

**REVISED MEMORANDUM OF AGREEMENT
BETWEEN
MONMOUTH UNIVERSITY
AND
THE FACULTY ASSOCIATION OF MONMOUTH UNIVERSITY**

This Revised Memorandum of Agreement (“MOA”) regarding modification to various contractual issues in light of recent New Jersey Executive Orders relating to the global pandemic, is between Monmouth University (the “University”) and the Faculty Association of Monmouth University (“FAMCO”). It supersedes the preceding MOA on these issues dated April 16, 2020.

WHEREAS: The University and FAMCO are parties to the 2018-2021 Collective Bargaining Agreement (the “Agreement”).

WHEREAS: In light of the State of Emergency in the State of New Jersey under Executive Order #103, and the various requirements of related Executive Orders, including #107, which provides that “All institutions of higher education shall continue to cease such in-person instruction as long as this Order remains in effect.”

NOW, THEREFORE, the University and FAMCO do hereby agree as follows:

1. **Office Hours and Student Deadlines.** FAMCO and the University agree to temporarily suspend the obligation in the Agreement (Art. IX.B.g) that faculty members provide at least one office hour a week per course (in any form) in order to provide faculty with as much flexibility as possible. The expectation remains, however, that faculty will still be meeting the consulting and advising needs of their students within this very flexible framework. Where practical, faculty will be flexible and consider circumstantial exigencies imposed on the students in their classes and accommodate them as reasonable in the interest of the welfare of students.
2. **Course Evaluations.** FAMCO and the University agree that all IDEA course evaluations are suspended for the spring 2020 semester. Faculty will not be required to make up these evaluations at another time. However, faculty who wish to do so to may, in their discretion, add the missed course evaluations to their IDEA evaluation load (where possible) during the 2020-21 academic year. Faculty who wish to collect student feedback on their own during this semester, using their own evaluative tools, are free to do so. For AY2019-2020, the minimum number of student questionnaires required for dossiers will be one fewer than the total number of courses taught for fall 2019.
3. **Classroom Observations.** Faculty who have scheduled course observations (whether peer observations, Chair, or Dean) may reschedule those for the fall 2020 semester in such a way that allows for flexibility for both faculty and observers.
4. **Faculty Travel Reimbursement.** Faculty who incurred expenses due to the cancellation or postponement of their travel will make a good faith attempt to obtain reimbursement from airlines, hotels, conference organizers, etc. Faculty who are only able to obtain a partial or a personal credit for future travel (airline, lodging or conference fees) shall report the terms of that credit (including any expiration date, if applicable) to the Provost. Faculty receiving and reporting such partial or personal credit by June 10 shall be reimbursed for the full expense by June 30, 2020. Faculty reporting such partial or personal credit after June 10 shall be reimbursed for the full expense as soon as it is possible to process. The credit will then be used for their

travel in the 2020-2021 academic year. If that is not possible (for example, the faculty member is unable to have a paper accepted at the 2021 conference), the Provost shall resolve such matters on a case-by-case basis.

5. **Mandatory Training.** For the period of this MOA, the Parties shall not apply the Agreement requirement at Art. IX.B.g: “faculty who wish to use the system for online and hybrid course delivery shall be required to complete University-offered training in the use of the system prior to the course offering. Faculty who have already completed such training or who demonstrate sufficient knowledge in the use of the system may receive an exemption from this requirement from the Provost.”
6. FAMCO and the University will work with the General Counsel’s office to establish an MOA that protects faculty from any unintended intellectual property infringements that may be presented as the parties work through the issues relating to the current pandemic.
7. **Dossier Preparation Info Session.** To comply with the requirements of the Agreement Art. V.A.7, the regularly-scheduled spring information session will be moved to a Zoom call. The Provost will send an email to the faculty with the date and call-in details.
8. **Tenure Clock-Stop Option.** The University will offer a one-year stop of the tenure clock for impacted faculty electing to take advantage of this. A faculty member may stop their clock for one-year at any time before their tenure dossier is due. A faculty member may also reverse an earlier decision to stop their clock at any time before their tenure dossier is due. This will not affect the maximum time within which Tenure can be determined under the Agreement at Art. V.G.3. FAMCO and the University will discuss additional details about the process for opting in to this accommodation.
9. This MOA shall be effective immediately upon signing and shall fully expire on June 30, 2020.
10. This MOA and the actions taken by the parties herein shall not be construed as establishing any practice, precedent or obligation to act in a similar manner in any future matter. The Parties agree that this MOA is entered into solely due to unique circumstances applicable to the issues raised herein, and therefore, shall not be cited by the Association or any of the faculty member identified below in any future grievance or arbitration proceeding, other than one to enforce the terms of this MOA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates and entered below.

Signed by:
Rekha Datta
Interim Provost and V.P. for Academic Affairs

Date May 4, 2020

Johanna Foster
FAMCO

Date May 4, 2020