

--TEXT SUBJECT TO CLERICAL CORRECTIONS--
IFO/MnSCU AGREEMENT 2003-2005
TENTATIVE SETTLEMENT, July 1, 2004
TEXT OF ALL LANGUAGE CHANGES
(With Page References to 2001-2003 Agreement)

Article 4, Section A (page 17)

ARTICLE 4 **Academic Freedom**

Section A. Policy. It shall be the policy of ~~the~~ MnSCU to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. The Employer shall not discriminate against a faculty member for engaging in political activities or holding or voicing political views, so long as the exercise of this right does not interfere with responsibilities as a faculty member.

Article 5, Section J (page 19)

Section J. Board of Trustees of the Minnesota State Colleges and Universities-~~Board~~. Board of Trustees of the Minnesota State Colleges and Universities or Board shall mean the Board of Trustees of the Minnesota State Colleges and Universities.

Article 5, Section W (page 20)

Section W. Domestic Partner. Domestic partner shall mean domestic partner as defined by the Department of Employee Relations ~~for purposes of insurance coverage and other benefits.~~ ~~Wherever the word "spouse" appears in this Agreement, such provisions shall also be applicable to a faculty member's domestic partner.~~

Article 6, Section D (page 22)

Section D. Communications. In each building containing offices assigned to members of the bargaining unit, the Administration shall set aside appropriate bulletin board space for IFO or Association use. Subject to applicable laws and policies of the Employer and/or the State of Minnesota, The IFO or Association shall have the right to use campus e-mail, Internet access, and the university distribution mail service for mailings disseminating information and communicating with ~~to~~ faculty members. This provision shall not be construed to permit the IFO or Association to establish web-pages on the Employer's electronic resources or make other similar use of those resources.

Article 6, Section H, Subd. 2 (page 23)

Subd. 2. Other Release Time. Upon request of the IFO, the Employer shall afford release time to a maximum of two hundred (200) semester credit hours ~~or two hundred (200) semester credit hours~~, to IFO or Association officers for purposes of conducting duties at the state or local level. The IFO shall reimburse the Employer for such release time at the applicable minimum adjunct rate set forth in Article 11 for the release time granted for the first ~~or~~ one hundred thirty-three (133) credit hours and the actual replacement cost of the salary and benefits for any additional hours of the release time granted. The total payment by the IFO to the Employer shall not exceed the total actual replacement costs.

Article 6, Section H, Subd. 3 (page 23)

Subd. 3. The Association shall notify the President by August 1 yearly as to the number of credits of release time to be used for the academic year. ~~The Akita Association shall notify the Provost by February 1 yearly.~~

Article 8 (page 24)

ARTICLE 8 Agreement Against Lockouts and Strikes

Section A. Lock-outs. No lock-out of faculty members shall be instituted by the Employer during the term of this Agreement.

Section B. Strikes. During the life of this Agreement, no strike of any kind, as defined in Minnesota Statutes § 179A.03, Subd. 16, shall be engaged in, sanctioned, or supported by the IFO, its officers, or agents. In the event the Employer alleges that any faculty member or faculty members are engaged in a strike, the IFO will, upon written notification, immediately notify such faculty member or faculty members in writing of the allegation and the implications of a strike. However, nothing in this Article shall be construed as a waiver by IFO of the rights of faculty members to conduct a permissible and legal strike pursuant to Minnesota Statutes § 179A.18.

Article 9, Section A (page 24)

ARTICLE 9 Personnel Files

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Section A. Personnel Files. Each university shall maintain at the university one (1) official personnel file for each faculty member. Such file shall contain copies of personnel transactions, official correspondence with the faculty member, material collected in accordance with procedures established in Article 22, which may include summaries of unsigned student evaluations, as well as other similar materials. Unsigned letters or statements, other than those indicated above, shall not be placed in the faculty member's personnel file. Only those MnSCU employees whose job responsibilities require it, and who are designated by the Administration or other persons specifically authorized by law, shall have access to a faculty member's personnel file. Faculty members shall not have access to the personnel files of other faculty members except as authorized in Section C below. This Section shall not be construed to prohibit access to materials provided as part of an application for promotion or tenure, or ~~retention~~non-renewal recommendation.

Article 9, Section C (page 25)

Section C. Exclusive Representative. Representatives of the IFO, Association, or other persons having written authorization from the faculty member concerned may examine, under university supervision, the official and Dean's personnel file of that faculty member, except for the limitation provided in Section B ~~hereof~~ of this Article.

Article 9, Section D (page 25)

Section D. Right to Copies. Upon written request of the faculty member, the Employer shall provide to the faculty member copies of contents of his/her official and Dean's personnel file, except as limited in Section B ~~hereof~~ of this Article, provided that the cost of providing such copies is borne by the faculty member.

A faculty member shall be provided a copy or written notice of an addition to and/or modification of any non-routine material in the faculty member's official personnel file, such as grants, letters of commendation or reprimand, seniority summaries, salary adjustments, and letters regarding ~~retention~~non-renewal, promotion, or tenure. Resolution of a grievance concerning the personnel file may include removal of material from the personnel files.

Article 10, Section A (pages 25-26)

Section A. Faculty Workload. The workload of faculty includes student advising, maintaining and improving expertise in a discipline and in pedagogy, serving on

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departmental and university committees, contributing to student growth and development, evaluating student performance, scholarly activities, and service to university and community, as well as teaching and class preparation. Additionally, as a professional, a faculty member shall devote a substantial amount of his/her workload to course preparation, research, the maintenance of professional expertise, innovations in teaching/learning and other similar activities. These endeavors shall comprise the faculty member's workload.

Article 10, Section A, Subd. 1, e (page 26)

- e. Metropolitan State University Resident Faculty Teaching. A resident faculty member's teaching load shall not exceed twenty-one (21) undergraduate credits per academic year. Resident faculty with primary responsibilities in academic advising or psychological counseling shall teach at least six (6) undergraduate credits per year. Teaching for all resident faculty may include educational planning. A resident faculty member with less than a full-time appointment will have a pro-rata teaching assignment based on the percentage of time employed. Resident faculty members may have alternative assignments. Alternative assignments shall be mutually agreed to by the resident faculty member, and the President/designee. Alternative assignments must be made by June 30, 1994 and annually thereafter.

Article 10, Section A, Subd. 2 (pages 26-27)

Subd. 2. Advising.

- a. Normally, the faculty member will be responsible for ten (10) hours weekly for student advising and other contacts with students, at times and approved locations, either on or off campus, posted at the faculty member's office. Additionally, as a professional, a faculty member shall devote a substantial amount of his/her workload to courses and class preparation, the evaluation of student performance, committee assignments, research, community service, the maintenance of professional expertise, innovations in teaching/learning and other similar professional activities. These endeavors shall make up the balance of the faculty member's workload.

Article 10, Section D, Subd. 2 (page 29)

Subd. 2. Extended Contracts. Faculty members appointed to a duty year which exceeds the one-hundred sixty-eight (168) duty days as provided in Subd. 1 hereof of this Section shall receive a pro rata salary adjustment. The number of such extended duty days shall be set

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annually by mutual consent of the faculty member and the administration normally in conjunction with the issuance of appointments for the next fiscal year. The scheduling of extra duty days shall be determined in consultation with the faculty member consistent with the needs of the university. Extra duty days normally shall not be scheduled on the days indicated in Subd. 1.

Article 10, Section G, Subd. 4 (page 30)

- a. The base salary of those head coaches, current and future, accepting four-year athletic appointments as described in Subd. 3 shall be the salary indicated on the salary schedule in Article 11, plus ten percent (10%). Effective July 1, 2004, all head coaches with a four-year athletic appointment shall be placed upon the salary schedule four steps above their ~~current~~ base salary on June 30, 2004, not including the 10% enhancement provided in this paragraph. After such placement, coaches subject to such placement shall receive any negotiated salary increases provided in this Agreement. Any new coach hired after June 30, 2004 shall be placed upon the salary schedule without additional adjustments and the first sentence of this paragraph shall not be operative.
- b. In those cases where the President finds that curricular requirements prevent crediting a percentage of a full-time workload for coaching activities in categories (2) and (3), the President may, after meeting and conferring with the Association, authorize compensation in accordance with Article 12 and Subd. 5.a. of this Section.
- c. Individuals hired solely for the purpose of coaching any sport listed in this Article may be compensated at the adjunct faculty rate for the percentage of a full-time workload as listed in Subd. 5.a. of this Section.
- d. Head coaches may renegotiate their salaries each time they are eligible for a new four (4) year athletic appointment, ~~beginning in FY 1992 and thereafter.~~

Article 10, Section G, Subd. 8 (page 32)

Subd. 8. Evaluation and Renewal of Athletic Appointments. Head coaches shall be evaluated yearly under Article 22. Such evaluations shall be completed by the President ~~by March~~ pursuant to the local evaluation schedule. Those coaches being renewed beyond a four- (4) year athletic appointment shall be offered either a two- (2) year athletic appointment or a four- (4) year athletic appointment at the discretion of the President. The option of a two- (2) year appointment shall be exercised not more than once during the duration of the coach's years of service, and when offered, the President will provide the affected head coach with the reasons in writing. Those coaches not being renewed beyond either their initial athletic appointment or a subsequent athletic appointment shall be given a notice of the non-renewal

by March 15 of the final year of the current appointment not later than twenty (20) days following the end of the relevant athletic team's final scheduled competition, including post-season play for that team.

Article 10, Section K (page 35)

~~Section K. Joint Task Forces on Workload. The parties to this Agreement agree to convene a joint Task Force on Workload. The Task Force shall consist of eight (8) members from the IFO and eight (8) members from MnSCU. The task force shall assess all aspects of workload and assigned duties and shall submit a report to the IFO and MnSCU Boards no later than April 1, 2003. This report shall contain recommendations regarding workload assignments and distribution of duties for faculty.~~

Subd. 1. Joint Task Force on Faculty Salary Competitiveness. The parties to this Agreement agree to convene a joint task force on faculty salary competitiveness. The task force shall consist of eight (8) members of the IFO and eight (8) members from MnSCU. The task force shall assess all aspects of faculty salary competitiveness and shall submit a report to the IFO and MnSCU Boards no later than May 1, 2005. This report shall contain recommendations regarding faculty salary competitiveness, a standard for judging faculty competitiveness, and a timetable and strategy for achieving these recommendations.

Subd. 2. Joint Task Force on Costing Teaching Workload and Other Faculty Assignments. The parties to this Agreement agree to convene a joint task force on costing teaching workload and other faculty assignments. The task force shall consist of eight (8) members of the IFO and eight (8) members from MnSCU. The task force shall assess all aspects of costing teaching workload and other faculty assignments and shall submit a report to the IFO and MnSCU Boards no later than May 1, 2005. This report shall contain a methodology for costing teaching workload and other faculty assignments.

Article 11

****The complete text of this article, with language changes, appears at the end of this document.****

Article 15, Section B, Subd. 1 (pages 64-65)

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Section B. Annuitant Employment Program.

Subd. 1. Eligibility. Pursuant to Minnesota Statutes ~~§§ 136F.48 and 354B.445~~§§ 136F.48 and 354.445, faculty members who have ten (10) or more years of service in the Minnesota State Universities, or who have reached age fifty-five (55) shall be eligible to participate in the Annuitant Employment Program.

Article 15, Section C (page 65)

Section C. Supplemental Retirement. Pursuant to Minnesota Statutes ~~§ 136.80, 136.81, §§ 354C.11, 354C.12, and 356.24, in FY 2002 and FY 2003~~§§ 136.80, 136.81, §§ 354C.11, 354C.12, and 356.24, in FY 2002 and FY 2003 the Employer shall deduct from the salary of each full-time faculty member a sum equal to five percent (5%) of the annual salary paid after the first six thousand dollars (\$6,000), ~~up to a maximum of two thousand two hundred dollars (\$2,200) for FY 2002~~up to a maximum of two thousand two hundred dollars (\$2,250) in each fiscal year and up to a maximum of two thousand two hundred fifty dollars (\$2,250) ~~in FY 2003~~in each fiscal year to be paid into the state university supplemental retirement account of the retirement fund. The Employer shall make a contribution in an amount equal to the deductions made from the faculty member's salary. Deductions shall begin in the faculty member's third year of full-time employment in the System.

Article 16, Section B (page 66)

Section B. Computation. Severance pay shall be computed at forty percent (40%) of the faculty member's regularly accumulated but unused sick leave balance multiplied by the faculty member's regular daily rate of pay at the time of separation. Effective fiscal year 1996, severance pay for faculty with twenty-five (25) or more years of service shall be computed at forty-five percent (45%), with an increase of one percent (1%) per year for each additional year of service beyond twenty-five (25) years to a maximum percentage of fifty percent (50%). The base for computing severance pay shall not exceed one hundred twenty-five (125) days. Should the faculty member have less than one hundred twenty-five (125) days of regular sick leave accumulated, the difference may be transferred from lapsed sick leave for purposes of calculation of severance pay. ~~These monies shall be paid in a lump sum upon separation.~~

Article 16, Section D, Subd. 5 (page 67)

Subd. 5. Maintenance of Benefits. The separated faculty member shall have ~~the right to continue, at the Employer's expense, health insurance benefits for one (1) year after separation~~an amount equivalent to the Employer contribution for one year's health insurance premiums deposited in his/her post-retirement health care expense account at the time of separation.

Article 16, Section E, Subd. 1 and 2 (page 68)

Section E. Postretirement Health Care.

Subd. 1. The employer shall arrange for the creation of a tax-free postretirement health care trust in accordance with Minnesota Statutes, Sections 352.98 and 356.24. This program will be administered through the Minnesota State Retirement System.

The employer shall establish within the trust an individual account for each faculty member. ~~Funds contributed to a faculty member's individual account for or by a faculty member, and earnings thereon, shall be immediately vested and shall be held in trust to reimburse the faculty member and his or her dependents for postretirement health care expenses, and shall not be used for any other purpose. If a faculty member dies prior to exhausting the accumulated savings in his or her account, the faculty member's dependents shall be eligible for reimbursement of their postretirement health care expenses until the account is exhausted. If the faculty member and all his or her dependents die prior to exhausting the account, the remainder of the account shall be passed on to the faculty member's beneficiaries or, if none, his or her estate. A faculty member shall direct the investment of funds within his or her individual account. The employer shall establish a range of investment options through which the faculty member may invest his or her postretirement savings account accumulations.~~

Subd. 2. ~~The parties to this Agreement shall enter into a Letter of Understanding which stipulates the method of funding the post retirement health care expense accounts prescribed in subdivision 1 above. Upon separation from service by a faculty member, all severance payments made pursuant to Sections A and B of this Article shall be deposited into the employee's post-retirement health care savings account, as described in Subdivision 1. If the severance payment is less than \$500, the amount shall be paid as a lump sum to the faculty member. In the event of the death of the faculty member eligible to receive severance under Sections A and B, payment shall be made pursuant to Section A.~~

Article 17, Section B (page 70)

Section B. Bereavement Leave. The use of a reasonable period of leave, up to five (5) days per occurrence, shall be granted in case of a death in the immediate family as defined in Section A, Subd. 5. Bereavement leave shall not be deducted from sick leave in the case of relatives of the faculty member or the spouse's parents, or an individual who regularly resides in the employee's household. Bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse. Additional time may be allowed by the President/designee depending upon circumstances.

Article 19, Section B, Subd. 1 (page 73)

Section B. Professional Study and Travel.

Subd. 1. The IFO and MnSCU recognize the need for faculty development relating to their university's mission. Therefore, each department/unit will be allocated professional study and travel funds at the rate of not less than one thousand one hundred dollars (\$1,100) in FY ~~2002~~ 2004 and one thousand one hundred fifteen dollars (~~\$1,100~~1,115) in FY ~~2003-2005~~ per each full-time equivalent faculty in the department as of the beginning of each academic year as determined in Subd. 2 below. Funding for faculty, excluding adjuncts, hired during the year will be allocated on a pro-rata basis at the time of hire.

Article 20, Section G (pages 78-79)

Section G. Vacancies. In filling vacancies due to the resignation, recall or removal of the chair, the selection shall be made in accordance with the provisions of Section D ~~hereof of this~~ Article.

Article 21, Section E, Subd. 1.c. (page 81)

a-c. Exceptions.

1. After meeting and conferring the President may appoint a faculty member to serve in a fixed-term capacity for more than four consecutive years as a replacement for faculty members on leave or temporarily reassigned from teaching duties, or for other reasons that are in the best interest of the university. This exception includes assignments to teach similar courses for different positions in the department/unit.
2. Where positions are financed from external sources and the financing extends beyond an initial three- (3) year period, persons holding such positions will have employment for the subsequent year unless notified by March 15 of the year of employment if the position is being terminated due to budget reductions. If a person holding such a position is terminated based on a performance evaluation, notification shall be given no later than the last day of the academic year, and the following year shall be the terminal year of the appointment. ~~For purposes of this agreement, funding for Akita shall be considered as funding from an external source.~~

Article 21, Section E, Subd. 7.a. (page 83)

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Subd. 7. Tenured Appointments.

- a. Definition. An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 6.c. ~~hereof~~ of this Section. Appointment beyond the completion of the specified probationary period because of an arbitrator's award or because of clerical error shall not carry with it the award of tenure. Faculty members who hold tenure at the time of execution of this Agreement shall be deemed to have tenure under this Agreement. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24 or Article 23.

Tenured faculty on less than full-time appointments shall automatically be reappointed to a position of at least one-half (.50) FTE but less than full-time each year unless terminated under the provisions of either Article 24 or Article 23. Changes in workload for a tenured part-time faculty member shall not constitute a retrenchment so long as that workload remains at one-half (.50) FTE or above.

Tenured full-time faculty who are appointed to a part-time position by mutual agreement of the faculty member and the President/designee shall be considered to hold tenure in that position and shall retain tenure as full-time employees upon return to full-time employment.

Article 22, Section D, Subd. 2 (page 87)

Subd. 2. Schedule for Evaluation. Subject to the provisions of Article 25, the President/designee shall establish a schedule for evaluation, consisting of time tables for: preparation of professional development plans, annual progress reports, the periodic evaluation and recommendations regarding non-renewal, tenure, and promotion. The local association shall be afforded the opportunity to meet and confer prior to implementation of this schedule. First year probationary faculty shall complete their plan by the end of fall semester, and shall complete their progress report by the end of the spring semester. Probationary faculty in their second year shall submit their PDP within fifteen (15) days after completion of the evaluation process of their first year. ~~The Akita schedule shall be appropriate to its academic year.~~

Article 23, Section B, Subd. 3.c. (pages 88-89)

- c. Tenured faculty in the affected department shall be laid off in inverse order as described in Article 29 ~~hereof~~. However, in departments or programs where positions are financed by monies from an outside jurisdiction or agency and are occupied by fixed-term or probationary faculty, such faculty may continue to hold such positions

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in reduced departments or programs unless there are tenured faculty members qualified to fill such positions as determined by the President.

A tenured faculty member who has at least twenty (20) years of service within the Minnesota State Universities, shall remain available for assignment and shall not be laid off. For those tenured faculty with at least 20 years of service who have received notice that their positions is being eliminated, the following options will be provided.

Article 23, Section B, Subd. 3.c.3. (page 89)

3. If the President /designee and the faculty member cannot develop a mutually agreeable retraining plan, the faculty member's employment will terminate three (3) years from the date of initial notice. During this period, appropriate duties will be assigned by the Employer. At the end of this period, the faculty member will receive the maximum benefits contained in ~~Article 16,~~ Article 16, Section D, Subd. ~~2-3~~ if not otherwise qualified. With this option, there shall be no layoff or recall rights.

Article 23, Section B, Subd. 6.a. (pages 89-90)

Subd. 6. Retraining.

- a. The President will consider and may approve a training leave, in accordance with Article 17, Section ~~HG~~, for a faculty member who has received a notice of layoff. The retraining leave would occur during the faculty member's terminal year and provide the faculty member with an opportunity to become qualified for a position in a related or allied discipline. The President's decision shall not be grievable.

Article 24, Section A (page 94)

Section A. Disciplinary Action. Disciplinary action may be taken only for just cause. If disciplinary action is grieved, the burden to prove just cause as defined in Article 5, Section ~~FU~~, rests with the Employer. Nothing in this Article shall preclude the President or other appropriate supervisor from attempting to resolve problems with a faculty member in confidence. Unless the President or other appropriate supervisor determines that extenuating circumstances exist, disciplinary action shall be progressive, beginning with oral reprimand, proceeding to written reprimand, then to suspension, and finally to dismissal. All disciplinary action is subject to the grievance procedure.

Subd. 1. Oral Reprimand. An oral reprimand may be issued by the immediate supervisor. An oral reprimand shall be clearly designated as such. A faculty member shall be entitled to

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have a representative present, and shall be apprised of this right prior to the time of the reprimand. A written record that an oral reprimand was given shall be kept in the personnel file. A notation stating only that an oral reprimand has been issued will be placed in the personnel file.

Article 24, Section B (pages 94-95)

Section B. Investigative Suspension. The President or authorized designee may suspend a faculty member with pay while an investigation, which may lead to disciplinary action is conducted. Normally, Such such suspension shall not exceed thirty-twenty (20) days, unless agreed to by the IFO and the President. With written notice to the Faculty Association, the President/designee may extend an investigative suspension for an additional ten (10) days. Upon agreement of the President/designee and the Association, an investigative suspension may be extended beyond thirty (30) days.

Article 25, Section D (page 98)

ARTICLE 25
Tenure, Promotions, and Non-Renewal

Section D. Non-Renewal of Probationary Faculty.

Subd. 4. The probationary faculty member who is non-renewed shall have access to the full grievance procedure for any violation of Subds. 2 and 3 above and shall have access through the President's level of the grievance procedure for any other violations of this SubdivisionSection.

Article 27, Section G (page 103)

Section G. Courses, Tuition and Fees. Full-time faculty members and part-time probationary, part-time non-tenure track and part-time tenured faculty members shall be entitled to enrollment, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Such enrollment shall not exceed twenty-seven (27) credits for a year. Effective fall semester 2004 such enrollment shall not exceed thirty (30) credits for a year. For purposes of this provision, a year begins the first day following the last duty day of spring of fall semester and concludes the day before the beginning of the succeeding fall semester. Part-time fixed-term, adjunct and community faculty shall be entitled to enrollment in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. However, the number of

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credits available to part-time fixed-term faculty, adjunct faculty and community faculty members for this tuition and fee waiver shall be equal to the number of credit hours taught by the part-time fixed-term, adjunct or community faculty member within that year as described above. The tuition and fee waiver must be used in the period from the first ~~summer session through the following spring semester~~day of fall semester to the day before the succeeding fall semester in which the faculty member is employed. The faculty member's spouse, or dependent children may share this right within the credit limit established above, with waiver of tuition only. Proof of financial dependency shall not be required.

For purposes of this section, dependent children are financial dependents of the faculty member, defined as dependent on the faculty member for significant financial support. ~~This Section shall take effect beginning the first semester following the legislative approval of the 2001-2003 Agreement. Until that time, the provisions of the 1999-01 Agreement shall remain in effect.~~

Article 28, Definitions, "Grievant" (page 104)

Grievant. A "Grievant" is a unit member or a group of unit members, Association, or IFO making the complaint. A grievance filed by the Association which alleges a violation may be initiated at Step 2II of the grievance procedure. A grievance filed by the IFO which alleges a violation may be initiated at Step 3III of the grievance procedure.

ARTICLE 28 (expedited arbitration) (page 105-106)

Step IV.

If the grievance is still unresolved after the response of the Chancellor or his/her designee, the exclusive representative may, within fifteen (15) days, request arbitration by serving a written notice on the other party of its intention to proceed with arbitration.

The Chancellor or his/her designee and the IFO representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. Expedited arbitration, as defined by the American Arbitration Association, ~~may be used if agreed to by both parties~~shall be used with respect to all disciplinary actions clearly labeled by the Employer as either an oral or written reprimand. If expedited arbitration is used, the parties will make their best efforts to hold the arbitration hearing within 45 days of the receipt of the Step IV notification. If a party is unable to agree to a hearing within the 45 day period, the arbitration shall proceed, except that the other party may give notice that the expedited procedures will not be followed. Expedited arbitration may be used by the parties with respect to other disputes upon mutual agreement of the IFO and the Employer's Step III representative.

Article 28, third-to-last paragraph (pages 106-107)

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. If timely filed at Step ~~H~~, grievances filed during the months of May through August, may, at the choice of the Faculty Association, be held in abeyance and shall be scheduled for a meeting within 14 calendar days of the start of the fall calendar. Mutual written agreement may be established by a computer message requesting, and a written computer message or other writing confirming, the waiver or the extension. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the Employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The scheduling of the hearing date for all grievances submitted to non-expedited arbitration shall be accomplished within twenty-five (25) days after receipt of available dates from the arbitrator.

Article 29, Section D (page 109)

Section D. Priorities. For the purpose of clarifying and resolving conflicting claiming rights to vacant positions within the Minnesota State University System, the following is a list of claiming right categories in ~~decreasing~~ order of decreasing priority:

Priority 1: Retrenchment based assignment to retain a faculty member within a university pursuant to Article 29, Section B, Subd. 1.

Priority 2: Recall rights, using the procedures established in Article 23, Section G.

Priority 3: Reassignment rights, using the procedures established in Article 23, Sections D and E.

Priority 4: Prior consideration to ~~eligible fixed-term or non-tenure track faculty members who are qualified~~ for a probationary vacancy ~~as established in Article 21, Section E, Subd. 4.b.~~

Priority 5: Prior consideration to fixed-term faculty members who are qualified for a probationary vacancy.

Priority 5b: Prior consideration to ~~eligible~~ head coaches who are qualified for a probationary vacancy in accordance with Article 10, Section G, Subd. 6.b.

Article 30, Akita, Delete in its entirety (pages 110-114)

ARTICLE 30 Akita[RESERVED]

Article 31, Section C (page 115)

ARTICLE 31 Transfers

Section C. Transferred Rights.

Subd. 1. Benefits. For purposes of this Article, faculty members may waive certain faculty rights, salary and benefits by agreement of the faculty member, the IFO and the President/designee.

Subd. 2. Seniority. Seniority calculation shall be in accordance with the provisions of Article 29. The names of transferred individual faculty members shall be added to the seniority roster of an existing or new department or program one (1) year after such changes are posted in accordance with Article 20, Section A, Subd. 1.

Subd. 3. Tenure. The President of the hiring university may grant tenure, upon employment, to a faculty member transferring from a tenured position at a MnSCU state university. Before granting tenure pursuant to this Subdivision, and in a manner that is consistent with Article 20, the President shall first consult with the affected department and review its recommendation, if any.

Appendix “E,” Preamble (page E-124)

APPENDIX “E” Position Description for Department Chair

The specific manner in which a Department Chair carries out the duties set forth in Section B., Article 20., will vary according to such matters as department size, and pertinent campus departmental policies and procedures. The Department Chair acts on behalf of the department. The following sample position description sets forth the typical duties and responsibilities of the chair but do not constitute supervision under PELRA, Minnesota [Statutes 179A.14](#). [Statutes § 179A.03, subd. 17.](#)

Appendix “G,” Guidelines for Evaluation (pages G-126 to G-127)

APPENDIX “G” Guidelines for Evaluation

Evaluation focuses on the five criteria set forth in Article 22 of the Agreement. This Appendix provides elaboration of the types of evidence which is considered appropriate for addressing each category, both for the department/unit in developing its goals and objectives and for the individual faculty member in preparing his/her PDP and Progress Report. It is recommended that each campus, through the meet and confer process, review this Appendix to assess how it meets institutional needs ~~through the meet and confer process, review this Appendix to assess how it meets institutional needs~~ and where there are other forms of information and data which could be taken into consideration.

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

Effective teaching begins with well informed and intellectually engaged faculty who are current in their disciplines and their pedagogies and who understand relationships among disciplines. For teaching faculty, effective teaching shall be the principal proportion of the five criteria considered in evaluation.

Because teaching embraces activities and responsibilities beyond classroom instruction evaluation may address effectiveness in course development, curriculum design, instructional innovation, ability to organize, analyze and present knowledge, instructional advisement and other such related activities.

The faculty member’s Progress Report should include evidence in support of the foregoing. Faculty are encouraged to include student assessments as evidence of ability to teach effectively. Evidence may also include, but is not limited to: peer review, quality of syllabi, nature and quality of assignments, practices and quality for assessing student progress, time lines of evaluation of student performance, pedagogical approaches, attention to student advisement, nature and frequency of course development and timeliness of revision, and timeliness of work assignments.

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

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consideration of the faculty member's publication record, works in progress, unpublished reports, professional assistance to other scholars, papers delivered at meetings of professional societies, computer software and other technologically delivered academic products, awards, invited lectures and participation in panels and symposia, participation in policy analysis, grants received, editorial or advisory roles with professional journals, participation on evaluation panels for research funding, participation in juried shows, musical or theatrical performances, consultantships, research projects, and contribution to the scholarly growth of peers.

Criterion 3. Evidence of continuing preparation and study. Faculty are expected to be aware of the changing nature of their disciplines and techniques of instruction. Evidence of continuing preparation and growth can be demonstrated by such activities as participation in seminars, workshops and refresher courses, formal education/study, attendance at professional conferences, structured study leading to development of experimental programs, curricular proposals or revisions, and ongoing revisions to course syllabi reflecting changes in the discipline or its pedagogy, etc.

Criterion 4. Contributions to student growth and development. Faculty are expected to support student learning and growth. Evidence of such support might include, is not limited to effective academic or career advising, service as an advisor or other support of student committees or organizations, involvement in internship development ~~a-d~~ and new student programs supervising of student projects, assistance to students in gaining entrance to professions or graduate study and involvement in efforts to secure scholarship and fellowships.

Criterion 5. Service to the university and community. Faculty responsibilities extend beyond the classroom to areas such as the department, college/division, university and greater community. Evidence of faculty service might include, but is not limited to participation and contribution to: committee assignments, related leadership roles, university-related regional and national bodies including accreditation and program review, governance of the university, community organizations, fostering alumni relationship, community presentations, consulting with community agencies and organizations, special university lectures, seminars, workshops or development activities.

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