

## TENTATIVE AGREEMENTS REACHED SEPTEMBER 15, 2022

### SUMMARY

#### Preamble

- Union accepts ER’s proposed Preamble language from ER’s September 29, 2021 Opening Proposal Package. That language amends and broadens aspirational Preamble language so that it encompasses diversity, equity, and success considerations related to both faculty and students.

#### Advising

##### Art. 11, Section 1, Subd. 12 – Advising

- (Employer accepts Union’s amended language in Union’s 4/27/22 Settlement Proposal. That language is copied and included further down in this document.)
- Nutshell summary: Language modifies current CBA language to align and reflect - for both Former-MCCFA and Former-UTCE faculty – a shared understanding of (1) the term “faculty advising,” (2) partnership and collaboration between faculty and staff in other areas such as DEI and Academic- and Student-Affairs in the college’s student success efforts, and (3) the scope of students with whom faculty generally will be engaging in faculty advising, dependent on whether technical program or general ed discipline.

## Column Placement and Advancement

### **Art. 13, Section 3 (“In-Field and In-Field Advanced Degrees and Credits”)**

- [new] Paragraph O provides circumstances for “in-field” treatment of up to 6 undergraduate or graduate credits for which the underlying course content was directly focused on cultural competency and/or cultural-fluency considerations related to diversity, equity, and/or inclusion.

### **Art. 13, Section 4 – Column Advancement**

- Restructuring and clarification of existing Column Change language in CBA to accommodate pilot language for alternative-path based column advancement and to enhance user-friendliness of language.
- Pilot for alternative-path based column advancement. Starts upon legislative ratification of CBA. Sunset: June 30, 2025.
- In pilot language, clarified differences in eligibility criteria for faculty who hold credential fields and faculty (e.g., TPT) who instead have “designated assignments” per Minnesota State Board policy.
- For column advancement based on “alternative paths,” strong encouragement for faculty and supervising administrator to discuss/pre-approve activities that satisfy criteria for advancement. Written pre-approval signed by college president will be honored by college administration in future.
- Permits faculty member to include in application portfolio activities/experiences begun/completed prior to start of pilot.
- Recognition that official industry certified coursework/training will not be excluded by virtue of its occurring as part of occupational employment
- Official industry-recognized certifications must signify expertise and rigor beyond that of any certifications students receive as part of successfully completing the college’s program.
- Applications and portfolios reviewed by both college HR and college Academic Administrators, who may choose to consult with program advisory committee, other subject-matter experts in the field, and/or system office
- Initial denials may be appealed to college president
- Denials of applications not grievable, but process exists for state MSCF to bring good-faith, meritorious concerns to system-level Joint Labor Management meeting, after which the JLM committee may, with respect to the college’s decision, issue a statement indicating the outcome of the JLM discussion (concurrence, impasse, or a recommendation for the college’s

reconsideration of the faculty member’s application for column advancement.)

## Adjunct Wages

Union accepts ER’s revised proposal, included here, to:

- **Increase per-credit rates for adjunct faculty** in Art. 13, Section 14, Subd. 2, effective for spring semester 2023 assignments:
  - Increase the current minimum per-credit adjunct rate from \$525 to \$775, and
  - Increase the maximum per-credit adjunct rate of \$1,400 to \$1,650.
- **Double the “bump”** for adjuncts hired at a Minnesota State college who have held an adjunct appointment at a Minnesota State college in a previous academic year **from a \$100-per-credit increase to a \$200-per-credit increase.**
- Misc non-substantive clarifications to the Art. 13, Section 14, Subd. 2 adjunct- pay language to make the language easier to understand and administer.

## Tuition Waiver

### Article 24, Section 3. Tuition Waiver at Minnesota State Colleges

#### Summary of changes:

- Expansion of tuition-waiver benefit for temporary part-time faculty members as follows:
  - For TPT and fixed-term faculty member’s own use:
    - No minimum-credit eligibility threshold (provided EE meets credit threshold for TPT status = at least 5 credits/semester)
    - Faculty member can self-enroll in as many TW credits as the faculty member is assigned, up to maximum of 12 credits/semester
- Non-substantive clarifying and structural changes to existing tuition-waiver language to effectuate the substantive changes described above.

- Replace TFT appointment-status reference to new fixed-term full-time appointment status.
- Faculty in fixed-term full-time appointments to be treated like faculty in unlimited positions for purposes of tuition waiver.
- Faculty in fixed-term part-time appointments to be treated like faculty in Employer’s proposed language for temporary part-time faculty.

## Fixed-Term Appointments

### Art. 2, Definitions

- Add definition for new faculty appointment type—Fixed-Term Appointment—that would be incorporated into Art. 20.
- Delete current definition of “Temporary Full-Time Faculty Member.”
- **Art. 4 - MSCF Payroll and Deductions:** Revise Art. 4, Section 2 Payroll language to:
  - Update and clarify Subd. 1 language for current times;
  - Clarify that current Subd. 2 reference to “Temporary Faculty Members” means the following appointment types: Temporary Part-Time (including TPT converted to TFT) and Adjunct
  - In Subd. 3 :
    - Clarify that current reference to “Contracted Faculty Members” means faculty members with appointments to Unlimited positions;
    - Clarify that current CBA Subd. 3 reference to 10-month paycheck option no longer exists (only 9 month option remains)
    - Clarify other aspects of Subd. 3 and election language; harmonize w/ some of election language in [new] Subd. 4
  - Add new Subdivision 4 addressing payroll issues (9-month vs. 12-month option) for new Fixed Term appointment type.
- **Art. 11 – Work Assignments:** Replaces references to “temporary full-time” with “fixed-term full-time” and “fixed-term part-time” in Sec. 1, Subd. 6 (Tutorial).

- **Art. 13 – Wages:** Replaces references to “temporary full-time” with “fixed-term full-time” and “fixed-term part-time” in the following places:
  - preamble;
  - Sec. 1, Subd. 2;
  - Sec. 6, Subd. 1; and
  - Sec. 17, Subd. 1.
  
- **Art. 17, Sec. 4 – Sabbatical Leave:** Replaces reference to “temporary full-time” with “fixed-term full-time.”
  
- **Art. 19 – Insurance:**
  - Add language addressing fixed-term eligibility for insurance contribution in Sec. 2;
  - Add fixed-term appointment thresholds for full versus partial Employer contribution in Sec. 3, including:
    - language in Art. 19, Section 3, Subd. 1.A.3 regarding the ability of unlimited part-time faculty to aggregate their appointments with other assignments to receive the full Employer contribution if the combined academic-year workload is at least 75% of full-time workload.
    - Language in Art. 19, Section 3, Subd. 1.B about conditions under which faculty in fixed-term part-time positions get the full Employer insurance Contribution. (*ER response to MSCF’s 8-11-22 @ 11 a.m. 1-page counter proposal*)
    - Language in Art. 19, Section 3, Subd. 2. C about conditions under which faculty in fixed-term part-time positions receive the partial Employer Insurance contribution. (*ER response to MSCF’s 8-11-22 @ 11 a.m. 1-page counter proposal*)
  - To Section 3, Subd. 3.F (Summer Coverage – Fixed-Term Faculty), add exception language related to changes, bulleted in summary above, proposed by MSCF on 8-11-22.

- Miscellaneous technical changes and clarifications to Section 2 and Section 3 of Article 19.
  
- **Art. 20 – Appointments and Credential Fields:**
  - Establishes new “Fixed Term” appointment type for both full-time and part-time faculty;
  - Deletes existing Sec. 4 re temporary full-time appointment status.
  
  - Both fixed-term full-time and fixed-term part-time assignments are for a duration of not less than 1 academic year and not more than 3 academic years.
  - Addresses conversion of fixed-term full-time positions to unlimited full-time positions with agreement of parties.
  - Articulates when faculty who have served in fixed-term full-time appointments will receive credit towards probationary service upon hire into an unlimited appointment.
  - Provides terms regarding termination of fixed-term appointments, claiming of fixed-term appointments by faculty on layoff,
  
  - Section 7, [new] Subd. 3 – Pilot: Inclusion of Fixed-Term FTE Toward Hiring Practices. Pilot is for Fiscal Years 2023, 2024, 2025, and 2026. 50% of total guaranteed FTE of fixed-term full-time and 50% of total guaranteed FTE of fixed-term part-time counted towards hiring-practices thresholds during pilot.
  
- **Art. 22 – Layoff and Faculty Transfers:**
  - Adds references to fixed-term full-time and fixed-term part-time where appropriate related to claiming opportunities for faculty on layoff or who have received notice of layoff, and UFT transfer in Sec. 9.
  - Addresses the ability of unlimited part-time faculty on layoff or who have received notice of layoff to claim fixed-term part-time positions, including

claiming fixed-term part-time positions with terms that extend beyond the unlimited part-time faculty member's two-year claiming period under Art. 22, Sec. 8, Option A, Subd. 4B.

**Art. 24, Sec. 3 – Tuition Waiver:**

- See summary of changes related to fixed-term appointments under summary of changes for Art. 24, Section 3 (Tuition Waiver), p. 8.

# LANGUAGE

## PREAMBLE REVISIONS

### PREAMBLE

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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.

Any agreement or understanding which is included as part of this Contract must be reduced to writing and signed by the parties to this Contract.

The parties recognize that diversity in scholarly perspective, academic discipline, and personal identity contributes to the richness of the college instructional environment and provides students with the breadth of ideas that creates an extraordinary college community. The parties value building and retaining a diverse faculty that is committed to teaching and working in a multicultural environment and that is actively engaged in its college community. The parties agree that outreach, recruitment, and retention efforts that deliberately focus on increasing the diversity of both faculty and students, as well as supporting their respective success in the college environment, are important to achieving these ends. Further, in recognition of the transformative power of education to change lives for the better and to strengthen communities, the parties affirm

the importance of their working in collaboration to eliminate gaps in education equity and to support students in achieving their academic goals. This provision of the collective bargaining agreement is aspirational and, as such, shall not subject the Employer to challenge in the grievance process or any other venue.

## FACULTY ADVISING

### 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:

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**Subd. 12. Faculty Advising.** Faculty are expected to guide students to help them succeed academically.

The faculty and college administration acknowledge that student success and retention are enhanced by faculty members' support of and engagement with students not only inside the classroom, but also outside the classroom, within the larger college community.

The introductory preamble to Article 11 provides that advising students is part of a faculty member's complement of professional responsibilities. With respect to faculty members, "advising students" is understood to mean that a faculty member is expected to support students' success at the college by:

- (a) engaging outside the classroom with students by providing information and guidance, on matters within the faculty member's professional competence, that supports students achieving their academic goals, and
- (b) reasonably collaborating - with other members of the college community working in areas such as Diversity, Equity, and Inclusion; Academic Affairs; and Student Affairs - in the college's efforts to facilitate and promote students' academic progress and success.

~~Effective academic advising includes faculty who guide learners to achieve academic goals. In both technical programs and general-education disciplines, faculty will engage in~~



~~advising activities consistent with (a) and (b), above. However, generally, the scope of students with whom a faculty member will engage in these activities will determined by the following:~~ Within ~~the~~ technical programs, a student ~~will be is~~ assigned an faculty advisor in the program when the student s/he begins participation in thea program. In general education disciplines, ~~the-a~~ faculty member will advise students in the faculty member's his/her courses. ~~Faculty are expected to guide students to help them succeed academically.~~

## COLUMN ADVANCEMENT

### ARTICLE 13 WAGES

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**Section 2. Initial Column Placement.** Initial cColumn placement for new faculty hires at a college shall reflect the respective faculty member's amount of academic preparation for which column-placement credit is given. Column placement for new faculty members shall be established at the system office in accordance with Section 2, Subd. 1 "Definition of Columns" and Section 3 "In-Field and In-Field Advanced Degrees and Credits," below, and shall go into effect at the beginning of employment. In order for a faculty member's academic credentials to satisfy the thresholds for column placement below, the faculty member must have maintained ~~A~~an average grade of "B" in the academic credentials under consideration. ~~must be maintained.~~

#### **Subd. 1. Definition of Columns.**

**Column I.** All Ffaculty members who do not possess the academic credentials described for Columns II through V, respectively, below shall be placed on Column I.

**Column II.** Bachelor's degree or one hundred twenty (120) undergraduate semester credits.

**Column III.** Master's degree in the credential field, or a master's degree with fifteen (15) graduate semester credits (twenty-three (23) graduate quarter credits) in the credential field, or bachelor's degree with twenty-four (24) graduate semester credits (thirty-six (36) graduate quarter credits) in the credential field.

**Column IV.** Master's or doctoral degree with thirty (30) graduate semester credits (forty- five (45) graduate quarter credits) in the credential field.

**Column V.** Master's or doctoral degree with forty-five (45) graduate semester credits (sixty-eight (68) graduate quarter credits) in the credential field.

**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 when:

\* \* \* \* \*

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 infield graduate-level credits for initial column placement and for column-advancement purposes, provided that these credits were earned after the effective date of the 2021-2023 MSCF Master Agreement.

**Section 4. Column Advancement. Change. And Documentation.** ~~When faculty member applies, the application~~ A faculty member who is eligible to apply may apply for a change to advance the faculty member's current column placement for a column change based on either of the following paths. These two paths are described in greater detail in Section 4, Subdivisions 2 and 3, below.

- (1) Higher education the faculty member has completed that meets the criteria in Section 4, Subdivision 2, below; or
- (2) Alternative paths the faculty member has pursued that meet the criteria in Section 4, Subdivision 3, below.

The faculty member's application for column advancement shall specify on which of these paths the faculty member's request for column advancement is based.

**Subd. 1. Timing of All Faculty Applications for Column Advancement**

With respect to either of the above grounds for column advancement, no application for column advancement will be considered for summer-session. Applications submitted after the start of spring semester and before the start of fall semester will be deemed submitted for fall-semester review.

With respect to all applications for column advancement – i.e., applications made on either of

~~the two grounds listed above in this section, the effective date of an application approved for column advancement will be as follows: Provided the faculty member submits the application materials specified below prior to the start of the semester (fall or spring), the column advancement, if approved as provided in this Section, will be effective as of may be made at the start of the faculty member's assignment for that semester, including any any semester or of the extra days or weeks prior to the start of the semester that are included in the faculty member's assignment that precede the semester.~~

~~shall be reviewed on the basis of additional education gained after original placement or the previous column change. The system office shall review the application. When verified, a column change shall be granted.~~

**Subd. 2. Eligibility to Advance a Column Advancement Based on Higher Education.** ~~A column change may be made at the start of any semester or of the extra days or weeks that precede the semester. A faculty member may apply for column advancement based on higher education obtained by the faculty member that has not already been evaluated and approved for initial salary placement or a previous column advancement.~~

~~A faculty member may apply for a column advancement change once the faculty member has may be made by the completion of the of academic requirements as required for placement in the column to which the faculty member wishes to advance. These academic thresholds for the various columns are the same as those described in Section 2, Subd. 1 "Definition of Columns." the column.~~

~~The faculty member's Application for column advancement change must be documented and supported established as follows:~~

- ~~A. Prior to the start of the semester (fall or spring) for which the faculty member wishes the requested column advancement to go into effect, tThe faculty member must provide to the college Hhuman Resources designee a complete application for column advancement. The application must include: a written statement of the faculty member's intent to advance columns; - the grounds upon which the column advancement is being sought; and verification that the faculty member has completed the requirements for a column advancement. The faculty member must include with either copies of official transcripts to support the requested document column advancement, a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the semester. This material shall be delivered to the college human resources designee before the start of such semester or sent by e-mail prior to the start of such semester.~~
- ~~B. The college Human Resources designee will forward the faculty member's complete application for column advancement to the system office for review. The system~~

~~office will review the substance of the application. Provided that the system office's review concludes that the faculty member's submitted higher-education documentation has satisfied the grounds for column advancement, the column advancement will be granted. Once When documentation for a column change is provided to the system office has verified and at that the requested column advancement is warranted and approved, column change is verified by the system office, the salary of the faculty member will be adjusted accordingly. and sSuch adjustment will apply retroactively to the start of the faculty member's assignment for that semestere semester referred to in paragraph A. above. or the weeks attached to such semester.~~

~~C. Column advancement changes based on changes of assignment or credential field are subject to the same timing provisions of Section 4, Subd. 1, above, that apply to column advancement based on other grounds. may occur at the beginning of any academic semester.~~

~~D. A change of the assignment or credential field shall not result in a decrease in pay for a faculty member.~~

~~Subd. 2. Credits for In-Field for Occupational and Technical Areas.~~

~~A. Current faculty members will be granted in-field without any limitation if the credits are in-field or a part of a pre-approved degree or pre-approved on a course-by-course basis. A. If the faculty member holds a master's degree, then only graduate courses in-field will be approved, when in-field graduate courses are available. If i n - f i e l d graduate courses are not available, then pre-approved other graduate courses or relevant pre-approved undergraduate courses will be granted.~~

~~B. If the faculty member holds a bachelor's degree, then pre-approved graduate courses required for a master's degree in Education, Vocational Education, or Curriculum and Instruction will be granted.~~

~~C. If the faculty member does not hold a master's degree, then re-approved relevant undergraduate courses will be granted.~~

**[NEW] Subd. 3. Pilot: Column Advancement based on Alternative Paths.**

**A. Pilot Status of Subdivision 3.** The terms of this subdivision are a pilot, commencing upon ratification of this Agreement by the Legislature. This subdivision and all of its terms (as well as any related references outside of this Subdivision, located elsewhere in Section 4, Column Advancement) will sunset (end) effective June 30, 2025.

**B. Introduction.** As an alternative to column advancement based on higher education, faculty who meet the threshold eligibility criteria in Subdivision 3.C, below shall have the option to apply for column advancement by documenting, through the process described in this subdivision, alternative activities and accomplishments that fall within one or more of the

categories enumerated in Subdivision 3.F (“Other Requirements...”), below. In order to result in column advancement under this subdivision, such activities and accomplishments must also, when considered in the totality of the faculty member’s application, both:

- i. credibly demonstrate substance comparable to the completion of an academic degree (a bachelor’s degree for advancement to column II; a master’s degree for column III); and
- ii. exceed all of the following:
  - a) the minimum qualifications for the faculty member’s credential field;
  - b) the normal professional development required for the faculty member as part of the faculty member’s teaching assignment; and
  - c) certifications, knowledge, skills, and abilities of students graduating from the faculty member’s program.

**C. Eligibility Thresholds for Submission of Application.** In order to be eligible to submit an application for column advancement under this subdivision, in addition to being subject to the limitations in subdivision 3.G, below, a faculty member must meet all of the following requirements:

1. The faculty member must have accumulated a total of at least 1.0 FTE continuous service with the Minnesota State colleges at the time of application. For purposes of this paragraph, “continuous service” and “FTE” will be interpreted consistent with how these terms are used in subdivision 3.G(3)(a-e), below.
2. The faculty member must hold a faculty appointment status that is paid off the salary schedule (i.e., unlimited, fixed term (full-time or part-time), or temporary part-time);
3. If the faculty member holds a credential field, the faculty member’s appointment must be in a credential field for which there is no in-field advanced degree (i.e., master’s degree or higher) option for column advancement;
4. If the faculty member does not hold a credential field, the faculty member’s “designated assignment,” as defined by Minnesota State Board Policy, must be in a field, discipline, or program for which there is no advanced degree (i.e., master’s degree or higher) option for column advancement.
5. At the time of application, the faculty member must be positioned at either Column I or Column II on the MSCF salary schedule;

**D. Consultation and Pre-Approval.** Faculty members should discuss their intention to apply for column advancement with the faculty member’s supervising administrator in advance of undertaking activities intended to meet the criteria set forth in this subdivision. Faculty members

are strongly encouraged to seek, secure, and retain the college president's or president's designee's written, signed pre-approval of activities and experiences intended for this purpose. Such pre-approved agreements shall be honored by future changes in college administration.

**E. Activities/Accomplishments Undertaken Prior to Start of Pilot.** Although advance consultation as described in Subd. 3.D, above, is strongly encouraged, a faculty member's activities and/or accomplishments begun and/or completed prior to the start of this pilot will not be excluded from consideration, provided the activities/accomplishments otherwise meet the requirements of this subdivision.

**F. Other Requirements for Column Advancement.** In addition to meeting the terms in subdivision 3.B, above, and the application-eligibility thresholds in subdivision 3.C above, in order to receive column advancement under this subdivision, a faculty member's application must credibly prove that the faculty member engaged in activities or had experiences that fall within one or more of the following enumerated categories. These activities and experiences also must satisfy the requirements of Subd. 3.B.(i) and (ii), above.

- 1) Coursework and/or training recognized and certified by an organization that aligns with the faculty member's credential field and exceeds any certifications that might be obtained by students in the faculty member's college program as part of students' coursework and/or participation in the program. The faculty member may obtain such coursework and/or training concurrent with occupational (i.e., non-faculty) employment outside the faculty member's college; and/or
- 2) Documented research/study, which may be either theoretical or practical/applied in nature - which demonstrates innovation in skills and/or technologies within the faculty member's credential field as well as topical significance to leaders and practitioners in the faculty member's field; and/or
- 3) Authoring or co-authoring articles and/or professional-development materials, that align with the faculty member's credential field, in trade/industry-recognized national and/or international publications such as journals, magazines, and/or trade/professional-association resources; and/or
- 4) Leadership experiences and/or leadership positions in the occupational field that are of significant rigor, substance, and alignment with the faculty member's credential field; and/or
- 5) Membership in and/or certification by a national and/or international trade or professional association in the faculty member's credential field, provided that all of the following criteria are satisfied:

- a) Membership in and/or certification by the association is widely recognized nationally

and/or internationally by leading practitioners in the field as signifying the association's recognition and/or endorsement of the member's excellence in the field (i.e., that the person awarded membership meets the association's high standards in relevant areas including but not limited to: professional ability, expertise, innovation, and integrity); and

- b) Membership in and/or certification by the association is based on merit, with requirements/criteria for membership/certification that include substantial occupational (i.e., non-teaching) experience in the field as well as demonstrated, high-level professional skills/expertise and quality of work in the field; and
- c) The association must have a Governing Board and a published Code of Ethics.

#### **G. Limitations.**

1. Faculty members will not be permitted to advance beyond column III using this option. Faculty seeking column movement beyond column III must meet the requirements for columns IV and V as outlined in Article 13, Section 4, Subd. 2.
2. Faculty members will not be permitted to re-use activities, accomplishments, and/or experiences that were accepted and factored into the determination of the faculty member's initial column placement or a previous column advancement.
3. Faculty members may not advance columns under this subdivision more than once every three (3) years of continuous service. For purposes of this subdivision:
  - a. A faculty member's accumulated total of 1.0 continuous FTE will count as a year of service.
  - b. Continuous service shall mean holding a college faculty assignment at least one semester (fall and/or spring) in each academic year.
  - c. Continuous service in the any of the Minnesota State colleges shall be included in the calculation of full-time equivalency (FTE).
  - d. FTE will include all FTE worked in an academic year (i.e., fall and spring semester.)

- e. Faculty members working part-time and/or at multiple colleges, will have FTE aggregated for an academic year on a systemwide basis but truncated at 1.0 FTE for any given academic year.
- 4. Faculty members may not advance more than one column at a time under this subdivision.
- 5. Faculty members who possess an academic credential which does not fully satisfy the minimum qualifications for the system-established credential field are not eligible to apply for column advancement under this subdivision.

H. **Application for Column Change.** Faculty members wishing to apply for a column change pursuant to this subdivision must submit, as part of the faculty member's application, a portfolio that clearly describes and sufficiently documents and/or demonstrates how the faculty member meets the criteria for column advancement under this subdivision. The portfolio shall contain a table of contents. The application and portfolio shall be submitted to the faculty member's college Human Resources department. The timing provisions in Section 4, Subd. 1, above, will apply with respect to both submission of the faculty member's application as well as the effective date for any approved column advancement.

1. **College Evaluation and Decision.** The college's Human Resources and Academic Affairs divisions will collaborate to review the application and portfolio and may choose to consult with the program advisory committee, other subject matter experts in the field, and/or the system office in order to assess and determine whether the contents of the application and portfolio demonstrate that the faculty member has met the requirements for column advancement under this subdivision. The college shall provide the faculty member with written notice of the college's decision. If the college's decision is a denial, the college's written notice will include a summary of the reason(s) the faculty member's application was denied.

A college's determination(s)/decision(s) with respect to applications submitted under this subdivision will not set precedent regarding salary determinations of any kind at other colleges, systemwide, and/or made by the system office. Unless otherwise explicitly specified in this subdivision, college-based determination(s)/decision(s) with respect to column-advancement applications under this subdivision are not subject to the provisions of Article 27 ("Grievance Procedure").

2. **Appeal to College President.**



- a) If the college denies the faculty member's application for column advancement under paragraph H.1, above, the faculty member will have thirty (30) calendar days from the date of the college's written decision to submit an appeal of the denial to the college president.
- b) The faculty member must submit the appeal in writing. The faculty member's written appeal must clearly and specifically articulate good-faith reasons the faculty member believes the college's original decision to be in error and/or warranting reconsideration.
- c) The president's appellate review of materials submitted by the faculty member will be limited to the following: the faculty member's written rationale for the appeal and the original contents of the faculty member's application for column movement/portfolio. The faculty member may not submit additional, supplemental materials for inclusion in the portfolio at the appeal stage.
- d) The college president may grant or deny the appeal. The college shall provide the faculty member with written notice of the president's decision. If the president's decision is a denial, the written notice to the faculty member will include a summary of the reason(s) the faculty member's appeal was denied by the president.
- e) Appeal determination(s)/decision(s) by a college's president with respect to column-advancement applications submitted under this subdivision will not set precedent regarding salary determinations of any kind at other colleges, systemwide, and/or made by the system office.
- f) Unless otherwise explicitly specified in this subdivision, college-based determination(s)/decision(s) with respect to applications under this subdivision are not subject to the Article 27 Grievance Procedure.
- g) If, after having fully complied with the application criteria and requirements in this subdivision and the terms above for appeal to the college president, the faculty member and the local MSCF chapter believe the college's denial of the faculty member's application for column advancement under this subdivision is unwarranted, they may request that the MSCF bring the matter to a Joint Labor Management ("JLM") Meeting with Minnesota State for discussion. Following the JLM Meeting, the JLM committee may issue, with respect to the college's decision, a statement indicating the committee's concurrence, impasse, or recommendation that the college reconsider its decision. Before requesting to convene such a meeting with Minnesota State, the MSCF shall gather and assess the relevant underlying facts and confirm that:

- i. the faculty member’s application and appeal materials demonstrate compliance with the terms of this subdivision, and
- ii. the MSCF has determined the local request for system-level Joint Labor Management discussion to have merit.

Such meetings shall be scheduled as needed at the request of the MSCF, not to exceed one (1) per month absent mutual agreement between the MSCF and Minnesota State Labor Relations.

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## ADJUNCT WAGES

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

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### **Subd. 2. Adjunct.**

#### **A. Through the end of fall semester 2022:**

Adjunct faculty members who teach fewer than five (5) credits per semester will be compensated at the rate of five hundred and twenty-five dollars (\$525.00) to one thousand four hundred dollars (\$1,400.00) per semester credit. If a temporary or adjunct faculty member is rehired as an adjunct for a subsequent year, the faculty member shall be entitled to a minimum increase of one hundred dollars (\$100.00) per credit up to the maximum of one thousand four hundred dollars (\$1,400.00). An assignment in an academic year qualifies the faculty member to move up the pay increase progression if the faculty member is hired in any subsequent academic year. Current temporary or adjunct faculty will not be reduced in the wage per credit and will be granted a minimum increase of one hundred dollars (\$100.00) if employed as an adjunct in any subsequent year.

B. Effective for spring semester 2023:

Adjunct faculty members will be compensated at the rate of seven hundred and seventy-five dollars (\$775.00) to one thousand six hundred fifty dollars (\$1,650.00) per semester credit. If a faculty member who has previously held an academic-year (i.e., for purposes of this subdivision, fall semester or spring semester) adjunct appointment at any Minnesota State college is re-hired into an adjunct appointment at any Minnesota State college in a subsequent academic year, the faculty member shall be entitled to a minimum increase of two-hundred dollars (\$200) per adjunct credit (regardless of whether the faculty member held a different type of college faculty appointment under Article 20 in the interim period between the adjunct appointments), up to the per-credit maximum of one thousand six hundred fifty dollars (\$1,650.00).

## TUITION WAIVER

### ARTICLE 24 MISCELLANEOUS PROVISIONS

\* \* \* \* \*

#### 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. 2. Temporary Part-time Faculty.**

~~A. Access to the tuition waiver benefit by temporary part time faculty shall be based on assignments held on a semester by semester basis. Credits taught by temporary part time faculty members at different Minnesota State colleges shall be combined for meeting the twelve (12) credit minimum threshold to establish eligibility to use tuition waiver in accordance with this subdivision. Temporary part time faculty members, if requested, must report any multiple appointments to the human resources office processing the tuition waiver request. The part time faculty member shall be responsible for verifying that the~~

~~total credits taught in the semester meet the twelve (12) credit minimum threshold for eligibility. Upon request, the college(s) shall provide appropriate documentation of credits that the temporary part time faculty member will actually teach at its college for use in verifying the combined credits taught to meet the twelve (12) credit minimum.~~

~~B. If a temporary part time faculty member is assigned to twelve (12) or more credits or credit equivalents in fall semester the faculty member shall be able to use at any time during the academic year (defined as fall through summer) up to twelve (12) credits of tuition waiver for himself/herself or up to eight (8) credits for a spouse or dependent(s).~~

~~C. If a temporary part time faculty member is assigned to twelve (12) or more credits or credit equivalents in spring semester the faculty member shall be able to use at any time during the academic year (defined as fall through summer) an additional, twelve (12) credits of tuition waiver for himself/herself or an additional eight (8) credits for a spouse or dependent(s).~~

~~D. In no instance shall unused tuition waiver credits be carried over from one (1) academic year to another.~~

~~**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. 2. Temporary Part-time Faculty.**

~~E. Access to the tuition waiver benefit by temporary part-time faculty shall be based on assignments held on a semester-by-semester basis. Credits taught by temporary part-time faculty members at different Minnesota State colleges shall be combined for meeting the twelve (12) credit minimum threshold to establish eligibility to use tuition waiver in accordance with this subdivision. Temporary part-time faculty members, if requested, must report any multiple appointments to the human resources office processing the tuition waiver request. The part-time faculty member shall be responsible for verifying that the~~

~~total credits taught in the semester meet the twelve (12) credit minimum threshold for eligibility. Upon request, the college(s) shall provide appropriate documentation of credits that the temporary part-time faculty member will actually teach at its college for use in verifying the combined credits taught to meet the twelve (12) credit minimum.~~

~~F. If a temporary part-time faculty member is assigned to twelve (12) or more credits or credit equivalents in fall semester the faculty member shall be able to use at any time during the academic year (defined as fall through summer) up to twelve (12) credits of tuition waiver for himself/herself or up to eight (8) credits for a spouse or dependent(s).~~

~~G. If a temporary part-time faculty member is assigned to twelve (12) or more credits or credit equivalents in spring semester the faculty member shall be able to use at any time during the academic year (defined as fall through summer) an additional, twelve (12) credits of tuition waiver for himself/herself or an additional eight (8) credits for a spouse or dependent(s).~~

~~H. In no instance shall unused tuition waiver credits be carried over from one (1) academic year to another.~~

### **Subd. 1. General Provisions for Faculty Members' Own Use of Tuition-Waiver Benefit.**

- A. **Enrollment for Credit.** For purposes of their own tuition-waiver use ~~continuing education,~~ faculty members holding unlimited full-time, unlimited part-time, ~~temporary full-time~~ ~~temporary full-time~~ ~~fixed-term full-time,~~ ~~fixed term part-time,~~ and temporary part-time ~~(including converted temporary full-time)~~ ~~(temporary part-time~~ appointments shall be entitled to enroll, on a space-available basis ~~(as defined in Subd. 5.H, below)~~ in courses at any Minnesota State Colleges ~~and Universities institution~~ without payment of tuition, ~~subject to the applicable conditions in this Section.~~ Such enrollment shall ~~not exceed~~ ~~be limited to the number of tuition-waived credits that the faculty member is eligible to use, as described in this Section, and in no instance shall exceed~~ ~~a total of twenty-four (24) credits per annual tuition-waiver usage period, as defined in Subd. 5.I, below.)~~ year. ~~In no instance shall unused tuition-waiver credits be carried over from one annual tuition-waiver usage period to another.~~ ~~“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.~~
- B. **Auditing Courses.** ~~Current faculty members shall be entitled to use tuition-waiver to audit courses according to the same terms that would apply were the faculty member enrolling in the course for credit, except that that the faculty member may use the tuition-waiver benefit for auditing only those classes held at Minnesota State colleges.~~ ~~and F~~ ~~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. 2 Faculty in Unlimited Full-time, Unlimited Part-Time, and Fixed-Term Full-Time Positions.**

- A. **Faculty Members’ Own Use.** Faculty in unlimited full-time and unlimited part-time positions, regardless of whether the individual faculty member has completed the faculty member’s probationary period, and ~~fixed-term full-time positions~~ ~~probationary or unlimited status,~~ may themselves enroll, with tuition-waiver benefits, in up to twenty-four (24) credits at any Minnesota State Colleges and Universities institution, per annual tuition-waiver usage period, as defined in Subd. 5.I, below.
- B. **Spouse and Dependent Use.** ~~When a faculty member in an unlimited full-time, unlimited part-time, or fixed-term full-time position does not use the full tuition-waiver benefit for the faculty member’s own personal use,~~ the faculty member’s spouse ~~and/or~~ dependent(s) shall be eligible to use without payment of tuition ~~any unused portion of the faculty member’s total benefit up to~~ a maximum of sixteen (16) credits per ~~annual~~ ~~tuition-waiver usage period, as defined in Subd. 5.I below,~~ at any Minnesota State ~~c~~College.

~~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. 32. Faculty in Temporary Part-time and Fixed-Term Part-Time Positions.**

A. **Aggregation of Credits to Meet Temporary Part-Time Status.** Credits taught by faculty members who hold contemporaneous appointments at different Minnesota State colleges that, respectively, would fall within the credit-thresholds for adjunct appointments were their respective credit-loads not combined, shall be combined for purposes of tuition-waiver, on a per-semester (i.e., fall semester/spring semester) basis, for meeting the credit-threshold for temporary part-time status in Article 20, Section 5. Such faculty members, if requested, must report their contemporaneous multiple appointments to the Human Resources office(s) processing their tuition waiver request(s). The faculty member shall be responsible for verifying that the faculty member's total workload credits approved for the semester meet the credit-threshold for temporary part-time status. Upon request, the respective appointing colleges shall provide appropriate documentation of workload credits that the college has approved for the faculty member that semester.

— **B. Faculty Member's Own Use.** The amount of tuition-waiver benefits that temporary part-time faculty members and fixed-term part-time faculty members personally are eligible to use shall equal the number of credits the employing college(s) approves the faculty member to work on a per-semester (i.e., fall semester/spring semester) basis. If a faculty member holds contemporaneous appointments in a semester (e.g., temporary part-time at College A while the same semester holding a fixed-term-part time appointment at College B), the faculty member's assigned credits that semester will be combined for purposes of this paragraph. Such faculty members, if requested, must report their contemporaneous multiple appointments to the Human Resources office(s) processing their tuition waiver request(s). The maximum benefit earned in any single semester shall not exceed twelve (12) credits. However, the period in which any earned tuition-waiver benefits may be used by the faculty member is the annual tuition-waiver usage period, as defined in Subd. 5.I, below, provided that tuition-waiver benefits may not be used in an amount exceeding the number of benefit-credits thus far earned by the faculty member in that academic year.

— **C. Spouse and Dependent Use.** The amount of tuition-waiver benefits that a fixed-term part-time or temporary part-time faculty member's spouse and/or dependent(s) are eligible to use shall be based on the number of credits the employing college(s) approves the faculty member to work on a per-semester (i.e., fall semester/spring semester) basis and shall be subject to the threshold for eligibility and the usage limits

in Subd. 3.C(i), below. However, the period in which these benefits may be used is the annual tuition-waiver usage period, as defined in Subd. 5.I, below, provided that tuition-waiver benefits may not be used in an amount exceeding the number of benefit-credits thus far earned by the faculty member in that academic year. Any use of tuition-waiver benefits by a temporary part-time or fixed-term part-time faculty member's spouse and/or dependents(s) shall count against the faculty member's total available benefit earned under Subd. 3.B, above.

**i. Eligibility Threshold and Benefit Limit.**

- a. Fixed-Term Part-Time and Fall Semester Temporary Part-Time Appointments.** In order for a temporary part-time or fixed-term part-time faculty member to be eligible to use tuition-waiver benefits for the faculty member's spouse and/or dependent(s) in the fall semester of an annual tuition-waiver usage period, as defined in Subd. 5.I, below, the faculty member must be approved by the employing college(s) to work twelve (12) or more credits or credit-equivalents in the fall semester of the same tuition-waiver usage period. The faculty member's approved workload credits for the semester may be combined as described in Subd. 3.C.i.c, below, to meet this tuition-waiver eligibility threshold. Once the faculty member has met the eligibility threshold for fall semester, the faculty member's spouse and/or dependent(s) shall be able to use up to eight (8) credits of tuition waiver at any Minnesota State college. These tuition-waiver credits may be used at any time during the annual tuition-waiver usage period.
- b. Fixed-Term Part-Time and Spring Semester Temporary Part-Time Appointments.** In order for a temporary part-time faculty member with a spring-semester appointment or a fixed-term part-time faculty member to be eligible for tuition-waiver benefits for the faculty member's spouse and/or dependent(s) in the spring semester and/or summer session of that annual tuition-waiver usage period, as defined in Subd. 5.I, below, the faculty member must be approved by the employing college(s) to work twelve (12) or more credits or credit-equivalents in the spring semester of the same tuition-waiver usage period. The faculty member's approved workload credits for the semester may be combined as described in Subd. 3.C.i.c, below, to meet this tuition-waiver eligibility threshold. Once the faculty member has met the eligibility threshold for spring semester, the faculty member's spouse and/or dependent(s) shall be able to use up to eight (8) credits of tuition waiver at any Minnesota State college. These tuition-waiver credits may be used during the remainder (i.e., spring semester and summer session) of the annual tuition-waiver usage period.



**c. Aggregation of Credits to Meet Tuition-Waiver Eligibility Threshold.**

Credits taught by temporary part-time faculty members who hold contemporaneous part-time faculty appointments at different Minnesota State colleges shall be combined, on a per-semester (i.e., fall semester/spring semester) basis, -for meeting the twelve (12) credit minimum threshold to establish eligibility to use tuition waiver for the faculty member's spouse and/or dependent(s). Such faculty members, if requested, must report their contemporaneous multiple appointments to the Human Resources office(s) processing the tuition waiver request(s). The faculty member shall be responsible for verifying that the faculty member's total workload credits approved for the semester meet the twelve (12) credit minimum threshold for eligibility. Upon request, the respective appointing college(s) shall provide appropriate documentation of workload credits that the college has approved for the faculty member that semester for use in verifying that the faculty member has met the twelve (12) credit eligibility threshold.

**d. No Carryover.** In no instance shall unused tuition-waiver credits be carried over from one annual tuition-waiver usage period to another.

**Subd. 43. 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.

**Subd. 54. Specific Applications.** The following interpretation and application of tuition waiver shall apply.

**A. Enrollment When Course Credits Exceed Tuition-Waiver Benefits Available.**

~~**More than Allowed Credits.** A faculty member with earned tuition-waiver benefits available to use (and/or the faculty member's spouse and/or dependent(s)) may enroll in courses whose credits exceed the number of tuition-waiver credits available for the faculty member (and/or the faculty member's spouse and/or dependent(s)) to use. However, any credits in excess of the available benefit shall not be waived. When an eligible faculty member, spouse, or dependent registers for more than the available credits as per Subd. 1. above the full number of available credits of tuition shall be waived.~~

**B. Spouses.** Two (2) eligible unlimited full-time, unlimited part-time, or fixed-term full-time faculty members who are spouses of each other shall have twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) or thirty-two (32) per year for their dependents that they can apply however they decide between themselves.

**C. Dependents.** Dependents shall be defined in accordance with the Insurance Article, Article 19, Section 2, Subdivision 3.B (a) and (b).

**D. Fixed Station Labs.** An eligible faculty member, spouse, or dependent may register for a fixed station lab and cannot be “bumped out.” However, the eligible faculty member, spouse or dependent is not guaranteed a station if the maximum number of lab stations are taken by tuition paying students. A faculty member, spouse, or dependent shall be allowed to use the lab at other scheduled open times the same as other students, or other arrangements may be made with the instructor.

**E. Drop/Add.** An eligible faculty member, spouse, and/or dependent in a fixed station lab course or any other course for which tuition is being waived may drop such lab or course within the normal time limits of the drop/add policy of the college and transfer the appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the other provisions of this Article.

**F. Community Service Classes.** Community service classes shall not be eligible for tuition waiver under this Contract provision.

**G. ~~[Reserved.] Split Usage.~~** ~~The tuition waiver benefits may be split between an eligible faculty member, spouse and/or dependent in one (1) semester or a year as the faculty member chooses.~~

**H. “Space Available.”** For purposes of this Section, “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.

**I. Annual Tuition-Waiver Usage Period.** Tuition-waiver benefits for which a faculty member (and/or the faculty member’s spouse and/or dependents) is eligible may be used only in the period from the first day of the fall semester of the same academic year (in which the tuition-waiver benefit is earned) through the day before the start of the succeeding fall semester. Tuition-waiver benefits for which a faculty member becomes eligible in spring semester may only be used in spring semester through the day before the start of the succeeding fall semester.

**Subd. 65. Survivor Benefit.** In the event of the death of an MSCF faculty member holding either an unlimited full-time (UFT) or unlimited part-time (UPT) appointment (regardless of probationary status), the faculty member’s spouse and/or dependents ~~children~~ shall be eligible to use tuition waiver, subject to the ~~provisions for spouse and dependent use in Section 3, Subd. 2.B limits and rules applicable to spouses and dependent children established in the General Provisions of Article 24, Section 3, Subd. 1,~~ above, and the terms that follow in the present

subdivision. This survivor benefit shall expire at the end of the semester (or summer session) in which the five (5) year anniversary of the faculty member’s death falls. For purposes of this survivor benefit:

- A. Definition of Faculty Member. The term “faculty member” shall follow the term’s definition in Article 2 (“Definitions”).
- B. Leaves. If a UFT or UPT faculty member dies while on a paid or unpaid leave of absence pursuant to Articles 14 or 15, respectively, the faculty member’s spouse and/or dependent(s) ~~children~~ are eligible to use this survivor benefit.
- C. Separation. Spouses and/or dependents ~~children~~ of a former-UFT or former-UPT faculty member who dies after having separated from employment are not eligible to use this survivor benefit.
- D. Layoff. Spouses and/or dependents ~~children~~ of a UFT or UPT faculty member who dies while on notice of layoff are eligible to use this survivor benefit. If the death occurs after the effective date of the layoff, these family members are not eligible for the survivor benefit.
- E. Specific Applications. Provisions of the “Specific Applications” in Subd. ~~54~~, above, that apply to spouses and/or dependents ~~children~~ using tuition waiver pursuant to Subd. ~~24~~, above, continue to apply during their use of the survivor benefit.
- F. Unused Credits. Unused tuition-waiver survivor-benefit credits shall not be carried over from one ~~annual tuition-waiver usage period to(1) academie year to~~ another.

## FIXED-TERM APPOINTMENTS

### ARTICLE 2 DEFINITIONS

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**Employer**. “Employer” shall mean the Minnesota State Colleges & Universities (Minnesota State) Board of Trustees or its designees.

**Fixed-Term Appointment.** A “fixed-term appointment” is a type of faculty appointment pursuant to Article 20, Section 4. There are two types of fixed-term appointments: fixed-term full-time and fixed-term part-time. Unless otherwise provided in Article 20, Section 4, a fixed-term appointment terminates at the end of the appointment period. A fixed-term appointment carries no implication that the college will offer future employment to the faculty member beyond the appointment period.

**Grievance.** A “grievance” is defined as a written dispute or disagreement raised by a faculty member, an MSCF Chapter, or the State MSCF involving the Employer’s interpretation or application of the provisions of this Contract. An informal complaint is not a grievance.

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~~**Temporary Full-time Faculty Member.** A “temporary full-time faculty member” is defined as a faculty member who has been hired for a full-time assignment for an academic year.~~

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 4  
MSCF PAYROLL AND DEDUCTIONS**

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**Section 2. Pay Period.** Faculty members will be paid the total amount due in biweekly installments according to the applicable pay provisions ~~option~~ described in Subd. 1, Subd. 2, ~~or~~ Subd. 3, or Subd. 4 of this section, ~~as selected by the faculty member~~. Pay dates occur every other week and are ten (10) days after the end of the pay period in which the work was completed. Upon request, a faculty member shall be provided a summary that defines the specific item for which a salary payment was issued.

**Subd. 1. Additional Assignments.** Additional assignments, i.e. overload, ~~extended-extra duty days contract, weekend workshop, and Reasonable Credit Equivalences~~ will be paid, as selected by the faculty member, according to one of the payment methods in this subdivision, when the start and end dates of the assignment are known. ~~The employee may select either by~~ a lump sum payment, payable upon completion of the work, or in installments that span the length of the work performed.

**Subd. 2. Temporary Part-Time and Adjunct Faculty Members.** Temporary part-time faculty members (including temporary part-time faculty members converted to temporary full-time status per Art. 20, Sect. 5, Subd. 2) and adjunct faculty members with a minimum of a one-semester appointment will be paid in biweekly installments. Paychecks will begin the payday following the pay period in which the first day of work occurs~~red~~. The final paycheck will be ~~disbursed received~~ on the payday immediately following the pay period in which the final day of work occurs.

**Subd. 3. Contracted-Unlimited Faculty Members.** Faculty members who hold an appointment to an unlimited Full-time and part-time annual contract position faculty members as defined in the Contract will be paid the total amount due in biweekly installments. Paychecks will begin the payday following the pay period in which the first day of work occurs~~red~~. Paychecks will be in installments according to one of the following:

A. A nine (9) ~~or ten (10)~~ month paycheck ~~schedule option, under in~~ which the final paycheck will be ~~disbursed~~ on the payday immediately following the pay period in which the final day of work occurs; ~~or-~~

B. A twelve (12) month paycheck option, ~~in-under~~ which the final paycheck will be ~~disbursed received on the first regular pay date for in~~ the payroll period ~~that includes the of a biweekly sequence beginning with the first day of work and ending with the~~ last day immediately prior to the succeeding pay year. If the faculty member wishes to elect the twelve (12) month option (or to change the faculty member's paycheck disbursement from the nine (9) month schedule in Subd. 3.A, above, to the twelve (12) month option), the faculty member must make the new election prior to the start of the academic year for which the faculty member desires the twelve (12) month option to go into effect.

**Subd. 4. Fixed-Term Faculty Members.** Faculty members who hold an appointment to a fixed-term position will be paid the total amount due in biweekly installments. Paychecks for work in an academic year will begin the payday following the pay period in which the first day of work occurs. Paychecks will be disbursed in installments according to the applicable provisions described in Subd. 4.A or Subd. 4.B, below:

A. Faculty members holding a fixed-term position with an appointment period of one academic year will be paid according to the nine (9) month paycheck schedule, under which the final paycheck will be disbursed on the payday immediately following the pay period in which the final day of work occurs.

B. Faculty members holding a fixed-term position with an appointment period of greater than one (1) year will be paid as follows:

1. Unless the faculty member elects the twelve (12) month paycheck option described in Subd. 4.B.2, below, the faculty member's paychecks will be disbursed according to the nine (9) month paycheck schedule described in Subd. 4.A, above.
2. The faculty member may elect a twelve (12) month paycheck option (or change the faculty member's paycheck disbursement from the nine (9) month schedule described above in this subdivision to the twelve (12) month option) by making the new election prior to the start of the academic year for which the faculty member desires the twelve (12) month option to go into effect. Under the twelve (12) month option, the final paycheck will be disbursed on the first regular pay date for the payroll period that includes the last day immediately prior to the succeeding pay year. For fixed-term faculty who elect the twelve (12) month paycheck option pursuant to this paragraph, paycheck disbursement shall revert to the nine (9) month schedule for the last year of the fixed-term appointment.

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 11  
WORK ASSIGNMENTS**

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**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:

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**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~~ fixed-term full-time, fixed-term part-time, temporary part-time, and adjunct faculty if there are no unlimited full-time faculty members in the credential field at the college.

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 13  
WAGES**

The evaluation of each faculty member's credentials for initial salary schedule placement in accordance with this Contract will be conducted in the system office. Each applicant who is offered employment shall, at the time of the offer, be so notified in writing and shall be required to complete the salary schedule placement application forms. The faculty member and the MSCF's designee shall be notified concurrently in writing of the final column and step determination. Such determination shall be implemented at the beginning of any semester or of the extra days that precede the semester.

Challenges to the salary schedule placement shall be raised by either the individual faculty member or the MSCF within thirty (30) working days of receipt of the written placement to be considered. For faculty members hired on or after July 1, 2002, requests for re-evaluation will be granted one time during the employment of the faculty member. Such requests shall be made no later than the end of the first year following completion of probation. Such requests for ~~temporary full-time~~ fixed-term full-time, fixed-term part-time, and temporary part-time faculty shall be made no later than the end of six (6) semesters of employment.

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**[Section 1] Subd. 2. Placement for Re-employed Temporary Part-time, Converted Temporary Full-time, ~~Temporary Full-time~~ Fixed-Term Full-Time, Fixed-Term Part-Time, and Adjunct Faculty.** Temporary part-time, converted temporary full-time, ~~temporary full-time~~ fixed-term full-time, fixed-term part-time, and adjunct faculty who have had a break in service (defined as no assignments for four (4) or more consecutive semesters) and are re-employed will be placed on the salary schedule where s/he was at the time of separation and including any salary schedule reformatting and/or renumbering. If such step re-placement does not exceed the step limits, a faculty member may request to have relevant interim work experience evaluated for a higher step placement up to the step limit. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

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**Section 6. Step Movement.**

**Subd. 1. Career Steps.**

A. **Eligibility.** Effective July 1, 2018, all unlimited full-time, unlimited part-time, ~~temporary full-time~~ fixed-term full-time, fixed-term part-time, and temporary part-time (including temporary part-time faculty converted to temporary full-time per Article 20, Section 5, Subd.2) faculty members who have completed fifteen (15) consecutive years of service in the MSCF bargaining unit and who are not at the top step of the salary schedule shall, at the beginning the faculty member’s sixteenth (16<sup>th</sup>) consecutive year of service in the MSCF bargaining unit, receive one (1) additional step on the salary schedule.

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**Section 17. Applied Music.**

**Subd. 1. Credit Equivalency.** Unlimited full-time, unlimited part-time, ~~temporary full-time~~ fixed-term full-time, fixed-term part-time, and temporary part-time faculty (including temporary part-time faculty converted to temporary full-time per Article 20, Section 5, Subd.2)-who teach applied music (i.e., private music lessons) in addition to having other, non-applied-music assignments during the academic year (or semester, for faculty with appointments of less than a full academic year) will receive for the applied music assignment(s) credit equivalency of one (1) credit for every five (5) students with each student being equal to one-fifth (1/5) of a credit.

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 17  
PROFESSIONAL DEVELOPMENT**

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**Section 4. Sabbatical Leave.** The purpose of sabbatical leaves is to give faculty members the opportunity to secure additional education, training, or experience which will make them better



prepared for carrying out their college assignments, and will support the professional development of the faculty, the development needs of academic departments or areas, and the planned instructional priorities of the college/system mission.

No sick leave or personal leave shall be accumulated or credited to a faculty member during a sabbatical leave.

**Subd. 1. Sabbatical Leave.** A sabbatical leave shall be granted to unlimited full-time, ~~temporary full-time~~ fixed-term full-time, and unlimited part-time faculty who meet the following criteria:

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 19  
INSURANCE**

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**Section 2. Eligibility for Group Participation.** This section describes eligibility to participate in the group insurance program.

**Subd. 1. Faculty Members – Basic – Eligibility.** A faculty member may participate in the group insurance program if the faculty member:

A. Holds ~~a temporary full-time~~ one of the following:

1. an ~~An~~ appointment to an unlimited full-time position;
2. An ~~appointment to a~~ fixed-term full-time position;
3. A ~~an~~ appointment to an unlimited part-time ~~appointment~~ position with an annual guarantee of at least twelve (12) semester credits or its equivalent ~~;~~ or
4. An ~~appointment to a~~ fixed-term part-time position with an annual guarantee of at least twelve (12) semester credits or its equivalent; or

A.B. ~~\_\_\_\_\_~~ Holds a temporary part-time appointment and meets the following conditions:

1. Initial qualification requires an appointment at one (1) institution totaling at least six (6) credits per semester over two (2) consecutive academic year semesters. Such eligibility starts at the beginning of the second semester.
2. Once qualified, the faculty member remains qualified for each semester in which the faculty member's appointment at one (1) institution equals at least six (6) credits.
3. When the faculty member's semester appointment drops below six (6) credits, insurance eligibility will cancel for that semester, but will be reinstated when the semester appointment at one (1) institution returns to at least six (6) credits.
4. Once a break in service (defined as no assignments for one (1) full academic year) occurs (excluding summer session) initial qualification in Subd. 1B.1. above must be re-met.

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**Subd. 2. Faculty Members -- Special Eligibility.** The following faculty members are also eligible to participate in the group insurance program:

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**D. Summer Coverage - Unlimited Faculty After Resignation.** An unlimited faculty member who is enrolled in the group insurance program and who submits notice of a resignation effective following the faculty member's completion of~~but has completed~~ the academic year and is enrolled in the group insurance program continues that eligibility to participate in the group insurance program and the Employer contribution through the summer. This paragraph shall not apply to those faculty members who retire; however, faculty members who elect early retirement continue to be provided with the provisions of Article 16, Sections 3, 4, or 5. This paragraph does not change current practice relative to the provisions of Article 16, Sections 3, 4, or 5, if eligible.

E. **Summer Coverage – Temporary Part-Time Faculty.** A faculty member on a temporary part-time appointment (including temporary part-time converted to temporary full-time per Article 20, Section 5, Subd.2) who is eligible to participate in the group insurance program continues that eligibility during the summer if:

1. The faculty member has received written notice from the president (or the president's designee) of the employing college by May 31<sup>st</sup> of the current year that the same college intends to re-hire the faculty member into either:

- a) an insurance-eligible (i.e., at least six [6] credits or the equivalent) temporary part-time faculty position for the subsequent fall term;<sup>3</sup> or
- b) a fixed-term faculty position starting the subsequent academic year, or
- a)c) a probationary faculty position starting the subsequent academic year.
2. the faculty member has received and delivered to the president (or president's designee) of the employing college, by May 31<sup>st</sup> of the current year, written notice from the president (or president's designee) of another Minnesota State ~~College~~ college that the other college intends to hire the faculty member into either:
- a) an insurance-eligible (i.e., at least six [6] credits or the equivalent) temporary part-time faculty position for the subsequent fall term, or
- a)b) a fixed-term faculty position starting the subsequent academic year, or
- b)c) a probationary faculty position starting the subsequent academic year.<sup>1</sup>
- F. **Summer Coverage - Probationary Faculty.** A faculty member who is on a probationary appointment who is eligible to participate in the group insurance program continues that eligibility during the summer if:
1. the faculty member's probationary appointment will be continuing at the college the following academic year; or
  2. the faculty member's probationary appointment at the employing college will be ending by non-renewal at the close of the current academic year, and the faculty member has received written notice from the college president (or the president's designee) by May 31<sup>st</sup> of the current year that the same college intends to re-hire the faculty member into either a fixed-term faculty position or an insurance-eligible (i.e., at least six [6] credits or the equivalent) temporary faculty position at the college for the subsequent fall term; or
  3. the faculty member's probationary appointment at the employing college will be ending by non-renewal at the close of the current academic year, and the faculty member has received and delivered to the college president (or president's designee), by May 31<sup>st</sup> of the current year, written notice from the president (or president's designee) of another Minnesota State ~~College~~ college that other college intends to hire the faculty member into a probationary faculty position, starting the subsequent academic year.<sup>2</sup>

<sup>1</sup> Note: These proposed changes to Art. 19, Sec. 2, Subd. 2E(i) and 2E(ii) reflect additional revisions to the language tentatively agreed to by the parties on December 16, 2021. Please see the tentative agreement dated December 16, 2021, and signed December 17, 2021, for specifics on the earlier revisions to these subsections.

<sup>2</sup> Note: These proposed changes to Art. 19, Sec. 2, Subd. 2F(1-3) reflect additional revisions to the language tentatively agreed to by the parties on December 16, 2021. Please see the tentative agreement dated December 16, 2021, and signed December 17, 2021, for specifics on the earlier revisions to these subsections.

**G. Summer Coverage – Fixed-Term Faculty.** A faculty member on a fixed-term appointment who is eligible to participate in the group insurance program continues that eligibility during the summer if:

1. the faculty member's current fixed-term appointment will be continuing at the college for the subsequent fall term, or
2. the faculty member has received written notice from the president (or the president's designee) of the employing college by May 31<sup>st</sup> of the current year that the same college intends to re-hire the faculty member into either:
  - a) an insurance-eligible (i.e., at least six [6] credits or the equivalent) temporary part-time faculty position for the subsequent fall term, or
  - b) a different fixed-term faculty position starting the subsequent academic year, or
  - c) a probationary faculty position starting the subsequent academic year, or
3. the faculty member has received and delivered to the president (or president's designee) of the employing college, by May 31<sup>st</sup> of the current year, written notice from the president (or president's designee) of another Minnesota State college that the other college intends to hire the faculty member into either:
  - a) an insurance-eligible (i.e., at least six [6] credits or the equivalent) temporary part-time faculty position for the subsequent fall term, or
  - b) a fixed-term faculty position starting the subsequent academic year, or
  - c) a probationary faculty position starting the subsequent academic year.

**G.H. Sabbatical Leave.** A faculty member eligible to participate in the group insurance program immediately prior to taking a sabbatical leave continues that eligibility during the sabbatical leave.

**H.I. Faculty Members on Layoff.** An unlimited faculty member who has been laid off, whose layoff option under Article 22, Section 8 is Option A, and who was eligible to participate in the group insurance program immediately prior to being placed on layoff continues that eligibility during the recall period.

**H.J. Faculty Members on Unpaid Leave of Absence.** A faculty member who is eligible to participate in the group insurance program immediately prior to taking an unpaid leave of absence continues that eligibility during the unpaid leave of absence at the faculty member's own expense.

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**Section 3. Eligibility for Employer Contribution.** This section describes eligibility for Employer contribution toward the cost of coverage.

**Subd. 1. Full Employer Contribution.** ~~A f~~Faculty members shall be eligible to receive the full Employer contribution for health, dental and basic life coverage (s) ~~in accordance with the following if the faculty member: if the faculty member:~~

~~A. Unlimited and Temporary Full-time Faculty Holds~~ Holds one of the following:;

- ~~1. Unlimited~~ An appointment to an unlimited full-time position;;
- ~~2. An appointment to a fixed-term full-time position;~~
- ~~3. unlimited~~ An appointment to an unlimited part-time position, the annual guarantee of which, alone or when combined with other assignments worked by the faculty member at the same or another Minnesota State college during the academic year, ~~and temporary full-time faculty members covered by this Contract and whose total appointments are~~ is at least seventy-five percent (75%) of the full-time work assignment load for the academic year; ~~or;~~
- ~~4. An appointment to a fixed-term part time position, the annual guarantee of which, alone or when combined with other assignments worked by the faculty member at the same or another Minnesota State college during the academic year, is at least seventy-five percent (75%) of the full-time work assignment load for the academic year; or;~~

~~B. Holds an appointment to a fixed-term part-time position and meets one of the conditions below for the associated contribution benefit:~~

- ~~1. When a faculty member holds an appointment to a fixed-term part-time position which, alone or when combined with other assignments worked by the faculty member at the same or another Minnesota State college during fall semester, results in the faculty member's being assigned twelve (12) or more credits or credit equivalents fall semester, then the faculty member shall receive the full Employer contribution for that semester;~~
- ~~2. When a faculty member holds an appointment to a fixed-term part-time position which, alone or when combined with other assignments worked by the faculty member at the same or another Minnesota State college during spring semester, results in the faculty member's being assigned twelve (12) or more credits or credit equivalents spring semester, then faculty member shall receive the full Employer contribution for that semester;~~

A.C. Holds a temporary part-time appointment and meets one of the conditions below for the associated contribution benefit: **Temporary Part-time Faculty.**

1. When a temporary part-time faculty member is assigned to twelve (12) or more credits or credit equivalents in fall semester then the faculty member shall receive the full Employer contribution for that semester.
2. When a temporary part-time faculty member is assigned for twelve (12) or more credits or credit equivalents in spring semester then the faculty member shall receive the full Employer contribution for that semester.
3. If a temporary part-time faculty member is eligible for insurance coverage during the summer, the level of the Employer contribution (full or partial) shall be the same as the temporary part-time faculty member received during the immediately preceding spring semester. However, if the aggregate number of credits assigned to the temporary part-time faculty member for the academic year (fall and spring semesters) is twenty-four (24) or more the faculty member shall receive the full Employer contribution for insurance during the summer regardless of the level received during the immediately preceding spring semester.

**Subd. 2. Partial Employer Contribution.** Faculty members who are eligible for the partial Employer contribution for health, dental and basic life coverage (s) shall receive the full Employer contribution for basic life coverage, and at the faculty member's option, the partial contribution for health and dental coverage(s). The partial Employer contribution for health and dental coverage(s) is fifty percent (50%) of the full cost. ~~Eligibility shall be in accordance with the following:~~ The following will receive the partial Employer contribution:

A. **Faculty with Unlimited Faculty Part-Time Appointments.**

1. ~~Unlimited faculty members covered by this Contract and~~ Faculty holding unlimited part-time appointments whose total appointments are at least six (6) credits per semester but less than seventy-five percent (75%) of the fulltime work assignment load for the academic year.

B. **Faculty with Temporary Part-Time Faculty Appointments.**

1. ~~When a~~ Faculty members holding temporary part-time appointment(s) who meet the basic-eligibility criteria in Article 19, Section 2, Subd. 1.B temporary part-time faculty member is and who are assigned to at least six (6) credits but less than twelve (12) credits or credit equivalents in fall semester ~~then the faculty member~~ shall receive the partial Employer contribution for that semester.

2. ~~Faculty members holding temporary part-time appointment(s) who meet the basic-eligibility criteria in Article 19, Section 2, Subd. 1.B When a temporary part-time faculty member is and who are~~ assigned to at least six (6) credits but less than twelve (12) credits or credit equivalents in spring semester ~~then the faculty member~~ shall receive the partial Employer contribution for that semester.

**C. Fixed-Term Part-Time Faculty.**

1. When a fixed-term part-time faculty member is assigned to fewer than twelve (12) credits or credit equivalents in fall semester, the faculty member shall receive the partial Employer contribution for that semester.
2. When a fixed-term part-time faculty member is assigned to fewer than twelve (12) credit or credit equivalents in spring semester, the faculty member shall receive the partial Employer contribution for that semester.
2. ~~Faculty members holding fixed-term part-time positions whose appointments have an annual guarantee of at least forty percent (40%) but less than seventy-five percent (75%) of the full-time work assignment load for the academic year will receive the partial Employer contribution for the academic year.~~

**Subd. 3.** The following faculty members also receive an Employer contribution:

**A. Faculty Members on Layoff.**

1. An unlimited faculty member who receives a full Employer contribution, who has three (3) or more years of continuous service, who has been laid off, and whose layoff option under Article 22, Section 8 is Option A, remains eligible for the full Employer contribution and all other benefits provided under Article 19 for twelve (12) months in accordance with Article 22, Section 8, Option A, Subd. 6, Group Insurance.
2. An unlimited full-time faculty member who receives a full Employer contribution, who has three (3) or more years of continuous service, who has been laid off, and who selects Option B under Article 22, Section 8, shall receive into their HCSP account an amount equivalent to the employer-paid portion of one (1) year of health, dental, and basic life insurance in accordance with Article 22, Section 8, Option B, Subd. 3, Contribution to Health Care Savings Plan (HCSP).

- B. **Work Related Injury/Disability.** A faculty member who receives an Employer contribution and who is off the state payroll due to a work related injury or a work related disability remains eligible as long as such a faculty member receives workers' compensation payments. If such faculty member ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 15, Section 4 the faculty member shall be eligible during that leave.
- C. **Summer Coverage - Unlimited Faculty After Resignation.** An unlimited faculty member who is enrolled in the group insurance program and who submits a notice of resignation effective following the faculty member's completion of ~~but has completed~~ the academic year ~~and is enrolled in the group insurance program~~ continues to receive the Employer contribution that eligibility through the summer at the same level of Employer contribution as the faculty member was receiving immediately prior to the end of spring semester. This paragraph shall not apply to those faculty members who retire; however, faculty members who elect early retirement continue to be provided with the provisions of Article 16, Sections 3, 4, or 5. This paragraph does not change current practice relative to the provisions of Article 16, Sections 3, 4, or 5, if eligible.
- ~~D.~~ **D. Summer Coverage - Temporary Part-Time Faculty.** A faculty member on a temporary part-time appointment (including temporary part-time converted to temporary full-time per Article 20, Section 5, Subd.2) who is eligible for an Employer contribution and who is eligible to participate in the group insurance program during the summer under the terms of Article 19, Section 2, Subd. 2.E, above, ~~for an Employer contribution~~ continues to receive the Employer contribution during the summer at the same level of Employer contribution as the faculty member was receiving immediately prior to the end of spring semester. ~~if notice has been received from the college president (provost) or designee by May 31<sup>st</sup> of each year that the faculty member will be re-hired in an insurance eligible position (at least six (6) credits or its equivalent) for the subsequent fall term.~~
- ~~E.~~ **E. Summer Coverage - Probationary Faculty.** A faculty member ~~who is~~ on a probationary appointment who is eligible for an Employer contribution and who is eligible to participate in the group insurance program during the summer under the terms of Article 19, Section 2, Subd. 2.F, above, continues to receive the Employer contribution during the summer at the same level of Employer contribution as the faculty member was receiving immediately prior to the end of spring semester. ~~if the faculty member is either continuing on at the college for another year or has been hired at another college by May 31<sup>st</sup> of each year.~~
- F. Summer Coverage - Fixed-Term Faculty.** A faculty member on a fixed-term appointment who is eligible for an Employer contribution and who is eligible to participate in the group insurance program during the summer under the terms of Article 19, Section 2, Subd. 2.G, above, continues to receive the Employer contribution during the summer at



the same level of Employer contribution as the faculty member was receiving immediately prior to the end of Spring semester, subject to the following exception:

—If the aggregate number of credits assigned to the fixed-term part-time faculty member for the academic year (fall and spring semesters), from the fixed-term part-time appointment alone or when combined with other assignments worked by the faculty member at the same or another Minnesota State college, is twenty-four (24) or more, the faculty member shall receive the full Employer contribution for insurance during the summer regardless of the level received during the immediately preceding spring semester.

**F.G. Sabbatical Leave.** A faculty member eligible for an Employer contribution immediately prior to taking a sabbatical leave continues to receive the Employer contribution during the sabbatical leave.

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 20  
APPOINTMENTS AND CREDENTIAL FIELDS**

**Section 1. Appointments.** All appointments shall be made by the college via a letter of appointment which includes the type of appointment, the length of appointment (if not an unlimited position), the faculty member's address, State of Minnesota employee identification number, and the wages. The college shall provide the MSCF with a copy of this letter of appointment. In the case of adjunct and temporary part-time faculty, a letter of appointment will be used which includes information regarding the managerial right to cancel some or all of the temporary appointment in order to fulfill the contractual obligations to unlimited full-time and unlimited part-time faculty.

**Subd. 1. Types of Appointments.** ~~The following types of appointments may be made: Appointments will be one of the following types: unlimited full-time, unlimited part-time, fixed-term full-time, fixed-term part-time, temporary full-time, temporary part-time, and adjunct.~~

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**Section 4. Fixed Term.**

**Subd. 1. Definitions.** A fixed-term faculty appointment is an appointment at a single college for a limited period of time, subject to the definitions in Subdivisions 1.A and 1.B of this section, below, and the parameters in Subdivision 3 of this section, below. There are two types

of fixed-term appointments: fixed-term full-time and fixed-term part-time. The two types of fixed-term appointments are defined in Subdivisions 1.A and 1.B, below. A fixed-term appointment terminates at the end of the appointment period, except as provided in Subdivision 3. A fixed-term appointment carries no implication that the college will offer future employment to the faculty member beyond the appointment period.

- A. **Fixed-Term Full-Time Faculty Appointment.** A fixed-term full-time faculty appointment is a full-time appointment at a single college for a duration of not less than one (1) academic year and not more than three (3) academic years.
- B. **Fixed-Term Part-Time Faculty Appointment.** A fixed-term part-time faculty appointment is a part-time appointment at a single college with a minimum workload guarantee between forty percent (40%) and ninety-five percent (95%) of the full-time work- assignment load per academic year for a duration of not less than one (1) academic year and not more than three (3) academic years.

**Subd. 2. Minimum Qualifications.** A faculty member hired into a fixed-term full-time or fixed-term part-time appointment must meet the minimum qualifications for the credential field of the position. Transfers of unlimited full-time faculty to fixed-term full-time positions are also subject to the provisions in Article 22, Section 9, Subdivision 2.

**Subd. 3 Posting and Duration.** Except as provided in this subdivision, a fixed-term position will be posted prior to being filled. A college's posting of a fixed-term position will indicate the number of academic years constituting the duration of the fixed-term appointment. A fixed-term position must be posted with a system-established credential field. If the fixed-term position is part-time, the posting will include the minimum annual guaranteed percentage of a full-time work-assignment load.

A. **Duration of Fixed-Term Full-Time Faculty Appointments.** The duration of a fixed-term full-time appointment will not be less than one (1) academic year and will not be more than three (3) academic years. Subsequent to the start of a fixed-term full-time appointment whose posted duration was fewer than three (3) academic years, the appointing college may extend the length of the appointment up to the maximum total duration of three (3) academic years without re-posting the position, provided no faculty who have received notice of layoff or laid-off faculty are on the unlimited full-time layoff or recall list in the same credential field. The college will memorialize extensions in writing to the faculty member holding the fixed-term appointment, with a copy to the MSCF.

A-B. **Duration of Fixed-Term Part-Time Faculty Appointment.** The duration of a fixed-term part-time appointment will not be less than one (1) academic year or more than three (3) academic years. Subsequent to the start of a fixed-term part-time appointment, a

college may extend the length of the appointment up to the maximum total duration of three (3) academic years without re-posting the position, provided no faculty who have received notice of layoff or laid-off faculty are on the unlimited full-time layoff or recall list in the same credential field. The college will memorialize extensions in writing to the faculty member holding the fixed-term appointment, with a copy to the MSCF.

**B.C. Termination of Fixed-Term Appointments.** Unless a college has a bona fide, good, and sufficient reason(s) to end a fixed-term appointment early or the incumbent faculty member voluntarily separates, a fixed-term faculty appointment will terminate at the end of the appointment period indicated in the posting/letter of appointment, or, if the appointment has been extended, in the college's letter of extension. For purposes of this paragraph, bona fide, good, and sufficient reasons to end a fixed-term appointment early include, but are not limited to, declining enrollment, loss of grant funding, closure of a college program related to the fixed-term position, disciplinary dismissal for cause, termination of the fixed-term position to fulfill the contractual obligations to unlimited faculty, or the termination of a fixed-term position in conformance with Article 22, Section 1, Subdivision 3 or Article 22, Section 4, Subdivision 2 prior to implementing layoff of an unlimited faculty member.

**D. Claiming of Fixed-Term Appointments by Unlimited Faculty on Layoff or Who Have Received Notice of Layoff.** Unlimited faculty on layoff or who have received notice of layoff may not bump a faculty member holding an active fixed-term appointment. However, an unlimited faculty member on layoff or who has received notice of layoff may claim a posted fixed-term appointment in conformance with Article 22, Section 8, Option A, Subdivision 4.

#### **Subd. 4. Conversion and Subsequent Unlimited/Probationary Status of Fixed-Term Full-Time Position.**

**A.** The college may, with the faculty member's written agreement, convert a fixed-term full-time position into an unlimited full-time position at any point during the fixed-term full-time appointment period without posting a new position, provided: the incumbent fixed-term full-time faculty member will be appointed to the unlimited position; there are no unlimited full-time faculty on notice of layoff or laid off in the same credential field; and the faculty member meets the system-established minimum qualifications for the credential field. The faculty member's seniority will be determined consistent with Article 21, Seniority.

**B. If a faculty member:**

1. has held a single non-grant-funded, fixed-term full-time appointment for at least two (2) full consecutive academic years at a college, and
2. while actively holding the same non-grant-funded, fixed-term full-time appointment,

requests that the faculty member's appointment status be converted from fixed-term full-time to unlimited full-time, the college may grant such status conversion if agreed to by the college president, provided there are no unlimited full-time faculty on notice of layoff or laid off in the same credential field; and the faculty member meets the system-established minimum qualifications for the credential field. The faculty member's seniority will be determined consistent with Article 21, Seniority.

C. Notwithstanding the probationary-status provisions of Section 2 and Section 3 of this Article, if a faculty member has completed at least one semester in a single fixed-term full-time appointment at a college and either:

1. the college converts the fixed-term full-time position into an unlimited full-time position in accordance with Subdivision 4.A above, or
2. the faculty member is subsequently rehired, after no more than a two (2) academic-year separation from the fixed-term full-time position, into an unlimited full-time or unlimited part-time position at the same college in the same credential field as the fixed-term full-time position,

the faculty member's probationary period in the unlimited position will be reduced by the number of semesters of completed service in the fixed-term full-time appointment.

~~**Section 4. Temporary Full-time.** A temporary full-time faculty member is defined as a faculty member who has been hired for a full-time assignment for an academic year. A temporary full-time faculty member must meet the minimum qualifications for the credential field of the position. Such employment terminates at the end of the stated appointment. When the length of the temporary full-time position is known to be more than one year, the posting shall indicate the number of years. The typical duration of the posted position will be one (1) academic year, but a temporary full-time appointment may be continued for up to five (5) years without posting in the interim if no unlimited full-time faculty member is on layoff. Notwithstanding the provisions contained in Article 22, Section 9, Subd. 2, faculty who transfer to a temporary full-time position posted for more than one year shall be granted the position for the number of years contained in the posting.~~

~~When a faculty member who has held a temporary full-time appointment for three (3) full academic years is rehired to an unlimited full-time position in the same established credential field, the faculty member shall receive an unlimited full-time appointment rather than a probationary appointment. If a faculty member who holds a temporary full-time appointment for six (6) or more years at a college requests unlimited status, s/he shall be granted such status if agreed to by the college president. If a faculty member who holds a non-grant funded temporary full-time appointment for six (6) consecutive years at a college requests unlimited status, he/she shall be granted such status.~~

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**Section 7. Hiring Practices.** The Employer will ensure 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, and 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:

- A. No later than February 15 of each year, the Employer shall provide the MSCF with a report of total MSCF bargaining unit employment at all technical colleges, community colleges and comprehensive community colleges for the current year. This report will include all credit assignments, including overload during the academic year, activity credits, and fifty percent (50%) of the concurrent enrollment, provided by full-time and part-time faculty regardless of bargaining unit eligibility. It shall include all persons who are paid wages by the college or system regardless of funding source.
- 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.
- C. The work that is done by adjunct and temporary part-time (including temporary part-time faculty converted to temporary full-time per Art. 20, Section 5, Subd. 2) faculty members ~~temporary faculty members~~ who are hired as replacements for sabbatical leaves and for MSCF release time shall be subtracted from the total at each college.
- D. The hiring practices requirement of seventy percent (70%) state-wide and sixty percent (60%) at each college shall be established by multiplying the total MSCF employment as described above times 0.70 and 0.60 and rounded to the nearest whole number. If the rounding down causes the percentage to go below seventy percent (70%) and sixty percent (60%), the number will be rounded up.

**Subd. 2. Verification of Rosters.** The unlimited full-time and unlimited part-time faculty rosters as of February 15 shall include all instructors, counselors and librarians. No later than March 15 of each year, the system office and the MSCF shall jointly produce an analysis of the unlimited full-time headcount FTE plus unlimited part-time minimum guarantee FTE of MSCF faculty employed at each technical college, community college and consolidated

community college for the current academic year. The analysis will examine each college. Customized Training faculty members as defined in Article 28 shall not be included in this analysis.

- A. Faculty who have been terminated for cause or have been non-renewed as of February 15 shall be subtracted from the total. Any faculty member who is on an unpaid leave of absence to serve as a Minnesota State administrator for more than three (3) years shall also be subtracted from the total.

The difference between the number of unlimited full-time headcount FTE plus part-time unlimited minimum guarantee FTE faculty currently employed at each college as of February 15 and respective of deletions indicated above and the number needed to insure seventy percent (70%) and sixty percent (60%) as established in Subd. 1, paragraphs A and B above shall be the minimum number posted and hired. The posting of the required number of unlimited full-time positions needed to be in compliance with the hiring practices above shall occur no later than March 31, to allow for filling at the start of the next academic year. It is the intent of this section to provide compliance by the beginning of the next academic year. The system office and the MSCF will meet no later than May 1 to assure that the number of positions posted will bring the colleges into compliance.

Class size increases may not be used to alter the ratio of unlimited full-time faculty to temporary part-time faculty.

Colleges with a higher percentage of unlimited full-time headcount FTE plus unlimited part-time minimum guarantee FTE faculty than the sixty percent (60%) referenced above may not use the percentage of faculty as a reason to issue layoff notices.

When special circumstances exist and agreement is reached between the MSCF and the Chancellor, terms of this subdivision may be waived or altered.

**Subd. 3. Pilot: Inclusion of Fixed-Term FTE Toward Hiring Practices.** For Fiscal Years 2023, 2024, 2025, and 2026, fifty percent (50%) of fixed-term full-time faculty total guaranteed FTE and fifty percent (50%) of fixed-term part-time faculty total guaranteed FTE will count towards the seventy percent (70%) and sixty percent (60%) hiring-practices thresholds described in Section 7, Subdivisions 1 and 2, above.

**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 22  
LAYOFF AND FACULTY TRANSFERS**

**Section 1. Layoffs.** Layoffs of unlimited faculty members may occur only when necessary for bona fide, good, and sufficient reasons.

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**Subd. 3. Order.** Layoffs shall be based on inverse seniority within the credential field. A faculty member shall not be laid off if a less senior faculty member in the college holds a position for which the first faculty member is qualified and has greater seniority at the college. No layoffs shall be made if the college continues to employ part-time faculty members who are providing bargaining unit work in the faculty member's credential field(s).

A. Post Retirement Annuitant members in the credential field shall be terminated before a probationary faculty member is terminated.

~~B.~~ Temporary part-time (including temporary part-time faculty converted to temporary full-time per Article 20, Section 5, Subd. 2) and/or adjunct faculty members in the credential field shall be terminated before a ~~probationary faculty~~fixed-term faculty member is terminated.

~~B.C.~~ Fixed-term faculty members in the credential field shall be terminated before any probationary faculty member is terminated.

~~C.D.~~ Probationary faculty members in the credential field shall be terminated before any unlimited faculty member is laid off.

~~D.E.~~ Unlimited part-time faculty shall be laid off based on inverse seniority within the credential field prior to any unlimited full-time faculty member.

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**Section 4. Layoff Procedure for Colleges with Multiple-Campuses or Sites.** The following provisions are operative on a college-wide basis.

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**Subd. 2. Issuance of Layoff Notices and/or Termination Notices and Identification of Positions to be Eliminated.**

A. Layoff notices shall be given to the least senior faculty member(s) in the area of assignment/licensure from which positions are being eliminated.

B. Termination notices shall be issued in the following order:

1. Temporary part-time faculty (including temporary part-time faculty converted to temporary full-time per Article 20, Section 5, Subd. 2) and/or adjunct faculty
- 1.2. Fixed-term faculty
- 2.3. Probationary faculty

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**Section 7. Notification of Posted Vacancies.** The system office shall distribute vacancy notices via the Minnesota State Employment Opportunities to the colleges for posting on the official bulletin board simultaneous with any external advertisements or postings. A copy shall also be sent to the MSCF President or designee. All unlimited full-time, ~~temporary full-time~~ fixed-term full-time, fixed-term part-time, and unlimited part-time MSCF positions shall be posted unless otherwise agreed to by the Employer and the MSCF. No position shall be filled until at least fifteen (15) calendar days have elapsed after posting date of the Minnesota State Employment Opportunities, unless the system office and the MSCF have mutually agreed to an exception.

### **Section 8. Layoff Benefits**

**Eligibility.** Eligibility for benefits provided by this section requires the unlimited faculty member to be employed by a Minnesota State College at the time of layoff notice.

The MSCF field representative will facilitate the discussions between the individual faculty member and the administration during the process of selecting either Option A or Option B outlined below. The faculty member must make an irrevocable choice and inform the college of that choice no later than December 1<sup>st</sup> of the calendar year preceding the effective date of layoff.

#### **Option A**

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**Subd. 4. Claiming Vacant Positions.** Faculty members who have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years and who are covered by this section may claim and reserve positions as specified below.

- A. **Claiming Period for Unlimited Full-time Faculty.** For a period of four (4) years a laid off unlimited full-time faculty member may claim any posted bargaining unit vacancy in any of the Minnesota technical, community or consolidated colleges for which s/he meets the system established minimum qualifications for the credential field of the vacancy. If more than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.



B. **Claiming Period for Unlimited Part-time Faculty.** For a period of two (2) years, a laid off unlimited part-time faculty member may claim ~~any~~ the following at the college from which the the faculty member is laid off: adjunct assignment(s), temporary part-time assignment(s), or a posted fixed-term part-time assignment. ~~at the college from which s/he is laid off and for which s/he~~ The faculty member must meets the system established minimum qualifications for the assigned field or license of the vacancy and provided s/he has also must meet ~~met~~ the recency requirement by having updated ~~ing his/her the faculty member's~~ knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years. If more than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.

C. **Process for Claiming Vacancies.**

2. **Notice of Full-time Vacancies.** The system office shall notify all unlimited full-time faculty members on notice of layoff or on layoff of all full-time vacancies within the system as soon as positions are open.

Once a faculty member on layoff has claimed and been awarded a vacancy within the system, the claimed position may not be withdrawn.

3. **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.

4. **Order of Claiming Posted Vacancies.** Current faculty members who have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim vacant unlimited full-time, ~~or temporary full-time~~ fixed-term full-time, ~~or~~ unlimited part-time, or fixed-term part-time positions for which they are qualified in the following order:

a. Unlimited full-time faculty members who have been notified of layoff and hold the credential field or meet system established minimum qualifications for the credential field;

- b. Unlimited full-time faculty members in the order of seniority who are employed in a credential field at a college in which a faculty member is on notice of layoff.
- c. Unlimited full-time faculty members who have been notified of layoff or are laid off and within the claiming period indicated in Section 8, Subd. 4. A. above and who reserve the position via Subd. 7. below by declaring such and by preparing an approved/amended retraining plan to meet system established minimum qualifications for the position.

**D. Claiming ~~Part-time—Adjunct and Temporary 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,<sup>3</sup> such as in Appendix C, part B.2, who are on layoff shall have claiming rights to adjunct and temporary part-time work assignments~~-,~~ as follows:

**2. Order of Claiming ~~Adjunct and Temporary Part-time~~ Work Assignments.**

Current faculty members who are on layoff and have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim part-time work for which they are qualified in the following order:

- a. Unlimited full-time faculty members who are on layoff and hold the credential field or meet the system established minimum qualifications for the credential field.
- b. Unlimited part-time faculty members who are on layoff and hold the credential field or meet the system established minimum qualifications for the credential field may claim ~~the adjunct and temporary~~ part-time work at the college from which they are laid off, in seniority order.

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**Section 9. Faculty Transfers.**

**Subd. 1. Applying for a Permanent Transfer.** A permanent transfer shall only be by mutual consent of the system office, the faculty member, and the MSCF. An unlimited full-time or unlimited Part-time faculty member who has not received a layoff notice and does not qualify to claim a vacancy and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy, if s/he meets the system established minimum qualifications for the credential field of the vacancy at the time of the

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<sup>3</sup> NOTE: This technical correction was part of the parties' March 31, 2022 Tentative Agreement. It is included here for the reader's convenience.

application. Unlimited faculty who apply for vacant positions shall do so by letter to the system office and the college human resources designee within the posting period. The system office shall notify the college where the vacancy is posted of those unlimited faculty who must be provided with an interview. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

**Subd. 2. Transfer to a ~~Temporary Fixed--Term Full-Time Position~~.** When the college administration decides to post a ~~temporary full-time fixed-term 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 fixed-term 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 <sup>4</sup> 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.

All eligible unlimited full-time faculty members who apply for such a temporary transfer shall be considered for the vacancy. The eligible faculty member with the greatest system seniority shall be granted the temporary transfer unless the administration can provide specific valid reasons to prevent the transfer. Other candidates will only be considered for the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of the ~~temporary fixed-term full-time~~ position, the faculty member shall be returned to previous position. The faculty member shall retain and accrue seniority at the college from which the temporary transfer took place.

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**(FIXED-TERM APPOINTMENTS, CONT.)**

**ARTICLE 24  
MISCELLANEOUS PROVISIONS**

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<sup>4</sup> NOTE: This technical correction was part of the parties' March 31, 2022 Tentative Agreement. It is included here for the reader's convenience.

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**Section 3. Tuition Waiver at Minnesota State Colleges.**

*[NEGOTIATOR’S NOTE: See tuition-waiver language changes related to fixed-term appointments grouped with other tuition-waiver language changes under Art. 24, Section 3 (Tuition Waiver)]*

For MSCF:

For Minnesota State:

\_\_\_\_\_  
Kent Quamme                      Date  
Chief Negotiator

\_\_\_\_\_  
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.*