Section 5. Faculty Member Work Rules. Each faculty member shall be given a copy of the Employer work rules and regulations. Each new or changed rule or regulation shall be distributed to faculty members upon adoption. Faculty members shall not be held accountable for such rules and regulations until distribution to the faculty members has been made.

Section 6. Confidentiality. Faculty members will not be required to disclose confidential information obtained by them regarding students, except to the extent that federal or state law requires disclosure of the information.

Section 7. Personnel Actions. The parties mutually agree to respect the confidentiality of personnel actions involving faculty members, except to the extent that federal or state law requires disclosure of personnel data.

Section 8. Paraprofessional Direction. When paraprofessionals in instructional, media, and student service programs are under direction of a faculty member, the responsibilities of the paraprofessional will be assigned by the faculty member. When the faculty member is not on duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the faculty member reports. Faculty members shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input for the evaluation of paraprofessionals under their direction shall be advisory to the administration.

Section 9. Faculty Member Protection and Assistance.

Subd. 1. Assault. Faculty members shall report, as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate administrator or the college president, who shall comply with any reasonable request from the faculty member for information in the possession of the administration relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between faculty member, the police and the courts to protect the faculty member from further aggravation regarding the matter.

Subd. 2. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, legal counsel shall be furnished in accordance with Minnesota Statutes.

ARTICLE 24
MISCELLANEOUS PROVISIONS

Section 1. College Closing. If a college closes because the Governor declares an emergency or the college president or designee declares an emergency pursuant to Minnesota State policy, faculty members will not be required to make up the time lost during such closing, and such faculty members shall not lose salary or benefits as a result of such closing.

If college classes are canceled because the college president or designee declares an emergency pursuant to Minnesota State policy, faculty members may make appropriate curricular adjustments as approved by administration (e.g. scheduling make up classes or meetings), or make duty
adjustments as approved by management (e.g. office hours or other compensatory activities) or take personal leave. When the personal leave option is selected, the faculty member will submit the proper leave request as soon as possible.

If the Minnesota State Board of Trustees desires to change Board Policy 4.41, the terms of this provision shall be discussed at the State level of Meet and Confer prior to being amended to reflect such changes.

**Section 2. Classes at Other Institutions.** Insofar as practicable, faculty member’s schedules are to be arranged whenever requested to allow faculty members to attend classes at other institutions of higher education up to six (6) credits per semester.

**Section 3. Tuition Waiver at Minnesota State Colleges.**

**Subd. 1. General Provisions.** Faculty members holding unlimited full-time, unlimited part-time, temporary full-time and temporary part-time (temporary part-time appointment must be in accordance with Subd. 2. below) appointments shall be entitled to enrollment on a space available basis in courses at any Minnesota State College without payment of tuition. Such enrollment shall not exceed a total of twenty-four (24) credits per year. The faculty member may use the twenty-four (24) credits at any Minnesota State Colleges and Universities institution. In the event the faculty member does not fully exercise this right, the faculty member’s spouse or dependents shall be eligible to take a maximum of sixteen (16) credits per year with waiver of tuition only at any Minnesota State College. “Space available” shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

Current faculty members and faculty members who have retired since June 30, 1995, shall be entitled to audit courses on a space available basis at any Minnesota State state college as set forth above without paying tuition.

**Subd. 2. Temporary Part-time Faculty.**

A. Access to the tuition waiver benefit by temporary part-time faculty shall be based on assignments held on a semester-by-semester basis. Credits taught by temporary part-time faculty members at different Minnesota State colleges shall be combined for meeting the twelve (12) credit minimum threshold to establish eligibility to use tuition waiver in accordance with this subdivision. Temporary part-time faculty members, if requested, must report any multiple appointments to the human resources office processing the tuition waiver request. The part-time faculty member shall be responsible for verifying that the total credits taught in the semester meet the twelve (12) credit minimum threshold for eligibility. Upon request, the college(s) shall provide appropriate documentation of credits that the temporary part-time faculty member will actually teach at its college for use in verifying the combined credits taught to meet the twelve (12) credit minimum.
B. If a temporary part-time faculty member is assigned to twelve (12) or more credits or credit
equivalents in fall semester the faculty member shall be able to use at any time during the
academic year (defined as fall through summer) up to twelve (12) credits of tuition waiver
for himself/herself or up to eight (8) credits for a spouse or dependent(s).

C. If a temporary part-time faculty member is assigned to twelve (12) or more credits or credit
equivalents in spring semester the faculty member shall be able to use at any time during the
academic year (defined as fall through summer) an additional, twelve (12) credits of
 tuition waiver for himself/herself or an additional eight (8) credits for a spouse or
dependent(s).

D. In no instance shall unused tuition waiver credits be carried over from one (1) academic
year to another.

Subd. 3. Faculty on Layoff or Notice of Layoff. Faculty members on notice of layoff, their
spouse and dependents shall remain eligible for the tuition waiver benefit through the effective
date of layoff. After the effective date of layoff the faculty member, their spouse and
dependent(s) shall cease eligibility for the tuition waiver benefit. However, the faculty member
shall have access to those tuition support benefits outlined in Article 22, Sections 7 and 8.

Subd. 4. Specific Applications. The following interpretation and application of tuition
waiver shall apply.

A. More than Allowed Credits. When an eligible faculty member, spouse, or dependent
registers for more than the available credits as per Subd. 1. above the full number of
available credits of tuition shall be waived.

B. Spouses. Two (2) eligible faculty members who are spouses of each other shall have
twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) or thirty-
two (32) per year for their dependents that they can apply however they decide between
themselves.

C. Dependents. Dependents shall be defined in accordance with the Insurance Article,
Article 19, Section 2, Subdivision 3.B (a) and (b).

D. Fixed Station Labs. An eligible faculty member, spouse, or dependent may register for a
fixed station lab and cannot be “bumped out.” However, the eligible faculty member,
spouse or dependent is not guaranteed a station if the maximum number of lab stations are
taken by tuition paying students. A faculty member, spouse, or dependent shall be allowed
to use the lab at other scheduled open times the same as other students, or other
arrangements may be made with the instructor.
E. **Drop/Add.** An eligible faculty member, spouse, and/or dependent in a fixed station lab course or any other course for which tuition is being waived may drop such lab or course within the normal time limits of the drop/add policy of the college and transfer the appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the other provisions of this Article.

F. **Community Service Classes.** Community service classes shall not be eligible for tuition waiver under this Contract provision.

G. **Split Usage.** The tuition waiver benefits may be split between an eligible faculty member, spouse and/or dependent in one (1) semester or a year as the faculty member chooses.

**Section 4. Attendance at State College Functions.** Faculty member attendance at all state college functions and activities shall be voluntary unless part of the faculty member’s load.

**Section 5. Safety Equipment.** Safety equipment such as uniforms, safety glasses (including full prescription lenses and frames), safety shoes, etc. as required by the college, will be provided to employees, as needed, by the college at no cost to the faculty member.

**Section 6. Parking Fees.** No faculty member shall be assessed a parking fee that is greater than a parking fee assessed any other person at the college or campus.

**Section 7. Correctional Facility Faculty.** Correctional Facility faculty shall not be required to perform lock-downs and cell searches.

**Section 8. Liability.** The college does not accept liability for faculty members’ personal property that is stored or utilized on college property.

**Section 9. Assignment of Unit Work to Excluded Unclassified Staff Members.** Excluded unclassified staff members may be given assignments of the type that are normally given to faculty members. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed thirty-five percent (35%) of the assignment. An exception may be approved by the system office and the MSCF in the event of special circumstances. No unlimited faculty member shall be displaced because of instructor, counselor, or librarian assignments to excluded unclassified staff members. The MSCF shall be notified in writing when such assignments are made.

No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit except as specified in this Contract.

**Section 10. Change In Bargaining Unit Status.** The Employer reserves the right to offer to members of the bargaining unit positions excluded from the bargaining unit. No faculty member shall be required to accept such a position.

**Section 11. Medical Examinations.** Medical examinations required by the college shall be paid for by the college.
Section 12. Facilities and Equipment. The college will make reasonable effort to provide each faculty member with sufficient equipment, facilities, support services, and secretarial services necessary for the faculty member to perform his/her assignment.

ARTICLE 25
DISCIPLINARY PROCEDURES

Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or measure shall include only the following.

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the MSCF president or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member’s personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member’s personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member’s personnel file shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the grievance procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the faculty member’s personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the MSCF representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An unlimited faculty member may be dismissed for just cause by the college president upon ten (10) calendar days advance written notice. The reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the grievance procedure. A faculty member dismissed for cause may initiate the grievance at Step 2. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article 27, such faculty member is considered to have waived the right to appeal as provided in this Contract.