

TENTATIVE AGREEMENT – re: Jt. Language Clarification Props. ## 1 through 9 from Opener
Articles: 8, 10, 11, 13, 17, 25
MSCF 2025-2027 Bargaining
Friday, March 28, 2025 – 11:40 a.m.
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**TENTATIVE AGREEMENT:
Joint Language-Clarification Workgroup Proposals ## 1 through 9 from
3/28/25 Bargaining Opener**

SUMMARY

The parties accept the following Joint Labor-Management Proposals:

- **JT-CLAR #1:** In Article 8, Section 2, Subdivision 1 (AASC > “Chairperson Compensation”) clarify that AASC Chair stipends are not counted towards the \$4,000 annual stipend limit in Article 13, Section 9.
- **JT-CLAR #2:** Reorder the language in Article 8, Subdivision 8 (FSGC > “Matters Which Must Be Considered”) for better clarity and flow.
- **JT-CLAR #3:** In Article 10, Section 2, Subdivision 1, remove starting year of the Juneteeth holiday’s inclusion in the CBA. Date has passed; holiday continues to be recognized in CBA.
- **JT-CLAR #4:** In the “Travel Time” language in Article 11, Section 3, Subdivision 5, that applies to faculty with Former-UTCE status, clarify that (1) this subdivision concerns the conditions under which travel time will be factored into a faculty member’s workload calculation, and (2) the factoring of travel time into a faculty member’s workload calculation will not per se preclude reimbursement of the faculty member’s associated mileage expenses pursuant to Article 18 (“Expense Allowances”).
- **JT-CLAR #5:** In Article 13, Section 3.O, clarify the date after which cultural-competency credits must have been earned in order to count as in-field for salary-placement purposes.
- **JT-CLAR #6:** In Article 13, Section 9 (“Miscellaneous Wages”) clarify that:

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- Advance mutual agreement for stipend work is required between faculty member and the administration at the faculty member’s college, regardless of whether stipend is for college-based or Minnesota State system-level work.
- \$4,000 limit on a faculty member’s stipend pay per fiscal year applies regardless of whether the work being compensated by stipend is college-based or Minnesota State system-based.
- **JT-CLAR #7:** Remove obsolete dates from Article 17, Section 4, Subdivision 8 “Sabbatical Leave Benefits.”
- **JT-CLAR #8:** In Article 17, Section 5, Subdivision 2 (Professional Development > Faculty Internships > Benefits), change language describing compensation from “stipend” to “per diem” to clarify that faculty-internship per diems do not count toward the \$4,000 annual stipend limit.
- **JT-CLAR #9:** In Article 25, Section 6:
 - Clarify that Subdivisions 1 and 2 apply to faculty with either temporary part-time or adjunct status.
 - Add new Subdivision (4) that provides cross-reference to terms elsewhere in CBA that govern the termination of fixed-term appointments.

ARTICLE 8 SHARED GOVERNANCE AND ACADEMIC AFFAIRS

Section 2. Academic Affairs and Standards Council. Faculty have fundamental and unique responsibility in matters affecting the academic well-being of the state colleges. The parties agree that the faculty hold the critical role in academic decision-making at the colleges. In order to ensure such role, the parties agree to establish an Academic Affairs and Standards Council to which management and faculty will bring all proposals regarding academic affairs and standards.

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Subd. 1. Chairperson Compensation. Release time for the chairperson of the Academic Affairs and Standards Council may be mutually agreed upon between the faculty member and the college president or designee, in consultation with the MSCF grievance representative. If release time is not agreed upon, the chairperson shall receive a stipend of three thousand dollars (\$3,000.00). Stipends paid pursuant to this paragraph are not counted for purposes of Article 13, Section 9 (“Miscellaneous Wages”). The other faculty members of the Council may be compensated if and as agreed to by the college president or designee.

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Subd. 8. Matters Which Must Be Considered. Proposals initiated by the administration to create or change existing policies and/or rules and regulations affecting faculty members will be submitted in writing to the local MSCF for reaction before a final decision is made by the administration.

If agreement is not reached on a proposal at the first meeting at which it was considered, the administration shall take no action on the proposal for ten (10) days. At the request of the faculty, the proposal shall be reconsidered at a subsequent council meeting during the ten-day period.

Reductions in unlimited faculty members must be discussed within one month following the notice of layoffs.

~~If agreement is not reached on a proposal at the first meeting at which it was considered, the administration shall take no action on the proposal for ten (10) days. At the request of the faculty, the proposal shall be reconsidered at a subsequent council meeting during the ten-day period.~~

ARTICLE 10 WORK YEAR AND WORK WEEK

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Section 2. Holidays.

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Subd. 1. No faculty members will be scheduled to work on the following holidays: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Juneteenth ~~(beginning in 2022)~~, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any other holidays provided by Statute. When any of the holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

**ARTICLE 11
WORK ASSIGNMENTS**

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Section 3. Teaching Faculty in the former UTCE Bargaining Unit.

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Subd. 5. Travel Time. ~~Compensation for travel will be determined by the following:~~

A. When a faculty member is assigned to travel between campuses or sites on the same day, the travel time shall be applied to the faculty member’s student contact hours. The travel time shall be determined by dividing the number of miles between the work locations by fifty (50). The factoring of travel time into the faculty member’s workload calculation pursuant to this Subdivision does not preclude reimbursement of the faculty member’s associated mileage expenses pursuant to Article 18 (“Expense Allowances”).

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

B. When a faculty member is assigned to travel to different campuses or sites on alternating days, the travel time will not be applied to the faculty member’s student contact hours, however the faculty member will be eligible for ~~mileage compensation~~ reimbursement of the faculty member’s associated mileage expenses pursuant to Article 18 (“Expense Allowances”). ~~will be determined by Article 18 for travel from the faculty member’s permanent work location to and from the assigned location.~~

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**ARTICLE 13
WAGES**

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Section 3. In-Field and In-Field Advanced Degrees and Credits. Credit(s) will be counted as in-field when any of the following apply:

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- O. A total of six (6) undergraduate and/or graduate credits, the core course-content of which demonstrates a direct focus on cultural-competency and/or cultural-fluency considerations related to diversity, equity, and/or inclusion, will be counted as in-field graduate-level credits for initial column placement and for column-advancement purposes, provided that these credits were earned after July 1, 2021, the effective date of the 2021-2023 MSCF Master Agreement.

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Section 9. Miscellaneous Wages. Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

Honoraria and/or stipends may be offered to faculty for purposes of special project work, extracurricular activities, etc., and may be mutually agreed to by require advance mutual agreement between the faculty member and the college administration ~~for purposes of special project work, extracurricular activities, etc.,~~ regardless of whether the stipend is for college-based or system-level work. Total honoraria and/or stipend payments for any individual faculty member shall not exceed four thousand dollars (\$4,000.00) in any fiscal year, regardless of whether the stipend is for college-based or system-level work. Such payments shall be exempt from the forty percent (40%) overload salary maximum. These wages may be paid as discrete, mutually agreed, non-teaching assignments which do not rise to reasonable credit equivalence. As such, they are excluded from hiring practices.

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ARTICLE 17 PROFESSIONAL DEVELOPMENT

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Section 4. Sabbatical Leave.

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Subd. 8. Sabbatical Leave Benefits. Sabbatical leaves may be granted for one (1) or two (2) consecutive semesters in an academic year. ~~Sabbaticals that have been approved for and are taken in academic years 2023-2024 and 2024-2025 will be compensated consistent with the provisions in Article 17, Section 4, Subd. 8 of the 2021-2023 MSCF collective bargaining agreement. Sabbaticals approved for academic year 2025-2026 and beyond shall be subject to the remainder of this subdivision.~~

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

Subd. 1. Purpose. The purpose of internship is to give faculty members the opportunity to update and enhance the faculty member's technical background, job knowledge, or teaching skills.

Subd. 2. Benefits. For internships that are assigned as part of the faculty member's regular duty days, the faculty member shall receive his or her regular pay and benefits. For internships that are not part of the faculty member's regular duty days, the faculty member shall receive a stipend-per diem of three hundred dollars (\$300.00) per day. Per diems paid pursuant to this paragraph are not counted for purposes of Article 13, Section 9 ("Miscellaneous Wages").

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**ARTICLE 25
DISCIPLINARY PROCEDURES**

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Section 6. Temporary Part-time and Adjunct Faculty. A temporary part-time or adjunct faculty member may be terminated under the following conditions:

Subd. 1. Temporary Part-time or Adjunct Faculty with Less than 2.0 FTE Continuous Service. A temporary part-time or adjunct faculty member with less than 2.0 FTE continuous service may be terminated immediately. Such faculty member shall receive five (5) days of pay at his/her the faculty member's daily rate of pay.

Subd. 2. Temporary Part-time or Adjunct Faculty with 2.0 or more FTE Continuous Service. A temporary part-time or adjunct faculty member with 2.0 FTE or more continuous service may be terminated before the end of the stated period for just cause. Such faculty member shall receive a ten (10) day notice as provided in this Article.

Subd. 3. Continuous Service. Continuous service shall mean without a break in service. For purposes of this section a “break in service” is defined as no assignment for one (1) full academic year.

Subd. 4. Termination of Fixed-Term Appointments. Fixed-term appointments may be terminated in accordance with the terms of Article 20, Section 4, Subdivision 3.C (“Termination of Fixed-Term Appointments”).

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Signed by: Carolyn Cook 5/2/2025 | 1:01:30 PM CDT
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Carolyn Cook Date
Signed by: Kevin Lindstrom 4/30/2025 | 11:02:14 AM CDT
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Kevin Lindstrom Date
Co-Negotiator for MSCF

Signed by: Betsy Thompson 5/3/2025 | 3:54:57 PM CDT
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Betsy Thompson Date
Negotiator for Minnesota State

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