Article 22 and Article 23

members who have arranged to exchange positions within the Minnesota state colleges and to a faculty member who has arranged to exchange positions with a faculty member in a system other than the Minnesota State colleges.

The Employer shall continue its exchange faculty member under the system's salary schedule and all rights and privileges of that faculty member shall continue in effect during the exchange period.

Faculty members who exchange positions between colleges shall be carried on the payroll of the original college. The faculty member(s) shall be included in the hiring practices calculation at his/her original college.

ARTICLE 23
MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Teaching Materials. All teaching materials to be purchased by students shall be selected by the faculty member. However, teaching materials authored by a faculty member of the state’s education systems including the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the faculty member, making such requests, reports. This requirement applies only to materials that would result in a profit for the faculty member.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of any faculty member, or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

Section 3. Academic Freedom. The Employer shall maintain and encourage full freedom, within the law, of inquiry, teaching and research. Each faculty member shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment that would impair teaching.

In the exercise of academic freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom. The faculty member may not, however, claim as a right the privilege of persistently discussing in the classroom any matter that has no relation to the course subject. There is an obligation to respect the dignity of others, to acknowledge their right to express differing opinions to foster and defend intellectual honesty, freedom of inquiry and instruction.

A faculty member must follow course outlines as developed by and with colleagues in the department(s). The faculty member shall have the right to freely discuss the faculty member’s subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish. The faculty member is entitled to freedom in research and in the publication of the results, subject to adequate performance of other academic duties.
When a faculty member speaks, writes or endorses products or candidates as a citizen, s/he is obligated to make certain that such endorsements or statements imply no endorsement by the college.

Section 4. Patents and Intellectual Property Rights.

Subd. 1. Faculty Ownership. A faculty member shall be entitled to complete ownership and control of any patentable discoveries or inventions, or of intellectual property and copyrighted material, except where the faculty member’s normal workload was reduced for purposes of the development project, where the college has provided substantial support for or involvement in the project, or where the inventions or discoveries are produced as a result of agreements or contracts between the college and external sponsors. Intellectual property produced during a sabbatical leave shall be considered scholarly work.

Subd. 2. Shared Ownership. Ownership of intellectual property, or copyrighted material, or of patentable discoveries or inventions, shall be shared by the faculty member and the college in an equitable ratio if the intellectual property, or the discoveries or invention, are produced under one (1) or more of the following circumstances:

A. With substantial college support and involvement;

B. With release time granted with the expectation that patentable information or products will result;

C. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

Whenever possible, an equitable ratio of ownership shall be established in advance and incorporated into an agreement between the college and the faculty member. Fees involved in copyright and patent application shall be shared on the basis of the equitable ratio of ownership established above.

Subd. 3. Faculty Logs. A faculty member engaged in research which may lead to patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain a log which includes dates and hours worked on the project, activities engaged in, and college facilities and resources involved.

Subd. 4. Course Outlines and Syllabi. Common course outlines that are departmentally developed and approved by the Academic Affairs and Standards Council shall belong to the college. A course syllabus is a scholarly work and as such is the sole property of the faculty member. Upon request, the faculty member shall provide a copy of the syllabus to the administration. The Academic Affairs and Standards Council will develop procedures for student access to syllabi.
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