



MINNESOTA STATE

## Human Resources Guideline and Interpretation PER0003

# Tuition Waiver

### Purpose

To establish guidelines for consistent application of tuition waiver benefits in accordance with language in the various collective bargaining agreements/personnel plans.

### Affects

All colleges, universities, and the system office

### Authoritative References

Minnesota State Colleges and Universities/State of Minnesota collective bargaining agreements with AFSCME, MAPE, MMA, MNA, MSCF, MSUAASF, IFO; the Personnel Plan for Administrators; the classified Managerial and Commissioner's plans; and the Minnesota State Colleges and Universities Education Assistance Plan. The tuition waiver matrix compares tuition waiver benefits eligibility set forth in the bargaining agreements/personnel plans that cover employees as a summary document only.

### Required Forms

Tuition waiver is an automated web-based process. [Applicants use their StarID to login to the tuition waiver system.](#) All requests are processed electronically; paper forms are no longer available. Note: In those circumstances where the user of the benefits is unable to access or otherwise utilize the online tuition waiver application, the person should contact the Chief Human Resource Officer of the institution of the employee's primary appointment, for assistance in submitting the application.

[Form: Delegation of authority to approve tuition waiver applications](#) – A CHRO can use this form to delegate authority to campus Human Resources staff members to approve tuition waiver applications.

## Responsibility for Implementation

It is the responsibility of each HR office to ensure that the eligibility, credit limitations, benefit year, and other administrative requirements outlined in the applicable bargaining agreement/personnel plan are appropriately reviewed and applied to each use of tuition waiver benefits.

It is the responsibility of each registration office to ensure that employees and dependents use tuition waiver benefits in accordance with its college/university/system policies and guidance.

## Attachments

None

## Introduction

Tuition waiver applications should be approved with the tuition waiver module, only by the chief human resources officer (CHRO) or the college/university president, unless another delegation of authority is on file. The CHRO of each college/university/system shall forward a copy of these delegations to the system office Human Resources Division, and ensure updates to the delegations are disseminated promptly.

Each college/university/system shall develop guidelines for the use of tuition waiver benefits that include the following provisions:

1. Tuition waiver may only be applied to courses for which credit is granted;
2. Registration policies applicable to tuition waiver benefits; all users of tuition waiver benefits must submit their tuition waiver application online no later than 10 days following the start of the course for which the user is seeking to waive tuition and/or fees. Note: In those circumstances where the user of the benefits is unable to access or otherwise utilize the online tuition waiver application, the person should contact the Chief Human Resource Officer of the institution of the employee's primary appointment, for assistance in submitting the application.
3. Tuition waiver benefits may not be expanded through banded tuition.

## Interpretation

### Spouse/Dependent Guidelines

The spouse or dependents of employees shall be eligible to use the tuition waiver benefits as outlined in the bargaining agreements/plans. Eligible dependents are as defined in the applicable agreement/plan. If no definition of eligible dependent is provided in the applicable agreement/plan, eligible dependents include those dependents that are also eligible for dependent insurance coverage.

If two system employees are married, they are entitled to the tuition waiver benefits provided by the bargaining agreement/plan of both employees.

Eligible dependents of two system employees are entitled to the tuition waiver benefits provided by the bargaining agreement/plan of both parents.

## **Benefit Year**

See the tuition waiver matrix.

## **System-wide Eligibility Guidelines**

Employees must be eligible for tuition waiver benefits prior to the beginning of the course(s) in which they intend to enroll. Eligible employees may use tuition waiver benefits during periods of unpaid leave of absence from the college/university/system, if the leave duration is up to one year (year is defined as twelve months or academic year, whichever the Employer deems applicable). Employees on USERRA qualifying leave from an existing appointment shall remain eligible to use the tuition waiver benefit until the occurrence of one of the following events: a) the end of the existing appointment, or b) until the end of a three-year period commencing at the start of the qualifying leave. Employees are not eligible for tuition waiver benefits during permanent layoff unless provided for in the applicable agreement/plan. In addition to a minimum continuous service requirement pursuant to an applicable collective bargaining agreement/personnel plan, the following guidelines apply:

1. Service in any bargaining unit/personnel plan within the system shall be credited towards a waiting period specified in a collective bargaining agreement/personnel plan; however, emergency, temporary and intermittent employment shall not be credited, regardless of continuous service. Employment in temporary unclassified appointments to classified positions (previously called "Rule 10" appointments) shall be credited towards a required waiting period in a subsequent appointment to a position that is eligible for tuition waiver benefits provided there is no break in service between the appointments.
2. An employee who is recalled from layoff and has previously served the applicable continuous service requirement shall be eligible for tuition waiver immediately upon recall.
3. Following a break in system service, an eligible employee who is reappointed within Minnesota State shall re-serve any minimum continuous service requirements, where applicable. If the bargaining agreement/personnel plan includes a reduced number of credits for employees hired after a certain date, the lower number of credits shall be available.
4. A non-IFO employee who separates from Minnesota State service will be able to utilize his/her tuition waiver benefits for the term that includes the date of separation, so long as the course for which the waiver is used has begun prior to the employee's date of separation. An IFO employee who separates from Minnesota State university service

during spring semester may continue to use accrued tuition waiver credits through the remainder of that tuition waiver year.

5. An employee who takes a leave of absence from one college/university/system to work at another college/university/system will utilize the tuition waiver benefits as provided in the agreement/personnel plan of the job at the receiving Minnesota State appointing authority.
6. An employee who moves within an applicable tuition waiver year from one position to another that is covered by a different bargaining agreement/personnel plan is subject to the tuition waiver provisions that cover the employee's position at the beginning of the course for which the waiver is used. Tuition waiver benefits may not be stacked; if a movement in positions results in a greater level of available tuition waiver credits, employees are additionally eligible for only the difference between credit limits specified in each of the bargaining agreements/personnel plans. A reduction in credit limits upon movement to a different position will not affect courses the employee is already taking.
7. Except as provided in paragraph 8 below, an employee who holds multiple appointments covered by more than one bargaining agreement/personnel plan may not stack tuition waiver benefits. The employee is eligible for only one tuition waiver benefit available under the applicable bargaining agreements/personnel plans that provide the maximum benefit. To the extent that the tuition waiver benefit associated with a particular appointment permits use of the benefit for doctoral courses, the employee may use the number of credits so earned as authorized by the controlling bargaining agreement or personnel plan.
8. An employee who holds tuition-waiver eligible appointments with a college and a university will be permitted to use tuition waiver at either a college or a university or both up to the amount earned by work at that institution type. Tuition waiver benefits for such an employee may not be stacked and the maximum benefit is the total credits of the most generous benefit earned under the terms of any single collective bargaining agreement or compensation plan. Any use of the tuition waiver benefit by such an employee reduces the maximum benefit available to such employee during the tuition waiver year. For example: an MSCF faculty member eligible for 24 credits (16 spouse/dependents) also works as an IFO adjunct eligible for 9 credits. The faculty member may use the 9 credits earned pursuant to the IFO appointment to waive tuition for courses at a state university as permitted by the IFO Agreement. If the 9 credits earned under the IFO Agreement are used at a state university, the remaining value of the maximum benefit is now 15 credits (7 credits spouse/dependent) under the terms of the MSCF Agreement.
9. When both parents of a dependent work for Minnesota State and are both eligible for tuition waiver benefits, eligible dependents are able to use the full amount of tuition waiver benefit available under the terms of each employee/parent's applicable CBA and the benefits are cumulative as to the dependents. For example, if the dependent is eligible for 16 credits under each parent, the dependent can use 16 credits of benefit

from one parent and then another 16 credits from the other parent for a total of 32 credits.

### **Taxation of Tuition Waivers Based Upon Current Tax Laws**

1. Undergraduate tuition waivers for employees and spouses are not subject to taxation. Undergraduate tuition waivers for dependents who are totally and permanently disabled and for those dependents who have not attained their 24<sup>th</sup> birthday by the end of the calendar year in which the tuition waiver is used are not subject to taxation. Undergraduate tuition waivers for those dependents who have attained their 24<sup>th</sup> birthday or greater at any time during the calendar year in which the tuition waiver is used are subject to taxation.
2. Graduate tuition waiver, including applied doctoral program tuition waiver, for employees is not subject to taxation up to an annual limit of \$5,250.
3. Graduate tuition waiver, including applied doctoral program tuition waiver, for spouses/dependents is subject to taxation.

### **Process**

1. An employee requesting tuition waiver benefits for him/herself or his/her spouse/dependent(s) applies for waiver benefits through the use of the online tuition waiver web-based process. Employees holding multiple appointments must select the appointment under which they are applying for the benefit.
2. The HR office determines the employee's and the employee's spouse and/or dependent(s') eligibility for the benefit in accordance with the language in the applicable bargaining agreement/plan.
3. If the employee qualifies for the benefits, the CHRO or the authorized designated HR office representative approves the online application. A copy of the form must be retained by the HR office for recordkeeping and audit purposes. HR offices should maintain tuition waiver forms for three (3) full fiscal years. The tuition waiver system will record and generate reports for Human Resources Office and college and university registration and business offices regarding the use of all tuition waiver benefits for employees, spouses, and dependents.
4. The employee/dependent registers for courses consistent with applicable college/university procedures.
5. Any employee/dependent attending a college/university charging banded tuition will be invoiced at the 1-11 per credit rate for any credits that exceed the maximum number of tuition waiver credits granted under the applicable bargaining agreement/personnel plan.

## Approved date

May 6, 1998

## Revised date(s)

July 28, 2005

June 21, 2006

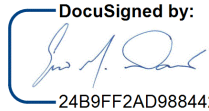
September 5, 2006

June 23, 2008

May 27, 2009

May 16, 2022

## Signature

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Vice Chancellor, Human Resources

5/18/2022 | 2:40:08 PM CDT

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Date

*Minnesota State is an affirmative action, equal opportunity employer and educator*



MINNESOTA STATE

## Delegation of Authority to Approve Tuition Waiver Applications

College/University: \_\_\_\_\_

| Print Name | Title | Signature | Date |
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I certify that the staff members listed above have full authority to approve and sign tuition waiver applications for my institution:

\_\_\_\_\_  
Signature of the Chief Human Resources Officer

\_\_\_\_\_  
Date

### Copies to:

- ☐ System office – Human Resources Division
- ☐ College/university tuition waiver file