**Article 2, Section C, Subd. 2 Affirmative Action Plan / ADA**

Language on ADA moved to new Section E within Article 2.

**NEW Section E, Subd. 1 Reasonable Accommodation Requests**

The university may create and use a form to document a request for reasonable accommodations where the need for accommodation is not obvious; the form may not contain a general release of medical records. It is a faculty member’s responsibility to provide documentation, when necessary, to establish a disability and need for accommodation.

**NEW Section E, Subd. 2 Union Representation During Reasonable Accommodation Process**

Faculty may be accompanied by a union representative throughout the reasonable accommodation process and related appeal process.

**NEW Section E, Subd. 3**

The university’s response to an accommodation request is not grievable.

**Article 6, Section B, NEW Subd. 1.1 Statewide Meet and Confer / Stipends**

The system office may pay a stipend (in the form of a lump-sum payment) for faculty who are appointed by the IFO to serve on system office initiatives or system-level temporary committees/taskforces/work groups when participation is time-consuming and/or critical to the system’s work, not to exceed $3,000 per fiscal year per individual.

**Article 9, Section E, NEW Subd. 2 Personnel Files**

Faculty may have oral or written reprimands removed from their personnel file 5 years after the issuance of discipline upon the faculty member’s request and providing there has been no subsequent discipline.

**Article 10, Section A, Subd. 3 Interactive Television (ITV)**

Language providing for 1.25 credits of load for teaching one interactive television credit is eliminated.

**Article 10, Section A, Subd. 4 Off-campus Credit Instruction/Windshield Time**

Language providing for $.25 per mile for travel in connection with offering off-campus courses is eliminated.

**Article 10****, Section A,** **Subd. 6 Miscellaneous Instructional Categories**

Compensation rate of $65 per credit hour per student for miscellaneous instructional courses will be the minimum and it will be permissible for a university to pay a higher rate per credit per student.

**Article 10, Section A, NEW Subd. 8 Hyflex Courses/Multi-modal Course Criteria**

Beginning spring semester 2024, faculty teaching hyflex/multi-modal courses will receive one credit of load or overload for each course (at the university’s discretion); hyflex/multi-modal courses are defined as in-person instruction with an online component that is synchronous and / or asynchronous. The terms of this pilot provision on extra load for hyflex courses is set to expire August 15, 2027.

**Article 10, Section A, NEW Subd. 9 Joint Taskforce on Multi-modal Teaching**

By February 1, 2024, IFO and MinnState will convene a joint Taskforce charged with assessing the effectiveness, workload, scheduling, costs, revenue, and best practices regarding hyflex/multi-modal teaching assignments. The Taskforce should issue a report and recommendations no later than October 1, 2026.

**Article 10, Section D****, Subds. 1 and 1.1 Duty Days**

Indigenous Peoples Day (in lieu of Columbus Day) and Juneteenth are added to the list of non-duty day holidays.

**Article 10, Section D, Subd. 2 Extra Duty Days**

It will be permissible for faculty to agree to work an extra duty day on the non-duty day holidays designated in Subdivisions 1 and 1.1.

**Article 10, Section G, Subds. 2, 3, 4, 5 Athletic Appointments**

In Subds. 1 and 5, obsolete language on the categories of coaches by sport is eliminated, and in Subds. 3 and 4 (and throughout Section G), coaches’ appointment types are clarified as between “nine-month” and “annual” athletic appointments (also clarified in the definition of Athletic Appointments in Article 5, Section A, Subd. 6).

**Article 10, Section G, Subd. 12 Annual Appointments for Coaches**

Improvements and clarification added to allow coaches with annual appointments to receive additional compensation for teaching assignments and chair duties, and to clarify eligibility for Division I salary bonuses if otherwise provided by a university. Also, language to ensure coaches on annual appointments receive the same appointment length and evaluation process as coaches on nine-month appointments, i.e., Head Coaches hired and renewed in annual appointments to receive a minimum 3-year appointment, with the option to offer a Head Coach a 2-year annual appointment once during employment with a university, and Article 22 evaluations to be completed by Athletic Director per local schedule and to include consideration of total allocated funding relative to conference competitors.

In addition, the sunset on the terms of the pilot provision on annual athletic appointments is extended to June 30, 2027.

**Article 10, Section J, Subd. 4 Professional Improvement Funds for Community Faculty**

Beginning in Fiscal Year 2025, Professional Improvement Funds (PIF) available to Community Faculty will be increased (from $68,000) to $75,000.

Language amended to allow use of PIF monies by Community Faculty to pay for costs incurred when taking courses for professional development; and to allow Community Faculty who teach in summer to apply for PIF monies.

Meal reimbursements provided through PIF will be reimbursed at 1.25 times the rate provided in the State of Minnesota Managerial Plan.

**Article 15, Section A, Subd. 2 Phased Retirement**

Clarification provided on the relevant fiscal year and current statutory FTE limits (i.e., between .30 and .80 FTE) for phased retirement, and beginning July 1, 2024, clarification that faculty on phased will be treated as full-time employees for purposes of seniority (the same as for other benefits).

**Article 15, Section B, Subd. 2 Annuitant Employment Program (AEP)**

Clarification provided on the relevant fiscal year and current statutory FTE limits (i.e., between .334 and .667 FTE), for the Annuitant Employment Program.

**Article 16****, Section D, Subds. 3, 4, 5 Early Separation Incentive (ESI)**

Language changes to provide more clarity on how and to whom ESI benefits are paid.

**Article 17, Section A, Subd. 1 Sick Leave**

Initial allotment of sick days for new hires will be increased (from 15 days) to 20 days.

**Article 17, Section A, Subd. 2 Sick Leave Balance**

Elimination of the 125-day cap on sick leave accumulation.

Current faculty’s lapsed sick leave (i.e., accumulated sick leave over the 125-day cap that was recorded as lapsed sick leave) will be credited to each faculty member’s sick leave balance at some point (determined by the administration) during the term of the 2023-2025 Agreement; IFO to be notified when this occurs.

Language referencing lapsed sick leave will also be eliminated in Article 16, Section B.

**Article 17, Section A, NEW Subd. 5.1 Special Use of Sick Leave For Quarantine of Minor Children**

Language of Appendix K allowing use of sick leave to provide care for minor children (under age 16) who are not sick but who must quarantine due to COVID will be incorporated into Article 17 as new Subd. 5.1 and is expanded to care for minor children who must quarantine due to exposure to a contagious disease.

**Article 17, Section A, Subd. 10 Sick Leave for Adjunct Community Faculty**

Adjunct and Community Faculty will be allowed up to six days of sick leave each fiscal year (increased from 2 days per semester).

**Article 17, Section A, Subds. 1, 2 Bereavement Leave**

Bereavement expanded to include pregnancy loss and for the loss of an individual who has personal relationship with the faculty member that created an expectation and reliance as family, whether or not the individual resides in the faculty member’s household.

**Article 18, Section B Unpaid Family Leave**

Unpaid Family Leave expanded to allow care for a member of family as defined in Article 5, Section A, Subd. 21 (i.e., spouse/Domestic Partner, siblings, children, step/foster/grandchildren, wards), grandparents, parents, and parents of spouse/Domestic Partner), and for an individual who has a personal relationship with the faculty member that creates an expectation and reliance that the faculty member will care for the individual as family, whether or not the individual resides in the faculty member’s household.

Faculty on unpaid family leave will no longer receive a one-time lump sum of $1500 for a semester-long leave.

**Article 19, Section A, Subd. 3 Professional Improvement Funds (PIF)**

Beginning in Fiscal Year 2025, the pool of Professional Improvement Funds (PIF) available for fixed-term, probationary, and tenured faculty on all campuses will be increased (from $680,000) to $800,000.

**Article 19, Section A, Subd. 4 Professional Improvement Funds (PIF) for Adjunct Faculty**

Beginning in Fiscal Year 2025, Professional Improvement Funds (PIF) available to Adjunct Faculty will be increased (from $80,000) to $90,000.

Language amended to allow eligibility for Adjunct Faculty who teach in summer to apply for PIF monies, and to allow use of PIF monies to pay for costs incurred when taking courses for professional development.

**Article 19, Section A, NEW Subd. 6 Meal Reimbursement Rates for PIF**

Meal reimbursements provided through PIF will be reimbursed at 1.25 times the rate provided in the State of Minnesota Managerial Plan.

**Article 19,** Section B, Subd. 4 Professional Study and Travel **Funds Reimbursements**

U.S. General Services Administration (GSA) rates for continental U.S. travel and U.S. Department of Defense (DoD) rates for international travel will no longer apply. Hotel arrangements will be paid at actual cost. Meal reimbursements will be reimbursed at 1.25 times the rate provided in the State of Minnesota Managerial Plan. New rates will be $13.75 for breakfast, $16.25 for lunch, $23.75 for dinner, for a $53.75 daily per diem (pending legislative approval of Managerial Plan rate improvements).

**Article 20, Section A, Subd. 3.b Departmental Recommendations**

Mode of delivery is added to the list of items for departmental consideration / recommendation.

**Article 20, Section A, Subd. 5 Departmental Voting Rights**

Faculty who have a reduced workload as a reasonable accommodation (of not less than 25% FTE /6 credits) will retain the voting rights they had prior to the workload reduction when/if they provide written notice to the chair and dean.

**Article 21, Section E, Subd. 1 Fixed-Term Appointments**

New language will permit fixed-term appointments for faculty who work with students in medical/dental/exercise science clinical settings to continue for up to 8 years.

**Article 21, Section E, Subd. 3.a Adjunct Appointments (Permissible Reasons)**

Reasons for permissible use of adjunct appointments are expanded to include teaching, advising or supervising students in medical/dental/exercise science clinical settings; supervising student teachers; and teaching individual music lessons.

**Article 21, Section E, Subd. 3.d Adjunct Appointments (Workload)**

Faculty in adjunct appointments will be able to teach up to 3 credits during a winter term/J-term in addition to teaching up to 12 credits per academic year. Corresponding technical changes also made in Article 11, Section J.

**Article 21, Section F Appointment of Administrators**

Language added to clarify that a university president must first notify the FA that they desire to offer a tenured appointment to an administrator, and then following notification, seek a recommendation from the relevant department.

**Article 23, Section B Order of Layoff**

A university president shall determine the particular departments / programs from which personnel reductions will occur based on the current seniority roster (as posted each November 1; per change in Article 29, Section C, seniority rosters will be posted once each academic year on November 1).

**Article 27, Section E, Subd. 2 Correcting Pay Issues**

Allows additional time, i.e., the next fiscal year, for the administration to correct erroneous payments that were made in advance of work being performed by adjusting the bi-weekly rate of pay remaining to be paid in the fiscal year and the following fiscal year up to a maximum of 5% of bi-weekly gross pay, after notifying the affected faculty of the amount to be adjusted and date adjustment will begin.

**Article 27, Section G Tuition Waiver**

Tuition waiver expanded to 2-year institutions within Minnesota State for spouse/domestic partner and dependent children up to 18 credits (of the total 30 credits of waiver per academic year) as authorized by the university president.

**Article 27, NEW Section K Safety and Wellbeing**

New language providing that it is the policy of each university to provide for the health and safety of faculty by providing safe work areas. Creation and maintenance of clean, sanitary, healthful work areas is a continuing commitment of each university.

**Article 29, Section A, NEW Subd. 4 Pre-Probationary Service (Inclusion for Seniority)**

Beginning July 1, 2024, FTE years of service in Adjunct and Community Faculty appointments for 5 years prior to a probationary appointment will be included as years of service for seniority whether or not the service is continuous.

**Article 29, Section C Seniority Roster**

Senior rosters will be posted only once each academic year, on November 1.

Rosters will no longer be posted on March 1.

**Article 31, Section C, Subd. 1 Transferred Rights for Transfer Between Universities**

Faculty transferring from one university to another within MinnState may agree to waive rank upon transfer to the new university with the mutual agreement of the university President and IFO.

**Article 31, Section C, NEW Subd. 4 Transferred Rights for Transfer Between Universities**

Faculty transferring from one university to another will be treated as a new hire for purposes of setting initial salary at the new university.

**APPENDIX B Academic Areas**

Three academic areas - Public Administration; Public and Non-Profit Leadership and Management; Advocacy and Political Leadership - added as Academic Areas under the heading Public Affairs in Appendix B; and under a separate heading, “Political Science” renamed as “Political Science and Government.”