



OPERATING PROCEDURES

The recodification of the IFO Operating Procedures was adopted by the IFO Board on January 10, 1997.

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Bold typeface connotes text from the Constitution.

Chapters 17, 18, 19, 20 and the Appendices pertain to matters beyond the Constitution.

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CHAPTER I: NAME

A. Name

- 1. The name of this organization shall be the Inter Faculty Organization of the Minnesota State Universities (IFO).**
- 2. The organization shall be composed of faculty members of the Minnesota State Universities of the Minnesota State Colleges and Universities (MnSCU).**

CHAPTER II: PURPOSE

A. Purpose

The purpose of this organization shall be to promote the welfare of the faculties of the Minnesota State Universities and to improve public higher education through such activities as faculty participation in the governance of the Minnesota State Universities and the Minnesota State Colleges and Universities (MnSCU).

CHAPTER III: STRUCTURE

A. Delegate Assembly

- 1. There shall be two forms of the Delegate Assembly, General and Interim.**
 - a. The General Delegate Assembly (GDA) shall have the authority to establish policies, approve budgets, and review actions of the IFO Board of Directors.**
 - b. Interim Delegate Assemblies are called, as needed, at the discretion of the Board by a simple majority vote.**
 - c. Chapter XI (C)(2)(a) also provides for calling a special session of the GDA on petition of at least 20 percent of the membership.**

B. Board of Directors

Subject to Section I of this article, the managing Board of this organization shall be the IFO Board of Directors. The IFO Board of Directors shall have full power to act for the IFO when the Delegate Assembly is not in session.

C. Local Faculty Associations

Members of the IFO shall also be members of the local component university association established by the IFO and referred to as a State University Faculty Association.

D. IFO Operating Procedures (OP)

- 1. The IFO Operating Procedures shall be established by the Delegate Assembly or the IFO Board of Directors when the Delegate Assembly is not in session. Such procedures may be augmented, revoked or amended in a similar manner.**
 - a. Unless otherwise provided, such action shall require a majority vote of a quorum.
 - b. When an Operating Procedure requires a two-thirds majority of the Board or GDA for adoption, it shall also require a two-thirds majority for modification or deletion.
- 2. The IFO Operating Procedures shall be kept current and maintained at the IFO office, with copies available upon request. [See Chapter XIX(E)(1)]**
3. Not less than biennially, an ad hoc committee established by the Executive Committee shall review and make recommendations regarding revision of the IFO Operating Procedures. [See Chapter IX(F)(3)] [Board 10/21/11]
4. The IFO Board of Directors requires a first and second reading of all IFO Operating Procedure changes. A vote may be taken after the second reading occurs to accept/reject the change and a final vote may occur at the same meeting. If a majority of the Board determines that quick action is needed on an item, this rule can be suspended. [Board 2/27/09]

[Chapter III revised by Board 9/15/06]

CHAPTER IV: MEMBERSHIP

A. Membership

- 1. The membership of the Inter Faculty Organization shall consist of the faculty of the Minnesota State Universities who are eligible under the appropriate legislation and the Bureau of Mediation Services unit determinations, and who pay assessed dues.**
 - a. All State University faculty who are included in the IFO bargaining unit and are subject to any Collective Bargaining Agreement entered into between the IFO and MnSCU are eligible for membership.
 - b. Faculty may choose to be members of the IFO by applying for membership and agreeing to pay dues. [Board 9/20/18]
 - c. Economic services provided through the IFO shall be available to members only.
2. Application for Membership
 - a. Local Associations shall be provided with membership applications by the IFO office and the IFO State Office shall provide an electronic method for joining. [Board 2/1/13]

- b. Non-members may apply for membership at any time. [Board 2/1/13]
- c. Membership shall be effective when the completed application form is received by the State IFO Office. [Board 2/1/13]

3. Voting Rights

- a. Only members shall be entitled to vote in their local faculty association and statewide IFO elections including all matters put to a statewide IFO vote. [Board 2/1/13]
- b. The Board of Directors, whether by meeting or electronic vote, shall set a cutoff date for membership applications being received in the state office in order for the member to be eligible to vote in a statewide IFO election/vote. The cutoff date shall be set for each statewide election/vote and shall be no more than ten (10) calendar days and no less than one (1) calendar day before voting begins. [Board 2/1/13]

4. Continuing Membership

Membership is continuing in nature until termination of employment or resignation of membership. Upon re-employment, membership shall be automatically reactivated. However, for adjunct and community faculty appointments, membership will continue through the next academic year following the end of the adjunct or community faculty member's fall or spring semester assignment. [Board 4/28/17]

5. Recruitment

A membership drive shall be conducted in March and April, and among new and returning faculty during fall semester. [Board 9/19/03]

B. Membership in Affiliate Organizations

- 1. The Board may propose affiliation or termination of affiliation with other organizations.**
- 2. Approval of such proposals shall require a majority of all IFO members voting by secret ballot. Approval also requires majority affirmative votes at a majority of all campuses voting.** [Membership 4/8/08]

C. IFO Discipline of Union Members [Membership 4/10/12]

- 1. By a majority vote, the IFO Board may discipline members for actions contrary to the best interests of the organization after a procedure that provides due process.** [Membership 4/10/12] The Board's determination of what constitutes cause and/or actions contrary to the best interests of the organization shall be final. [Board 1/12/12]

If the Board finds that the charged member has acted contrary to the best interests of the organization, the Board may, by a majority vote of the entire membership of the Board, take

appropriate disciplinary action. Discipline of the IFO/FA officers other than the IFO President may include removal from IFO/FA office. The IFO President may be suspended from office temporarily by the IFO Board, but may be removed from office only by a recall vote of the membership, as provided in Chapter XIV. [Board 1/12/12]

2. Procedure

- a. Charges against a member for actions contrary to the best interests of the union may be made only by a member of the union and must be filed in writing with the IFO President. Charges against the IFO President must be filed in writing with the IFO Vice President. The written charge must include the factual basis for the charges, a statement of the way in which the action is contrary to the best interests of the union, and must be signed by the member(s) making the charge. [Board 1/12/12]
- b. Within ten calendar days of the filing of the charges, the IFO shall dispatch a copy of the charges to the member against whom charges have been filed. [Board 1/12/12]
- c. The member against whom charges have been filed shall be given the opportunity to provide a written response to the IFO State Office within twelve calendar days of the date on which the IFO dispatched the charge. [Board 1/12/12, 10/25/13]
- d. The Executive Committee shall review the charges and response within 30 calendar days of the filing of the complaint. Within ten calendar days of the review, if at least three members of the Executive Committee agree, the charges shall be placed upon the agenda of the next Board meeting. Otherwise the charges shall be deemed to be dismissed. The IFO shall notify the charged and charging parties of the Executive Committee's decision. [Board 1/12/12]
- e. The EC may commission an independent investigation of the charges, with the resulting information to be provided to the Board. [Board 1/12/12]
- f. The written charges and the charged member's written response shall be provided to the members of the Board in advance of the Board meeting. [Board 1/12/12]
- g. The charging and charged members shall be invited to appear at the Board meeting. [Board 1/12/12]
- h. The Board shall meet and consider evidence and arguments presented by the charging and charged parties, as well as results of any independent investigation. This presentation of evidence shall be open to observation by any IFO member. The Board may go into Executive Session to consult with counsel and for deliberation of a decision. [Board 1/12/12]
- i. The Board shall issue a written decision within ten calendar days of the meeting. Copies shall be provided to the charged and charging parties and made available to the membership. By a two-thirds vote the Board may delay its decision making until the next Board Meeting but no more than forty calendar days. [Board 1/12/12]

D. Dues and Financial Procedures

- 1. Dues and other financial procedures shall be established by the IFO Board or IFO Delegate Assembly in accordance with the IFO Operating Procedures.** [Membership 4/8/08]
2. Dues shall be set annually in conjunction with the adoption of the IFO budget. [Board 11/17/11, 9/20/18]
3. Notice of dues [See Chapter XIX(D)(1)] [Board Motion 11/17/11]

At least annually, ordinarily at the beginning of the academic year, the IFO Office shall publish an explanation of IFO dues and the benefits to be realized from membership. [Board 11/17/11, 9/20/18]

4. Collection of Dues. [Board 11/17/11, 9/20/18]
 - a. IFO bargaining unit faculty have the option of paying dues through payroll deductions or by a single annual payment. The IFO Office shall set the date by which this payment must be made. [Board 11/17/11, 9/20/18]
 - b. Payroll Deductions. Membership dues for full-time faculty shall ordinarily be collected by periodic payroll deductions beginning as soon as practicable at the beginning of the academic year. [Board 11/17/11, 9/20/18]
 - c. Payroll Deduction Authorization. In order to provide a rational basis for annual budgeting and programmatic planning, member authorizations for the payroll deduction of dues will be irrevocable on an annual basis corresponding to the fiscal year and without regard to continuing membership status. A faculty member may cancel a prior authorization for the payroll deduction of dues only by written notice transmitted to the IFO State Office, by U.S. Mail, postmarked no earlier than April 1 and no later than June 15. Such cancellation will be effective at the end of the fiscal year. Authorizations not cancelled during this period will renew from fiscal year to fiscal year. Requests for cancellation which, due to extenuating circumstances, fall outside the April 1-June 15 period must be submitted to the IFO President and will be considered on a case by case basis. [Board 9/18/15, 9/20/18]

E. Membership Records [See Chapter XIX(C)(2)] [Board 2/9/12]

1. The IFO State Office, under the direction of the Executive Committee, shall be responsible for maintaining and updating regularly a list of faculty who are IFO union members and a list of faculty who are not IFO members, but who are included in the IFO bargaining unit, as defined by the State of Minnesota. The IFO State Office shall provide updated lists to Faculty Associations periodically. [Board 2/9/12]
2. Lists of members and non-members may be used by the IFO State Office and Faculty Associations for communications regarding union membership and other official IFO/FA union activity, including organizing activities. [Board 2/9/12, 4/28/17]

3. No other use or distribution of the membership records is permitted unless specifically authorized by the IFO Board of Directors or Executive Committee. [Board 2/9/12]

[Chapter IV revised by Board 9/15/06]

CHAPTER V: OFFICERS AND STAFF

A. Officers

The officers of this organization shall be the president, the vice-president, the secretary, and the treasurer. [Membership 4/8/08]

B. The Executive Committee (EC)

1. **The Executive Committee shall be the President of the IFO and the presidents of the local Faculty Associations. A local Association Vice President may substitute for a local Association President. In the event that a Vice President is not available to substitute for a local Association President, the Executive Committee of the local Association may designate a representative to the IFO Executive Committee with advance notice given to the IFO President.** [Membership 4/8/08]
2. **If the IFO Treasurer is not a local Faculty Association President, he/she shall sit as an *ex officio*, non-voting member of the EC.**

C. Personnel

The IFO Board of Directors or its designees shall hire and retain appropriate employees and/or independent contractors. [Membership 4/8/08, 4/10/12]

D. IFO Employees [Board 11/17/11]

1. **Employment Agreements.** Staff salaries, benefits, and personnel policies shall be contained in written contracts between the staff and the IFO. [Board 1/12/12]
2. **Position Descriptions**
 - a. **Position descriptions for IFO employees shall be kept on file at the IFO Office.** [See Chapter XIX(E)(2)] [Board 11/17/11]
 - b. **Initial position descriptions for all IFO state office employees and other employees employed 800 or more hours in a fiscal year shall be approved by the Board. A list of these positions and their related job descriptions shall be contained in Appendix A.** [Board 11/17/11]
 - c. **At least once every two years the Executive Committee shall review the position descriptions of all IFO state office employees and other employees employed 800 or more hours per fiscal year in order to reconcile differences between the existing description,**

actual duties and needs of the organization. The review shall take place in the second year of the President's term. [Board 11/17/11]

3. For accounting and IRS purposes, IFO employees shall be treated as accountable employees. [Board 11/17/11]
4. IFO employees from the state office shall provide prior notice of a campus visit to the FA president. [Board 11/17/11]
5. Local Campus Employees [Board 11/17/11]
 - a. All Faculty Association employees on the campuses shall be employees of the IFO. All local employees shall be paid directly through the IFO state office and shall be insured under the IFO's Workers' Compensation Policy. [Board 11/17/11]
 - b. Faculty Associations may hire employees for fewer than 800 hours per fiscal year subject to compliance with IFO personnel policies. FAs shall be responsible for developing, reviewing and revising job descriptions for IFO employees employed on their respective campuses for fewer than 800 hours per fiscal year. The FA shall provide copies of job descriptions, letters of appointment and modifications thereof for such employees to the IFO. [Board 11/17/11]
 - c. Faculty Associations may hire employees to work 800 hours or more per fiscal year only with specific approval from the IFO Board of Directors. Local employees, so authorized, working 800 hours or more per fiscal year shall be subject to the IFOSA contract. [Board 11/17/11]
 - d. FA presidents shall be responsible for evaluation of IFOSA-represented IFO employees on their respective campuses. Signed evaluations shall be forwarded to the IFO for inclusion in the official personnel files maintained in the state IFO office for IFOSA-represented employees. Evaluation of employees working fewer than 800 hours per fiscal year on campus shall be at the discretion of the FA. [Board 11/17/11]
 - e. FA campus presidents shall be responsible for supervision of all local employees on their respective campuses. [Board 11/17/11]

E. Faculty Receiving Union Release Time. [Board 11/17/11]

1. Faculty receiving union release time shall remain employees of their respective universities. Faculty receiving summer stipends or other compensation from the IFO to perform work on behalf of the IFO or an FA shall be treated as independent contractors by the IFO for tax-reporting purposes. [Board 11/17/11]
2. The IFO Board may authorize the use of state office paid release time as needed. Faculty receiving such state paid release time shall be expected to limit their schedules to no more than 16 credits per semester or 29 credits per year, including the release time. The IFO will not request and will not reimburse the Employer for union release time which would result in

exceeding such limits. The Board may consider and approve or deny exceptions to such limits but only in advance. [Board 10/25/13]

3. Local Faculty Associations may request use of paid release time for local purposes with such release time being paid for out of the local Faculty Association budget. Such requests must be approved by the Board of Directors (or IFO Exec or IFO President) and the request must indicate whether or not the credit limit in number 2 above will apply to the campus position. [Board 10/25/13].
4. Union officials receiving release time:
 - a. IFO President [See Chapter XVIII(C)(6)(a)] [Board 11/17/11]
 - b. FA Officers [Board 11/17/11]
 - c. Academic Affairs Coordinator. The AAC shall serve as the IFO representative on academic matters within the State Universities and MnSCU. The AAC shall serve as the IFO staff liaison to the Academic Affairs Committee, attend and report upon system wide meetings relating to academic matters at the direction of the IFO President and as designated in the current position description, and recommend IFO positions on academic issues to the IFO Board and its committees. [Board 11/17/11, 3/31/16]
 - d. The AAC shall be an IFO member and shall be appointed by the Board no later than the last Board meeting of the calendar year. The appointment shall be for the succeeding two fiscal years. An AAC appointment may be renewed once by the Board. If the incumbent AAC wants to seek the position beyond a single two-year renewal by the Board, that faculty member may submit materials and be considered in the pool of candidates solicited for the position. The Board may authorize up to 18 credit hours of reassigned time for each fiscal year for the AAC position. If a faculty member serves as AAC during his/her sabbatical, the Board may authorize payment of up to 60 duty days salary in lieu of reassigned time. [Board 11/17/11, 3/31/16]
 - e. If a faculty member serves as an AAC during a non-duty period of phased retirement or while on other authorized unpaid leave, the Board may authorize up to 84 duty days for each fiscal year for that AAC position. Release time credits and duty days may be combined if an AAC is in unpaid status for part of a fiscal year. [Board 12/3/15]
 - f. With the approval of the annual budget, the Board shall provide the payment of compensation for any summertime services expected of the AAC. [Board 3/31/16, 9/20/18]

[Chapter V revised by Board 9/15/06]

CHAPTER VI: ELECTIONS AND TERMS OF OFFICE

A. President

1. Any IFO member in good standing shall be eligible to serve as IFO President. **The President of the Inter Faculty Organization shall be elected by a secret ballot of the membership during April of even-numbered years.** A plurality of those voting shall be required to elect an IFO President. [Board 1/12/12, 2/23/24]
2. **The President shall serve a term beginning in July of even-numbered years and continuing two full years and until an elected successor takes office.** [Membership 4/8/08]
3. **The President may not serve more than two consecutive terms in office.** An IFO President may not hold FA office simultaneously. [Board 1/12/12]
4. Presidential Election
 - a. Nominations for IFO President [Board 1/12/12]
 - 1) Nominating Committee. At the second Board meeting in the fall semester in odd-numbered calendar years, the Board shall select three Board members, no more than one from any one campus, to serve as the Nominating Committee for the election of the president. The Nominating Committee shall solicit nominations from the membership for IFO president, verify the eligibility of candidates and their willingness to serve, and provide interested candidates a list of likely responsibilities, duties and activities that a successful candidate could expect to fulfill. This list would be used as a guideline and would not be exhaustive. [Board 10/29/09, 1/12/12]
 - 2) Nominations. The Nominating Committee shall submit the names of all eligible nominees for IFO president at the nominating meeting, which shall be the first or second Board meeting of spring semester in even numbered calendar years, as determined by the Board. Nominations may also be made from the floor at this meeting. [Board 1/12/12, 10/26/17]
 - 3) Eligibility to Make Nominations. Any IFO member in good standing shall be eligible to make nominations for IFO president. Self nominations are permitted. [Board 1/12/12]
 - b. Campaigning by Candidates for IFO President. [Board 1/12/12]
 - 1) The Elections and Voting Procedures Committee shall compile a candidate questionnaire which shall be provided to nominated and announced candidates for IFO president. Candidate responses shall be published by the IFO. [Board 2/9/12, 2/1/13]
 - 2) Upon request, at the candidate's expense, the IFO shall mail campaign literature for nominees and other eligible candidates for IFO president. Candidates shall control and be legally responsible for the content of the campaign literature mailed on their behalf by the IFO. [Board 1/12/12]

c. State Office Responsibilities [Board 1/12/12]

- 1) The IFO office shall provide and administer a uniform statewide electronic voting system that protects ballot confidentiality, security and accountability. [Board 1/12/12]
- 2) The IFO office shall prepare the ballot format for each presidential election. The ballot shall list candidates' names in alphabetical order. Only the names of candidates nominated at the nominating meeting shall appear on the ballot. However, all ballots shall include an option for write in votes. The IFO office shall distribute to each campus a model ballot for the presidential election. [Board 1/12/12]
- 3) The Board of Directors, whether by meeting or electronic vote, shall set a cutoff date for membership applications being received in the state office in order for the member to be eligible to vote in the IFO presidential election. The cutoff date shall be no more than ten (10) calendar days and no less than one (1) calendar day before voting begins. [Board 3/22/18]

d. Results of the Voting

- 1) Campus-by-campus results, along with the statewide totals, shall be announced to the membership.
- 2) Except in the case of an election objection, ballots shall be destroyed sixty (60) days after publication of results. [Board 1/12/12]

e. Election Objections

Election objections must be filed in writing with the IFO State Office not later than the Monday following the IFO Presidential election and must specify the basis for the objection. The Elections and Voting Procedures Committee (EVPC) shall review and rule upon such election objections. EVPC rulings may be appealed to the IFO Board of Directors. Appeals must be filed within five working days of the EVPC ruling. [Board 1/12/12, 2/1/13, 10/25/13]

B. Treasurer

- 1. The Treasurer of the IFO shall be appointed from the membership of the IFO by the IFO Board during its first meeting of the academic year in odd-numbered years. [Membership 4/8/08]**
- 2. The Treasurer shall serve a two-year term beginning at the first IFO Board meeting of odd-numbered academic years.**
- 3. The Treasurer may not serve more than two consecutive terms.**
- 4. If the IFO Treasurer is not a local Faculty Association President, he/she shall sit as an *ex officio*, non-voting member of the Executive Committee.**

C. Vice President and Secretary

- 1. The Vice President and Secretary of the IFO shall be appointed from the membership of the Executive Committee by the IFO Board of Directors at its first meeting of the academic year. [Membership 4/8/08]**
- 2. The Vice President and Secretary shall serve one-year terms beginning at the first meeting of the academic year.**
- 3. These officers shall serve no more than two consecutive terms.**

[Chapter VI revised by Board 9/15/06, 4/1/11]

CHAPTER VII: DUTIES OF IFO OFFICERS

A. Duties of IFO Officers

The following shall be included in the list of duties of the officers of the Inter Faculty Organization. Nothing shall preclude the IFO Board of Directors from changing or modifying the duties of the officers, other than those of the President.

B. President

- 1. The President shall be the chief executive officer of the Inter Faculty Organization.**
- 2. The President shall preside at all meetings of the IFO Executive Committee, and IFO Board. [Membership 4/10/12]**
- 3. The President, as directed by the IFO Board of Directors and the IFO General Delegate Assembly, shall be responsible for the activities of the IFO committees, the personnel hired and retained by the IFO, and the conduct of negotiations when the IFO Board is not in session. [Membership 4/10/12]**
- 4. In order to perform duties most effectively, the president shall be provided with 100 percent release time during the academic year. The president shall not engage in outside employment without the prior review of the Executive Committee and the approval of the IFO Board of Directors. [Board 12/6/02]**
- 5. The President shall report to the Board at each meeting.**
- 6. The President will receive suggestions from the FA Presidents and Board members and will consult with the Executive Committee in submitting nominees for task forces and committees.**
- 7. The President shall serve as a member of the Political Action Committee. [Board 8/17/12]**
- 8. The President shall attempt to provide prior notice of a campus visit to the FA president.**

C. Vice President

1. **The Vice-president shall be a member of the Executive Committee of the IFO and shall perform the duties of and has the power of the President during any absence of the President or inability of the President to act.**
2. **If a vacancy occurs in the office of President of the IFO, the Vice-President shall serve until a new President has been elected at the next regularly scheduled election for IFO President. [Membership 4/8/08]**
3. **The Vice-President, at the direction of the President, shall be responsible for reporting the activities, recommendations, and proposed motions of the Executive Committee to the IFO Board.**
4. **The Vice-President shall also, at the direction of the President, be responsible for preparing and managing negotiation of staff collective bargaining agreements.**

D. Secretary

1. **The Secretary of the Inter Faculty Organization shall be a member of the Executive Committee of the IFO.**
2. **The Secretary shall be responsible for overseeing the timely and accurate recording of the activities and minutes of the IFO Delegate Assemblies, IFO Board meetings, and IFO Executive Committee meetings held during the term of office of the Secretary. [Membership 4/10/12] The Secretary may use electronic media to fulfill those duties and, with the approval of the President, may also use the services of IFO staff personnel.**

E. Treasurer

1. **The Treasurer shall be responsible for overseeing the development of a proposed budget, in consultation with the Executive Committee, to be presented to the IFO Board and to the IFO Delegate Assembly. [Membership 4/10/12]**
2. **The Treasurer shall be responsible for overseeing disbursement of funds of the IFO, maintenance of records of all financial transactions, the monitoring of the collection of dues, fees, and other funds owed to the IFO, the development and monitoring of an IFO investment policy, and other financial and business transactions as directed by the IFO Board of Directors. The Treasurer, with the approval of the President, may also use the services of IFO personnel. [Membership 4/10/12]**
3. **In the event the IFO Board elects as Treasurer, a person who is not an elected member of the IFO Board of Directors, that person shall become an *ex officio*, nonvoting member of the IFO Board.**
4. **The Treasurer shall be responsible for fulfilling financially related functions as specified in Chapter XVIII.**
5. **The Treasurer shall report at each Board meeting.**

CHAPTER VIII: IFO BOARD OF DIRECTORS

A. Board of Directors

The IFO Board of Directors shall establish the policies and operating procedures of the Inter Faculty Organization subject to actions of the biennial IFO General Delegate Assembly, shall direct negotiation of the collective bargaining agreement, and shall be responsible for conducting the business and affairs of the organization.

B. Membership

1. The IFO Board of Directors shall consist of the IFO President, the presidents of the local Faculty Associations and director(s)-at-large from and elected by each local Faculty Association according to the following limits:

Bemidji	2	
Metropolitan	2	[Membership 9/15/14]
Mankato	3	
Moorhead	2	
Southwest	1	
Saint Cloud	3	
Winona	2	

Membership of the Board of Directors shall also include additional faculty with contingent appointments, as set forth in the IFO Operating Procedures.

[Membership 11/14/16]

Board membership shall include 3 additional faculty, each from a different campus with contingent appointments, one of which shall have an adjunct appointment, one of which shall have a community faculty appointment, and one of which shall have a fixed term appointment.

[Board 10/20/16]

The additional faculty with contingent appointments will be selected by the Contingent Appointments Committee from nominations provided by each local Faculty Association. Each local Faculty Association may nominate one faculty member with a fixed term appointment and one faculty member with an adjunct or community faculty appointment. [Board 10/20/16]

In the event the treasurer is not an elected member of the Board, that person shall be an *ex officio* nonvoting member of the Board.

2. In the absence of the local Faculty Association President or one of the directors-at-large from that Association, the local Vice-President of the Association or other designee may serve as a temporary Board member, with full voting privileges. Such designee shall be appointed by the Local Association President with advance notice given to the IFO President. [Membership 4/10/12]

C. Directors' Terms of Office

1. **Directors-at-large shall hold office for two-year terms, beginning with the first meeting of the academic year.**
2. **The local Associations shall stagger the terms of the directors-at-large elected from their campuses.**
3. The additional faculty with contingent appointments shall serve one-year terms, beginning with the first meeting of the academic year. [Board 10/20/16]

D. Meetings

1. **The IFO Board of Directors shall meet at least six times during the academic year.**
 - a. Annually, no later than its last meeting of the academic year, the Board shall set the calendar of Board meetings for the next academic year. Subsequently, meeting dates may be changed by the Board as necessary. [Board 9/23/16]
 - b. Meetings will normally begin at 6:30 PM on Thursday evenings; the Board will attempt adjournment by 3 PM on Fridays. [Board 9/19/03]
2. **Special meetings of the IFO Board of Directors may be called by the President by written notice to a majority of the members of the Board.**
3. **The quorum for a Board meeting shall be a majority of the membership of the Board and a majority of universities.**
4. **In extraordinary circumstances or emergencies, as determined by the IFO Board of Directors or by the IFO President, with the consent of the Executive Committee, the members of the IFO Board may be consulted and polled electronically.**
[Membership 4/8/08, 4/10/12]

E. Powers and Duties of the Board

1. Goals
 - a. The Board shall approve the organization's goals.
 - b. The Board shall approve IFO's legislative goals.
2. Advocacy [See Chapter XVII(A)] [Board 1/12/12]
 - a. The Board shall review and respond to all proposals emanating from the Chancellor's Office/System Office for changes in MnSCU. [Board 1/12/12]
 - b. The Board shall cooperate with the Chancellor's Office/System Office to promote activities that benefit the faculty of the State Universities. [Board 1/12/12]

- c. The Board shall challenge the actions of the Chancellor's Office/System Office when the actions are not in the best interests of the faculty of the State Universities. [Board 1/12/12]
- d. The Board shall communicate official IFO positions to outside agencies and the general public via resolutions and statements of support or opposition.
- e. When vacancies occur on the MnSCU Board, the IFO Board may endorse candidates to fill the vacancies.

3. Committee Appointments

The Board shall form, oversee and make appointments to all statewide committees not governed by the IFO Constitution.

- a. Internal IFO Committees. Internal Committees shall be those established by the IFO and for which at least a majority of the members are appointed by the IFO.
- b. External Committees. External Committees are those not established by the IFO, but to which the IFO appoints representatives.
 - 1) IFO representatives to external committees serve at the pleasure of the Board and may be removed by the Board at any time during their term. Representatives may be either IFO members or staff.
 - 2) Except for staffing MnSCU councils, committees and workgroups on academic affairs issues, IFO representatives to external committees shall be appointed by the IFO President after consultation with the Board of Directors, or, if time does not permit, with the Executive Committee. [Board 4/29/16]
 - 3) Unless otherwise specifically required by the external body creating the committee, IFO appointments to external committees shall be for two year terms.
 - 4) IFO representatives to external committees may serve multiple terms with the approval of the Board.
 - 5) Unless otherwise provided, terms of appointment should be staggered to provide for continuity of representation.
 - 6) All IFO appointments to external committees shall be reviewed by the Board not less than once each academic year.

4. Recognition and Awards

- a. The Board may make awards other than those specified in Chapter XI and below on an annual basis as it deems fit.

- b. Annually, IFO will publicize in the **IFO UPDATE** or other IFO publication, the names of those persons who have received awards or recognition for outstanding service.
- c. Awards honoring those who have made significant contributions to grievance or arbitration, governmental relations, negotiations, LGBTQ+ issues, multicultural issues and feminist issues may be awarded at the General Delegate Assembly.

[Chapter VIII revised by Board 9/15/06, 4/1/11, 11/17/11, 1/12/12]

CHAPTER IX: COMMITTEES OF THE BOARD

A. Committees of the Board

The IFO Board, following procedures listed in this article or in other articles of the Constitution, shall establish such committees, task forces, and councils as it deems necessary to conduct its business and responsibilities. These appointments shall include, but not be limited to, the Executive Committee and the Standing Committees of the IFO. Additional groups shall be designated through processes detailed in the Operating Procedures of the IFO. [Membership 4/8/08]

B. Executive Committee (EC)

- 1. The Executive Committee of the IFO Board shall have the composition and duties described in Articles V and VI of the IFO Constitution, including representing the IFO at state Meet and Confer sessions. Other duties may be assigned to the Executive Committee by the IFO Board.**
2. The EC shall be authorized to act as the IFO Personnel Committee, having the following specific responsibilities: 1) recommending to the IFO Board any changes in staffing which it deems advisable; if such changes involve the creation of a new IFO state office position or IFOSA-represented campus position, or a significant change in the duties of an existing position, the EC shall accompany such a recommendation with a suggested position description, including job qualifications; 2) providing input regarding evaluation of IFO state office employees; 3) serving as an informal hearing committee upon request for hearing employee concerns or complaints, including but not limited to assignments, workload, and evaluation; the EC shall make recommendations as a result of these hearings to the President and/or Board; and 4) acting on any other related personnel assignment at the direction of the Board. [Board 11/17/11, 11/15/18]
3. The EC shall develop long-range plans and procedures for the IFO.
4. The Executive Committee shall be responsible for determining if a case referred to it by the Director of Grievances and Equity should be arbitrated. The grievant shall be notified at least 24 hours prior to the time when the consultation with the Executive Committee will take place.
5. The Secretary shall oversee the keeping of the minutes of the EC. [Board 11/17/11]

6. The EC shall serve as an appointment committee for statewide appointments assisting the President by forwarding nominees to the President and, when feasible, discussing appointments at its regular meetings.
7. The EC shall serve as the audit committee and be responsible for meeting with the auditors annually to review and approve the audit. [Board 11/9/07]
8. The EC shall nominate candidates for IFO vice president, treasurer and secretary. In making nominations the EC shall seek to balance the slate of nominees by gender, campus size and location. The EC shall avoid nominating Board members who are serving their first year on the Board. The EC shall obtain the consent of candidates before their nomination. EC shall transmit its nominations to the Board not less than 10 days before the meeting at which officers are selected. Nominations may be taken from the floor at the same meeting. [Board 1/12/12]

C. IFO Internal Committees

1. IFO internal committees include standing committees, other continuing committees and ad hoc committees.
2. Internal committee members serve at the pleasure of the Board and may be removed by the Board at any time. Only IFO members may serve as members of IFO internal committees. Staff liaisons may be appointed to facilitate the work of committees.
3. Composition and method of selection of internal committees. The composition and method selection of members of internal committees shall be as specified in the document establishing the committee. Should no other method of selection be specified, committee members shall be appointed by the IFO Board of Directors.

D. Standing Committees of the IFO

The standing committees of the IFO are Academic Affairs, Contingent Appointments, Faculty of Color Issues, Feminist Issues, Disabilities Advocacy, Government Relations and LGBTQ+ Issues. [Board 9/24/21]

1. Composition of standing committees and selection of members:
 - a. **The exact composition of each Standing Committee shall be specified in the IFO Operating Procedures.** [Membership 4/8/08]
 - b. **The Standing Committees of the IFO Board of Directors shall consist of at least one member elected or selected by each local Association.** [Membership 4/8/08]
For the Faculty of Color Issues, Feminist Issues, Disabilities Advocacy, and LGBTQ+ Issues Committees, the local Association's selection shall be a faculty member who is elected or selected by the local Association's respective caucus. [Board 4/26/18, 9/24/21]

- c. The President shall appoint a member of the Board to serve as the Board Liaison to each standing committee. Unless they are serving as both a Board liaison and a campus representative, Board liaisons shall be non-voting members of standing committees.
2. Terms of office for standing committees
 - a. Terms of office for standing committees shall be two years, except as otherwise determined by the Board.
 - b. It is suggested that appointments be made during spring semester with the term of office beginning the following fall semester.
 - c. Unless otherwise provided, terms of appointment should be staggered to provide for continuity of representation.
 - d. Committee members may serve multiple terms on standing committees.
 3. Governance of standing committees
 - a. **Each Standing Committee shall elect a chair** at the committee's first meeting of the academic year.
 - b. **The chairpersons of the Standing Committees shall serve no more than two consecutive one-year terms as chair.**
 - c. **Standing Committees of the IFO Board of Directors shall elect from within their memberships such officers as they deem necessary, subject to the limitations imposed by these articles (the IFO Constitution) and the IFO Operating Procedures.**
 - d. All standing committees shall meet at least once each semester. If a committee deems it unnecessary to meet in a specific semester, it should so notify the Board.
 - e. The chair, or a member of each standing committee, shall be invited to attend meetings of the Board, as necessary, to report on the activities of the committee. The expense shall be charged to the committee's budget. A committee may choose to have its Board liaison or IFO staff deliver its report.
 - f. The standing committees shall prepare and deliver written reports of their goals and accomplishments at the Delegate Assembly.
 4. **Board Support**
 - a. **Standing Committees may request appropriate staffing** and staff assistance **from the IFO Board of Directors.** [Board 10/27/00]

- b. Each Standing Committee shall submit its budget request for the following fiscal year no later than February 1.
- c. Standing Committees may carry forward to the next fiscal year the unused portion of the committee's budget for a special purpose with the approval of the Board at its last meeting of the academic year. [Board 12/2/05]

5. Academic Affairs Committee (AAC)

- a. The AAC will ascertain the faculty point of view on system-wide academic issues.
- b. The AAC will formulate recommendations for the Board in such areas as professional development, academic planning, improvement of academic climate and standards, development of grants and consortia, protection of faculty intellectual property rights, etc.
- c. The AAC will promote academic excellence among the State Universities while supporting the preservation of the autonomy, integrity, and unique quality and character of each institution.
- d. The AAC will address issues related to evolving instructional and academic technology, and online and distance education, especially as such matters relate to faculty workload, technical and logistical support, intellectual property and faculty responsibilities. [Board 12/3/15]
- e. The AAC will serve as the committee on committees responsible for responding to staffing requests received by the IFO President for MnSCU councils, committees and workgroups on academic affairs issues. As the committee on committees, the AAC will:
 - Solicit volunteers on their campuses through active outreach
 - work with their local FA on their own university appointments, and
 - as necessary, meet to select representatives from nominations in situations where MnSCU is not seeking a representative from each campus.

All AAC staffing recommendations will be sent to the Board of Directors, or if time does not permit to the Executive Committee, in a timely manner so that IFO representatives will be active and present on MnSCU committees. [Board 2/26/16]

- f. The Academic Affairs Coordinator shall act as the IFO staff liaison to the AAC. [Board 9/19/03, 2/8/08, 2/26/16]

6. Contingent Appointments Committee (CAC) [Board 10/20/16]

- a. The CAC shall address matters of concern to faculty with fixed term, adjunct, and community faculty appointments.
- b. The CAC shall be comprised of one member with a fixed term, adjunct, or community faculty appointment elected or selected from each local FA. Each local FA may elect or

select one additional member provided that, when possible, one member holds a fixed term appointment and one member holds an adjunct/community faculty appointment.

- c. The President shall assign a member of the legal staff as a liaison to the CAC.

7. Feminist Issues Committee (FIC)

- a. The FIC shall address matters of concern to the women in the IFO.
- b. Upon recommendation of the FIC at the General Delegate Assembly banquet, the IFO may recognize a woman member who has made outstanding contributions to the IFO. The recognition will include an appropriate award determined by the Board.
- c. When appropriate, the FIC and the Board will recognize members who have made outstanding contributions to the advancement of women in the State Universities.
- d. The President shall assign a member of the legal staff as a liaison to the FIC. [Board 2/28/14]

8. Lesbian Gay Bisexual Transgender Queer Plus Committee (LGBTQ+IC)

- a. The LGBTQ+ Issues Committee shall address matters of concern to and the equitable treatment of LGBTQ+ faculty.
- b. The President shall assign a member of the legal staff as a liaison to the LGBTQ+ Issues Committee. [Board 2/28/14]
- c. When appropriate, the LGBTQ+ Issues Committee and the Board will recognize members who have made outstanding contributions to the advancement of LGBTQ+ issues. [Board 10/27-28/05, 09/29/17]

9. Government Relations Committee (GRC)

- a. The GRC may choose to request that each FA appoint two representatives who are members of different political parties.
- b. The GRC may elect co-chairs from different political parties.
- c. The GRC will present legislative objectives and strategies for achieving them to the Board.
- d. The Director of Government Relations (DGR) shall act as staff liaison to the GRC.
- e. In the event that an issue of importance to the IFO unexpectedly comes before the legislature and a response regarding the IFO's position on the matter is needed, the following procedure shall be followed:
 - l) If time and circumstances permit, the IFO Board shall be consulted for a determination of the IFO position.

- 2) If the Board cannot be consulted in the time available, the IFO President shall determine the IFO's position on the matter.
- 3) If the matter requires immediate response and the President is not available, the IFO Director of Government Relations shall indicate that the IFO does not have a formal position on the matter, but the DGR may state what he/she believes the IFO's position would be, given the organization's mission, philosophy, and positions on similar matters.

10. Faculty of Color Issues Committee (FOCIC)

- a. The FOCIC shall address matters of concern to and the equitable treatment of faculty of color.
- b. The FOCIC shall be comprised of one member elected or selected from each local Faculty Association's Faculty of Color Caucus, and up to three members elected or selected by the IFO's statewide Faculty of Color Caucus. [Board 4/28/17, 4/26/18]
- c. The President shall assign a member of the legal staff as a liaison to the FOCIC. [Board 2/28/14]

11. Disabilities Advocacy Committee (DAC) [Board 9/24/21]

- a. The DAC shall address matters of concern to and the equitable treatment of faculty with disabilities.
- b. The DAC shall provide information and support to faculty members with disabilities, especially in regard to the process of making requests for reasonable accommodation.
- c. DAC members shall meet as necessary to receive training and relevant materials related to disabilities in order to serve as effective advocates on their campuses.
- d. The President shall assign a member of the legal staff to coordinate training and otherwise serve as a liaison to the DAC.

E. Other Continuing Committees of the IFO

The continuing committees of the IFO are Action, Elections and Voting Procedures, Political Action, Salary Equity, and Treasurer's Advisory committees. [Board 1/12/12, 2/1/13, 4/11/14, 9/23/16, 4/26/18, 9/24/21]

1. Composition of continuing committees. The exact composition of continuing committees shall be specified in the IFO Operating Procedures.
2. Terms of office for continuing committees.
 - a. Unless otherwise provided, terms of office for continuing committees shall be two years.

- b. It is suggested that appointments shall be made during spring semester with the term of office beginning the following fall semester.
 - c. Unless otherwise provided, terms of appointment should be staggered to provide for continuity of representation.
 - d. Committee members may serve multiple terms on continuing committees.
3. Governance of continuing committees.
- a. Continuing committees shall elect from within their membership such officers as they deem necessary, subject to the limitations imposed by the IFO Constitution and Operating Procedures.
 - b. Continuing committees shall meet as deemed necessary by the committee.
 - c. The chair, or a member of each continuing committee, shall be invited to attend meetings of the Board, as necessary, to report on the activities of the committee. The expense shall be charged to the committee's budget. A committee may choose to have IFO staff deliver its report.
 - d. Continuing committees may deliver written reports of their goals and accomplishments at the Delegate Assembly.
4. Board Support
- a. Continuing committees may request appropriate staffing and staff assistance from the Board.
 - b. Each continuing committee shall submit its budget request for the following fiscal year no later than February 1.
 - c. Continuing committees may carry forward to the next fiscal year the unused portion of the committee's budget for a special purpose with the approval of the Board at its last meeting of the academic year. [Board 12/2/05]
5. Action Committee (AC)
- a. The AC shall be made up of the local action coordinators from each campus. If a campus action coordinator also serves on GRC they will act as a liaison to GRC. If there is not a campus action coordinator serving on GRC, then GRC will choose a member to serve as a liaison to the AC. The State Action Coordinator shall be selected from among the campus action coordinators and recommended to the Board for approval. Campus representatives shall serve staggered two-year terms. [Board 2/26/16]

- b. The AC shall:
 - 1) Help publicize the valuable work and efforts of the IFO and its members to various external constituent groups.
 - a) Build relationships with relevant local media.
 - b) Manage or support local campus social media accounts. [Board 2/26/16]
 - 2) Help organize and engage in efforts to build solidarity and community within the IFO and with various external groups. [Board 2/26/16]
 - 3) Coordinate with and support the Negotiating Team regarding issues and progress of contract negotiations.
 - a) Coordinate actions that will move the negotiation process forward and encourage settlement as determined in conjunction with the Negotiating Team
 - b) Keep the Negotiating Team informed of action plans. [Board 2/26/16]
 - 4) Coordinate with the Government Relations Committee to engage faculty action supporting advocacy efforts of IFO legislative goals. [Board 2/26/16]
 - 5) Coordinate with statewide IFO equity committees to engage faculty and support action efforts to meet the equity committees' goals. [Board 2/26/16]
 - c. The State Action Coordinator shall report regularly to the IFO Board.
 - d. The Director of Public Affairs shall act as the staff liaison to the AC.
6. Elections and Voting Procedures Committee (EVPC) [Board 2/1/13]
- a. At the last Board meeting of the academic year in odd-numbered calendar years, the Board shall select an elections committee to oversee the process of nomination and election of the IFO president the following spring and all other statewide elections and votes for the following two years. The committee shall include at least one member elected or selected by each local Association. No candidate for IFO president may serve as a member of the EVPC. [Board 2/1/13]
 - b. The IFO President shall appoint a staff liaison to the Elections and Voting Procedures Committee. [Board 2/1/13, 10/25/13, 1/31/14]
7. Political Action Committee (PAC) [Board 1/12/12]
- a. The PAC shall oversee the Political Action Committee Fund (PAC Fund). [Board 1/12/12]
 - b. The IFO shall establish an external PAC Fund for contributions to state-level political candidates. [Board 1/12/12]

- c. The co-chairs of the GRC shall serve as members of the PAC and alternate on a yearly basis as chair of the PAC. The IFO President shall also serve as a member of the PAC. [Board 9/19/03, 1/12/12]
 - d. The Director of Government Relations shall act as staff liaison to the PAC. [Board 1/12/12]
 - e. IFO shall contribute annually to the PAC Fund through an allocation in the budget. The money will be transferred by the IFO to the PAC Fund in accordance with state and federal law. [Board 1/12/12]
 - f. Reports to the State Campaign Finance Board and the IRS will be made by the IFO on behalf of the PAC Fund. [Board 12/6/02, 1/12/12]
8. Salary Equity Committee (SEC)
- a. The SEC shall address matters relating to salary equity and shall be responsible for overseeing the annual review process and salary studies to be conducted every 5 years. The SEC shall ensure that it provides sufficient continuity in its leadership.
 - b. The SEC shall be comprised of one member elected or selected from each local FA. The term of membership for the 7 campus representatives shall be for three years. No more than 3 members' terms shall expire in any one academic year. In addition, the SEC shall select a chairperson and shall designate the chair's term so as not to disrupt any ongoing salary study. The chair shall not be limited in the number of consecutive terms of service as chair.
 - c. In addition to the 7 campus representatives, the membership of SEC shall include one representative each from the FOCIC and the FIC. The FOCIC and FIC representatives to the SEC shall serve one-year terms, and shall not be limited in the number of consecutive terms of service on the SEC.
 - d. The President shall assign a member of the legal staff as staff liaison to the SEC who shall serve as an IFO representative to the joint MnSCU IFO Salary Review Committee (SRC). [Board 2/28/14]
 - e. The 7 campus representatives to the SEC shall also serve as IFO representatives to the joint MnSCU IFO SRC, and the FIC and FOCIC representatives may serve as alternates to the SRC. [Board 2/9/07]
9. Treasurer's Advisory Committee (TAC)
- a. The Board shall appoint a Treasurer's Advisory Committee, the membership of which shall include the Treasurer, four members of the Board and the IFO Controller as staff liaison.
 - b. The Treasurer's Advisory Committee shall meet a minimum of once a semester. These meetings shall be scheduled and called by the Treasurer.

- c. The duties of the Treasurer’s Advisory Committee shall include:
 - Establish (and annually review) an investment policy to present to the Board.
 - Advise the Treasurer on budgetary issues.
 - Annually review the staff’s pension/401k investment selection, performance, and fees.
 - Review the annual budget prior to consideration by the Board. [Board 1/31/14]
 - Annually review medium-term and long-term investment performance and adherence to socially responsible investing goals (prior to the last board meeting of the year).
 - Annually make recommendations to the Board with regard to re-balancing and/or changing investment funds for medium-term and long-term investments (prior to the last board meeting of the year).
 - Vet investment institutions and specific instruments considered for medium-term investments for consistency with IFO values and socially responsible investing strategies.
 - Vet investment institutions and specific instruments considered for long-term investments for consistency with IFO values and socially responsible investing strategies, and provide recommendations to the Board regarding specific funds for long-term investments. [Board 04/27/17]
- d. The terms of the Treasurer’s Advisory Committee membership shall coincide with their appointment term to the Board. A Board member may serve up to two consecutive terms on the Treasurer’s Advisory Committee. The Treasurer shall serve as the chair of this committee throughout her/his term as Treasurer. [Board 12/1/06]

F. Ad Hoc Committees of the IFO

1. Creation of ad hoc committees

- a. Ad hoc committees will be formed as necessary to handle projects, which fall outside the charges of the standing and continuing committees.
- b. The Board shall specify the composition of ad hoc committees and the method of selection of committee members upon creation of the committee. Unless otherwise specified, appointments to an ad hoc committee shall last until the committee completes its assigned project or goals and is dissolved.
- c. The Board shall review all ad hoc committees without designated end dates at the Board’s final meeting spring semester. Unless, following such review, the Board authorizes continuation, all Ad Hoc Committees without designated end dates shall dissolve at the conclusion of the academic year.

2. Governance of ad hoc committees

- a. Ad hoc committees shall elect from within their memberships such officers as they deem necessary, subject to the limitations imposed by the IFO Constitution and Operating Procedures.
- b. Ad hoc committees shall meet as deemed necessary by the committee.

- c. The chair, or a member of each ad hoc committee, shall be invited to attend meetings of the Board, as necessary, to report on the activities of the committee. The expense shall be charged to the committee's budget. A committee may choose to have IFO staff deliver its report.
 - d. Ad hoc committees may deliver written reports of their goals and accomplishments at the Delegate Assembly.
 - e. Ad hoc committees may request appropriate staffing and staff assistance from the Board.
3. Constitutional Review Committee
- a. Not less than biennially, an ad hoc committee established by the Executive Committee shall review and make recommendations regarding revision of the IFO Constitution and Operating Procedures. [See Chapter III(D)(3)] [Board 10/21/11]
 - b. The Constitutional Review Committee shall also review local FA governing documents not less than biennially to make sure there are no conflicts between such governing documents and the IFO Constitution, the IFO Operating Procedures and the relevant collective bargaining agreements. [Board 10/21/11]

[Chapter IX revised by Board 9/15/06, 4/1/11, 11/17/11]

CHAPTER X: LOCAL FACULTY ASSOCIATIONS

A. Local Faculty Associations

A local Faculty Association shall be established by the IFO among its members at each Minnesota State University campus.

B. Constitution

- 1. **Each local Association shall adopt a local constitution that shall not conflict with the IFO Constitution, the IFO Operating Procedures, or the collective bargaining agreement. The Board shall review and work with local Associations to resolve conflicts. By a two-thirds majority vote of the entire membership of the Board, the Board may declare conflicting local Association language to be null and void and no longer a part of the local Association's governing documents.** [Board 4/1/11, Membership 4/10/12]
- 2. **A copy of each local Association Constitution shall be kept on file at the IFO Central Office.** [See Chapter XIX(E)(3)(a)]

C. Officers

- 1. **Each local Faculty Association shall specify the officers of the local Association and their terms of office in its local Constitution.**

- a. The IFO office shall bond the Local Association Presidents, Treasurers, and all other authorized signers. [Board 2/9/07]
- b. Each local Association shall establish a local governing body for the purpose of fulfilling the duties and responsibilities of the local Association in university governance and representation of the numbers of the local bargaining unit.**
- c. The governing bodies shall include the IFO Board members representing the members of the local Associations.**

D. Powers and Duties

- 1. Local Associations shall be empowered to spend funds provided by the IFO Board of Directors to further the goals of the IFO and the local Faculty Associations.**
- 2. Local Associations shall select their respective IFO Board Members, IFO committee members, and delegates to IFO Delegate Assemblies in a manner consistent with this Constitution, the IFO Operating Procedures, and the local Association Constitutions. [Membership 4/10/12]**
- 3. Local Associations shall establish a Grievance Committee and such other committees as they deem necessary.**
- 4. The FA president or his/her designee shall be responsible for the flow of communications between the campus and the IFO Office.
 - a. Each FA shall provide the IFO Office with 6 copies of the campus phone directory when it is available each year.
 - b. Each FA President shall prepare a written campus report for each Board meeting and, if possible, forward that report to the Board members by FAX or e-mail prior to Board meetings.
- 5. The local Association shall have responsibility for reviewing the proposed process and committee structure for selection of that University's President. Should an agreement not be reached locally, the local Association shall forward its recommendations and concerns to the Board. The Board shall forward those concerns and/or its own actions to MnSCU via Meet and Confer or at a MnSCU meeting. Should no agreement satisfactory to the local association be reached, the local Association shall not participate in the selection process.
- 6. At the beginning of each academic year, and each term thereafter, the local FA president shall request a list of all adjunct faculty hired on the campus for that year, along with the number of credits each person is teaching. Following receipt of the list, FA representatives shall review the list to verify that adjunct status is appropriate under Article 21. FAs shall also forward a copy to the state IFO office.

7. A local FA President shall be provided prior notice of a visit by an IFO staff member or the IFO President.

E. Financial Support for Local Associations

I. Local Operating Budget

- a. Financial support for local Associations shall be provided by the IFO according to the amounts as adopted with the setting of the annual IFO budget.
- b. The support allocation will be paid in four equal amounts on September 15, November 15, January 15, and March 15. [Board 12/2/05]
- c. Local Associations should plan their yearly expenditures based upon the local support allocation adopted by the Board in the annual budget.
- d. The local Association may request additional funds in addition to its original budgeted allocation from the Board.
- e. Local Associations shall not hold assets and/or reserves in excess of an amount equivalent to the most recent annual allocation of the Faculty Association or \$7,500, whichever is greater, and shall send surpluses in excess of that amount to the IFO or make arrangements for the transfer of those assets or funds at the end of the fiscal year. At the end of each fiscal year, the IFO Controller is responsible for reporting to the IFO Executive Committee a list of any campuses with excess funds. [Board 10/30/97, 9/19/03, 4/3/08, DA2004]
- f. Local Associations shall have their bank send a duplicate bank statement each month to the IFO office. If the bank is unable to do this, then the Local Association Treasurer shall forward a copy of the bank statement each month to the IFO office. The IFO Controller is responsible for reviewing the bank statements each month and reporting to the IFO President the results of the review. The FA President, Treasurer, and one other designated faculty or FA employee may be an authorized signer on bank accounts and all checks must be cosigned by two signers. [Board 2/9/07, 4/3/09]
- g. Local Associations shall submit a quarterly financial report to the IFO office per the schedule noted below:

1 st Quarter Report (July – September)	Due October 31 st
2 nd Quarter Report (October – December)	Due January 31 st
3 rd Quarter Report (January – March)	Due April 30 th
4 th Quarter Report (April – June)	Due July 15 th

The quarterly report should include a beginning/ending cash balance reconciliation and copies of all expense receipts and bank statements. The IFO Controller is responsible for reviewing the quarterly reports and reporting to the IFO President the results of the review. [Board 2/9/07, 4/3/09]

- h. Local Associations shall maintain all accounting records for a period of at least seven years. [Board 2/9/07]

2. Local Equipment Expenditures

- a. For each local FA office, the IFO central office shall purchase the following equipment: copy machine, fax machine, printer, scanner (may be an all-in-one unit), and shredder. In addition, the central office shall purchase any computer CPUs, monitors, and MS Office software needed by FA Presidents or office staff (not to exceed one machine per person). Such purchases shall be approved in advance by the IFO President and coordinated with the equipment replacement schedule adopted by the IFO Board of Directors. This equipment is property of the IFO. The Board shall be notified of any such purchases at its next regularly scheduled meeting. [Board 10/12/07]
- b. The cost of repairs and/or service contracts for equipment purchased by the central IFO office shall come from the IFO budget. [Board 10/12/07]
- c. In the case of emergencies, the IFO President may approve Local Association equipment purchases, to be made from central IFO funds, up to \$3,000 per incident. At its next regularly scheduled meeting, the Board shall be notified of any emergency equipment purchases that were made. [Board 2/9/07]
- d. Any other equipment or software desired by a local Association must be purchased from local FA funds. Maintenance of such equipment is the responsibility of the local FA office. Internet connectivity is the responsibility of the local FA office. [Board 10/12/07]
- e. The IFO Controller shall keep an inventory record of all equipment at the St. Paul IFO office and Local Association offices. Each FA Treasurer should report any new equipment purchases to the IFO Controller, as well as any equipment disposals. The IFO Controller shall perform an equipment inventory biennially and shall report to the IFO President regarding the results of the inventory. [Board 10/12/07, 4/3/09]

F. Committees

1. Local Associations shall create mechanisms for regular communication between all state standing committee representatives and the local Associations. The local Associations shall include a representative selected by each local Association's equity caucuses (representing faculty of color, LGBTQ+ faculty, faculty with disabilities, and women faculty) as a member of their local governing body. [Board 4/1/11, 10/20/16, 4/26/18, 9/24/21]
2. Local Action Committee
 - a. Each local Association shall designate a campus action coordinator and establish a local Action Committee. The local Action Committees shall be responsible for coordinating activities for the campus consistent with the goals of the IFO state Action Committee. [Board 2/9/12]

- b. The local Action Committee shall include, but not be limited to, the local Association president, the local action coordinator and, the local member of the Negotiating Team. [Board 2/9/12]

G. Appointments to Task Forces

- I. If faculty are requested on behalf of the University to serve on city, county, and regional organizations to participate in task forces and committees that could affect the terms and conditions of employment of faculty, the local Association shall appoint the faculty members, who shall participate on behalf of the faculty.

[Chapter X revised by Board 9/15/06].

CHAPTER XI: THE GENERAL DELEGATE ASSEMBLY

A. The General Delegate Assembly (GDA)

The General Delegate Assembly of the Inter Faculty Organization of the Minnesota State Universities shall be held during even-numbered years at a time and place established by the IFO Board, except the General Assembly may be cancelled in an even-numbered year or be held in an odd-numbered year when, as determined by the IFO Board, extraordinary circumstances warrant. The IFO Board of Directors shall be responsible for making arrangements for the IFO General Delegate Assembly.

[Membership 04/20/20]

B. Composition

The IFO General Delegate Assembly shall be composed of the members of the IFO Board of Directors and certified delegates or alternates elected or appointed by local Faculty Associations.

1. **Each Faculty Association President shall appoint five delegates and five alternates and an additional delegate and alternate for every fifteen IFO members at the respective state university at the time of the last IFO Board meeting in the calendar year prior to the Delegate Assembly.** [Membership 4/8/08]
2. This means that each FA President shall be entitled to appoint up to five delegates and five alternates, and in addition, for each 15 IFO members on the campus, appoint one delegate and one alternate.

C. Meetings

1. **The General Delegate Assembly shall be held on even-numbered years at a time and place established by the Board, except the General Assembly may be cancelled in an even-numbered year or be held in an odd-numbered year when, as determined by the IFO Board, extraordinary circumstances warrant. Meetings shall be conducted under the supervision of the IFO Board of Directors or under supervision of local committees established by the Board.** [Membership 04/20/20]

2. Interim Delegate Assembly

- a. **An Interim Delegate Assembly may be called by the President with the concurrence of a majority of the members of the IFO Board of Directors present and voting, or shall be called on petition of at least 20 percent of the IFO membership. [Membership 4/8/08]**
- b. **Notice of an Interim Delegate Assembly shall specify the time and place of the meeting and, in general terms, the purpose of the Interim Assembly. [Membership 4/8/08]**
- c. **No business other than that specified in the notice shall be conducted.**
- d. **The IFO President shall inform each local FA of an Interim Delegate Assembly not less than 20 days before the Assembly is scheduled to convene. [Membership 4/8/08]**

D. Officers

1. **Number and Titles: The officers of the General Delegate Assembly shall be the President of the IFO, who shall be the presiding officer, and the Secretary of the IFO, who shall be the Secretary of the Assembly.**

2. Duties

a. The Presiding Officer

1. **The President of the IFO or his/her designee shall preside at all meetings of the General Delegate Assembly, appoint tellers to assist in determining the result of any action taken by vote, and perform such other duties as custom and parliamentary usage requires.**
2. **The President or designee may consult a parliamentarian when a question of order arises. [Membership 4/10/12]**

b. The Secretary

The Secretary shall cause a factual record of the proceedings and resolutions to be prepared and submitted to the Board of Directors for approval. [Membership 4/10/12]

E. Order of Business

1. **The order of business and the standing rules of the General Delegate Assembly shall be those adopted by the General Delegate Assembly.**

2. Delegate Assembly resolutions older than four assemblies shall sunset at the end of the current Delegate Assembly session. By November 15 of odd number years, IFO staff shall prepare a list of resolutions that will sunset at the conclusion of the following Delegate Assembly. [Board 2/26/21]
3. The Standing Committees shall prepare and deliver written reports of their goals and accomplishments at the GDA.

F. Certification of Delegates and Alternates

1. **Each local Faculty Association President shall file with the appropriate executive officer the names of the delegates and alternates duly selected immediately following their selection, and shall provide each delegate and alternate with the proper credentials which shall be presented to the Credential Committee of the General Delegate Assembly or the registration staff designated by the IFO President in consultation with that committee for registration and admission to the meetings of the session. [Membership 4/10/12]**
2. **In the event of a contest over the credentials of any delegate or alternate, the Credentials Committee shall hold a hearing and report its findings to the General Delegate Assembly for final action.**
3. **Alternate delegates shall be selected according to the provisions of local Association constitutions and in the absence of such provisions, shall be selected by the local Association delegates.**

G. Committees of the General Delegate Assembly

I. The Credentials Committee

- a. **The Credentials Committee shall consist of three members of the Board from three different campuses. They shall be nominated by the IFO President and confirmed by the Board not later than 10 days before the Delegate Assembly. [Membership 4/10/12]**
- b. **The committee shall determine the roll of the Assembly at each meeting and report at a time provided in the order of business, and shall perform such other duties as specified in the IFO Operating Procedures.**
- c. **The Credentials Committee shall oversee the process of verifying the credentials of delegates, and shall have the authority to determine whether an individual may be seated as a voting delegate or as a non-voting alternate. [Membership 4/10/12] The Credentials Committee may call upon the IFO President to designate staff members to assist in the process of registering delegates as they arrive. [Board 4/26/12]**

2. The Committee on Rules and Agenda

- a. The Committee on Rules and Agenda shall consist of three members of the IFO Board from three different campuses. They shall be nominated by the IFO President and confirmed by the Board not later than 60 days before the Delegate Assembly. [Membership 4/10/12]**
- b. The Committee shall, in consultation with the President and Secretary of the IFO, prepare and publish a proposed agenda for the Delegate Assembly. The Committee shall also prepare a report on its recommendations for any special rules of order. [Membership 4/10/12] The proposed agenda and special rules of order shall be submitted to the Delegate Assembly for approval at the opening of the Assembly. [Board 4/27/12]**

3. The Resolutions Committee (RC)

- a. The Executive Committee of the IFO shall serve as the Resolutions Committee for the Delegate Assembly. Not later than 10 days before the Delegate Assembly, the Committee shall prepare and publish a report for the Assembly detailing all current and proposed resolutions, organized by topic. [Membership 4/10/12]**
- b. In preparing its report on current and proposed resolutions, the Executive Committee may edit proposed resolutions for grammar or clarity. The Committee may combine multiple resolutions that they determine to have substantially the same purpose and effect. The Committee may reject any resolutions that would violate the IFO Constitution or Operating Procedures, the IFO/MnSCU Master Agreement, or applicable law. If the committee does edit, combine, or reject any proposed resolutions, it shall include the original language of those resolutions in an appendix to its report to the Assembly. The Executive Committee may designate a subcommittee to draft the report on resolutions, but the report must be approved by the full Executive Committee before being delivered to the Assembly. [Board 4/27/12]**

H. Powers of the General Delegate Assembly

- 1. While the membership of the IFO shall constitute the organization's supreme governing body, the General Delegate Assembly shall govern the organization in all of its activities not covered by policies, laws, rules, procedures and decisions established by the membership-at-large.**
- 2. The General Delegate Assembly shall have the power to create special committees of the organization.**

3. In even-numbered calendar years the GDA will give final approval to the proposed budget for the following fiscal year. In odd-numbered calendar years, the Board shall set the budget.
4. In keeping with the Constitution, GDA resolutions shall serve as the primary source of contract-related goals for the organization. In addition, local campuses are encouraged to communicate with their negotiating team members prior to and during each round of negotiations regarding proposed contract language and goals. Specific suggestions for contract language and/or goals are subject to review by the Board prior to their adoption by the negotiating team.
5. Recognition
 - a. At the GDA banquet, the IFO may recognize individuals who have made outstanding contributions to IFO. Recognition will include an appropriate award to be determined by the Board.
 - b. Upon recommendation of the FIC, at the GDA banquet, the IFO may recognize a woman IFO member who has made outstanding contributions to the IFO. Recognition will include an appropriate award determined by the Board.
 - c. Awards honoring those faculty members who have made significant contributions to grievance/arbitration, governmental relations, negotiations, and feminist issues' activities may be made. Any such award shall be presented at the GDA.
6. No endorsements or screenings of candidates for public office shall be made by the GDA.

I. Quorum

A majority of the voting members of a General Delegate Assembly shall constitute a quorum for the transaction of business at any meeting of any session.

[Chapter XI revised by Board 9/15/06].

CHAPTER XII: RULES OF ORDER

A. Rules of Order

Robert's Rules of Order, Newly Revised, (most recent edition) shall govern all meetings of the components of the IFO, unless otherwise specifically provided herein or otherwise provided by the rules adopted by a General Delegate Assembly. No proxy shall be permitted in any situation unless specifically provided herein.

CHAPTER XIII: NEGOTIATION & RATIFICATION OF CONTRACT

A. Negotiation and Ratification of Contract

1. In keeping with the Constitution, GDA resolutions shall serve as the primary source of contract-related goals for the organization. [Board 3/28/03, 11/17/11]
2. In addition, local Faculty Associations and negotiating team members are encouraged to communicate with each other.

B. Composition of the Negotiating Team

1. **The IFO Board of Directors shall establish, oversee, and guide a negotiating team consisting of one member selected by each local Faculty Association according to the provisions of the local constitutions.**
 - a. **The President and Staff Liaison shall be *ex officio* non-voting members. [Membership 4/8/14]**
 - b. **After consulting with the negotiating team and with its agreement, the IFO President with the consent of two-thirds of the IFO Board of Directors, may appoint an IFO member as a nonvoting chairperson of the negotiating team.**
 - c. A Negotiations Subcommittee of the IFO Contingent Appointments Committee (CAC) that is selected by the CAC will serve as an advisory body to the negotiating team. [Board 3/22/18]
2. **The negotiating team may have the assistance of IFO staff personnel and may employ other experts as deemed necessary.**

C. Selection of Negotiating Team Members from the Local Faculty Associations

1. **Each local Faculty Association shall select one member to the negotiating team during April of even-numbered years.**
 - a. **A member of the IFO Board of Directors, with the exception of the IFO President, may not simultaneously be a member of the negotiating team.**
 - b. The Board recommends to the local Faculty Associations that some criteria be established for selection of negotiating team members, with the understanding that they must have some experience as a local Association officer and/or as a Board member.

D. Powers and Duties of the Negotiating Team

1. **The Negotiating Team shall have authority, subject to oversight and guidance of the IFO Board of Directors, to negotiate the terms of a proposed contract with the Minnesota State Colleges and Universities. [Membership 4/10/12]**

2. **It shall keep the IFO Board of Directors advised of the progress of negotiations and shall have a representative present at Board meetings on request of the Board.**
3. Prior to and during negotiations for each round of bargaining, the negotiating team shall communicate regularly, and meet as necessary, with the CAC Negotiations Subcommittee. [Board 3/22/18]

E. IFO Board Review of Contract

Prior to submitting the proposed contract to the membership for ratification, the IFO Board of Directors shall review the proposed contract and make its recommendations known to the membership.

F. Ratification of Contract

1. **The proposed contract, negotiated by the negotiating team, shall be ratified by an affirmative vote of a majority of those IFO members casting ballots, with the additional requirement, that on a majority of campuses, there also be registered a majority affirmative vote of those casting ballots.**

2. Information

- a. Within 48 hours of a tentative agreement being reached between the IFO and Minnesota State, the IFO shall notify the membership that a tentative agreement was reached. The notice to the membership will include an outline of the process for contract ratification and state that further details will be forthcoming. [DA 3/26/22]
- b. The IFO Office shall be responsible for preparation of the summary document outlining significant language changes, and shall be responsible for distribution of copy(ies) of the tentative settlement and of the summary document along with Article 11 to each Board member and local FA president.
- c. Following a review of the tentative contract settlement by the Board, the IFO Office shall post the following information on the IFO website and distribute notice of the same to the faculty by e-mail:
 1. A summary of the significant economic and language changes in the tentative agreement;
 2. The text of all language changes with references to the existing contract;
 3. A complete copy of Article 11 (salaries); and
 4. The recommendation, if any, of the IFO Board.

The local Faculty Associations shall provide a hard copy of these documents to any IFO member who requests them. [Board 2/8/08, 10/18/19]

3. Voting

a. Electronic Voting [Board 4/27/12]

IFO contract ratification votes shall be conducted using a uniform statewide electronic voting system provided and administered by the IFO office. The system shall protect ballot confidentiality, security and accountability. [Board 4/27/12]

b. Scheduling of the Ratification Vote

- 1) Each local FA shall hold at least two informational meetings prior to a contract ratification vote. The first meeting shall be held no sooner than one week following the day when the proposed contract has been made available to faculty.
- 2) Following a tentative contract settlement between the IFO Negotiating Team and MnSCU and following distribution of the above documents to the campuses, a minimum of twenty (20) days shall elapse before the electronic balloting period for a ratification vote can begin. FA presidents shall be responsible for determining the earliest possible date and conveying that date to the IFO Office. The IFO President shall set the dates and times for the state-wide ratification vote. Polls shall close at 4:00 PM on the final day of the balloting period. [Board 4/27/12]
- 3) Notice of the dates and times of the contract ratification balloting period shall be published on the IFO website not less than fifteen (15) days prior to the commencement of the balloting period. Such notice shall include the deadline for joining the IFO in order to be eligible to vote. [Board 4/27/12]

c. Results of the Voting

Campus-by-campus results, along with the statewide totals, shall be announced to the membership.

G. Letters of Understanding (LOU)

1. A LOU is an addition to the Agreement between IFO and MnSCU and remains part of that Agreement until modified in future Agreements or another LOU.
2. **No letter of understanding with the Minnesota State Colleges and Universities or its successors shall be entered into by any IFO official unless such letter of understanding has been examined by the negotiating team and ratified by the IFO Board. Such letters of understanding shall be published for the information of other faculty.**
3. The IFO President must sign each LOU.

H. Memorandum of Agreement (MOA)

1. A memorandum of agreement (MOA) is a one-time non-precedential agreement that permits an action that would otherwise be contrary to the IFO/MnSCU Agreement. Special circumstances must justify such a one-time MOA. All MOAs must include language specifying the non-precedential nature of the agreement. [Board 2/9/12]

2. Campus MOA Procedure

- a. The FA shall communicate with the IFO legal staff about any proposed MOA from their campus, provide any information requested by the IFO Office and cooperate with the IFO Office regarding negotiation of MOAs. [Board 2/9/12, 1/31/14]
- b. The FA President may sign an MOA only following approval by the IFO President/designee. Signed MOAs shall be forwarded to the IFO Office. Any FA objections to an MOA should be communicated to the IFO Office promptly. [Board 2/9/12]
- c. FAs may be requested by the IFO Office to communicate with grievants/faculty regarding MOAs. In addition, the FA may be requested by the IFO Office to obtain faculty signatures required to implement an MOA. [Board 2/9/12]

3. State IFO Office Procedure

- a. The IFO legal staff shall consult with and advise the IFO President regarding all prospective MOAs. [Board 2/9/12, 4/11/14]
- b. The President shall determine whether or not to sign the MOA and shall inform the FA President(s) of the campus(es) affected by the MOA. [Board 2/9/12]
- c. Should an affected FA President object to the IFO President's decision to sign or not to sign an MOA, the FA may appeal the IFO President's decision to the IFO Board which shall have the authority to countermand the President's decision. Upon receipt of notice of an appeal, the President shall take no action regarding a prospective MOA until instructed to do so by the Board. [Board 2/9/12]
- d. The IFO President's signature is necessary to make an MOA binding upon the union. [Board 2/9/12]
- e. The IFO Office shall provide affected FAs with a fully executed copy of the MOA for campus records. [Board 2/9/12]

I. Authorization of Strike

1. When necessary, the Board shall supervise a strike authorization vote.
2. A strike vote shall be taken by secret ballot. Notice of the vote shall be announced at least two days in advance of the scheduled vote. The Board shall be authorized to call a strike by an

affirmative vote of a majority of members voting, plus a majority affirmative vote on at least four campuses, or by a two-thirds majority of members voting. [Board 2/1/13]

3. Strike vote totals shall not be published.

[Chapter XIII revised by Board 9/15/06]

CHAPTER XIV: RECALL OF THE PRESIDENT

A. Recall of the President

1. **A recall of the President may be initiated by petitions submitted to the IFO Secretary containing valid signatures of 25 percent of the membership on each of five or more campuses or by a two thirds majority vote of the entire IFO Board of Directors.** [Membership 4/10/12]

2. Recall Election Procedure

- a. The IFO Secretary shall certify to the Executive Committee the need for a recall election within 14 calendar days of receipt of qualifying petitions and/or a two thirds majority vote of the entire IFO Board of Directors. [Board 4/27/12]
 - b. The Executive Committee shall set the date for the recall election. The election must be held at the earliest practicable date at a time when all campuses are in regular session, but not within the first two weeks of a semester. [Board 4/27/12]
 - c. **Notification to all members of the pending recall election must be not less than 14 calendar days prior to the recall election.** [Membership 4/10/12]
3. **A majority vote of those voting shall be required to recall an IFO President and declare a vacancy in the office.** [Membership 4/10/12]

4. Voting

- a. **State Office Responsibilities.** The IFO office shall provide and administer a uniform statewide electronic voting system that protects ballot confidentiality, security and accountability. The IFO Office shall provide the official ballot format. [Board 2/9/12]
- b. **Local Association Responsibilities** [Board 2/9/12]
 - 1) Individual FAs may opt to provide for in-person voting on campus or use of the statewide electronic voting system for recall elections. Campuses may not combine electronic and in-person voting for votes to recall the IFO President. [Board 2/9/12]
 - 2) FAs opting to conduct in-person elections must notify the IFO office prior to the Executive Committee setting the date for the recall election. Notice must include a

detailed description of the election procedures to be followed by the campus for the presidential recall election. [Board 2/9/12]

- 3) Polls shall be closed at 4 PM. The vote count on each campus opting for in-person voting shall be reported to the IFO Office no later than 6 PM. [Board 2/9/12]

5. Results of the Voting

- a. Campus-by-campus results, along with the statewide totals, shall be announced to the membership.
- b. On campuses opting for in-person voting, the local Association shall mail all completed ballots to the IFO state office within 10 days of the vote. Except in the case of an election objection, the ballots shall be destroyed sixty (60) days after publication of results. [Board 2/9/12]

6. Election Objections. Election objections must be filed in writing with the IFO State Office not later than ten calendar days after the election and must specify the basis for the objection. The Elections and Voting Procedures Committee (EVPC) shall review and rule upon such election objections. EVPC rulings may be appealed to the IFO Board of Directors. Appeals must be filed within five working days of the EVPC ruling. [Board 2/9/12, 2/1/13, 10/25/13]

[Chapter XIV revised by Board 9/15/06]

CHAPTER XV: REFERENDUM

A. Referendum

1. **Referendum petitions to the IFO Board proposing a specific action or proposal will be considered if signed by one-third of the IFO membership.**
2. **If the Board does not undertake the action or adopt such a proposal in substance at the next meeting, after receipt of the petition, the matter must be submitted to the IFO membership for a secret ballot referendum if it does not conflict with the provisions of the IFO Constitution or the contract.** [Membership 4/8/08]
3. **A majority of those IFO members voting shall be sufficient to decide the matter and the Board shall be bound by the result of the referendum.**
4. Voting [Board 2/9/12, 10/20/16]

State Office Responsibilities. The IFO office shall provide and administer a uniform statewide electronic voting system that protects ballot confidentiality, security and accountability. The IFO Office shall provide the official ballot format. Polls shall be closed at 4 PM.

5. Results of the Voting [Board 2/9/12, 10/20/16]

Campus-by-campus results, along with the statewide totals, shall be announced to the membership.

6. Election Objections. Election objections must be filed in writing with the IFO State Office not later than ten calendar days after the election and must specify the basis for the objection. The Elections and Voting Procedures Committee (EVPC) shall review and rule upon such election objections. EVPC rulings may be appealed to the IFO Board of Directors. Appeals must be filed within five working days of the EVPC ruling. [Board 2/9/12, 10/25/13]

[Chapter XV revised by Board 9/15/06]

CHAPTER XVI: AMENDMENTS OF THE IFO CONSTITUTION [Board 11/17/11]

A. Amendments

1. **These articles may be amended by a majority affirmative vote of the IFO members voting on such amendments and, in addition, shall require a majority affirmative vote on a majority of the campuses where ballots are cast.**
2. **Amendments shall be proposed either by recommendation of two-thirds of the members of the IFO Board of Directors or by recommendation of a majority of the members of a General Delegate Assembly, or by a petition signed by at least five percent of the IFO membership.**
3. **Written notice of a proposed amendment shall be submitted to the IFO members at least 30 days before a scheduled vote of the membership on such amendments.**
4. Normally, constitutional changes proposed by the Board shall also be voted on by the membership in the presidential election.
5. Voting [Board 1/12/12, 10/20/16]

State Office Responsibilities. The IFO office shall provide and administer a uniform statewide electronic voting system that protects ballot confidentiality, security and accountability. The IFO Office shall provide the official ballot format which shall include the wording of all proposed changes and a place to indicate yes or no. Polls shall be closed at 4 PM.

6. Results of the Voting [Board 1/12/12, 10/20/16]

Campus-by-campus results, along with the statewide totals, shall be announced to the membership.

7. Election Objections. Election objections must be filed in writing with the IFO State Office not later than ten calendar days after the election and must specify the basis for the objection. The Elections and Voting Procedures Committee (EVPC) shall review and rule upon such election

objections. EVPC rulings may be appealed to the IFO Board of Directors. Appeals must be filed within five working days of the EVPC ruling. [Board 1/12/12, 10/25/13]

[Chapter XVI revised by Board 9/15/06]

CHAPTER XVII: SHARED GOVERNANCE WITH MNSCU [Board 1/12/12]

A. Relationship with MnSCU [See Chapter VIII(E)(2)] [Board 1/12/12]

1. The IFO shall provide input to MnSCU and the Chancellor's Office/System Office to develop the biennial program of the state universities, to establish and revise goals and objectives, and to develop long-range and strategic plans. [Board 1/12/12]
2. The IFO shall establish a professional relationship with MnSCU and the Chancellor's Office/System Office in order to work toward increased faculty involvement in the governance of the MnSCU system. [Board 1/12/12]
3. When vacancies occur on the MnSCU Board of Trustees, the IFO Board may endorse candidates to fill the vacancies.

B. Statewide Meet and Confer (M&C)

1. The M&C team shall be the IFO President or their designee, the local FA presidents or their designees, the IFO Treasurer, up to one representative from each IFO equity committee (DAC, FIC, FOCIC, LGBTQ+IC) and from the CAC, and IFO staff members whose attendance is requested by the IFO President. [Board 3/21/19]
2. The IFO President may invite a guest to attend a particular M&C meeting when the guest's attendance is relevant to a topic on the agenda for the meeting. [Board 3/21/19]
3. IFO shall request a statewide M&C with MnSCU at least four times each year.
4. Agenda. The Board may direct items be included on the agenda for statewide M&C. Except for Board directed items, the final M&C agenda shall be determined by the M&C team. [Board 11/17/11]
5. Whenever necessary, the Board will develop statewide positions on matters to be discussed at M&C.
6. The President shall report to the membership about each M&C. [Board 11/17/11]

C. Joint MnSCU/Faculty Task Forces and Committees

1. Where there are to be appointments to statewide joint MnSCU/Faculty committees or other groups, there must first be a statewide M&C on the establishment of such committees or groups. Prior to the establishment of such committees or groups, there must be a mutually agreed-upon written description of the charge, composition, and timelines of the committee or

group, along with a sunset clause. In a crisis or emergency situation, as agreed to by the EC, such committees may be temporarily established until agreed upon at the next scheduled M&C. If agreement is not reached at statewide M&C, the temporary committee will be disbanded. In any event, the IFO must be provided in advance a proposed draft description of the charge, composition, and timelines of the committee or group, along with a sunset clause.

2. The Executive Committee shall serve as an appointments committee for statewide committees.
3. The IFO shall seek MnSCU's agreement to reimburse the expenses of faculty representatives to MnSCU task forces.

[Chapter XVII revised by Board 9/15/06]

CHAPTER XVIII: FISCAL POLICIES

A. Fiscal Policies

Financial records, except for audited annual financial statements that are kept permanently, shall be retained for seven years.

B. Financial Assets [Board 10/23/20]

1. Investment of IFO Funds [See Appendix]

- a. The Board shall approve an investment policy for IFO funds. This investment policy shall be reviewed annually by the Board at the first Board meeting of the calendar year.

2. Reserve Funds

- a. The Board shall maintain a reserve fund to aid in emergency situations, possible fiscal shortfalls, and the cash flow of the organization.

b. Reserve funds shall be partitioned as follows:

- 1) **Operating Cash.** Short-term instruments, such as interest-bearing checking accounts, money market checking/savings accounts, or savings accounts shall provide working capital for the organization. The working capital accounts shall be kept at an amount equal to three (3) months of operating expenses, but not to exceed the FDIC & NCUA limits. Funds in excess shall be moved to cash reserves. [Board 04/27/17]
- 2) **Cash Reserves.** Short-term instruments, such as money market accounts and short-term certificates of deposit (1 year or less), shall provide working capital during periods when cash disbursements exceed dues revenues. The cash reserves should be kept at an amount equal to finance operations for nine (9) months. [Board 04/27/17]
- 3) **Investment Portfolio.** Long-term instruments, such as long-term certificates of deposit (2 years or more), equity investments (mutual funds and/or ETFs), and fixed income investments (bond mutual funds and/or ETFs) as outlined in the Investment Policy.

- c. Preference for institutions holding reserve funds shall be given to those that are FDIC or NCUA insured Minnesota banks and credit unions. Specific instruments considered for operating cash and cash reserve accounts require approval by the President and Treasurer, and are reported to the Board in the Controller's reports.
- d. Investments may be sold to fund needs approved by the IFO Board of Directors. The Board may choose to deviate from this policy and instead keep funds in short-term bond funds, money market accounts, and/or certificates of deposit.
- e. At the end of each fiscal year, any net income (less committee or other approved carryovers) not needed for operating cash and cash reserves accounts shall be moved to the investment portfolio.
- f. A permanent reduction in the reserve fund balance shall require a two-thirds affirmative vote of the Board. The term *permanent reduction* does not apply to a single-year expenditure.

C. Annual Budget

- 1. The fiscal year shall be July 1 through June 30.
- 2. The Controller creates the first draft of the budget in early February, after the committees have turned in their budget requests. The draft budget is brought to the Treasurer's Advisory Committee for discussion before being brought to the February Board of Directors meeting. The first draft is created using the current year's revenue estimate and expense items. Any new expense items must be approved by the Board of Directors before being added to the budget. [Board 03/31/17]
- 3. The Board shall give preliminary approval to the annual budget. The GDA will give final approval in even-numbered years. In odd-numbered years, the Board shall set the budget no later than May 15.
 - a. Each Standing Committee shall submit its budget request for the following fiscal year no later than February 1.
 - b. Standing Committees may carry forward to the next fiscal year the unused portion of its budget for a special purpose with the approval of the Board at its last meeting of the academic year. [Board 12/2/05]
- 4. During the fiscal year the Board may augment or reduce amounts in line items in the budget as it deems necessary.
- 5. For proposed capital expenditures in excess of \$6,000, the Board shall be provided with financial analysis and data prior to the meeting at which the proposal will be considered. [Board 12/2/05]
- 6. Official Travel Expenditure Policies
 - a. Transportation

- 1) Allowable personal automobile expenses for official IFO business in any fiscal year shall be reimbursed on the basis of the IRS Standard Rate per mile.[Board 10/12/06]
- 2) The Board shall establish the reimbursement rate for travel to and from the GDA by delegates and alternates.
- 3) Except for Delegate Assemblies, an individual shall be reimbursed for the actual reasonable cost of a rented vehicle incurred to attend a regularly scheduled meeting or other IFO activity.
- 4) Airfare fees will be reimbursed at the amount equivalent to the applicable mileage reimbursement rate in effect for travel incurred to attend a regularly scheduled meeting or other IFO activity, except where prior approval to reimburse for the actual cost of airfare has been granted by the President. [Board 4/29/16]
- 5) The IFO will reimburse a member who incurs either automobile service call expense or collision costs not covered by insurance while traveling on official business. The limit on such reimbursement is \$500 per incident.

b. Meals

Reimbursement for meals (including food, alcoholic and nonalcoholic beverages) shall be limited to amounts adopted by the Board each fiscal year. These expense limits shall not apply to group meals (such as meals provided during committee meetings) when meals are paid for by a staff member's credit card or charged to a hotel room or account, as part of the committee budget. Any receipts submitted for group purchases must include the names of members (and staff) for whom meals are purchased. Service gratuities shall be included in these limits. [Effective date of change 3/1/08, Board 2/8/08, Effective date 7/1/16, Board 4/29/16, Board 11/15/18]

c. Lodging

Normally lodging will be arranged and paid directly by the IFO state office. When not paid directly by the IFO state office, lodging will be reimbursed at reasonable actual rates through submission of receipt. In no case shall the organization reimburse gratuities exceeding \$5 per day for maid service, \$1 per bag and \$5 per day for concierge special services. [Board 12/6/12]

d. Other Expenses

Reimbursement for other travel expenses, such as parking and taxis, shall be at cost. Receipts are required for such reimbursements in excess of ten dollars. In no case shall the organization reimburse gratuities exceeding 15% of the total taxi fare. [Board 12/6/12]

e. Out-Of-State Travel

Reimbursement for out-of-state travel expenses incurred while on IFO business must be approved in advance by the IFO EC.

- f. Where a receipt is unavailable, an affidavit provided by the IFO State Office is required.

7. IFO President

- a. IFO shall reimburse MnSCU for the President's release time, as agreed to in the IFO/MnSCU Agreement. The President shall receive her/his base pay from her/his home institution. The IFO shall pay the President for the additional amounts (if any) as follows:

The President's IFO base salary shall be set at the highest of either 135.7% of her/his faculty base salary or 135.7% of Step 26 of the salary schedule contained in the IFO/MnSCU Agreement. The 135.7% figure reflects the twelve-month nature of the position. The President shall receive the benefit of increases in her/his faculty base salary and/or increases in the IFO salary schedule during her/his term(s) of office. In the event that Step 26 of the salary schedule is eliminated or reduced in future contracts, the salary step used for purposes of calculating the President's minimum base pay shall be adjusted to the new step closest to, but not below Step 26. [Board 1/26/06, 11/17/11]

- b. During the transition period between presidents, the IFO shall pay actual salary and expenses of the President-elect for a period not to exceed 10 duty days in June of the year in which the presidential election occurs. [Board 10/27/00]
- c. The IFO President shall be provided a taxable housing allowance if he/she must maintain a second residence in the St. Paul/Minneapolis metropolitan area during his/her term of office. Housing allowance is set each year by the IFO Board, effective July 1, to an amount up to the average rent for a two- or three-bedroom apartment in St. Paul plus 20%. [Board 12/2/05, 1/26/06, 2/9/12, 3/22/12]
- d. In addition to actual business mileage, the IFO President will be reimbursed for no more than 40 trips home, per year, at the IRS rate. [Board 12/2/05, 1/26/06]
- e. The IFO Presidential compensation package (salary, housing, mileage) shall be subject to reporting as defined by IRS regulation. [Board 12/2/05, 1/26/06]

8. Financial Support for Local Associations

- a. Local Operating Budget
 - 1) Financial support for local Associations shall be provided by the IFO according to the amounts as adopted with the setting of the IFO budget.
 - 2) The local support allocation will be paid in four equal amounts on September 15, November 15, January 15, and March 15.
 - 3) Local Associations should plan their budgets based upon the local support amounts authorized by the Board.

- 4) Local Associations may request funds in addition to the allocation in the budget.
- 5) Associations may hire secretarial staff consistent with needs and local support funding. The costs for fringe benefits for staff covered under the IFO Staff Contract provisions shall be funded from the budget for IFO staff and not from the local support allocation. Payroll matters, except for scheduling and the reporting of hours worked, shall be the responsibility of the IFO Office. [Board 4/28/2000]

b. Local Equipment Expenditures

- 1) For each local FA office, the IFO central office shall purchase the following equipment: copy machine, fax machine, printer, scanner (may be an all-in-one unit), and shredder. In addition, the central office shall purchase any computer CPUs, monitors, and MS Office software needed by FA Presidents or office staff (not to exceed one machine per person). Such purchases shall be approved in advance by the IFO President and coordinated with the equipment replacement schedule adopted by the IFO Board of Directors. This equipment is property of the IFO. The Board shall be notified of any such purchases at its next regularly scheduled meeting. [Board 10/12/07]
- 2) The cost of repairs and/or service contracts for equipment purchased by the central IFO office shall come from the IFO budget. [Board 10/12/07.
- 3) In the case of emergencies, the IFO President may approve Local Association equipment purchases, to be made from central IFO funds, up to \$3,000 per incident. At its next regularly scheduled meeting, the Board shall be notified of any emergency equipment purchases that were made.
- 4) Any other equipment or software desired by a local Association must be purchased from local FA funds. Maintenance of such equipment is the responsibility of the local FA office. Internet connectivity is the responsibility of the local FA office. [Board 10/12/07]
- 5) The IFO Controller shall keep an inventory record of all equipment at the St. Paul IFO office and Local Association offices. Each FA Treasurer should report any new equipment purchases to the IFO Controller, as well as any equipment disposals. The IFO Controller shall perform an equipment inventory biennially and shall report the results of the inventory to the IFO President. [Board 10/12/07, 4/3/09]

c. Summer Compensation for FA Presidents

- 1) With the approval of the annual budget, the Board shall consider the payment of compensation for the summertime services of FA presidents.
- 2) A president may decline an offer of summer compensation or direct that the payment be offered to the FA vice president or president-elect.
- 3) Such payments shall be treated and reported as non-employee compensation consistent with IRS rules and regulations. [Board 10/27/00, 12/2/05, & 12/2/10]

9. Political Action Committee (PAC)

- a. The IFO shall establish an external Political Action Committee (PAC) Fund for contributions to state-level political candidates. Contributions to state public office candidates or Minnesota county or state party units shall be approved in advance by the PAC. [Board 12/2/05, 8/17/12]
- b. The co-chairs of the GRC shall serve as members of the PAC and alternate on a yearly basis as chair of the PAC. The president shall also serve as a member of the PAC. [Board 9/19/03, 8/17/12]
- c. IFO shall contribute annually to the PAC Fund through an allocation in the budget. To comply with IRS rules and regulations funds shall be transferred from the regular IFO checking account to the non-interest bearing PAC Fund checking account in a timely manner following any state payroll deduction that includes deductions of dues from IFO members equal to or greater than the amount transferred. Before or just after the final regular state payroll deduction for the academic year, funds in the amount allocated by the Board for the following fiscal year's PAC Fund shall be transferred from the regular IFO checking account to the non-interest bearing PAC fund checking account. [Board 3/21/19]
- d. All contributions from the PAC Fund to candidates and party units for state public offices shall be made from the PAC Fund checking account. The Director of Public Affairs and the IFO President shall be authorized signatories on the PAC Fund checking account. [Board 12/2/05, 8/17/12]
- e. Reports to the Campaign Finance Public Disclosure Board and the IRS will be made by the IFO state office.

D. Financial Procedures

1. For accounting and IRS purposes, IFO shall treat staff business expenses as subject to an *accountable plan* by requiring adequate accounting by staff, and by requiring employees to return excess reimbursement, advances, or allowances not adequately accounted for as ordinary and necessary business expenses.
2. The Board may contract with an auditor, a payroll firm, and an investment firm for purposes of handling financial affairs of the IFO.
3. Financial Duties
 - a. The Controller shall have responsibility within the IFO Office for receiving, classifying, authorizing, and paying all general expense vouchers and routine office bills. [Board 10/27/00, 9/19/03, 4/26/07]
 - b. The President and designated staff members other than the Controller shall be authorized signatories for general expense checks. All checks (other than those drawn on the Petty

Cash Checking account or the PAC Fund checking account) shall be cosigned by the President or another authorized signatory. [Board 10/27/00, 12/2/05, 4/26/07, 8/17/12]

- c. Any checks received in the IFO office shall be deposited in a timely manner by the Controller. [Board 4/26/07]
 - d. The Controller shall be responsible for regularly providing copies of bank statements and payroll reports and other necessary information to the Treasurer. [Board 10/27/00, 4/26/07]
 - e. The Controller shall be responsible for maintaining a Petty Cash Fund in the office and for properly recording all expenditures from the fund. The President, Controller and Administrative Assistants shall be authorized signatories on a Petty Cash checking account. [Board 10/27/00, 4/26/07]
 - f. The Treasurer shall review and sign the expense reports and credit card charges of the President.
4. Except in the case of emergencies, non-routine expenditures must be approved in advance. Non-routine expenditures up to \$3,000 must be approved by the President. Non-routine expenditures from \$3,000 to \$6,000 must be approved in advance by the EC and any non-routine expenditure in excess of \$6,000 must be approved in advance by the Board. Emergency non-routine expenditures in excess of \$6,000 must be approved in advance by the EC. [Board 12/8/00, 3/22/12]
 5. The Controller shall be responsible for making the quarterly payments to the local Faculty Associations and for reconciling those payments with payroll expenditures by IFO for local Association employees and with local printing expenditures chargeable to IFO. A report of such payments shall be provided to the Treasurer. [Board 10/27/00, 4/26/07]

E. Staff Expenses

I. Requests for Reimbursement

- a. Staff shall be provided with written guidelines for submission of reimbursement requests.
- b. Staff shall be provided with standardized forms on which to submit requests for reimbursement.

F. Economic Services

Economic services provided through IFO shall be available to members only.

G. Legal Representation of Faculty under the Minnesota Tort Claims Act [Board 2/9/12]

- I. The Minnesota Torts Claim Act (Minn. Stat. §3.736) requires the state to defend and indemnify state employees, including IFO represented faculty, with respect to certain claims arising out of the employee's employment. Faculty faced with legal claims arising out of their employment

should contact the IFO for assistance in invoking the representation and indemnification provisions of the Act. [Board 2/9/12]

2. The IFO is also available to assist faculty in cases in which the State declines to defend/indemnify on the grounds that the conduct at issue was not within the scope of the faculty member's employment. Upon request, the IFO legal staff will review such denials. [Board 2/9/12, 1/31/14]
3. If the IFO legal staff determines that there is a basis for appealing the denial of defense/indemnification, the IFO will assist members in locating and consulting with a qualified attorney of the IFO's choosing. The IFO will pay for the initial consultation. All appeal expenses beyond the initial consultation will be the responsibility of the faculty member. [Board 2/9/12, 1/31/14]
4. A faculty member may appeal an adverse IFO legal staff's opinion to the IFO Board. Such an appeal must be filed within ten (10) days of the issuance of the IFO legal staff's opinion. Notwithstanding an adverse IFO legal staff's opinion, the Board shall have the authority to direct the IFO to provide the appealing faculty a free initial consultation with a qualified attorney of the IFO's choosing. [Board 2/9/12]

[Chapter XVIII (A-G) revised by Board 9/15/06].

H. Gifts and Other Assistance to Individuals [Board 1/26/24]

I. De minimis benefits

- a. Local Associations are permitted to provide de minimis benefits to individuals, including, but not limited to, flowers for funerals or memorials, food and beverages for meetings, retirement or service awards, and door prizes for events.

2. Other gifts and assistance

- a. The IFO, through its Location Associations, may provide gifts and other assistance to faculty who face an unanticipated economic hardship that is related to employment, such as loss of employment due to retrenchment. These gifts and other assistance must be fairly and equitably distributed.
- b. Local Associations may allocate no more than twenty (20) percent of the financial support they receive from the IFO to provide for gifts or other assistance to individuals. Under extraordinary circumstances, a Local Association may request approval from the IFO Board of Directors to exceed this limit.
- c. Each Local Association Executive Committee shall approve each individual gift or other assistance.
- d. Distribution of gifts and other assistance is normally accomplished with a disbursement via a check to the recipient.

- e. Documentation of the approval and distribution of any gifts and other assistance that exceeds the de minimis standard shall be included with a Local Association's quarterly reports.

CHAPTER XIX: IFO OFFICE POLICIES

A. Records Retention Policies

1. Membership Records

Membership databases and campus seniority rosters will be archived electronically and retained permanently. State reports of unit assignments, payroll deduction reports, and other bargaining unit payroll records will be retained for at least seven (7) fiscal years. [Board 10/27/00]

2. Financial Information

- a. Staff payroll records, staff expense reports, and bill and payment records will be retained seven years. [Board 10/27/00]

- b. Audited financial statements and tax returns will be retained permanently.

3. Official Minutes and Notes

- a. Minutes of the Delegate Assemblies, meetings of the Board of Directors, and Executive Committee meetings will be retained permanently.

- b. Notes of Statewide Meet-and-Confer sessions will be retained permanently.

4. Negotiations and Contract Records

- a. Arbitration decisions, memoranda of agreement, letters of understanding, and all records and correspondence pertaining to the negotiation of the Collective Bargaining Agreements will be retained permanently. [Board 3/25/04]

- b. Pertinent electronic communications will be retained permanently.

5. Official correspondence shall be retained permanently.

6. Grievance Files. All grievance files shall be retained permanently. Grievant's copies of personal records may be returned to the grievant following the expiration of the grievance and arbitration processes and all appeals.

B. Office Hours

1. The IFO office shall maintain normal business hours.
2. In weather emergencies, the President may close the office.

C. Membership Records

1. Local Associations shall be provided with membership applications by the IFO office.
2. Membership Records [See Chapter IV(D)] [Board 2/9/12]
 - a. The IFO State Office, under the direction of the Executive Committee, shall be responsible for maintaining and updating regularly a list of faculty who are IFO union members and a list of faculty who are not IFO members, but who are included in the IFO bargaining unit, as defined by the State of Minnesota. The IFO State Office shall provide updated lists to Faculty Associations periodically. [Board 2/9/12]
 - b. Such lists may be used by the IFO State Office and Faculty Associations for communications regarding union membership and other official IFO/FA official union activity. [Board 2/9/12]
 - c. No other use or distribution of the membership records is permitted unless specifically authorized by the IFO Board of Directors or Executive Committee. [Board 2/9/12]

D. Dues

1. Notice of dues [See Chapter IV(D)(3)] [Board 11/17/11, 9/20/18]

At least annually, ordinarily at the beginning of the academic year, the IFO Office shall publish an explanation of IFO dues and the benefits to be realized from membership. [Board 11/17/11, 9/20/18]

2. Collection of Dues [See Chapter IV(D)(4)] [Board 11/17/11, 9/20/18]
 - a. IFO bargaining unit faculty have the option of paying dues through payroll deductions or by a single annual payment. The IFO Office shall set the date by which this payment must be made. [Board 11/17/11, 9/20/18]
 - b. Payroll Deductions. Membership dues for full-time faculty shall ordinarily be collected by periodic payroll deductions beginning as soon as practicable at the beginning of the academic year. [Board 11/17/11, 9/20/18]

E. Information

1. The IFO Operating Procedures shall be kept current and maintained at the IFO Office, with copies available upon request. [See Chapter III(D)(2)] [Board 10/21/11]
2. The position descriptions of IFO employees shall be kept on file at the IFO Office. [See Chapter V(D)(2)(a)] [Board 11/17/11]
3. Campus Information

- a. A copy of each FA Constitution shall be kept on file at the IFO Office.
- b. Each FA shall provide the IFO Office with six copies of the campus directory when they become available each year. [Board 10/27/00, 11/17/11]

4. Negotiations

The IFO Office shall be responsible for preparation of the summary document outlining significant language changes, and shall be responsible for distribution of copy(ies) of the tentative settlement and of the summary document along with Article 11 to each Board member and local FA president.

F. Vendor Selection

The vendor selection policy shall apply to the IFO office and to all local faculty associations.

1. Whenever practicable, the IFO shall schedule IFO events at facilities at which the workforce is represented by a union.
2. Whenever practicable, the IFO shall purchase printing services from businesses at which the workforce is represented by a union. In addition, whenever possible, the IFO shall require the Allied Printing Trades Council Union label to be affixed to its printed materials.
3. In carrying out its organizational functions, the IFO will strive to utilize unionized services.

4. If it is not practicable to purchase goods or services from businesses at which the workforce is represented by a union, priority will then be given to, in the following order:
 - a. Businesses owned by people of color, indigenous people, women, or LGBTQ+ people
 - b. Local businesses
 - c. Small businesses.
5. To locate businesses with unionized workforces, local Faculty Associations should contact IFO office staff. [Board 11/30/17]

G. Whistleblower Policy [Board 4/3/09]

This whistleblower policy is intended to provide a mechanism for the reporting of illegal activity or the misuse of Inter Faculty Organization (“IFO”) or Faculty Association (“FA”) assets while protecting from retaliation the employees, IFO/FA officers, and/or IFO represented bargaining unit members who make such reports.

I. Questionable Conduct

This policy is designed to address situations in which an individual suspects that an IFO/FA officer or employee has engaged in illegal acts or questionable conduct involving the Union’s assets. This conduct might include outright theft (of equipment or cash), fraudulent expense reports, misstatements of any accounts to the IFO/FA or to the IFO’s auditors, or even a conflict of interest that results in financial harm to the IFO/FA. The IFO encourages staff, officers and bargaining unit members to report such questionable conduct and has established a system that allows them to do so anonymously.

2. Reporting

- a. If an individual suspects illegal conduct or conduct involving misuse of IFO/FA assets or in violation of the law, he or she may report it, anonymously if the individual wishes, and will be protected against any form of harassment, intimidation, discrimination, or retaliation for making such a report in good faith.
- b. Reports of concerns or complaints about potentially illegal conduct or conduct involving misuse of Union assets may be made to any of the following:

IFO President
IFO Vice President
IFO Treasurer
IFO Controller
FA Presidents

The IFO will promptly conduct an investigation into matters reported, keeping the informant’s identity as confidential as possible consistent with the obligation to conduct a full and fair investigation, and the Union’s obligations under the IFO/IFOSA collective bargaining agreement. The names and e-mail addresses of the current holders of the positions designated above are posted on the IFO’s website.

3. No Retaliation

An individual who has made a report of suspicious conduct and who subsequently believes he or she has been subjected to retaliation may report it to any of the individuals listed above, as appropriate. In addition, retaliation for reporting suspicious conduct pursuant to this policy shall be grievable by IFO staff under the IFO/IFOSA collective bargaining agreement.

Reports of retaliation will be investigated promptly in a manner intended to protect confidentiality as much as practicable, consistent with a full and fair investigation and the IFO's obligations under the IFO/IFOSA collective bargaining agreement. The party conducting the investigation will notify the individual making the report (if identified) and the officer, employee or member accused of misconduct of the results of the investigation.

The IFO strongly disapproves of and will not tolerate any form of retaliation against officers, employees and/or members who report concerns in good faith regarding the IFO/FA's operations. The IFO will take appropriate steps to address retaliation.

4. Whistleblower Procedure

The "whistleblower" procedure is intended to describe the process through which concerns about the possible misuse of IFO/FA's assets are handled pursuant to the IFO's whistleblower policy.

- a. An individual makes a report of suspected misuse of IFO/FA assets by reporting in person to any of the designated individuals listed above. Alternatively, reports may be made anonymously in writing to any of the designated individuals. Particularly in the case of anonymous reports, reports should include as much information as possible to facilitate investigation.
- b. The report is promptly reviewed by the IFO President and the IFO Controller to determine whether the report constitutes a complaint or a non-complaint, unless one of them is allegedly involved in the misconduct, in which case the report should be reviewed by only one of them. (If both of them are alleged to be involved, the report should go directly to the Executive Committee.)
 - A *complaint* means any report involving (i) questionable accounting, auditing, financial reporting, or internal controls; (ii) suspected fraud, theft, or improper use of company assets; (iii) a violation of the IFO's conflict-of-interest policy that results in a financial harm to the IFO/FA; or (iv) a claim of retaliation against any officer, employee or bargaining unit member making a good-faith report regarding any of the preceding matters.
 - A *non-complaint* means a report of any other matter not involving a misuse of the Union's assets.

- c. If the report is deemed to be a complaint, it will be promptly investigated and forwarded to the Executive Committee. If the report is deemed to be a non-complaint, it will be referred for follow-up. Some non-complaints may involve serious matters that require prompt investigation, but may nevertheless not involve misuse of the IFO/FA's assets.
- d. Each complaint is fully investigated, and, as far as possible, handled so as to protect the privacy of the individual making the complaint. A written report of the outcome of each investigation is prepared and delivered to the Executive Committee
- e. The Executive Committee decides whether the report involves a matter that is material. If a report is deemed material and substantiated, the Executive Committee may forward it for disposition to the IFO Board or may direct the IFO President or the relevant FA President to take action to resolve the situation. If the report is deemed substantiated, but nonmaterial, the Executive Committee may refer the matter to the IFO Controller to be addressed as appropriate.

H. Conflict of Interest Policy [Board 4/3/09, 12/2/10, 1/21/21]

- 1. Members of the IFO Executive Committee, the IFO Board, the IFO Negotiation Team, the IFO Salary Equity Committee, Local FA Executive Committees and IFO management staff have a duty of loyalty to the IFO. In furtherance of this duty, it is the policy of the IFO that these identified individuals may not use their positions for personal, financial, family or professional gain at the expense of the IFO. This policy is not designed to eliminate all relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest. The policy outlines procedures to implement in specific situations where the potential of conflict of interest may be perceived by the general IFO membership.

2. Definitions

A conflict of interest may exist when the interests or potential interests of any of the following groups may be seen as competing with the interests of the IFO, or when such interests may impair a person's independence or loyalty to the IFO.

IFO Board of Directors
 IFO Negotiation Team
 IFO Salary Equity Committee
 Academic Affairs and Equity and Inclusion Coordinators/Liaisons
 Local FA Grievance Committees
 Local FA Executive Committees
 IFO Controller
 [Board 1/21/21]

3. Examples

A conflict of interest may exist if individual holding a position identified in Paragraph 2 above:

- a. Seeks a position in local management (administration) or MnSCU system offices while serving in an identified position listed above

- b. Derives remuneration or seeks to derive remuneration or other financial gain from a transaction involving the IFO and MnSCU, with the exception of grants offered through an established RFP process by MnSCU
 - c. Seeks to direct IFO policy in relation to MnSCU in a direction from which the individual would derive remuneration or plans to seek to derive remuneration
 - d. Has a business or financial interest in any third party dealing with the IFO
 - e. Supervises or makes decisions regarding the compensation or other terms and conditions of employment of any employee with whom the individual has a family, personal or financial relationship
 - f. Selects specific vendors who offer personal incentives to direct IFO business their way
 - g. Seeks to direct the business of IFO members to specific vendors for retirement planning
4. Faculty with dual appointments who are serving in our bargaining unit at the same time as serving in a management position shall not serve in any representational capacity on behalf of the IFO, including any positions outlined in subdivision 2 of this section (H), and any local campus committees, IFO statewide committees, or external committees, due to inherent and/or perceived conflicts of interest. [Board 10/20/16]
5. Retirement Planning Advice
To protect the IFO membership and allow IFO staff to give complete and unbiased information related to retirement planning, no specific individual retirement or financial planners will be recommended or referred business at statewide or individual meetings.
6. Dissemination of Policy and Disclosure Statements
A copy of this conflict of interest policy shall be furnished to individuals holding and/or seeking to serve in any of the positions identified in Paragraph 2 above. All individuals holding positions identified in Paragraph 2 above shall be required to complete and submit an IFO Conflict of Interest Disclosure Statement each fiscal year. (Provided that this policy shall not be applied to IFOSA-represented staff without the agreement of the IFOSA.) Completed disclosure forms should be submitted to the IFO Controller by not later than 60 days after selection to serve in a position identified in Paragraph 2, and updated thereafter by not later than October 1 each year. The IFO Controller will compile a master list of disclosed conflicts for use by the IFO and the local FAs.

Prior to being considered as a candidate for election or appointment to any office identified in Paragraph 2, faculty shall be required to confirm in writing that “I have read and agree to abide by the IFO Conflict of Interest Policy if selected for covered office.” Such confirmation must be submitted to the relevant Faculty Association or to the IFO prior to inclusion on the ballot or consideration for appointment. In the case of successful write-in candidates, such written confirmation must be provided before the write-in may be declared a winner and assume office. [Board 12/2/10]

7. Certification

This policy and its application shall be reviewed annually for the information and guidance of the individuals holding any of the positions identified in Paragraph 2, each of whom has a continuing responsibility to scrutinize their transactions and outside business and professional interests and relationships for potential conflicts of interest, and make such disclosures as described in this policy.

I. Non-Discrimination Policy [Board 10/29/09, 04/09/15]

1. Non-discrimination. The Inter Faculty Organization (“IFO” or “Union”) is an equal opportunity employer committed to providing a work environment for its employees free from harassment, and other forms of discrimination based on race, color, creed, religion, national origin, sex, sexual orientation, gender expression, gender identity, marital status, familial status, disability, age, receipt of public assistance, union affiliation, or activity in a local commission.
2. Discriminatory harassment. Discriminatory harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual:
 - a. Because of the individual’s race, color, creed, religion, national origin, sex, sexual orientation, gender expression, gender identity, marital status, familial status, disability, age, or receipt of public assistance, or union affiliation; or
 - b. Because of his/her relatives’, friends’ or associates’ race, color, creed, religion, national origin, sexual orientation, gender expression, gender identity, sex, marital status, familial status, disability, age, receipt of public assistance or union affiliation; and
 - c. Has the purpose or effect of:
Creating an intimidating, hostile, or offensive working environment; or

Unreasonably interfering with an individual’s work performance; or

Otherwise adversely affects an individual’s employment opportunities.
3. Sexual Harassment. Sexual harassment is a form of discriminatory harassment that includes unwelcome sexual advances, requests for sexual favors, or any other verbal or physical conduct of a sexual nature when:
 - a. Submission to that conduct or communication is made, either explicitly or implicitly, a term or condition of employment; or
 - b. An individual’s submission to or rejection of that conduct or communication is used as a factor in decisions affecting that individual’s employment; or
 - c. That conduct or communication has the purpose or effect of substantially interfering with an individual’s employment, or creating an intimidating, hostile, or offensive work environment.

4. Retaliation. The IFO prohibits retaliation against employees because they:
 - a. made a complaint under this policy or opposed discrimination or harassment as described in this policy; or
 - b. assisted or participated in any manner in an investigation or process under this policy, regardless of whether a claim of discrimination or harassment is substantiated;
 - c. associated with a person or group of persons who are disabled or are of a different race, color, creed, religion, age, sex, sexual orientation, gender identity, gender expression, or national origin; or
 - d. made a complaint or assisted or participated in any manner in an investigation or process with any government agency that enforces non-discrimination laws.
5. Filing, Investigating and Resolving Complaints. Complaints regarding discriminatory harassment should be submitted to the IFO President or to any other member of the IFO Executive Committee. Complaints may be made in writing or orally, and employees who witness harassment are encouraged to report it immediately, even if they are not the target. Employees represented by the Inter Faculty Organization Staff Association (“IFOSA”) may also wish to advise the IFOSA of their harassment complaints. All complaints of harassment submitted to the IFO will be investigated promptly and completely. IFOSA represented employees will be informed that they have the right to have an IFOSA representative present, and non-represented employees will be informed that they have the right to have an employee representative present, during any interview conducted under this policy. Information obtained through such investigations will be kept confidential to the degree possible in light of the IFO’s Constitution and Operating Procedures, the IFO/IFOSA Collective Bargaining Agreement, and local, state, and federal laws. Corrective action will be taken as warranted by the results of the IFO’s investigation.

J. Legal Duties Policy [Board 1/21/21]

1. Members of the IFO Board, IFO Negotiating Team, the IFO Salary Equity Committee, Local FA Executive Committees, Local FA Grievance Committees, IFO Coordinators/Liaisons for Academic Affairs and Equity and Inclusion, and the IFO Controller serve as the legal representatives of the IFO and Faculty Associations. As such, these representatives have a duty to perform the legal obligations which follow from their positions. In furtherance of this duty, it is the policy of the IFO that these identified individuals will use their best efforts, while serving in these positions, to ensure that the IFO meets its legal obligations to its members and all the employees for which it serves as exclusive representative.
2. To fulfill this duty, persons holding the positions described in Paragraph 1, above, must do the following:
 - a. Diligently represent IFO bargaining unit members in a nonjudgmental, unbiased manner;

- b. Protect and uphold the interests of IFO bargaining unit members regardless of their political affiliation or membership in a protected class;
 - c. Prioritize the interests of the IFO and the general interest of bargaining unit members, even when doing so may be at odds with pursuit of a representative's own personal interests (for example, in meetings with the administration);
 - d. Maintain confidentiality of information discussed in Executive Session and personal information concerning faculty members learned in the course of performing representative duties;
 - e. Disclose a conflict of interest such as an application for a MinnState system office or university administration position, or a business or financial interest in any third party dealing with the IFO, as set out in Section H, above; and,
 - f. Enforce the terms of the IFO MnSCU collective bargaining agreement.
3. If doing any of the above may be compromised by factors such as personal animosity towards a faculty member, personal disapproval of a faculty member's conduct, or other extraneous considerations, persons should consult with and seek assistance from the IFO and Faculty Association colleagues.
 4. The intentional or persistent failure of a representative to meet the obligations outlined above may provide a basis for discipline, including removal from an IFO/FA office, pursuant to Chapter IV, Section C of the IFO Operating Procedures.
 5. A copy of this policy will be furnished to persons holding or seeking to serve in any of the positions identified in Paragraph I above. Prior to being considered as a candidate for election or appointment to any office identified in Paragraph I, faculty members will confirm in writing that "I have read and agree to abide by the IFO Legal Duties Policy if selected for covered office." Such confirmation must be submitted to the relevant Faculty Association or to the IFO prior to inclusion on the ballot or consideration for appointment. In the case of successful write-in candidates, such written confirmation must be provided before the write-in may be declared a winner and assume office.

[Chapter XIX revised by Board, 9/15/06]

Chapter XX. GRIEVANCE REPORTING

- A. Authorized Grievance Representatives
 - I. Authorized Grievance Representatives are IFO members who
 - a. are nominated or recommended by the Faculty Association; and
 - b. complete grievance training by the IFO legal staff or as approved by the legal staff; and
 - c. are approved by the IFO President.

2. Faculty Association Presidents are Authorized Grievance Representatives once they complete grievance training by the IFO legal staff or as approved by the legal staff.
3. Only Authorized Grievance Representatives are authorized to file grievances with a campus administration for violations of the IFO MnSCU contract.
4. The IFO legal staff is responsible to furnish the system office labor relations staff with a list of Authorized Grievance Representatives. [Board 3/21/19]

B. Internal Grievance Reporting

1. Each campus shall designate a reporter to assure that campus grievance activities are reported to the Faculty Association and the state IFO office in an accurate and timely matter.
2. The designated campus reporter shall provide copies of all campus Step I and Step II grievances to the state IFO office contemporaneously with the filing of such documents on campus. In addition, the designated reporter shall forward administrative Step I and Step II responses to the state IFO office as soon as possible after receipt.
3. The state IFO office shall be notified as soon as possible of campus requests to move a grievance to Step III in order to allow adequate time for compliance with the contractual deadline for filing Step III grievances.
4. Campus requests to the state IFO office to move a grievance to Step III should be accompanied by relevant documentation as identified in the Grievance Transmittal Cover Sheet. In cases where such documentation is not immediately available, the information should be forwarded as soon as possible after the request to move a grievance to Step III is made.
5. The designated reporter shall provide an update on pending campus grievances to the Faculty Association, the IFO and campus grievance committees at least once each semester.
6. State IFO staff shall keep campus Faculty Associations, designated reporters, and campus grievance officers informed on the status of grievances from their individual campuses.

C. Summary Reports

The IFO staff shall prepare summary grievance reports for each IFO Board of Directors meeting, and more often as requested, regarding all grievances pending at the Step III level or above. Normally, such summary reports shall not identify an individual grievant by name. Such summary reports may be distributed as deemed appropriate by the IFO and Faculty Associations.

D. Access to Individual Grievance Information

1. In response to requests from IFO bargaining unit members, the union will provide the following information (except as provided in subdivisions 2-4 below): [Board 10/20/11]
 - Name of the grievant
 - University (or universities) involved

- Date of grievance
 - Nature of the grievance, including the contract provision(s) alleged to have been violated and the remedy requested
 - Status of the grievance
 - Terms of any grievance settlement
 - Arbitration award in cases where grievance is arbitrated
2. In pending disciplinary grievances, it is the policy of the IFO to treat as confidential the name of the grievant and other identifying information such as the grievant's campus, the alleged offense for which the grievant was disciplined, and the specific disciplinary action taken. Such information may be disclosed internally to IFO and FA officers, including grievance officers, and staff as the union deems appropriate. [Board 10/20/11]
 3. Arbitration awards involving discipline imposed upon faculty may be redacted or withheld to protect the identity of the faculty whose discipline was challenged. [Board 10/20/11]
 4. Grievance/arbitration documents may be redacted or withheld to preserve the confidentiality of personal data such as:
 - Social Security numbers
 - Medical information
 - Employee assistance or other counseling information
 - Sexual abuse or maltreatment
 - Information which could threaten the personal safety of an individual or subject the individual to harassment
 - Student information

[Entire chapter Board 12/8/00]

[Chapter XX revised by Board 9/15/06, 1/23/09]

APPENDIX A

STAFF JOB DESCRIPTIONS

Administrative, Communications, & Technology Coordinator

Controller

Director of Public Affairs

Legal Department Labor & Equity Director

Legal Department Labor & Equity Officer

Legal Department Benefits & Equity Representative

Legal Department Labor & Equity Legal Assistant

Position Title: Administrative, Communications, & Technology Coordinator

Supervisor: IFO President

General Assignment: To perform administrative, technical, and communications support to the IFO, serving as the primary support for the President and the Director of Public Affairs and backup support to other state office staff.

- I. Support Director of Public Affairs in tasks including but not limited to:
 - a. Assist in message development, and strategy for internal and external audiences.
 - b. Design templates for internal and external communications via email marketing service.
 - c. Work with DPA to craft message content and layout.
 - d. Design new communications suite including logo treatments for IFO Statewide Office, campus faculty associations, and standing committees. Provide usage/style guide to local FAs, statewide committees, and state office staff to ensure statewide branding consistency in balance with local campus identities.
 - e. Design external marketing collateral (“swag”), source union vendors/printers, and design logo treatments for variety of products to promote the union.
 - f. Manage web-based grassroots communication and organizing tools.
2. Provide tier 1 and 2 tech support for staff, and for all meetings held at statewide office.
 - a. Set up Dropbox, WebEx sessions, projectors, and other electronic meeting tools. As needed, help participants configure their computers to use these tools and train participants on how to use them.
 - b. Support phones, network and local printers, web-based email server, networked folders/Active Directory, laptop/desktop and mobile devices for state office staff.
 - c. Coordinate with managed services vendors (Imagine IT, Marco) to troubleshoot and repair; order replacements for broken or depreciated equipment as appropriate.
 - d. Troubleshoot technical issues for state office staff; solve or escalate to appropriate contracted vendor and follow through to resolution.
 - e. Manage equipment configuration, deployment, and depreciation in consultation with Controller and President.
3. Provide administrative management to the IFO state office, including, but not limited to, tasks such as those listed below:
 - a. Handle meeting arrangements, hotel accommodations, and related matters for IFO meetings and events;
 - b. Provide telephone and office reception support;
 - c. Process and distribute mail;
 - d. Pick up and deliver, packages, mail, etc., and other errands as necessary including food items for meetings;
 - e. Process special mailings;
 - f. Coordinate with IFO president and staff to develop meeting agendas and track changes for staff, board of directors, executive committee, and statewide meet and confer meetings;
 - g. Maintain stationery, forms, brochures, food and beverages and other office materials; and
 - h. Provide back up as necessary to Contract and Enforcement Legal Assistant.
4. Record minutes at IFO Board meetings, Executive Committee and Statewide Meet and Confer; follow up on and review all minutes to keep an accurate record of events and for the creation of future agendas.

5. Maintain the Master Calendar of IFO and MnSCU meetings; maintain and update rosters for IFO Standing, Continuing and Ad Hoc Committees including email distribution lists.
6. Coordinating with Controller, provide estimates and cost comparisons for special purchases.
7. Serve as Project Manager for biennial Delegate Assembly.
 - a. Beginning 6 months prior to event, draft initial contract with host hotel for sleeping rooms, meeting rooms, and BEOs (beverage/food and equipment orders)
 - b. Coordinate with FA presidents, standing committees, and state office staff on registration and billing process for delegates
 - c. Develop DA agenda in collaboration with Executive Committee, state office staff, and Parliamentarian
8. Perform all duties in a professional manner
 - a. with good planning/organizational skills,
 - b. demonstrating effective decision making,
 - c. engaging in continuing self-development, and
 - d. with responsibility for facilitating a cooperative work environment.
9. Perform other duties related to the position as assigned by the IFO President.

Position Title: Controller

Supervisor: IFO President

General Assignment: This position has four primary duties: Bookkeeper, Assistant to the IFO President, Human Resources, and Membership Processing. The specific duties include:

1. Maintains and records business transactions, issues checks, balances ledgers and prepares reports.
2. Works with outside accountant to assure accuracy and completeness of IFO financial records, operating procedures, and constitution.
3. Performs clerical and routine administrative support functions to assist the President in IFO staff matters or other projects as assigned.
4. Responsible for confidential and time sensitive materials.
5. Provides assistance to the IFO Treasurer to permit him/her to fulfill official duties of the Treasurer. Acts as Treasurer for the IFO Political Action Committee Fund.
6. Maintains confidential personnel records, collects and analyzes HR data, establishes and implements systems for payroll and other benefits. Acts as pension plan administrator for staff pension. Transmits information to the appropriate service bureau or government agencies.
7. Maintains all IFO insurance policies (including Officers and Directors, office, fire, theft, workers compensation, unemployment compensation, auto, etc.).
8. Documents contacts, procedures and calendar for renewal/service dates. Serves as IFO liaison to landlord and/or property manager regarding operations and maintenance of IFO office space.
9. The Controller will be an *ex officio* non-voting member of the Treasurer's Advisory Committee and be responsible for taking the minutes and keeping the Treasurer's Advisory Committee binder up-to-date.
10. Be responsible for the annual audit which consists of preparing the audit materials, overseeing the auditor's fieldwork, reviewing the financial statements and management letter drafts, and (along with the Treasurer and auditors) presenting the audit to the Executive Committee and Board of Directors.
11. Administer and maintain the membership database including data entry and processing for member deductions, mailings as well as dues/fair share collections.
12. Prepare and distribute reports about membership and dues for the IFO President, Executive Committee, and Board.
13. Perform all duties in a professional manner
 - a. with good planning/organizational skills,
 - b. demonstrating effective decision making,
 - c. engaging in continuing self-development, and
 - d. with responsibility for facilitating a cooperative work environment.
14. Perform other duties related to the position or as assigned by the IFO President.

Approved by IFO Board on 10/14-15/06

Title Change approved by IFO Board on 4/26-27/07

Approved by IFO Board 9/25-26/08

Approved by IFO Board on 9/24-25/09

Approved by IFO Board on February 4-5, 2012

Approved by IFO Board on March 1, 2013

Approved by IFO Board on September 22, 2016

Position Title: Director of Public Affairs

Supervisor: IFO President

General Assignment: Direct the public affairs programs for the IFO. Identify and develop lobbying strategies and provide advice to IFO membership on existing and potential legislation. Develop strategies for outreach, campus-based organizing, and activism on the 7 university campuses. Coordinate public relations efforts on the campuses and provide counsel to IFO leadership on legislative affairs. Assume other responsibilities as assigned. This position requires significant intrastate travel.

Specific duties include:

1. Implement and direct the government relations program at a statewide level and the local campus level.
2. Coordinate contributions from the IFO Political Action Committee fund for political candidates and state party units
3. Coordinate IFO positions on MnSCU budget
4. Provide staff support for the Government Relations Committee and campus political committees and promote meaningful lobbying and political action by faculty members
5. Advise, implement, participate in coalitions; act as liaison to local Faculty Associations (FAs), etc.
6. Develop relationships with key legislators and their staffs and legislative committee staffs to effectively channel short-term and long-term IFO goals and objectives.
7. Represent the union either as a participant or advisor in developing public policy and presenting testimony and on behalf of the IFO.
8. Organize and track state and federal activities that pertain to the IFO's goals and objectives.
9. Develop and monitor the IFO Government Affairs budget.
10. Recruit and train volunteers on political tactics, media outreach and related activities.
11. Build relationships with faculty, students and administrators
12. Organize events with legislative decision-makers
13. Identify and develop creative and innovative strategies for outreach, engagement and faculty turnout.
14. Serve as the media contact for the IFO and FAs
15. Create and implement internal and external communication strategies
16. Organize faculty to engage in efforts to advance the IFO mission, vision, and values.

Adopted by the IFO Board 6/2/95,
As amended by the Board 10/27/00 (revisions of Operating Procedures),
Adopted by the Board 9/12/02,
Revised by the IFO Board 10/23-24/03, 12/6/07, 9/25-26/08, February 9-10, 2012, September 22, 2016

Position Title: Legal Department, Labor & Equity Director

Supervisor: IFO President

1. Coordinate the workflow of the Legal Department (Labor & Equity Director, Labor & Equity Officer, Labor & Equity Legal Assistant, and Benefits & Equity Representative) to assure prioritization of projects and maximize use of resources.
2. Work cooperatively to perform the responsibilities of the Legal Department including:
 - a. support for negotiation of the IFO-MnSCU contract;
 - b. support and engage in meet and confer with MnSCU;
 - c. initiate and/or assist with processing grievances, including arbitration when necessary;
 - d. advise faculty on their rights related to MnSCU and University policies and procedures, IFO-MnSCU contract and labor, employment and anti-discrimination laws;
 - e. advocate for and assist faculty in pursuing their rights under anti-discrimination laws, policies and procedures;
 - f. monitor MnSCU policies and procedures, and propose and confer regarding changes;
 - g. advise the President, Executive Committee and Board of Directors about negotiations, grievances, equity, diversity matters, MnSCU's employment policies and procedures, and other matters that arise;
 - h. provide advice and assistance on state legislation and state and federal legal developments bearing on labor and equity matters;
 - i. develop and disseminate information about grievance and contract matters to assure consistent coordination of information;
 - j. develop and assist in the presentation of statewide and campus training about the contract, grievance process, equity, and other matters of concern to the faculty;
 - k. assist IFO and MnSCU committees including Equity Committees as assigned.
3. Have primary responsibility for:
 - a. advising the IFO Negotiating Team;
 - b. representing the IFO at health care coalition bargaining;
 - c. advising faculty on their rights related to the IFO-MnSCU contract.
4. Undertake other duties consistent with the position as assigned by the President.
5. Perform all duties in a professional manner
 - a. with good planning/organizational skills,
 - b. demonstrating effective decision making,
 - c. engaging in continuing personal and professional development, and
 - d. sharing responsibility for facilitating a cooperative work environment.

Revised and Approved March 1, 2013, IFO Board of Directors
Approved September 22, 2016 by IFO Board of Directors

Position Title: Legal Department, Labor & Equity Officer

Supervisor: IFO President

- I. Work cooperatively to perform the responsibilities of the Legal Department including:
 - a. support for negotiation of the IFO-MnSCU contract;
 - b. support and engage in meet and confer with MnSCU;
 - c. initiate and/or assist with processing grievances, including arbitration when necessary;
 - d. advise faculty on their rights related to MnSCU and University policies and procedures, IFO – MnSCU contract and labor, employment and anti-discrimination laws;
 - e. advocate for and assist faculty in pursuing their rights under anti-discrimination laws, policies and procedures;
 - f. monitor MnSCU policies and procedures, and propose and confer regarding changes;
 - g. advise the President, Executive Committee and Board of Directors about negotiations, grievances, equity, diversity matters, MnSCU’s employment policies and procedures, and other matters that arise;
 - h. provide advice and assistance on state legislation and state and federal legal developments bearing on labor and equity matters;
 - i. develop and disseminate information about grievance and contract matters to assure consistent coordination of information;
 - j. develop and assist in the presentation of statewide and campus training about the contract, grievance process, equity, and other matters of concern to the faculty;
 - k. assist IFO and MnSCU committees including Equity Committees as assigned.
2. Have primary responsibility for:
 - a. advocating for and assisting faculty in pursuing their rights under anti-discrimination laws, policies and procedures;
 - b. advising faculty on their rights related to MnSCU and University policies and procedures, and labor, employment and anti-discrimination laws.
 - c. providing advice and assistance on state legislation and state and federal legal developments bearing on labor and equity matters.
3. Perform all duties in a professional manner with
 - a. good planning/organizational skills,
 - b. demonstrating effective decision making,
 - c. engaging in continuing personal and professional development, and
 - d. sharing responsibility for facilitating a cooperative work environment.
4. Undertake other duties consistent with the position as assigned by the President.

New Position, Approved March 1, 2013 IFO Board of Directors, revised September 22, 2016

Position Title: Legal Department, Benefits & Equity Representative

Supervisor: IFO President

1. Have primary responsibility for:
 - a. supporting the work of the Salary Equity Process;
 - b. conducting individual and group retirement workshops;
 - c. assisting faculty members with retirement and pension concerns;
 - d. advising the Negotiations Team members on benefits and retirement issues;
 - e. understanding faculty benefits and retirement issues, and assisting IFO staff and faculty with advocacy for retirement-related legislation.

2. As time permits, work cooperatively to perform the responsibilities of the Legal Department, including:
 - a. support for negotiation of the IFO-MnSCU contract;
 - b. initiate and/or assist with processing grievances, including arbitration when necessary;
 - c. advise faculty on their rights related to MnSCU and University policies and procedures, IFO – MnSCU contract and labor, employment and anti-discrimination laws;
 - d. advocate for and assist faculty in pursuing their rights under anti-discrimination laws and policies and procedures;
 - e. monitor compliance of MnSCU and the campuses and recommend remedial actions with respect to the IFO-MnSCU contract and anti-discrimination and intellectual property matters;
 - f. support and engage in meet and confer with MnSCU;
 - g. monitor MnSCU policies and procedures, and propose and confer regarding changes;
 - h. develop and assist in the presentation of statewide and campus training about the contract, grievance process, equity, and other matters of concern to the faculty;
 - i. advise the President, Executive Committee and Board of Directors about negotiations, grievances, equity, diversity matters, MnSCU's employment policies and procedures, and other matters that arise;
 - j. provide advice and assistance on state legislation and state and federal legal developments bearing on labor and equity matters;
 - k. develop and disseminate information about grievance and contract matters to ensure consistent coordination of information;
 - l. assist IFO and MnSCU committees including IFO Equity Committees as assigned.

3. Perform all duties in a professional manner with
 - e. good planning/organizational skills;
 - f. effective decision making;
 - g. ongoing personal and professional development; and
 - h. responsibility for facilitating a cooperative work environment.

4. Undertake other duties consistent with the position as assigned by the President.

New Position, Approved January 30, 2015, by the IFO Board of Directors, revised September 22, 2016.

Position Title: Legal Department, Labor and Equity Legal Assistant

Supervisor - IFO President

General Assignment: Provide Legal Assistant services as a member of the Legal Department of the IFO in support of the Unit and IFO responsibilities.

1. Work cooperatively to perform the responsibilities of the Legal Department including:
 - a. support for negotiation of the IFO-MnSCU contract;
 - b. initiate and/or assist with processing grievances, including arbitration when necessary;
 - c. advise faculty on their rights related to MnSCU and university policies and procedures, IFO – MnSCU contract and state and federal employment and anti-discrimination laws;
 - d. advocate for and assist faculty in pursuing their rights under anti-discrimination laws and policies;
 - e. monitor compliance of MnSCU and the campuses and recommend remedial actions with respect to the IFO-MnSCU contract and anti- discrimination and intellectual property matters;
 - f. develop and assist in the presentation of statewide and campus training about the contract, grievance process, equity, retirement and contract benefit and other matters of concern to the faculty;
 - g. keep the President, Executive Committee and Board of Directors informed about negotiations, grievances, equity, diversity matters and their other activities;
 - h. develop and disseminate information about grievance and contract matters to assure consistent coordination of information;
 - i. assist IFO and MnSCU committees including IFO Equity Committees as assigned.
2. Have primary responsibility for:
 - a. screening and referring calls and other communications to appropriate member(s) of the Legal Department staff;
 - b. provide general information in response to general and/or routine questions;
 - c. create and maintain a data base of grievances and arbitrations conducted by or for the IFO;
 - d. create and maintain a data base correlating the IFO MnSCU Contract with negotiation records, grievances and arbitration awards;
 - e. maintain calendar and tickler system for deadlines, meetings, hearings, arbitrations and other key matters and keep staff apprised of the dates;
 - f. provide backup as necessary for meeting arrangements and hotel accommodations and related matters for IFO meetings and events;
 - g. manage grievance files, including maintenance of records, and serving as liaison with the faculty grievant when appropriate.
3. Conduct legal and other research as requested.
4. Support arbitration and representation in equity matters, including gathering witness and documentary information, preparation of documents and exhibits, and assisting with arbitration briefs. Attend meetings on equity matters and grievances, including arbitration hearings as requested.

5. Provide support to the IFO Negotiating Team including:
 - a. schedule joint IFO/MnSCU sessions, meeting times and locations;
 - b. attend bargaining sessions and maintain record of discussions;
 - c. assist in drafting, tracking and refining language proposals;
 - d. provide secretarial support to the Legal Department and provide occasional back up to the Administrative, Communications, and Technology Coordinator.

6. Perform all duties in a professional manner
 - a. with good planning/organizational skills,
 - b. demonstrating effective decision making,
 - c. engaging in continuing professional self-development,
 - d. with responsibility for facilitating a cooperative work environment.

7. Perform other duties consistent with the position and as assigned by the President.

Revised and Approved March 1, 2013, IFO Board of Directors
Revised September 22, 2016, IFO Board of Directors

APPENDIX B INVESTMENT POLICY

[Adopted by the Treasurer’s Advisory Committee on February 16, 2007]

[Reviewed by the Executive Committee on February 23, 2007]

[Approved by the Board of Directors on April 26, 2007]

[Revised by the Board of Directors on December 3, 2015]

[Revised by the Board of Directors on February 23, 2017]

[Replaced by the Board of Directors on April 27, 2017]

[Replaced by the Board of Directors on October 23, 2020]

I. Introduction

The purpose of this Investment Policy is to establish guidelines for the Inter Faculty Organization’s investment portfolio (“the “Portfolio”).

II. Role of the IFO Board and the Treasurer’s Advisory Committee

The Board of Directors has a fiduciary duty to protect the assets of the Inter Faculty Organization (“IFO”) and to invest those assets to further the mission of the organization.

- A. This Investment Policy sets forth the investment objectives, distribution policies, and investment guidelines that govern the investing activities of the IFO Board.
- B. The investment policies contained herein have been formulated consistent with the IFO’s anticipated financial needs and in consideration of the IFO’s tolerance for assuming investment and financial risk, as reflected in the majority opinion of Treasurer’s Advisory Committee (“TAC”) and approved by the IFO Board.
- C. Policies contained herein are intended to provide guidelines, where necessary, for ensuring that the Portfolio’s investments are managed consistent with the short-term and long-term financial goals of the IFO. At the same time, they are intended to provide for sufficient investment flexibility in the face of change in capital market conditions and in the financial circumstances of the organization.
- D. TAC will review this Investment Policy at least once per year. Changes to this Investment Policy can be made only by approval of the IFO Board.

III. Investment objective and distribution policy

- A. Assets will be invested with the objectives of 1) providing for potential growth at a moderate risk of loss, 2) meeting or exceeding the rate of inflation, and 3) promoting social responsibility, for the purpose of providing a relatively predictable annual distribution in support of the IFO.
- B. While developing the next fiscal year’s budget for Board approval:
 - I. TAC shall recommend an annual distribution of the Portfolio’s assets to supplement the budget or for one-time investments or special expenses.

2. The target distribution should be 3.3% of the Portfolio's three-year average calendar yearend value.
- C. TAC will seek to reduce the variability of annual Portfolio distributions by factoring past spending and Portfolio asset values into its current distribution recommendation. TAC will review its distribution assumptions annually for the purpose of deciding whether any changes necessitate amending the Portfolio's distribution policy, its target asset allocation, or both.
- D. Periodic cash flow, either into or out of the Portfolio, will be used to better align it to the target asset allocation outlined in the asset allocation policy in Section IV. A. herein.

IV. Portfolio investment policies

A. Asset allocation policy

1. Assets will be managed as a balanced portfolio composed of three major components: a cash portion, a fixed income portion, and an equity portion. The expected role of fixed income investments will be to generate current income, provide for more stable periodic returns, and provide some protection against a prolonged decline in the market value of equity investments. The expected role of equity investments will be to maximize the long-term real growth of Portfolio assets.
2. Outlined below are the long-term strategic asset allocation guidelines determined by TAC to be the most appropriate, given the IFO's long-term objectives and short-term constraints. Portfolio assets will, under normal circumstances, be allocated in accordance with the following guidelines:

Asset class	Sub-asset class	Target allocation
Equity		35%
	U.S. mutual funds/ETFs	21%
	Non-U.S. mutual funds/ETFs	14%
Fixed income		60%
	U.S. bond mutual funds/ETFs	42%
	Non-U.S. bond mutual funds/ETFs (U.S. Dollar-hedged)	18%
Cash		5%
	Long-term Certificate of Deposits (CDs)	5%

B. Diversification policy

1. Diversification across and within asset classes is the primary means by which TAC expects the Portfolio to avoid undue risk of large losses over long time periods. To protect the Portfolio against unfavorable outcomes, TAC will take reasonable precautions to avoid excessive investment concentrations.

C. Rebalancing

It is expected that the Portfolio's actual asset allocation will vary from its target asset allocation as a result of the varying periodical returns on its investments. The Portfolio will be rebalanced to its target normal asset allocation under the following procedures:

1. The IFO Controller will use incoming cash flow (contributions) or outgoing money movements (disbursements) of the Portfolio to realign the current weightings closer to the target weightings for the Portfolio.
2. The IFO Controller will review the Portfolio semiannually (September 30 and March 30) to determine the deviation from target weightings. During each semiannual review, if any asset class (cash, fixed income, or equity) within the Portfolio is +/- 5 percentage points from its target weighting, the Portfolio will be rebalanced.
3. The IFO Controller shall act within a reasonable period of time to evaluate deviation from these ranges.

D. Other investment policies

1. Mutual fund/ETF assets should have low expense ratios (under 1%).
2. Assets and investment institutions should be vetted by TAC for consistency with IFO values and socially responsible investing strategies.
3. The purchase of fixed income assets (other than for rebalancing the Portfolio) requires approval of the IFO President and Treasurer and is reported to the IFO Board in the IFO Controller's monthly reports.
4. The purchase of equity assets (other than for rebalancing the Portfolio) requires the recommendation of TAC and approval of the IFO Board.

V. **Monitoring portfolio investments and performance**

TAC will monitor the Portfolio's investment performance against the Portfolio's stated investment objectives. At a frequency to be decided by TAC, it will formally assess the Portfolio and the performance of its underlying investments as follows:

- A. In keeping with the Portfolio's overall long-term financial objective, TAC will evaluate Portfolio performance over a suitably long-term investment horizon, generally across full market cycles or, at a minimum, on a rolling five-year basis.
- B. Investment reports shall be provided by the IFO Controller on a quarterly basis or as more frequently requested by TAC.