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2017-2019 Tentative Settlement Language Changes Summary

ARTICLE 4 Academic Freedom

Section B. Prohibition

The prohibition on recording faculty without consent will not apply to interviews of faculty members that are conducted as part of an investigation or inquiry into complaints or allegations of inappropriate conduct. Upon request, a copy of a recorded interview will be made available to the affected faculty member.

ARTICLE 5 Definitions

Section A, Subd 37. Professional Development Report or Progress Report

The term “progress report” will be eliminated from the contract, and instead, the term “Professional Development Report” and / or “PDR” will be used to refer to the reports submitted pursuant to Article 22 describing progress made in respect to achieving objectives as specified in the professional development plan.

ARTICLE 10 Workload

Section G. Athletic Directors, Coaches, and Trainers

The minimum for initial athletic appointments for head coaches will be raised to three years (from two); assistant coaches may be offered an initial athletic appointment of up to 3 years.

Salary supplement for coaches with athletic appointments maximum raised to \$160,000.

Section J. Metropolitan State University Community Faculty

Workload for community faculty raised to 12 credits per academic year.

Professional Improvement funds raised to \$32,500 per year, beginning in the 2018-2019 academic year.

Obsolete/redundant language is removed from Subdivision 7 (as a technical, not substantive, change).

ARTICLE 11 Salaries

Section C. Faculty Who Provide Early Notice of Retirement

Language added to clarify that faculty in the Professor lane who cannot receive the early notification of retirement steps because they are on the top step receive a one-time payment of \$4,800 (pro-rated by FTE) in lieu of the two step increase provided for in this section and faculty in the Instructor lane who cannot receive the early notification of retirement steps because they are on the top step receive a one-time payment of \$1,490 (pro-rated by FTE) in lieu of the two step increase; and to clarify when nine-month faculty who are on a nine-month appointment outside of the academic year must give notice of retirement to receive the two step increase.

Section I. Salary Equity

New language provides that administration will give written notice to faculty members, the system office and the IFO of a salary review upon promotion or terminal degree completion; the notice must 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.

Section J. Part-Time Faculty Placement on Salary Schedule

Changes the threshold from ten to twelve credits for when faculty are to be placed on the salary schedule, to coincide with the workload cap increase to twelve credits for faculty with adjunct and community faculty appointments.

Section K. Career Steps

Beginning in the 2018-2019 academic year, faculty on the salary schedule who have ten (10), seventeen (17), or twenty-five (25) years of service shall receive two (2) additional steps at the beginning of their eleventh (11th), eighteenth (18th), or twenty-sixth (26th) year of service respectively.

For purposes of implementation of this section, faculty on the salary schedule who have completed seventeen (17), eighteen (18), nineteen (19), or twenty (20) years of service as of July 1, 2018, shall receive two (2) additional steps in the 2018-2019 academic year; and faculty who have completed twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), or thirty (30) years of service as of July 1, 2018, shall receive two (2) additional steps in the 2018-2019 academic year.

Section L. Minimum Salary Placement

Beginning in the 2018-2019 academic year, Instructors shall not be placed below step six (6) in the Instructor lane.

Section M. Adjunct and Community Faculty

Beginning in the 2017-2018 academic year, salaries of adjunct and community faculty members shall be not less than \$1449 per credit.

Beginning in the 2018-2019 academic year, salaries of adjunct and community faculty members shall be not less than \$1484 per credit.

For adjunct and community faculty whose FLSA status is non-exempt due to other work assignments with the State of Minnesota, administration may pay an hourly rate of pay for credit generating work, as long as the aggregate pay for each credit hour of instruction is not less than the minimum adjunct / community faculty rates for each academic year of the contract.

ARTICLE 17 Paid Leaves of Absence

Section H. Paid Parental Leave

Language added to clarify that parental leave is available for faculty with fixed term, athletic, NTT, probationary, or tenured appointments of at least .50 FTE, and that faculty are not required to use sick leave for any part of their parental leave. The language also clarifies that parental leave is 30 consecutive duty days that must begin within six months of the birth or adoption of one or more children.

New language will allow faculty, with agreement of their immediate supervisor, to take parental leave up to 30 duty days on an intermittent basis (rather than 30 consecutive days) or as a reduction in workload of up to 4 credits, as long as the reduced workload or intermittent leave is completed within twelve months of the birth or adoption of one or more children.

ARTICLE 19 Professional Improvement

Section A. Professional Improvement Funds

Professional Improvement funding will increase to \$520,000 per academic year beginning in the 2018-2019 academic year.

A new, separate professional improvement fund will be available for faculty with adjunct appointments. Beginning in the 2018-2019 academic year, \$59,500 per academic year will be available to faculty with adjunct appointments for improving professional competence related to their teaching assignments. Funds will be distributed to each university based on the number of faculty with adjunct appointments at each institution.

Section B. Professional Study and Travel

Beginning in the 2018-2019 academic year, Professional Study and Travel funds increase to \$1,450 per each full-time equivalent faculty in the department as of the beginning of each academic year.

ARTICLE 20 Departments and Department Chairpersons

Section A. Departments

Beginning in the 2018-2019 academic year, redefinition of departments or programs shall be announced by February 1 (rather than by March 1).

ARTICLE 21 Appointment of Faculty

Section E. Appointment

Language added to clarify that adjunct appointments may be used to meet temporary staffing needs when faculty are on phased retirement or the annuitant employment program.

Workload for faculty with adjunct appointments raised to 12 credits per academic year.

ARTICLE 22 Professional Development and Evaluation

Section C. Schedule and Frequency

The chart establishing the frequency for submission of professional development plans and reports is clarified by a division of the last column into two separate columns, one to indicate the frequency of submission of reports, and another column to indicate the length of the evaluation period for each appointment type. New language in the chart requires tenured (and NTT) faculty below the rank of full professor to submit a plan every two years, and establishes that they will have a two-year evaluation period. The new language requires tenured (and NTT) faculty below the rank of full professor to submit an oral report to their immediate supervisor in the first year of their two-year evaluation period, and a PDR in the second/final year of their evaluation period.

The term “progress report” is eliminated in Article 22 (and throughout the contract), and instead, the terms “Professional Development Report”, “report” and / or “PDR” are used to refer to the reports describing progress made in respect to achieving objectives as specified in the professional development plan.

Section E. Progress Reports

The term “progress report” is eliminated in Article 22 (and throughout the contract), and instead, the terms “Professional Development Report”, “report” and / or “PDR” are used to refer to the reports describing progress made in respect to achieving objectives as specified in the professional development plan.

Section G. Post-Tenure Review

The reference to “summary” report is replaced with a reference to a “written” report.

ARTICLE 23 Retrenchment

Section B. Procedure

Technical correction to remove the obsolete reference to Article “14” and replace it with the correct reference to Article “35”.

ARTICLE 24 Faculty Rights in Disciplinary and Investigative Action

Section B. Investigative Suspension

New language ensures that the President /authorized designee will notify, and consult with when practical, the Faculty Association, prior to placing faculty on an investigative suspension.

ARTICLE 25 Tenure, Promotions, and Non-Renewal

Section D. Promotion

The reference to a “full” evaluation is removed, and language is added to clarify that the minimum prerequisite for consideration for promotion normally is three years in rank with two PDR evaluations since initial assignment to rank or the last promotion.

Section E. Non-Renewal of Probationary Faculty

The term “progress report” is replaced with “professional development report” in keeping with similar changes made elsewhere in the contract to eliminate references to “progress report.”

ARTICLE 27 General Provisions

Section F. Sick Leave Balance

New language provides that the employer’s obligation to provide a statement of a faculty member’s balance of unused sick leave accumulations can be satisfied by providing an electronic means of accessing the faculty member’s current sick leave balance.

ARTICLE 34 Duration

Technical change to provide that the effective date of the contract is July 1, 2017, through June 30, 2019.

ARTICLE 35 Insurance

Section B. Eligibility for Group Participation.

Technical change to clarify that the provision allowing faculty with multiple adjunct appointments at different MnSCU institutions to combine assignments for determining eligibility for health insurance under Article 35 includes community faculty appointments.

APPENDIX C Letter of Understanding

Technical changes in the dates to provide that grievances filed prior to the date of ratification of the 2017-2019 Agreement are subject to the terms of the 2015-2017 Agreement and will not be made invalid due to changes in the 2017-2019 Agreement.

APPENDIX G Guidelines for Evaluation

New language provides that departments should encourage, and the individual faculty should demonstrate continuous growth in development and improvement in the selection and reflection of evidence in each PDP and PDR, and evidence should reflect continuing professional growth.

Criterion I.

Language added to clarify that the criterion includes other current assignments in addition to teaching and adds that evaluation may address effectiveness in assessment of student learning and support activities for teaching and learning.

Bulleted items are clarified.

Criterion 2.

Language is clarified to provide that the criterion is evidence of scholarly or creative achievement or research.

Two new bullets are added to include as evidence of Criterion 2:

- co-authorship of student-based research or co-development in student-based creative activity
- coaching manuals and/or playbooks

Other bulleted items are clarified.

Criterion 3.

Language is clarified to provide that the criterion is evidence of continuing preparation and study.

Criterion 4.

Language is clarified to provide that the criterion is evidence of contributions to student growth and development.

New bullet added to include as evidence of Criterion 4:

- assisting in the scholarly growth of students

Other bulleted items are clarified.

Criterion 5.

Language is clarified to provide that the criterion is evidence of service to the university and community.

For questions or comments about these changes please contact IFO Legal/Labor & Equity Director Pat Arseneault at arsen@ifo.org.