Parties agree to Union Proposal #6 from Union’s Opening Proposals, which deletes Art. 20, Sec. 5, Subd. 1 relating to overload assignments for temporary part-time faculty and renumbers the remaining subdivision of Sec. 5.
- **Union withdraws** Union’s Proposal #13 from its Opening Proposals re: Art. 11, Sec. 1, Subd. 6 re: Online Tutorials.
- **Employer withdraws** the proposals summarized below from its September 19, 2021 Opening Proposals:
 - **Art. 20, Section 2, Unlimited Full-Time (preamble)** (p. 102 CBA / p. 15 ER OP):
 - **Clarification:** Addition making it explicit that second paragraph of Section 2 does not apply to probationary faculty
 - **Substantive:** Change length of faculty separation before discretionary 1-year probationary period may be required from “more than five years” to “more than four years”
 - **Art. 20, Section 2, Unlimited Full-Time, Subd. 1 Probationary Status** (p. 98 CBA/ p. 15 ER OP):
 - A probationary faculty member’s resignation and subsequent re-hire requires completion of a new, full probationary period

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- **Art. 20, Section 2, Unlimited Full-Time, Subd. 2 Non-Renewal** (p. 98 CBA/ p. 15 ER OP):
 - **Clarification:** Merging and revising last two sentences of first paragraph for better clarity
 - **Substantive:** Change length of time between nonrenewal and rehire before discretionary one-year probationary period may be required from five years to four years

- **Art. 20, Section 2, Unlimited Full-Time, [NEW] Subd. 3 Status Conversion from Unlimited and Probationary Full-Time to Unlimited and Probationary Part-Time** (CBA pp. 102-103 / p. 16 ER OP):
 - Allow colleges to work directly with State MSCF for conversion.

- **Art. 20, Section 3, Unlimited Part-Time (preamble)** (CBA p. 103 / p. 17 ER OP):
 - **Clarification:** Addition making it explicit that second paragraph of Section 3 does not apply to probationary faculty
 - **Substantive:** Change length of faculty separation before discretionary 1-year probationary period may be required from “more than five years” to “more than four years”

- **Art. 20, Section 3, Unlimited Part-Time, Subd. 2 Probationary Status** (CBA p. 103 / p. 17 ER OP):
 - A probationary faculty member’s resignation and subsequent re-hire requires completion of a new, full probationary period

- **Art. 20, Section 3, Unlimited Part-Time, Subd. 3 Non-Renewal** (CBA p. 104 / p. 17 ER OP):
 - **Clarification:** Merging and revising last two sentences of first paragraph for better clarity
 - **Substantive:** Change length of time between nonrenewal and rehire before discretionary one-year probationary period may be required from five years to four years

/ / /

PREAMBLE

This Contract is made and entered into this _____[Insert Date] day of _____, [Insert Month], ~~2020~~2022,¹ by and between the State of Minnesota and its Minnesota State Colleges and Universities, hereinafter referred to as the Employer, and the Minnesota State College Faculty, hereinafter referred to as MSCF. This Contract is intended to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

...

**ARTICLE 2
DEFINITIONS**

...

Adjunct Faculty Member. “Adjunct Faculty Members” are faculty ~~who work fewer than five (5) credits in a term with a part-time assignment of fewer than five (5) credits for a semester or three (3) or fewer credits in a summer session.~~ Such faculty do not accrue seniority and are not probationary.

...

Customized Training Faculty. “Customized Training Faculty” are those faculty who deliver instruction as defined in Customized Training above for no more than nine hundred twenty-five (925) hours in a fiscal year. Customized Training Faculty do not accrue seniority and are not probationary.

...

Temporary Part-time Faculty Member. A “temporary part-time faculty member” is defined as a faculty member with a part-time assignment of five (5) or more credits in a semester or more than three (3) credits in a summer session.

...

**ARTICLE 9
REPRESENTATIVES**

...

Section 9. Reimbursement Rate. The MSCF shall reimburse the colleges at the rate of one thousand dollars (\$1,000.00) per credit for actual release time utilized.

¹ NOTE: Employer’s December 16, 2021 Package Proposal #6 had this date listed as 2021. This Tentative Agreement updates the year to 2022 to reflect the current status of contract negotiations.

**ARTICLE 10
WORK YEAR AND WORK WEEK**

Section 1. The Basic Work Year.

...

Subd. 2. Instructors who are on Special Assignment or Librarians. Instructors who are on special assignment or librarians shall work at their normal duties for the one hundred seventy-one (171) day total minus the ~~administration~~ administratively-assigned duty days. Such duty days may or may not be conducted at the same time as the rest of the college.

* * * * *

Section 3. Flexible Academic Calendar Option. A flexible academic calendar shall be defined as an academic calendar other than the standard college-wide block academic calendar as described in Section 1, above. All flexible academic calendars shall meet all of the following requirements:

A. All credit and non-credit offerings shall maintain academic integrity as determined by Carnegie--unit equivalencys or by another measure agreed to by the faculty and administration.

...

F. It is possible for part of a faculty member’s load to be under a standard academic calendar and the remainder of the load to be under a flexible academic calendar. In such a case, letter D. above shall apply.

* * * * *

Section 4. Summer Assignments.

...

Subd. 2. Establishment of Rotation List. The established rotation list for each credential field will be used to make assignments. If a rotation list has not been established for the credential field area, then it will be established as follows:

...

Unlimited full-time faculty members with two (2) or more credential fields shall be limited to inclusion on the Subd. 4, Paragraph A- rotation list for one (1) credential field only. Each faculty member will choose one (1) rotation list prior to the end of the fall semester of each academic year. The faculty member may change from one list to another via written notification, and shall be placed on the bottom of the newly elected rotation list when this option is exercised. Whenever a faculty member joins a rotation list for the first time, that faculty member will be placed at the bottom of the list. Faculty members will always be added to a rotation list before assignments are made.

...

Subd. 5. Claiming of Courses/Sections After the Initial Rotation.

...

D. The parties agree that a college may, in the interest of time, contact all eligible faculty members on the summer rotation list and offer the additional course/section. The additional course/section will be given to the faculty member who responds within the time limitations and is highest on the summer rotation list. A faculty member who does not respond within the time limits outlined in Paragraph A3- and Paragraph C- above will be treated as if s/he declined the offered course/section.

**ARTICLE 11
WORK ASSIGNMENTS**

Section 1. All Teaching Faculty Workload Provisions. When making faculty member assignments the administration shall also observe the following general workload provisions for all instructors:

...

Subd. 6. Tutorial. Although generally limited to historically liberal arts or general education courses, if there is a case in which a traditionally technical course is appropriate for the tutorial, it may be offered as a tutorial with mutual agreement of the faculty member, the administration and State MSCF. Tutorials may be offered to unlimited faculty. Tutorials may be offered to temporary full-time, temporary part-time, and adjunct faculty if there are no unlimited full-time faculty members in the credential field at the college. The maximum number of students in a tutorial is eight (8). Tutorials can only be offered by mutual agreement of the instructor and the administration and with notice to State MSCF. No more than one (1) tutorial per course can be offered by any given faculty member in any semester.

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In a tutorial, faculty meet with students for one-third (1/3) of the course’s student-credit value and students work independently for the remaining two-thirds (2/3). For faculty workload purposes, the credit-value of the tutorial assignment shall be calculated at two-thirds (2/3) of the student-credit value of the course. For example, in a three (3) credit course offered as a tutorial, students would register for three (3) credits; the faculty member’s tutorial assignment would be two (2) credits. The faculty member would meet with the students one (1) hour per week and the students would work independently for the remainder of the appropriate Carnegie Unit time.

Once the faculty credit-value of a tutorial assignment has been determined, for workload purposes the assignment shall also be given a contact-hour value. The contact-hour value shall be determined according to the applicable formula for tutorial assignments listed in Appendix G, “Schedule of Assignments.”

For temporary part-time faculty, wage determination under Article 13, Section 14, and benefits determination under Article 19, shall be based upon the full student-credit value for the course. For example, if a temporary faculty member was initially offered two three-credit courses and subsequently the two three-credit courses changed to a tutorial delivery model, for workload purposes the combined credit-value of the tutorials still would be four (4) credits, but the pay would be based on the salary schedule at the pro-rata level and the benefits would be based on six (6) credits.

~~The maximum number of students in a tutorial is eight (8). Tutorials can only be offered by mutual agreement of the instructor and the administration and with notice to State MSCF. No more than one (1) tutorial per course can be offered by any given faculty member in any semester.~~

**ARTICLE 13
WAGES**

Section 7. Salary Schedules.

Subd. 1. The salary schedule for the ~~2019-2020~~2021-2022 academic year, to be effective July 1, ~~2019-2021~~, shall be as follows:

...

Subd. 2. The salary schedule for the ~~2020-2021~~2022-2023 academic year, to be effective July 1, ~~2020~~2022, shall be as follows:

* * * * *

Section 14. Temporary Part-time and Adjunct Faculty Wages. Prior to accepting a part-time appointment, the applicant(s) shall provide the college with information pertaining to current or anticipated employment at another state college.

...

Subd. 3. Fluctuating Workload Salary Rates for Temporary Part-time and Adjunct.

The salary rate for temporary part-time and adjunct faculty in Subd. 1. and Subd. 2 above shall be modified as follows. (Faculty members working at one college or at multiple colleges within a semester are included.)

- A. When a temporary part-time faculty member’s workload decreases below five (5) credits as a result of a class cancellation, the pay rate shall be adjusted from a proration of the appropriate position on the salary schedule (pro-rata) to a per credit rate as established in Section ~~1514~~, Subd. 2 above. The credit rate shall be effective at the beginning of the pay period following notification the class(es) cancelled.
- B. When a temporary part-time faculty member’s workload decreases below five (5) credits after a class has started but before the end of the semester, as a result of a separation for any reason, the final FTE calculation will continue to be paid based on a proration of the appropriate position on the salary schedule (pro-rata), as of the faculty member’s last day of work or final salary placement if in the queue for approval, whichever is greater, as established in Section ~~1514~~, Subd. 1 above.
- C. When an adjunct faculty member’s workload increases to five (5) or more credits after the semester has begun, the pay rate shall be adjusted from a per credit rate to a proration of the appropriate position on the salary schedule (pro-rata) as established in Section ~~1514~~, Subd. 1 above. The pro-rata rate shall be effective at the beginning of the pay period following notification the class(es) were added.

* * * * *

Section 19. Overload Assignments and Overload Salary Maximum.

...

- B. The total payment for non-credit teaching, summer school teaching, overload, and extra days shall not exceed forty percent (40%) of the faculty member's schedule salary, except in cases where the conditions of an outside grant requires additional days, or except as specified in Article 11, Section 2, Subd. ~~6D7D~~. and Section 3, Subd. ~~2D4D~~. The one hundred forty percent (140%) total for a given year refers to the academic year and overload pay and/or the extra days assigned during the fiscal year in which the academic year occurs.

**ARTICLE 16
SICK LEAVE LIQUIDATION AND
FACULTY RETIREMENT PROVISIONS**

Section 1. Sick Leave Liquidation. A sick leave liquidation payment shall be granted to all faculty members under the following provisions:

...

Subd. 2. Benefits. A faculty member who is eligible for sick leave liquidation pursuant to Subd. 1 above shall receive a sick leave liquidation payment in an amount equal to forty percent (40%) of the faculty member’s accumulated but unused sick leave balance (not to exceed 112 days) plus twelve and one-half percent (12 ½%) of the faculty member’s accumulated but unused sick leave bank times the faculty member’s regular daily rate of pay at the time of separation. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the one hundred and twelve (112) days maximum. The form and manner of the sick leave liquidation payment for eligible faculty shall be governed by Article 16, Section 8 (“Health Care Savings Plan”)-, Subd. 2 (“Methodology”).

* * * * *

Section 3. Early Retirement Incentive (for Former MCCFA Bargaining Unit Members).

...

Subd. 4. Maintenance of Benefits. In order for a faculty member to be eligible to receive the health insurance benefits, under this section, the faculty member must be eligible for and receive a benefit under Article 16, Section 23, Subd. 3. The separated faculty member shall have the right to continue, at the Employer’s expense, health insurance benefits for one (1) year after separation. The parties agree that the faculty member’s college shall make payment(s) into the faculty member’s Health Care Savings Plan (HCSP) as follows:

* * * * *

Section 4. Enhanced Sick Leave Liquidation Pay (for Former UTCE Bargaining Unit Members).

...

Subd. 2. Benefits. A faculty member who is eligible for enhanced sick leave liquidation pay pursuant to Subd. 1 above shall receive enhanced sick leave liquidation pay in an amount

equal to fifty percent (50%) of the faculty member’s accumulated but unused sick leave balance (not to exceed one hundred twelve (112) days) plus twelve and a half percent (12 ½%) of the faculty member’s accumulated but lapsed unused sick leave times the faculty member’s regular daily rate of pay at the time of separation. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain one hundred twelve (112) days maximum. The form and manner of the enhanced sick leave liquidation payment for eligible faculty shall be governed by Article 16, Section 8 (“Health Care Savings Plan”)-, Subd. 2 (“Methodology”).

**ARTICLE 17
PROFESSIONAL DEVELOPMENT**

Section 5. Faculty Internships. An unlimited faculty member may apply for an internship under the following conditions:

...

Subd. 3. Selection of Applicants. A committee jointly appointed by the Shared Governance Council and the college president will determine eligible applicants based on the purposes stated in Subd. 1 above. The list of eligible applicants shall be forwarded to the college president or designee. Notification of approval or rejection will be given by the college president or designee to all applicants.

**ARTICLE 20
APPOINTMENTS AND CREDENTIAL FIELDS**

Section 7. Hiring Practices. The Employer will insure that the system employs no less than seventy percent (70%) of the total FTE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited part-time faculty minimum guarantee FTE that each state college employs no less than sixty percent (60%) of the total FTE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited part-time faculty minimum guarantee FTE as calculated below.

Subd. 1. Calculation of UFT Positions Needed. The basis for calculating the number of unlimited full-time faculty positions required at each college will be as follows:

...

B. Summer assignments, extra days and customized training (credit and non-credit) provided by customized training faculty members as defined in Article 28, awards for

excellence and miscellaneous wages as defined in Article 13, Sections 5 and ~~10~~, respectively, shall not be included in this calculation.

**ARTICLE 21
SENIORITY**

Section 10. Seniority at a New College Via Voluntary Transfer. A faculty member who voluntarily transfers to a position in another college shall retain system wide seniority in the original credential field(s) for purposes of claiming positions in the future, salary schedule placement, and sabbatical eligibility/tie breakers. S/he shall begin accruing seniority at the new college starting from the beginning of the semester in which s/he transfers barring an agreement per Article 22, Section ~~9~~ between the parties to the contrary.

**ARTICLE 22
LAYOFF AND FACULTY TRANSFERS**

Section 8. Layoff Benefits.

...

C. Process for Claiming Vacancies.

...

2. **Claiming Posted Vacancies.** Unlimited full-time faculty members wishing to claim or reserve a vacant position must notify the system office with a copy to the human resources designee at the college of the posted vacancy of their intent to do so in writing during the fifteen (15) day posting period. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the system established minimum qualifications for the credential field of the vacancy.

Faculty members may not claim activity assignments. At the discretion of the administration, faculty members can be reassigned or laid off from activity assignments without cancellation of the assignment. A student activity assignment shall not be considered a credential field, or designated assignment.

...

- D. Claiming Part-time Work Assignments.** Unlimited faculty members at stand-alone community colleges, unlimited former-MCCFA faculty members at consolidated colleges, and unlimited former-UTCE faculty members at stand-alone technical colleges

in a General Education credential field—, such as in Appendix C, part B.2, who are on layoff shall have claiming rights to part-time work assignments. as follows:

* * * * *

Section 9. Faculty Transfers.

...

Subd. 2. Transfer to a Temporary Position. When the college administration decides to post a temporary full-time position, an unlimited full-time faculty member may apply for a temporary transfer to such position. Unlimited full-time faculty members who desire to transfer to a posted temporary full-time vacancy shall do so in writing to the system office with a copy to the human resources designee at the college of the posted vacancy, within the timelines of the posting. The faculty member must hold the credential field of the posted vacancy and must meet the system established minimum qualifications at the time of the application. The faculty member must also have been employed by the Minnesota state colleges for at least four (4) years. The college president of the receiving institution may require that the transferring faculty member has held an assignment in the credential field of the posted vacancy within the previous five (5) years. If the length of the temporary transfer (s) will exceed a total of three (3) academic years (years need not be consecutive), the faculty member must have the consent of the college president of the sending institution. The college president shall not deny consent prior to the consultation with the faculty member and the MSCF.

**ARTICLE 24
MISCELLANEOUS PROVISIONS**

Section 1. College Closing. If a college closes because the Governor declares an emergency or the college president or designee declares an emergency pursuant to Minnesota State policy, faculty members will not be required to make up the time lost during such closing, and such faculty members shall not lose salary or benefits as a result of such closing.

If college classes are canceled because the college president or designee declares an emergency pursuant to Minnesota State policy, faculty members may make appropriate curricular adjustments as approved by administration (e.g. scheduling make up classes or meetings), or make duty adjustments as approved by management (e.g. office hours or other compensatory activities) or take personal leave. When the personal leave option is selected, the faculty member will submit the proper leave request as soon as possible.

If the Minnesota State Board of Trustees desires to change Board Policy [4.414.4 \(Weather / Short Term Emergency Closings\)](#), the terms of this provision shall be discussed at the State level of Meet and Confer prior to being amended to reflect such changes.

* * * * *

Section 3. Tuition Waiver at Minnesota State Colleges.

Subd. 1. General Provisions. Faculty members holding unlimited full-time, unlimited part-time, temporary full-time and temporary part-time (temporary part-time appointment must be in accordance with Subd. 2. below) appointments shall be entitled to enrollment on a space available basis in courses at any Minnesota State College without payment of tuition. Such enrollment shall not exceed a total of twenty-four (24) credits per year. The faculty member may use the twenty-four (24) credits at any Minnesota State Colleges and Universities institution. In the event the faculty member does not fully exercise this right, the faculty member’s spouse or dependents shall be eligible to take a maximum of sixteen (16) credits per year with waiver of tuition only at any Minnesota State College. “Space available” shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

Current faculty members and faculty members who have retired since June 30, 1995, shall be entitled to audit courses on a space available basis at any Minnesota State ~~state~~-college as set forth above without paying tuition.

...

Subd. 3. Faculty on Layoff or Notice of Layoff. Faculty members on notice of layoff, their spouse and dependents shall remain eligible for the tuition waiver benefit through the effective date of layoff. After the effective date of layoff the faculty member, their spouse and dependent(s) shall cease eligibility for the tuition waiver benefit. However, the faculty member shall have access to those tuition support benefits outlined in Article 22, ~~Sections 7 and 8~~Section 8, Option A, Subd. 3.

**ARTICLE 33
TERM OF CONTRACT**

This Contract shall be effective on the 1st day of July, ~~2019~~2021, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through June 30, ~~2021~~2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, ~~2020~~2022, or by October 1 of any succeeding year, that it desires to modify this Contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given or on a date agreed to by the parties to this agreement. This Contract shall remain in full force and effect during the period

of negotiations and until notice of termination of this Contract is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than ten days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

**ARTICLE 20
APPOINTMENTS AND CREDENTIAL FIELDS**

Section 5. Temporary Part-time. A temporary part-time faculty member is defined as a faculty member with a Part-time assignment of five (5) or more credits in a semester or more than three (3) credits in a summer session. Such employment terminates at the end of the stated appointment period except as provided in Article 25 of this Contract. Temporary part-time faculty members will be hired in accordance with Minnesota State policies and procedures.

~~**Subd. 1. Overload Assignments for Temporary Part-time.** A temporary part-time faculty member shall not be assigned overload unless the assignment is made in an emergency situation.~~

Subd. 12. Full-time Assignment of Temporary Part-time Faculty. A temporary part-time faculty member shall not be assigned a full load (30 or 32 credits as appropriate) at the same college unless s/he meets the minimum qualifications for the credential field(s). If a temporary part-time faculty member is assigned a full load, the faculty member shall be converted to temporary full-time in accordance with the following:

- A. The conversion shall be made without the position being posted.
- B. The conversion shall occur when the faculty member begins working either the 30th or 32nd credit.
- C. The conversion shall not be retroactive for the purposes of insurance eligibility or sabbatical leave eligibility.

Subd. 23. Changing Converted Temporary Full-time to Unlimited Full-time. If a temporary part-time faculty member is converted to temporary full-time for six consecutive years at the same college, the faculty member shall be changed to unlimited full-time effective the next fall semester.

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For MSCF:

For Minnesota State:

DocuSigned by:

Matt Williams

4/14/2022 | 11:51:23 AM CDT

Matt Williams

Date

Chief Negotiator²

DocuSigned by:

Betsy Thompson

4/14/2022 | 8:33:04 PM CDT

Betsy Thompson

Date

Chief Negotiator

This TA covers only the changes indicated herein. Other proposals may be pending concerning some of these provisions, sections, and/or articles.

² NOTE: Matt Williams was not in attendance at bargaining between MSCF and Minnesota State on March 31, 2022. MSCF Secretary and bargaining team member Kent Quamme served as Acting Chief Negotiator for MSCF on March 31, 2022 and had authority to enter into this tentative agreement on MSCF’s behalf.

Certificate Of Completion

Envelope Id: 85BB64FD1D9A46428209B5A7DB85FE6A	Status: Completed
Subject: Please DocuSign: 22.03.31 MSCF 2021-2023 Tentative Agreement - Technical Changes; Art 20 Sec 5 ...	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
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	Saint Paul, MN 55101
	aaron.bouschor@minnstate.edu
	IP Address: 73.24.240.150


Record Tracking

Status: Original	Holder: Aaron Bouschor	Location: DocuSign
4/6/2022 2:57:24 PM	aaron.bouschor@minnstate.edu	

Signer Events

Matt Williams
 matt.williams@edmn.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 1A9EC8793EA74EB...
 Signature Adoption: Pre-selected Style
 Signed by link sent to matt.williams@edmn.org
 Using IP Address: 23.88.132.20

Timestamp

Sent: 4/6/2022 3:00:57 PM
 Resent: 4/14/2022 11:08:16 AM
 Viewed: 4/14/2022 11:50:12 AM
 Signed: 4/14/2022 11:51:23 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2022 11:50:12 AM
 ID: 61672024-0851-44a7-85a4-1fa2c78c9cff

Betsy Thompson
 Betsy.Thompson@minnstate.edu
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 FA5EA6A2A3A54A8...
 Signature Adoption: Pre-selected Style
 Signed by link sent to
 Betsy.Thompson@minnstate.edu
 Using IP Address: 24.245.7.145

Sent: 4/14/2022 11:51:25 AM
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 Signed: 4/14/2022 8:33:04 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2022 8:32:20 PM
 ID: bb2bd714-d2c8-466b-99d4-6339a363c0ca

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2022 3:00:57 PM
Certified Delivered	Security Checked	4/14/2022 8:32:20 PM
Signing Complete	Security Checked	4/14/2022 8:33:04 PM
Completed	Security Checked	4/14/2022 8:33:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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