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Individual Communities • A United Voice

Text of Language Changes

2017-2019 Tentative Settlement

Note: Gray Shading in Articles 11, 25 and 35 indicates changes from previously agreed upon Letters of Understanding

ARTICLE 4 Academic Freedom

Section B. ~~Prohibition~~ Audio Recordings

Subd. 1. Limitation. The Employer agrees not to use any mechanical or electronic listening or recording devices except with the faculty member's express consent, and to inform the IFO if that consent is given; ~~provided, however, that nothing herein shall be construed to preclude the recording and/or~~ except as otherwise provided in this Section.

Subd. 2. Recording of Formal Proceedings and Negotiations Either party may record or provide for the transcription by court reporter of formal proceedings, including arbitration, where a record or minutes are customarily maintained. Both the Employer and the IFO agree that neither may unilaterally record or transcribe, by court reporter, contract negotiation sessions or grievance meetings, including those at the universities, without the written consent of the other party.

Subd. 3. Interviews. Subdivision 1 of this Section does not apply to interviews of faculty members the Employer conducts as part of an investigation or inquiry into complaints or allegations of inappropriate conduct. At the affected faculty member's request, and subject to legal limitations on the release of certain types of data and information, the Employer will make an electronic or transcribed copy of a recorded interview available to the affected faculty member as soon as reasonably practicable.

ARTICLE 5 Definitions

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

Subd. 37. Professional Development Report ~~or Progress Report.~~ Professional Development Report (PDR) refers to the reports submitted by faculty pursuant to Article 22 describing progress made in respect to achieving objectives as specified in the faculty member's professional development plan.

ARTICLE 10
Workload

Section G. Athletic Directors, Coaches, and Trainers.

Subd. 3. Initial Appointments.

- a. Head coaches shall, at the option of the President, be offered either an athletic appointment of ~~two (2)~~ three (3) to ten (10) years duration or a probationary appointment.
- b. Assistant coaches may be offered an athletic appointment of up to three (3) years duration.
- ~~b.~~ c. Nothing in this Agreement shall preclude the award of a fixed-term contract including head consistingly primarily of coaching and/or athletic related duties in any category in accordance with Article 21, Section E, Subd. 1.

Subd. 4. Compensation.

- d. Coaches with athletic appointments may receive a salary supplement not to exceed ~~\$120,000~~ \$160,000 to compensate the coach for activities that exceed the expected work load for a nine-month or academic year appointment, and/or to permit a university to match market salaries for such coaching positions. A salary supplement under this paragraph, if any, shall not be less than the sum of the duty day pay for the assigned extra duty days.

Subd. 11. Assistant Coaches. Assistant coaches ~~hired after the effective date of this Agreement~~ may receive athletic appointments for up to ten (10) years at a time. No compensation beyond the agreed term of appointment shall be offered.

Section J. Metropolitan State University Community Faculty.

Subd. 2. Workload. Workload for community faculty shall be no more than ~~ten (10)~~ twelve (12) credits per academic year.

Subd. 4. Professional Improvement.

- a. Professional development and training opportunities shall be provided by the university to community faculty.
- b. Professional Improvement Funds of not less than twelve thousand, five hundred dollars (\$12,500) in FY ~~2016~~ 2018 and ~~twelve~~ thirty-two thousand, five hundred

dollars (~~\$12,500~~ \$32,500) in FY ~~2017~~ 2019 per year shall be available to community faculty for improving professional competence related to their assignments at Metropolitan State University.

Subd. 7. Benefits. Benefits will be determined based on the eligibility criteria set forth in Article 35.

- ~~a. Benefits will be determined based on the workload assignment projected in the annual assignment summary. Benefit eligibility and workload will normally be communicated to community faculty by July 1 for the following academic year. All community faculty accrue retirement and other benefits as regulated by state and federal statutes and Article 14, if threshold requirements are met, and may elect to participate in tax sheltered annuities and the deferred compensation plan, if threshold requirements of the Agreement and appropriate laws are met.~~
- ~~b. Community faculty may purchase optional life and disability coverage if they meet the requirement of Article 14, Section G, and any requirements of law.~~
- ~~c. All community faculty shall be eligible to participate in the health and dental expense account and the dependent care expense account, if they meet the program requirements.~~

ARTICLE 11 Salaries

Section A. Returning Faculty.

Subd. 1. Salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below on the salary schedule as full-time nine-month (168 days) base salaries.

Subd. 2. Faculty members who were in the bargaining unit in FY ~~2015~~ 2017 and who return in FY ~~2016~~ 2018 shall remain on the same step on the FY ~~2016~~ 2018 salary schedule.

Subd. 3. Effective July 1, ~~2016-2018~~, faculty members who were in the bargaining unit in FY ~~2016~~ 2018 and who return in FY ~~2017~~ 2019 shall remain on the same step on the FY 2019 salary schedule. ~~move to the same numerical step on the FY 2017 salary schedule and then advance one step on the FY 2017 salary schedule.~~ Faculty who cannot receive the returning step provided in this subdivision because they are at the top step of the professor lane shall receive a one-time payment of \$3,200 (pro-rated by FTE), and faculty who cannot receive the returning step provided in this subdivision because they are at the top step of the instructor lane shall receive a one-time payment of \$1490 (pro-rated by FTE).

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

Section B. Promoted Faculty.

Subd. 1. Faculty members promoted from Instructor to Assistant Professor shall move to the step on the salary schedule Professor lane paying the same salary and then advance two steps. The step movement provided for in this subdivision shall be implemented prior to implementation of the minimum step placement provided for in Section L of this article, and shall be in addition to the step movement provided for in Section A.

Subd. 2. Faculty members promoted from Assistant Professor to Associate Professor and Associate Professor to Professor shall advance two steps on the Professor lane of the salary schedule. The step movement provided for in this subdivision shall be implemented prior to implementation of the minimum step placement provided for in Section L of this article, and shall be in addition to the step movement provided in Section A.

Subd. 3. Promotions shall be effective July 1 with the start of the fiscal year following the President's decision to promote.

Section C. Faculty Who Provide Early Notice of Retirement. Faculty members who elect to retire with at least fifteen (15) years of service in the Minnesota State Universities and who are at least age fifty-five (55) shall have their salary placement increased by two additional steps on the salary schedule(s) established in this Agreement in the final two semesters of employment. To receive this benefit the affected faculty member must submit a written letter of retirement by October 15 if retirement will occur no earlier than the end of the following spring semester but no later than the day prior to the beginning of the subsequent fall semester or by January 15 if retirement will occur at the end of the subsequent fall semester. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the Professor lane of the salary schedule shall receive a one-time payment of \$4,800 (pro rated by FTE) in lieu of the step increase provided for in this section. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the Instructor lane of the salary schedule shall receive a one-time payment of \$1490 (pro rated by FTE) in lieu of the step increase provided for in this section. For ~~nine-month~~ faculty members on a nine-month appointment outside of the academic year, notice of retirement must be given not later than the 60th calendar day after the commencement of the final nine-month appointment.

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

Section D. New Faculty Assignment and Placement.

Subd. 1. New faculty hired during the term of this Agreement shall be assigned to an appropriate rank in accordance with Article 21, Section D.

Subd. 2. New faculty members beginning employment shall be placed in the appropriate lane at the salary, which is nearest to, but not less than, the salary offered on appointment.

Subd. 3. After implementation of Subdivisions 1-2 of this section and subject to the minimum step placements, new faculty members shall be deemed to have been placed upon the appropriate step, and no further step placement movement or calculations shall be made.

Section E. Service at the Top of the Schedule. All faculty who have been at the top of their salary lane for five (5) years shall receive the equivalent of a two-step (approximately a 4.85%) salary adjustment in the next year. Partial years of service at the top of the salary lane and years in which steps are added to the top of the schedule for these lanes shall not be counted toward the calculation of the five (5) year period.

Section F. Death in Service. If a faculty member who meets the eligibility requirements for Employer-paid insurance benefits dies after his/her first duty day of employment, but before his/her insurance coverage becomes effective, the unpaid balance of his/her annual salary shall be paid to his/her spouse or dependent children.

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

Subd. 1. The Employer agrees to provide insurance-eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation. The Employer agrees to allow employees to cover co-payments, deductibles and other medical and dental expenses, or expenses for services not covered by health or dental insurance, as permitted by law or regulation, up to a maximum expenditure of five thousand dollars (\$5,000) per insurance year. Beginning with the insurance year starting January 1, 2013, the maximum contribution permitted by federal law to the health/dental expense account is \$2,500.

Subd. 2. Effective January 1, 2010, the Employer shall make a lump-sum contribution of eight hundred dollars (\$800) to a Health Reimbursement Arrangement (HRA) account at the beginning of each calendar year on behalf of each faculty member eligible to participate in the HRA Plan as provided in the written HRA Plan document. Expenses arising from the implementation and administration of the HRA Plan shall be paid by the Employer. Upon written notice to the Director of Human Services of the State University, or to the System Director for Employee Benefits and Compensation, a faculty member eligible to receive an HRA may elect not to receive the benefit.

Subd. 3. At the beginning of January each year, the Employer will make an \$800 contribution to a post-employment Health Care Savings Plan (HCSP) on behalf of all faculty

members who are a) employed in the bargaining unit at that time and b) are receiving a full or partial Employer contribution toward the State Employee Group Insurance Program. Employees who received or elect not to receive an HRA contribution as described in Subd. 2, shall not be eligible for the HCSP contribution in the same calendar year. Faculty members who are on an FMLA or USERRA qualifying leave at the beginning of January but who would otherwise satisfy the eligibility criteria will be deemed eligible for the Employer contribution to an HCSP.

Section H. Dependent Care Expense Account. The Employer agrees to provide insurance-eligible faculty members with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by law or regulation.

Section I. Salary Equity.

Subd. 1. The Salary Review Committee (“SRC”) shall be continued for the life of this Agreement. The SRC may propose to both the IFO and MnSCU procedures and processes, which will reduce the likelihood of inequitable salaries. The SRC will annually review the salaries of new hires, and may recommend an adjusted step placement based on the then current salary schedule.

Subd. 2. Faculty members who are promoted after July 1, 2007, will be assessed by the university using the then current procedures applicable to a new hire in the same department or program at the new rank to which the faculty member has been promoted. Salary assessments will be conducted following the step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, career steps provided for in Section K, and returning step advancements provided for in Section A of this article. Based on this assessment, the faculty member’s salary will be increased additional steps, if necessary, so that the promoted faculty member’s salary is consistent with a salary that would be paid to a similarly situated new hire. The step movement provided in this subdivision is in addition to the step movement provided for in Section B of this article. The university shall provide the faculty member, the system office and the IFO with written notice of a salary review upon promotion. The notice shall indicate whether or not the faculty member’s salary will be increased additional steps, the basis for the decision, and the new salary to be paid.

Subd. 3. A faculty member who submits proof of completion of a terminal degree (e.g., a certified transcript) from an accredited institution in his/her primary assignment area will have his/her salary re-assessed by the university using the current procedures applicable to a new hire in the same department or program in which the faculty member is currently assigned. Proof of degree completion must be submitted to the university human resources office. Salary assessments will be conducted following the step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, career steps provided for in Section K, and returning step advancements provided for in Section A of this article. Based on this reassessment, the faculty member’s salary will be increased additional steps, if necessary, so that the faculty member’s salary is consistent with a salary that would be paid to a similarly situated new hire. Salary increases will be implemented at

the commencement of the current nine month appointment, as indicated on the appointment form, if the terminal degree is awarded before October 1st, and at the commencement of the subsequent nine month appointment, if the terminal degree is awarded on or after October 1st. Normally, salary adjustments will not be retroactive to a fiscal year prior to the year in which proof of completion is submitted. The university shall provide the faculty member, the system office and the IFO with written notice of a salary review upon completion of a terminal degree. The notice shall indicate whether or not the faculty member's salary will be increased additional steps, the basis for the decision, and the new salary to be paid.

Subd. 4. Decisions made pursuant to Subdivisions 2 and/or 3 of this section will be submitted for review to the SRC. The SRC will issue its recommendation, if any, to the university regarding the appropriate number of steps to be awarded to the faculty member under Subdivisions 2 and/or 3 of this section. The university shall implement the recommendation of the SRC. The procedures described in this subdivision are the exclusive remedy for disputes concerning salary decisions under Subdivisions 2 and 3 of this section and such decisions shall not be subject to the grievance procedure.

Subd. 5. The SRC will complete a new analysis of the salaries of all faculty every five years in order to update and/or modify data and relevant criteria and recommend adjustments. Appeals from denials of adjustment shall be considered within the time frame established by the committee.

Section J. Part-Time Faculty Placement on Salary Schedule. All part-time faculty other than those faculty members having adjunct or community faculty appointments shall be placed upon the salary schedule and paid on a pro rata basis for the entire academic year or nine-month appointment year during which said amount of service is rendered. If any part-time faculty member who teaches more than ~~ten (10)~~ twelve (12) credits in any one academic year were paid less than pro rata for any semesters, during said academic year by virtue of having received an adjunct or community faculty appointment(s), the university shall, as soon as practicable after learning that the faculty member will teach more than ~~ten (10)~~ twelve (12) credits during a single academic year, supplement the faculty member's salary such that the faculty member receives full pro rata pay for the entire year or nine-month appointment year.

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

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

Years of service shall be counted as of the end of the academic year. Career steps shall be ~~effective July 1.~~ implemented following the step advancements for promotion provided for in Section B and the minimum step placement provide for in Section L of this article, at the start of the fiscal year that corresponds to the faculty member's 11th, 21st or 31st years of service, as applicable. Beginning Fiscal Year 2019, career steps shall be implemented following the step advancements for promotion provided for in Section B and the minimum step placement provide for in Section L of this article, at the start of the fiscal year that corresponds to the faculty member's 11th, 18th or 26th years of service, as applicable.

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

The seniority roster shall be used to determine years of service. Administrators who return to the bargaining unit shall have the years served as an administrator included in the years of service for purposes of this section only. (See Appendix I.)

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

Section M. Adjunct and Community Faculty.

Subd. 1. Minimum Compensation. ~~Effective Fall Semester 2014, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1349 per credit or 3.6% of the step 2 salary for Instructors on a per credit basis, rounded to the nearest whole dollar, whichever is more. Adjunct and community faculty shall not be construed to have a base salary on the salary schedule. Effective fall semester 2015, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1379 per credit or 3.6% of the step 2 salary for Instructors on a per credit basis. Effective fall semester 2016 2017, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1426 \$1449 per credit or 3.6% of the step 3 salary for Instructors on a per credit basis, whichever is more. Effective fall semester 2018, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1484 per credit or 3.35% of the step 6 salary for Instructors on a per credit basis, whichever is more.~~

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

Section N. University Scholars.

Subd. 1. A faculty member, who has demonstrated outstanding teaching, service or scholarship in three successive years, as judged by the faculty member's department and immediate supervisor per Article 22, shall be eligible to be appointed as a University Scholar. University Scholars shall be determined by the President in his/her sole discretion. No more than 5% of the university's complement of faculty members and no more than the larger of 10% or one (1) faculty member in any department may be University Scholars at a given time. A faculty member can serve successive appointments as a University Scholar.

Subd. 2. The selection of University Scholars will be based on one or more of the following factors:

- number and quality of scholarly publications;
- creativity and/or recognition in artistic works;
- progress in establishing or developing a research program;
- high level of instructional effectiveness;
- other scholarly activity performed at an exemplary level.

In selecting University Scholars, the President may consider a variety of sources of evidence of outstanding teaching, service or scholarship, including but not limited to, scholarly publications, coverage in local and/or national media, unsolicited recognition by local or national service or professional organizations or agencies, professional development reports, departmental evaluations/recommendations, and assessments by supervisors.

Subd. 3. A faculty member who is appointed as a University Scholar shall receive a one time lump sum payment of up to \$6,000 in each year as University Scholar, as determined by the President.

Section O. Endowed Chairs. Beginning July 1, 2007, after meeting and conferring with the Association, a President may institute standards and procedures for the establishment of an endowed chair position at the university and the selection of a faculty member to fill such positions. The funding to support an endowed chair position must come from sources other than tuition, fees or the legislative appropriation to the Minnesota State Colleges and Universities, or proceeds from the same.

Subd. 1. A faculty member who is selected to serve in an endowed chair position may serve in such position for the period of time specified by the President. A faculty member's period of service in an endowed chair position may be terminated at any time by the President. Upon completion of a faculty member's period of service in an endowed chair position, the faculty member shall return to his/her prior employment status including salary at the university, if any. If immediately preceding his/her appointment as an endowed chair, a faculty member was not employed at the university in a position of continuing status, his/her employment shall terminate upon completion of his/her service as an endowed chair.

Subd. 2. The salary for a faculty member selected to serve in an endowed chair position shall meet or exceed the minimum salary for a full Professor. A salary set under this section must be in accord with the other compensation provisions in this Agreement. Service in an endowed chair position shall not be understood to be equivalent to service as a department chair as described in Article 20.

Section P. Grants and External Contracts.

Subd. 1. Modification of Pay. For faculty member(s) who participate as an investigator or a consultant on a grant, or the individual(s) primarily responsible for the administration or implementation of a contract between the university and an external third-party, the faculty member's rate of pay may be modified as follows:

- a. The regular duty day rate of pay may be supplemented for a specified period of time;
- b. If permitted by the grant or external third-party contract, a salary supplement may be paid for related duties performed by non-adjunct faculty during academic breaks. The salary supplement provided in this paragraph may be in addition to or in lieu of other forms of compensation available under the terms of this Agreement.

All such modifications of a faculty member's salary require the agreement of the affected faculty member.

Subd 2. Consistency. All additional compensation and / or reimbursement provided for in this section shall be consistent with the applicable grant or external contract.

Subd. 3. Notice to the Association. The Administration shall provide the Association with timely notice of all changes made to faculty compensation pursuant to this section.

Subd. 4. Adjuncts. To the extent that an adjunct/community faculty member is assigned work funded by a grant or an external third-party contract, the adjunct/community faculty member shall be compensated with credits. Such work shall not count against the cap on adjunct/community faculty workloads provided elsewhere in this Agreement.

Section Q. Salary Schedule

Fiscal Year 2016 Salary Schedule					
<u>Instructor Step</u>	<u>Instructor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>
1	37,402	1	50,887	23	85,676
2	38,299	2	52,106	24	87,730
3	39,216	3	53,355	25	89,833
4	40,156	4	54,633	26	91,985
5	41,118	5	55,942	27	94,191
6	42,104	6	57,282	28	96,446
7	43,113	7	58,655	29	98,758
8	44,146	8	60,061	30	101,124
9	45,203	9	61,500	31	103,548
10	46,287	10	62,974	32	106,029
11	47,398	11	64,483	33	108,569
12	48,532	12	66,028	34	111,173
13	49,696	13	67,612	35	113,835
14	50,887	14	69,231	36	116,564
15	52,106	15	70,890	37	119,358
16	53,355	16	72,590	38	122,220
17	54,633	17	74,327	39	125,150
18	55,942	18	76,109	40	128,150
19	57,282	19	77,934	41	131,221
20	58,655	20	79,801	42	134,365
21	60,061	21	81,715	43	137,586
22	61,500	22	83,671	-	-

Fiscal Year 2017 Salary Schedule

<u>Instructor Step</u>	<u>Instructor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>
1	37,776	1	51,396	23	86,533
2	38,682	2	52,627	24	88,607
3	39,608	3	53,889	25	90,731
4	40,558	4	55,179	26	92,905
5	41,529	5	56,501	27	95,133
6	42,525	6	57,855	28	97,410
7	43,544	7	59,242	29	99,746
8	44,587	8	60,662	30	102,135
9	45,655	9	62,115	31	104,583
10	46,750	10	63,604	32	107,089
11	47,872	11	65,128	33	109,655
12	49,017	12	66,688	34	112,285
13	50,193	13	68,288	35	114,973
14	51,396	14	69,923	36	117,730
15	52,627	15	71,599	37	120,552
16	53,889	16	73,316	38	123,442
17	55,179	17	75,070	39	126,402
18	56,501	18	76,870	40	129,432
19	57,855	19	78,713	41	132,533
20	59,242	20	80,599	42	135,709
21	60,662	21	82,532	43	138,962
22	62,115	22	84,508	-	-

Fiscal Year 2018 Salary Schedule

<u>Instructor Step</u>	<u>Instructor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>
<u>1</u>	<u>38,380</u>	<u>1</u>	<u>52,218</u>	<u>23</u>	<u>87,918</u>
<u>2</u>	<u>39,301</u>	<u>2</u>	<u>53,469</u>	<u>24</u>	<u>90,025</u>
<u>3</u>	<u>40,242</u>	<u>3</u>	<u>54,751</u>	<u>25</u>	<u>92,183</u>
<u>4</u>	<u>41,207</u>	<u>4</u>	<u>56,062</u>	<u>26</u>	<u>94,391</u>
<u>5</u>	<u>42,193</u>	<u>5</u>	<u>57,405</u>	<u>27</u>	<u>96,655</u>
<u>6</u>	<u>43,205</u>	<u>6</u>	<u>58,781</u>	<u>28</u>	<u>98,969</u>
<u>7</u>	<u>44,241</u>	<u>7</u>	<u>60,190</u>	<u>29</u>	<u>101,342</u>
<u>8</u>	<u>45,300</u>	<u>8</u>	<u>61,633</u>	<u>30</u>	<u>103,769</u>
<u>9</u>	<u>46,385</u>	<u>9</u>	<u>63,109</u>	<u>31</u>	<u>106,256</u>
<u>10</u>	<u>47,498</u>	<u>10</u>	<u>64,622</u>	<u>32</u>	<u>108,802</u>
<u>11</u>	<u>48,638</u>	<u>11</u>	<u>66,170</u>	<u>33</u>	<u>111,409</u>
<u>12</u>	<u>49,801</u>	<u>12</u>	<u>67,755</u>	<u>34</u>	<u>114,082</u>
<u>13</u>	<u>50,996</u>	<u>13</u>	<u>69,381</u>	<u>35</u>	<u>116,813</u>
<u>14</u>	<u>52,218</u>	<u>14</u>	<u>71,042</u>	<u>36</u>	<u>119,614</u>
<u>15</u>	<u>53,469</u>	<u>15</u>	<u>72,745</u>	<u>37</u>	<u>122,481</u>
<u>16</u>	<u>54,751</u>	<u>16</u>	<u>74,489</u>	<u>38</u>	<u>125,417</u>
<u>17</u>	<u>56,062</u>	<u>17</u>	<u>76,271</u>	<u>39</u>	<u>128,424</u>
<u>18</u>	<u>57,405</u>	<u>18</u>	<u>78,100</u>	<u>40</u>	<u>131,503</u>
<u>19</u>	<u>58,781</u>	<u>19</u>	<u>79,972</u>	<u>41</u>	<u>134,654</u>
<u>20</u>	<u>60,190</u>	<u>20</u>	<u>81,889</u>	<u>42</u>	<u>137,880</u>
<u>21</u>	<u>61,633</u>	<u>21</u>	<u>83,853</u>	<u>43</u>	<u>141,185</u>
<u>22</u>	<u>63,109</u>	<u>22</u>	<u>85,860</u>	<u>44</u>	<u>144,574</u>
<u>23</u>	<u>64,622</u>				

Fiscal Year 2019 Salary Schedule

<u>Instructor Step</u>	<u>Instructor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>
<u>1</u>	<u>39,302</u>	<u>1</u>	<u>53,472</u>	<u>23</u>	<u>90,028</u>
<u>2</u>	<u>40,244</u>	<u>2</u>	<u>54,752</u>	<u>24</u>	<u>92,185</u>
<u>3</u>	<u>41,208</u>	<u>3</u>	<u>56,065</u>	<u>25</u>	<u>94,395</u>
<u>4</u>	<u>42,196</u>	<u>4</u>	<u>57,407</u>	<u>26</u>	<u>96,657</u>
<u>5</u>	<u>43,206</u>	<u>5</u>	<u>58,783</u>	<u>27</u>	<u>98,975</u>
<u>6</u>	<u>44,242</u>	<u>6</u>	<u>60,191</u>	<u>28</u>	<u>101,344</u>
<u>7</u>	<u>45,302</u>	<u>7</u>	<u>61,634</u>	<u>29</u>	<u>103,774</u>
<u>8</u>	<u>46,388</u>	<u>8</u>	<u>63,112</u>	<u>30</u>	<u>106,260</u>
<u>9</u>	<u>47,499</u>	<u>9</u>	<u>64,623</u>	<u>31</u>	<u>108,806</u>
<u>10</u>	<u>48,638</u>	<u>10</u>	<u>66,173</u>	<u>32</u>	<u>111,414</u>
<u>11</u>	<u>49,805</u>	<u>11</u>	<u>67,758</u>	<u>33</u>	<u>114,083</u>
<u>12</u>	<u>50,997</u>	<u>12</u>	<u>69,381</u>	<u>34</u>	<u>116,820</u>
<u>13</u>	<u>52,220</u>	<u>13</u>	<u>71,046</u>	<u>35</u>	<u>119,616</u>
<u>14</u>	<u>53,472</u>	<u>14</u>	<u>72,747</u>	<u>36</u>	<u>122,484</u>
<u>15</u>	<u>54,752</u>	<u>15</u>	<u>74,490</u>	<u>37</u>	<u>125,420</u>
<u>16</u>	<u>56,065</u>	<u>16</u>	<u>76,277</u>	<u>38</u>	<u>128,427</u>
<u>17</u>	<u>57,407</u>	<u>17</u>	<u>78,102</u>	<u>39</u>	<u>131,507</u>
<u>18</u>	<u>58,783</u>	<u>18</u>	<u>79,974</u>	<u>40</u>	<u>134,659</u>
<u>19</u>	<u>60,191</u>	<u>19</u>	<u>81,892</u>	<u>41</u>	<u>137,885</u>
<u>20</u>	<u>61,634</u>	<u>20</u>	<u>83,854</u>	<u>42</u>	<u>141,189</u>
<u>21</u>	<u>63,112</u>	<u>21</u>	<u>85,865</u>	<u>43</u>	<u>144,574</u>
<u>22</u>	<u>64,623</u>	<u>22</u>	<u>87,921</u>	<u>44</u>	<u>148,044</u>
<u>23</u>	<u>66,173</u>				

ARTICLE 17
Paid Leaves of Absence

Section H. Paid Parental Leave.

Subd. 1. To be eligible for paid parental leave, a faculty member must hold a fixed-term, athletic, NTT, probationary, or tenured appointment of .50 FTE or more during the period in which paid leave is to be used. Faculty Eligible faculty members shall be granted 30 consecutive duty days of paid leave upon the occurrence of a qualifying event. A qualifying event is the birth of a child one or more children of the faculty member or the placement of an adoptive child one or more children to be adopted by the faculty member in the home of the faculty member. Such paid leave must commence within six months of the birth or adoption placement qualifying event. Following the conclusion of a faculty member's paid parental leave provided by this section, a faculty member shall be entitled to take additional unpaid leave as provided in Article 18, Section B, or as otherwise provided in this Agreement.

Subd. 2. The paid leave provided in this section shall run concurrently with any other form of unpaid leave that birth or adoptive parents may be entitled to under other provisions of this Agreement or provided by law. Paid parental leave may, at the faculty member's request, be used in lieu of sick leave for all or part of the period of disability that results from childbirth.

Subd. 3. To facilitate management of the faculty member's assigned duties, normally, a faculty member shall provide 30 days advanced notice prior to the start of a semester(s) or nine-month appointment in which the paid leave provided in this section will be used.

Subd. 4. The paid leave provided in this section is intended to be taken consecutively, and commenced within six (6) months of the qualifying event. By mutual agreement with the employee, the immediate supervisor may authorize eligible employees to use intermittent or reduced workload paid parental leave. Any use of intermittent or reduced workload paid parental leave must be completed within twelve (12) months of the qualifying event. Reduced workload paid parental leave is a reduction in teaching load and/or a comparable workload reduction of non-teaching duties (as described in Article 10 Sections A and B, and Article 10 Section G) not to exceed four (4) credits or its equivalent. Such use of paid parental leave shall be guided by the following principles:

- a. use of intermittent or a reduced workload paid parental leave by the faculty member will have clear administrative benefit to the university;
- b. use of intermittent or a reduced workload paid parental leave by the faculty member will have clear academic or programmatic benefit to students;
- c. use of intermittent or a reduced workload paid parental leave by the faculty member is necessary to avoid the loss of a significant benefit or right by the faculty member which is otherwise beyond the control of the faculty member to avoid; or
- d. for the convenience of the faculty member, provided that use of intermittent or a reduced workload paid parental leave imposes no additional burden or inconvenience on the university.

ARTICLE 19
Professional Improvement

Section A. Professional Improvement Funds.

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

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

Subd. 3. The funds distributed shall be no less than four hundred thousand dollars (\$400,000) in FY ~~2016~~ 2018 and ~~four hundred~~ five hundred twenty thousand dollars (~~\$400,000~~ \$520,000) in FY ~~2017~~ 2019. All funds shall be distributed each fiscal year to the universities on the basis of the number of FTE faculty at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO indicating the amount allocated to each university.

Subd. 4. In FY 2019, professional improvement funds of not less than fifty-nine thousand, five hundred dollars (\$59,500) per academic year shall be available to adjunct faculty for improving professional competence related to their teaching assignments. All funds shall be distributed to the universities on the basis of the number of adjunct faculty at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO indicating the amount allocated to each university.

Subd. 4 5. The President, after meeting and conferring with the Association, shall establish procedures and criteria for the application and awarding of these funds to individual faculty members. Awards shall be made by the President.

Section B. Professional Study and Travel.

Subd. 1. The IFO and MnSCU recognize the need for faculty development relating to their university's mission. Therefore, each department/unit will be allocated professional study and travel funds at the rate of not less than one thousand three hundred eighty dollars (~~\$1,300~~ \$1,380) in FY ~~2016~~ 2018 and one thousand ~~three~~ four hundred eighty ~~eighty~~ fifty dollars (~~\$1,380~~ \$1,450) in FY ~~2017~~ 2019 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
Departments and Department Chairpersons

Section A. Departments.

Subd. 1. The President may, after meeting and conferring, designate or redefine various academic departments and programs consistent with the university's mission and scope of academic activity. Departments or programs defined as of the date of execution of this Agreement shall continue to exist unless the President, after meeting and conferring with the Association, redefines departments or programs based upon the needs of the university. Redefinition of departments or programs shall occur no more than once each year, and shall be announced by and effective with the posting of seniority rosters on March 1. Effective July 1, 2018, redefinition of departments or programs shall occur no more than once each year, and shall be announced by February 1st and effective with the posting of seniority rosters on March 1. Such actions shall not be subject to the provisions of the grievance procedure.

ARTICLE 21
Appointment of Faculty

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

Subd. 3. Adjunct Appointments.

- a. The Administration and the IFO recognize that circumstances may dictate that faculty tasks cannot be accomplished within the workload of permanent faculty, including overload. When the President/designee determines that such conditions exist he/she may authorize adjunct appointments in accordance with the following principles:
 1. To meet temporary staffing needs due to enrollment increases for which normal full funding is not provided.
 2. To meet temporary staffing needs when faculty are reassigned to other duties or who are on sabbatical, phased retirement or the annuitant employment program, or on other leaves of absence.
 3. To teach courses requiring special expertise and/or to meet special programmatic needs of departments where such expertise and needs cannot otherwise be provided by the faculty within the department.

- d. Assignment/Workload. An adjunct faculty member shall not teach more than ~~ten (10)~~ twelve (12) credits in any one (1) academic year.

ARTICLE 22
Professional Development and Evaluation

Section C. Schedule and Frequency.

Subd. 1. Frequency. Faculty shall be evaluated and shall submit ~~progress~~ reports according to the schedule set forth in this section. Faculty members who are scheduled for evaluation less frequently than every year may request more frequent evaluation. With the agreement of the Dean/designee, faculty who are not required to submit professional development plans may do so in order to receive feedback.

Appointment Type	Professional Development Plan	<u>Submission of Reports</u>	<u>Evaluation Period and Progress Reports</u>
Fixed Term Faculty appointed to less than .75 FTE	None	<u>None</u>	None
Fixed Term Faculty appointed to .75 FTE or more	Annually	<u>Annually</u>	Annually
Community Faculty	None	<u>First year, every other year thereafter</u>	First year, every two (2) years biennially thereafter
Adjunct Faculty	None	<u>None</u>	None
Head Coaches	Annually	<u>Annually</u>	Annually
Assistant Coaches, appointments totaling .75 FTE or more	Annually	<u>Annually</u>	Annually
Assistant Coaches, appointments totaling less than .75 FTE	None	<u>None</u>	None
Probationary Faculty appointed to .50 FTE or more	Annually	<u>Annually</u>	Annually
Tenured and Non-Tenure Track Faculty (below the rank of Full Professor)	Every four (4) <u>two (2)</u> years	<u>Oral report to immediate supervisor in year one (1). PDR in year two (2).</u>	Annually <u>Two (2) years</u>
Tenured and Non-Tenure Track Faculty at the rank of Full Professors	Every four (4) years	<u>Summary report in year two (2). PDR in year four (4).</u>	Summary report in year two (2). Full report in year four (4).

Appointment Type	Professional Development Plan	Submission of Reports	Evaluation Period and Progress Reports
			Four (4) years

Subd. 2. Schedule for Evaluation. Except as otherwise provided herein, the President shall establish a schedule for evaluation, consisting of time tables for preparation of professional development plans, ~~annual~~ progress reports, and 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~~ professional development report by the end of the spring semester. Probationary faculty in their second year shall submit their PDP within fifteen (15) working days after completion of the evaluation process of their first year.

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

Subd. 4. Record Keeping. Copies of ~~progress~~ professional development reports submitted pursuant to this Article together with written comments provided to the faculty member shall be sent to the appropriate chairperson(s), and to the faculty member's personnel file.

Section G. Post-Tenure Review. For the purpose of maintaining and improving effectiveness, tenured faculty members shall be evaluated and shall submit ~~progress~~ reports as described in this article. The Dean/designee and/or Athletic Director/designee shall submit written comments in response to ~~summary~~ written reports submitted by faculty members in accordance with this article.

ARTICLE 23 Retrenchment

Section B. Procedure.

Subd. 5. Out of Order Layoff. At any time following the notice described in Subdivision 4 of this Section, a tenured or NTT faculty member not identified for layoff may propose to the President/designee that the proposing faculty member be laid-off without regard to the provisions of Subdivision 3 of this Section. Within fifteen (15) days of receiving such a

proposal, the President/designee will in writing decline or agree to the proposal. Once timely accepted by the President/designee, such proposals become effective as notices of retrenchment and may not be rescinded except upon written notice from the President. Provided that the faculty member otherwise satisfies the eligibility criteria, a faculty member who is laid off by operation of this subdivision shall be deemed to have been laid-off and have provided timely notice of separation for purposes of the benefits described in Article 11, Section C, Article 14 ~~35~~, Section C, Subd. 3, and Article 16. Faculty laid off by operation of this subdivision shall not be afforded the rights and benefits described in Sections C-F of this Article, but shall be allowed to continue insurance as provided in Section F, Subd. 2.

ARTICLE 24

Faculty Rights in Disciplinary and Investigative Action

Section B. Investigative Suspension. After notice to, and when reasonably practicable consultation with, the Faculty Association, the ~~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 suspension shall not exceed twenty (20) days. 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

Tenure, Promotions, and Non-Renewal

Section D. Promotion.

Subd. 7. Eligibility for promotion. Length of service in rank and at the university may be a factor in consideration for promotion. Normally, three (3) years in rank, with two (2) PDR evaluations conducted in accordance with Article 22, since the initial assignment to rank or last promotion will be is a minimum prerequisite for consideration for promotion (~~See Article 22~~). All full-time faculty whose appointments are effective after the beginning of the academic year shall be considered as having begun service at the beginning of that academic year. Faculty members who do not receive an full evaluation under Article 22 shall not be denied consideration for promotion.

Subd. 8. Effective date of promotion. All promotions shall take effect on the first duty day of the subsequent year as indicated in the appointment form with the start of the fiscal year following the President's decision to promote.

Section E. Non-Renewal of Probationary Faculty

Subd. 6. Probationary faculty members who are non-renewed without evaluation in compliance with Article 22 during the academic year in which the notice of non-renewal is given shall have their non-renewal rescinded and obtain an additional year of employment during which an appropriate evaluation shall be conducted.

The additional year of employment shall not automatically confer tenure upon faculty members nor shall it be construed as authorizing the Administration to intentionally avoid conducting an evaluation to thereby extend the probationary period. Faculty members who fail to submit their ~~Progress Report~~ professional development report in accordance with Article 22 shall lose the protection provided by this subdivision.

ARTICLE 27

Section F. Sick Leave Balance. Once each academic year, each faculty member shall receive from the Employer a statement of his/her balance of unused sick leave accumulations. The Employer's obligation can be satisfied by providing an electronic means of accessing the faculty member's current sick leave balance.

ARTICLE 34

Duration

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, ~~2015~~ 2017, and remain in full force and effect through June 30, ~~2017~~ 2019.

ARTICLE 35

Insurance

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

Subd. 2. Faculty Members - Special Eligibility. The following faculty members are also eligible to participate in the Group Insurance Program:

- c. Separated Employees Under M.S. 43A.27.** Pursuant to M.S. 43A.27, Subdivision 3a(1), a faculty member who separates or retires from State service, and who, at the time of separation has five (5) or more years of allowable pension service, and is entitled to immediately receive an annuity under a State retirement program or is immediately eligible to receive a retirement benefit under Chapter 354B, and who is not eligible for regular (non-disability) Medicare coverage, may continue to participate in the health and dental coverages offered through the Group Insurance Program at his/her own expense.

Consistent with Minnesota Statutes §43A.27, Subd. 3a(2), an employee who separates or retires from State service and who, at the time of separation is at least fifty (50) years of age and has at least fifteen (15) years of State service, may continue to participate in the health and dental coverages offered through the Group Insurance Program at his/her own expense. A spouse of a deceased retired faculty member may continue health and dental coverages through the Group Insurance Program provided the spouse was dependent under the retired member's coverage at the time of the retiree's death and continues to make the required premium payments. Retiree coverage must be coordinated with Medicare.

- e. **Adjunct / Community faculty with multiple appointments.** An adjunct or community faculty member holding separate appointments at different MnSCU institutions shall have such assignments combined for purposes of determining eligibility under Article 14 35. To be eligible for this benefit, such adjunct / community faculty members must report any multiple appointments to the human resource office at each reporting institution.

Section D. Amount of Employer Contribution. ~~For faculty members eligible for an Employer Contribution as described in Section C, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2016.~~ The Employer Contribution amounts and rules in effect on June 30, ~~2015 2017~~, will continue through December 31, ~~2015 2017~~.

Subd. 1. Contribution Formula - Health Coverage.

- a. Faculty Member Coverage. ~~Beginning on January 1, 2015, for~~ For faculty member health coverage ~~for the 2018 and 2019 plan years~~, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
- b. Dependent Coverage. For dependent health coverage for the ~~2016 2018 and 2017 2019~~ plan years, the Employer contributes an amount equal to eighty five percent (85%) of the dependent premium of Advantage.

Subd. 2. Contribution Formula - Dental Coverage.

- a. Faculty Member Coverage. For faculty member dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the faculty member premium of the State Dental Plan, or the actual faculty member premium of the dental plan chosen by the faculty member. However, for calendar years beginning January 1, ~~2016 2018~~, and January 1, ~~2017 2019~~, the minimum employee contribution shall be ~~five dollars (\$5.00)~~ thirteen dollars and fifty cents (\$13.50) per month.

Section E. Coverage Changes and Effective Dates.

Subd. 1. When Coverage May be Chosen.

- a. Newly Hired Employees. All faculty members hired to an insurance eligible position must make benefit elections by their initial effective date of coverage as defined in this article, Section E, Sub. 3. Insurance eligible employees will automatically be enrolled in basic life coverage. If faculty members eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, and do not waive medical coverage, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access

standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the faculty member's residence at the beginning of the insurance year. If a faculty member does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled. If a faculty member who was re-hired after a previous separation period of 365 days or fewer does not choose a health plan administrator during open enrollment, that employee and any dependents will be defaulted to the plan administrator in which they had enrolled previously.

- b. Eligibility Changes. Faculty members who become eligible for a full Employer Contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees do not choose a health plan administrator and primary care clinic and do not waive coverage within this thirty (30) day time frame, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

- c. Waiving Medical Coverage. Effective July 1, 2017** faculty members may choose to waive medical coverage. If a faculty member is eligible for the full employer contribution and desires to waive medical coverage, the faculty member must submit a Waiver of Medical Coverage form and provide proof of other coverage by the end of the faculty member's enrollment period. If a faculty member does not submit the form and proof by the end of the faculty member's enrollment period, the faculty member will be enrolled in medical coverage, with the next opportunity to waive coverage during Open Enrollment or upon a permitted Qualified Life Event. If a faculty member waives medical coverage, the faculty member can elect it again during the next Open Enrollment or midyear upon a permitted Qualified Life Event.

Section F. Basic Coverages.

Subd. 1. Faculty Member and Family Health Coverage.

- b. **Coverage under the Minnesota Advantage Health Plan (Advantage).** From July 1, ~~2015~~ 2017 through December 31, ~~2015~~ 2017, health coverage under the SEGIP will continue at the level in effect on June 30, ~~2015~~ 2017. Effective January 1, ~~2016~~ 2018, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

1. **Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
 - i. **Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section E. Dependents must be enrolled through the same plan administrator as the employee.
 - ii. **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefit Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
 - iii. **Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.
 - iv. **Advantage Benefit Chart for Services Incurred During Plan Years ~~2016 2018 and 2017~~ 2019.**

2016 2018 and 2017-2019 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$150/300	\$250/500	\$550/\$1,100	\$1,250/\$2,500
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$25 2) \$30	1) \$30 2) \$35	1) \$60 2) \$65	1) \$80 2) \$85
In-Network Convenience Clinics and Online Care (deductible waived)	\$40	\$40	\$40	\$40
Emergency room copay	\$100	\$100	\$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	\$100 \$60	\$200 \$120	\$500 \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50			
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,200/\$2,400	\$1,200/\$2,400	\$1,600/\$3,200	\$2,600/\$5,200

5. Prescription drugs.

~~iv. **Special Coverage for “Grandparented Diabetic Group”.** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991, and who were identified as having used these supplies during the period from January 1, 1991, through September 30, 1991, (herein the “Grandparented Diabetic Group”), diabetic supplies are covered as follows:~~

~~Test tapes and syringes are covered at one hundred percent (100%) for the greater of a thirty (30) day supply or one hundred (100%) units when purchased with insulin.~~

~~v. **Special Coverage for Nicotine Replacement Therapies.** There will be no copayment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt in for Coaching, and are engaged in a plan sponsored smoking cessation program, or other program as documented by the Health Coach.~~

11. In-Network Convenience Clinics and Online Care. Services rendered at in-network convenience clinics and online care are not subject to a ~~ten dollar (\$10)~~ copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care visits. (Note the prescriptions received as a result of a visit are subject to the drug copayment maximums as described above at Section F, Subd. 1 b 5.)

c. Benefit Level Two Health Care Network Determination. Issues regarding the health care networks for the ~~2017~~ 2018 insurance year shall be negotiated in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the ~~2017~~ 2018 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

Section G. Optional Coverages

b. Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:

1. Copayments. Effective January 1, ~~2016~~ 2018, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services

provided through the State Dental Plan are subject to the State Dental Plan’s managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
<u>Implants</u>	<u>80% after deductible</u>	<u>50% after deductible</u>
Prosthetics	50 80% after deductible	50% after deductible
Prosthetic Repairs	50 80% after deductible	50% after deductible
Orthodontics*	50 80% after deductible	50% after deductible

~~*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.~~

2. **Deductible.** An annual deductible of fifty dollars (\$50) and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
3. **Annual maximum.** State Dental Plan coverage is subject to a ~~one two thousand five hundred~~ two thousand dollar (~~\$1,500~~ 2,000) annual maximum benefit payable (excluding orthodontia) per person. “Annual” means per insurance year.
4. **Orthodontia lifetime maximum.** Orthodontia benefits are ~~available to eligible dependent children ages eight (8) through eighteen (18)~~ available to eligible dependent children ages eight (8) through eighteen (18) subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

Subd. 3. Disability Coverage.

- a. **Short-term Disability Coverage.** A faculty member may purchase short-term disability coverage that provides benefits from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a faculty member’s salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this article, Section E, Subd. 3. does not require evidence of insurability.

For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability. A faculty member who is insurance eligible and moves from a temporary position to a permanent (tenure track) position will be allowed to enroll in short-term disability coverage within thirty (30) days of the event without providing evidence of insurability.

- b. Long-term Disability Coverage.** New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this article, Section E, Subd. 3. A faculty member who is insurance eligible and moves from a temporary position to a permanent (tenure track) position will be allowed to enroll in long-term disability coverage within thirty (30) days of the event without providing evidence of insurability. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, a faculty member may purchase long-term disability coverage that provides benefits from three hundred dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the faculty member's salary, commencing on the one hundred eighty-one (181st) day of total disability, and not subject to evidence of insurability but with a limited pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen percent (15%) of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the faculty member becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

APPENDIX C

Letter of Understanding

Between
Minnesota State Colleges and Universities
and
Inter Faculty Organization
Grievances

The parties to this Agreement agree that with respect to filing and processing of grievances the implementation of the Agreement between the Minnesota State University Board and the Inter Faculty Organization effective July 1, ~~2015~~ 2017, to June 30, ~~2017~~ 2019, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of ratification of the ~~2015-2017~~ 2017-2019 Agreement will be subject to interpretation in

APPENDIX G

Guidelines for Evaluation

Evaluation focuses on the five criteria set forth in Article 22, Section B, of the Agreement. This Appendix provides guidance regarding some of the types of evidence which may be 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 Professional Development Plan (PDP) and Professional Development Report (PDR). It is recommended that each campus, 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.

Article 22 notes, “As the primary professionals in the teaching/learning process of the university, faculty place continuous emphasis on the development and improvement of their professional competence and productivity.” It is recommended that the department/unit encourage and the individual faculty member demonstrate continuous growth in development and improvement in the selection and reflection of evidence with each submitted PDP and PDR. Over the course of PDR submissions, the faculty member’s evidence should reflect continuing professional growth.

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

For teaching faculty, effective teaching shall be the principal proportion of the five criteria considered in evaluation. 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. Because teaching or other current assignments embraces activities and responsibilities beyond classroom instruction, evaluation may address effectiveness in course development, interdisciplinary course or program development and delivery, curriculum design, instructional innovation, ability to organize, analyze and present knowledge, instructional advisement, assessment of student learning, support activities for teaching and learning, and other such related activities. Evidence of effectiveness regarding non-teaching assignments will differ depending on the assignment.

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

- ~~Developing and using~~ Develop and quality update syllabi that address established course outcomes
- ~~Developing and updating~~ Develop and update course outcomes and content
- ~~Developing and updating~~ Develop and update curriculum
- ~~Providing student~~ Demonstrate the use of assessments of teaching effectiveness—student learning
- ~~Providing~~ Provide peer evaluations and reviews of teaching/performance effectiveness

- ~~Developing and using~~ Demonstrate the use of measures to evaluate student progress and learning outcomes
- ~~Meeting~~ Demonstrate effective implementation of relevant accreditation or other professional standards
- ~~Incorporating~~ Demonstrate the use of multicultural, anti-oppression, and/or inclusion perspectives in teaching methods and other current assignments
- ~~Demonstrating~~ the nature and quality of assignments
- ~~Incorporating~~ Demonstrate the use of relevant pedagogical approaches
- ~~Providing course assistance to students~~
- ~~Reviewing, revising and updating courses and teaching approaches~~
- ~~Demonstrate~~ Providing timely and quality feedback to students
- ~~Receiving and/or being nominated for~~ Receive nominations or teaching awards

~~Evidence of effectiveness regarding non-teaching assignments will differ depending on the assignment.~~

Criterion 2. Scholarly or creative achievement or research. This criteria ~~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 or creative achievement or research ~~of success in meeting this criterion~~ may include, but is not limited to:

- published works
- works in progress
- unpublished and published reports
- abstracts
- research briefs
- letters to the editor published in disciplinary and professional journals
- software and other technologically delivered academic products
- ~~other scholarly works~~
- ~~submitting and/or receiving~~ patents
- ~~delivering~~ presentations at professional meetings
- ~~applying for, writing, receiving and reporting on grants~~ grant applications, reports and awards
- ~~receiving and/or being nominated for~~ receive nominations or scholarly awards
- ~~presenting~~ invited lectures or presentations
- ~~participating in~~ panels and symposia presentations
- ~~participating in~~ policy analysis
- ~~playing an~~ editorial or advisory roles for professional journals or publications
- ~~participating on~~ evaluation panels for research funding
- ~~participating in~~ exhibitions, juried shows, musical or theatrical performances
- consulting
- ~~writing~~ accreditation reports
- ~~conducting~~ research projects
- ~~contributing to/assisting~~ collaboration in the scholarly growth of students, peers and other scholars

- ~~researching multiculturalism, anti-oppression, and/or inclusion topics~~ research that contributes to a profession and/or to higher education including but not limited to multiculturalism, anti-oppression and inclusion topics
- ~~acceptance of grants and/or the faculty member's participation in a contract between the university and an external~~ third-party grants and contracts
- co-authorship of student-based research or co-development in student-based creative activity
- coaching manuals and/or playbooks

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

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

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

- developing student-centered curricula
- providing academic and/or career advising
- contributing to student retention and graduation
- participating in and supervising any and all levels of student-based research or creative activity
- assisting in the scholarly growth of students
- mentoring students
- serving or advising student clubs, organizations or societies
- assisting students seeking
 - graduate and professional study
 - scholarships, fellowships, practica and internships
 - employment
- ~~providing information~~
- providing letters of recommendation
- developing community and business partnerships to enhance job placements
 - applied liberal arts opportunities

- working with students in multicultural, anti-oppression, and/or inclusion topics and efforts

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

- serving on and contributing to program, department, school/college, university, and system committees and governance
- mentoring colleagues and students
- performing leadership roles within the university and/or system
- participating in accreditation, program review, and assessment
- fostering alumni relations and promoting university advancement
- recruiting and retaining students
- delivering special university lectures, seminars, workshops or development activities
- serving on regional, national and international professional bodies
- participating in and consulting with community organizations
- providing community presentations and outreach
- developing and supporting community partnerships
- developing and supporting international programs and partnerships with universities and educational service organizations
- working with the community and/or campus in multicultural, anti-oppression and/or inclusion topics and efforts

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