

AGREEMENT BETWEEN

MONMOUTH UNIVERSITY

AND THE

THE FACULTY ASSOCIATION OF
MONMOUTH UNIVERSITY

July 1, 2021 – June 30, 2024

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PREFACE

Monmouth University is a private, non-profit, non-sectarian, co-educational institution of higher education; and,

Monmouth University has as its purpose the offering of a broad program of education and service related to the needs of individual students and to problems of local, state, national, and international significance; and,

Monmouth University in a continuing effort shall strive for greater excellence and to widen liberal arts based and professional educational opportunities, at both the undergraduate and graduate levels, to meet in the best possible way the educational needs of its students.

AGREEMENT

THIS AGREEMENT is made and entered into as of July 1, 2018 by and between MONMOUTH UNIVERSITY, West Long Branch, New Jersey, (hereinafter referred to as "The University") a non-profit corporation of the State of New Jersey; and THE FACULTY ASSOCIATION OF MONMOUTH UNIVERSITY, INC. (hereinafter referred to as "the Association"), an affiliate of the American Association of University Professors, a non-profit corporation of the State of New Jersey

ARTICLE I. RECOGNITION

- A. The Faculty Association of Monmouth University, Inc. is recognized as the exclusive collective bargaining representative of all full-time faculty members in the unit described below for the purpose of collective bargaining with respect to salaries and other conditions of employment.
- B. The Unit covered by this Agreement as defined in the "Certification of Representative" issued by the National Labor Relations Board on February 1, 1971, in Case No. 22-RM-334 consists of:

"All professors, associate professors, assistant professors, professional librarians, and instructors employed at the employer's West Long Branch location, excluding guards and supervisors as defined in the National Labor Relations Act, and all other employees."

For purposes of the above language, parties shall consider "instructors" to mean all full-time non-tenured faculty, including but not limited, to specialist professors, lecturers, and instructors.
- C. Among those not covered by this Agreement and not represented by the Association are part-time faculty, graduate assistants, visiting faculty, and any individuals designated by the Office of Human Resources as holding a position in the capacity of Administrator or Staff at the University, including but not limited to the University Librarian, Department Chairs, assistant deans, associate deans, deans, assistant vice presidents, associate vice presidents, vice presidents, associate provosts, the provost, and the president of the University.
- D. Employees in the bargaining unit covered by this Agreement may be referred to as "Faculty" or "Faculty Members" hereinafter.

END OF ARTICLE

ARTICLE II. EQUAL EMPLOYMENT, AFFIRMATIVE ACTION, NON-DISCRIMINATION

The parties to this Agreement agree to cooperate in the implementation of University policy as reaffirmed by the Board of Trustees, which currently provides:

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Monmouth University supports equal opportunity in every phase of our operation including recruitment, admission, educational programs, and employment practices of recruitment, hiring, promotion, reclassification, transfer, compensation, benefits, termination, layoff and return from layoff, social and recreational programs and any other aspects of education or employment. The University does not discriminate on the basis of race, color, creed, ancestry, national origin, nationality, sex (including pregnancy and sexual harassment), affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, marital status, domestic partnership or civil union status, age, liability for military service, protected veteran status, or status as an individual with a mental or physical disability, including AIDS and HIV-related illnesses or any other protected category under applicable local, state or federal law. The University also complies with all major federal and state laws and executive orders requiring equal employment opportunity and/or affirmative action. Monmouth University affirms the right of its faculty, staff, and students to work and learn in an environment free from discrimination and harassment, including sexual harassment, and has developed procedures to be used to resolve discrimination or harassment complaints. A copy of the University-wide policy on discrimination and harassment, including sexual harassment, which describes the procedures for resolving such complaints, may be obtained from the Director of the Office of Equity and Diversity located at: 400 Cedar Avenue, Wilson Hall, Room 304, West Long Branch, NJ 07764; Phone: 732- 571-7577; Fax: 732-263-5140. This policy can be found on-line at <https://www.monmouth.edu/resources/HR/OED/nondiscrimination.asp>.

This policy of the University is consistent with the requirements and objectives set forth by Presidential Executive Order 11246 of 1965 (as amended), the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., and the Equal Employment Opportunity Commission.

The objective of the University is to recruit individuals qualified for the position by virtue of job related standards of education, training, experience and personal qualifications. Procedures are set forth in the [Faculty Search Procedure Guidelines](#). Substantive changes to these guidelines by the University shall be made in consultation with the Faculty Council and Faculty Association.

END OF ARTICLE

ARTICLE III. ACADEMIC FREEDOM

- A. Academic freedom means freedom of teaching and research and of extramural (off-campus) activities.
- B. Faculty members are entitled to freedom in research and in the publication of results.
- C. Faculty members are entitled to freedom in the classroom in presenting and discussing their subject. Faculty and instructional staff members must have primary responsibility for selecting instructional materials, defining course content and determining the methods of evaluating student performance in their classes. They must work in concert with their colleagues to ensure coherence of the curriculum and consistency in applying it, subject to academic standards accepted within the community of scholars and accreditation requirements. They should be careful, however, in their teaching not to introduce and to dwell upon matter, particularly controversial matter, which has no relation to their subject. Free inquiry includes pertinent controversy.
- D. Faculty members are members of a learned profession and representatives of an educational institution. They should be aware that when they speak or write as citizens, their special post in the community imposes special obligations particularly since they are free from institutional censorship of, or discipline for, their role as citizens. As persons of learning and as educators they must recognize that the public may judge their profession and their institution by their utterances. They should exercise appropriate restraint, at all times should attempt to be accurate, should show respect for the opinions of others, and should avoid creating the impression that they speak for the University.
- E. No arbitrary, capricious, or discriminatory restriction or reprisal shall be imposed on any faculty member for participation (or for non-participation) in a non-University activity, whether as a service to the general public or for private remuneration. Any alleged violation of this provision may be subject to the grievance provision herein provided.
- F. The University policy on Intellectual Property in effect on April 12, 2021 shall remain in force throughout the term of this Agreement. The policy is at: [Monmouth University Intellectual Property Policy](#) and is included in full in the Appendix to this Agreement. The University agrees to interpret any reference to “course syllabus” in the policy to mean “master syllabus” only. The University shall not record courses (audio- or video-taped or digitally captured) without prior knowledge and consent of the faculty member, other than as is needed to accommodate the needs of students with disabilities consistent with the process established by the University’s Office of Disability Services (and in such cases, the faculty member shall be advised in advance by the student of the need to make the recording). The intellectual property and copyright protections included in the University policy may not be modified unless by mutual agreement in writing between the Association and the University. Violations of this policy are subject to the grievance procedure.

END OF ARTICLE

ARTICLE IV. INITIAL APPOINTMENT AND ACADEMIC RANK

- A. Appointment to the faculty of Monmouth University represents recognition of educational attainment, scholarly accomplishments, and evidence of the ability to communicate with and motivate individuals to learn. The faculty rank designations represent cumulative accomplishments and increased teaching effectiveness, scholarship as reflected in degrees and certifications earned from institutions of recognized quality particularly at the graduate level, honors won, scholarly and professional accomplishment, educational leadership, intellectual breadth, and creativity, all of which will stand the test of peer and collegial judgment within the institution and the test of the relevant general academic and professional standards.
1. Ranks for full-time faculty members are Professor, Associate Professor, Assistant Professor, Senior Lecturer, Lecturer, Senior Specialist Professor, Specialist Professor, and Instructor. The minimum qualifications for the various ranks are as described below. Fulfillment of the minimum qualifications for the rank shall not guarantee appointment to that rank.
 2. Librarians shall hold faculty rank plus the title of Librarian, Associate Librarian, Assistant Librarian, Senior Lecturer Librarian, Lecturer Librarian, Senior Specialist Librarian, Specialist Librarian, or Instructor Librarian, respectively. The minimum requirements for academic ranks for Librarians shall be as designated for all academic ranks.
- B. It is recognized that each candidate for appointment shall be evaluated on the basis of the following criteria within the context of the particular discipline, department, school and University.
- C. Minimum Qualifications for Non tenure-track Appointments
1. Instructor. Instructorships are one-year appointments to fill unoccupied full-time lines or to meet unanticipated shifts in enrollment or other departmental needs.
 - a. Minimum qualifications for appointment to an instructorship:
 - i. An earned master's degree, or its equivalent, in the appropriate discipline, or progress more than equivalent to a master's degree in an approved doctoral program in the appropriate discipline, and
 - ii. Demonstrated potential for effective teaching (or librarianship) at the university level, and
 - iii. Ability to work constructively with members of the University community.
 - b. Details of Instructor appointment:

- i. Instructors will teach twelve credit hours per semester; they will not be expected to advise students or serve on committees.
 - ii. Instructor contracts may be renewed annually if the need for the position continues, up to a maximum of three years.
 - iii. If the need for an instructor line extends beyond a third year, it will be converted to a Lecturer line, a Specialist Professor line, or a tenure-track line.
 - iv. Nothing in this paragraph shall be construed to exclude instructors from applying for other positions that they do not currently hold.
- 2. Lecturers. Lecturer positions may be established where the Committee of the Department and the Chair determine that there is a need for one or more tenure-track lines, there is uncertainty concerning the duration of the need or the ability of the University to fund the line(s); and the Dean and Provost agree to the need for the line(s).
 - a. Minimum qualifications for appointment to a lectureship:
 - i. Although a terminal degree in the discipline is preferable, candidates who have completed all their graduate work toward a terminal degree with the exception of a thesis or dissertation (e.g. ABD status) will also be considered. With the approval of the Dean, the Committee of the Department may consider candidates who, in lieu of a terminal degree or ABD status, have a Master's degree and no less than five (5) years of substantial appropriate teaching experience, which is documented through the application process as being of superior quality, in the specific discipline to be taught. A request for such an exception to the terminal degree or ABD status requirement must be made in writing by the Chair, based on the recommendation of the Committee of the Department, setting forth the justification for the requested exception to the Dean. The Dean shall, after consultation with the Provost, accept or reject the requested exception. The request for such an exception shall be made with sufficient time to allow for the action on the request prior to the commencement of the search for the Lectureship position. In making a decision on the requested exception, the Dean and Provost shall consider particular factors, including but not limited to, the impact of the decision on the Department's or School's academic program accreditation, the extent to which the Department's faculty must fulfill general education requirements, the number of other such exceptions currently existing within the Department requesting the exception and the overall percentage of full-time University faculty holding a terminal degree and the impact the exception, combined with other granted exceptions, may have on that statistic;

- ii. demonstrated effectiveness as a teacher (or librarian at the University level); and
 - iii. ability to work constructively with members of the University community.
 - b. Details of Lecturer Appointment.
 - i. Lecturers will teach twelve credit hours per semester, advise students (except during their first semester of service at the University), and serve on any committees that are not restricted to tenured or tenure-track faculty. They will be expected to maintain disciplinary currency commensurate with their teaching responsibilities as defined in the departmental or school scholarship statements.
 - ii. Lecturers shall be eligible for appointments as follows: an initial appointment for two years, a second appointment for two years, a third appointment for three years and a fourth appointment for four years. Any succeeding appointments shall be for a period of four years. There shall be no limit as to the number of consecutive appointments an individual may serve as a Lecturer. A Lecturer appointment may be terminated during the course of a multi-year appointment based upon a loss of enrollment or other institutional needs. In cases in which a Department has more than one Lecturer, terminations shall be based upon primarily need (field of study) and secondarily seniority as determined by the Committee of the Department. The Committee's recommendation shall be forwarded to the Chair, Dean, and Provost.
- 3. Specialist Professors. Specialist professorships may be established in a department after consultation with the Committee of the Department and the Chair regarding the need for a faculty member with disciplinary skills or expertise that generally cannot be acquired or mastered in academia; and disciplinary currency that typically requires the practice of skills that cannot be maintained in academia. The creation of a Specialist Professor line should take into consideration the existing balance of non tenure-track faculty in the department, as per Appendix III. Upon the creation of a Specialist Professor line, a rationale delineating the specific disciplinary skills or expertise shall be forwarded to the Committee of the Department and the Chair.
 - a. Minimum qualifications for appointment to a specialist professorship:
 - i. The range of possible extra-academic skills and expertise does not allow an unconditional definition of minimum qualifications for

appointment. As a general rule, a terminal degree in the field of the specialist professorship will be a condition for appointment; exceptions must be justified by the Committee of the Department and the Chair in writing to the dean.

- ii. Demonstrated potential for effective teaching (or librarianship) at the University level; and
- iii. Ability to work constructively with members of the University community.

b. Details of Specialist Professor Appointment.

- i. Specialist professors will teach twelve credit hours per semester, advise students (except during their first semester of service at the University), and serve on any committees that are not restricted to tenured or tenure-track faculty. They will be expected to maintain disciplinary currency as determined by the judgment of peers in their respective fields and commensurate with their teaching responsibilities as defined in the departmental or school scholarship statements.
- ii. Specialist Professors shall be eligible for appointments as follows: an initial appointment for two years, a second appointment for two years, a third appointment for three years and a fourth appointment for four years. Any succeeding appointments shall be for a period of four years. There shall be no limit as to the number of consecutive appointments an individual may serve as a Specialist Professor. A Specialist Professor appointment may be terminated during the course of a multi-year appointment based upon a loss of enrollment or other institutional needs. In cases in which a Department has more than one Specialist Professor, terminations shall be based upon primarily need (field of study) and secondarily seniority as determined by the Committee of the Department. The Committee's recommendation shall be forwarded to the Chair, Dean, and Provost.

4. Senior Lecturer/Specialist Professor.

- a. Minimum qualifications for promotion to the rank of Senior Lecturer or Senior Specialist Professor:
 - i. The qualifications for appointment as a Lecturer or Specialist Professor, and
 - ii. At least twelve years' full-time service at Monmouth as a Lecturer/Specialist Professor

- iii. A clearly recognizable and sustained record of a high degree of excellence in teaching or librarianship (which may include the development and implementation of in- and out-of-class experiences, curriculum development, and pedagogical development such as at conferences, CETL and the like), and concern for the welfare of students
 - iv. A demonstrated maintenance of scholarly activity/disciplinary currency commensurate with teaching responsibilities and consistent with the applicable Departmental or School statements on scholarship expectations, and
 - v. Evidence of service to the department (including the advising of students) and the University.
 - b. Details of Senior Lecturer/Specialist Professor appointment:
 - i. Senior Lecturers and Senior Specialist Professors will teach twelve credit hours per semester, advise students, and serve on any committees that are not restricted to tenured or tenure-track faculty. They will be expected to maintain disciplinary currency in their respective fields commensurate with their teaching responsibilities as defined in the departmental or school scholarship statements.
 - ii. Senior Lecturers and Senior Specialist Professors shall have an initial appointment for four years, and any succeeding appointments shall be for a period of four years. The first four-year review of a person holding status as a Senior Lecturer or Specialist Professor shall be informal and conducted no later than December 15 of the fourth year of the appointment as follows. The Chair and the Senior Lecturer or Specialist Professor shall meet to review student questionnaires and classroom observations since the last continuance. Any issues with the faculty member's performance shall be given in writing to the faculty member, the Dean, and the Provost. The Senior Lecturer or Specialist Professor's appointment shall in general be renewed. The second four-year review of a person holding status as a Senior Lecturer and Specialist Professor shall be conducted in accordance with the procedures for conducting four-year reviews of all Lecturer and Specialist Professors. Thereafter, the review process will alternate between these formats.
- 5. Individuals appointed as Instructors, Lecturers, Specialist Professors and Senior Lecturer/Specialist Professors shall be required to sign an agreement indicating that they understand that appointment to, and service for any length of time in, these ranks is not tenure-track and does not convey the possibility of tenure. Tenure may only be awarded to those appointed to a tenure-track position and as a result of appropriate service and accomplishment in such tenure-track position along with

the successful completion of the tenure review process, as set forth in this Agreement.

6. A Lecturer or Specialist Professor line may be converted to a tenure-track line, transferred to a line in another department, or terminated. No current contract may be abrogated by such a change. Lecturers or Specialist Professors may apply for Instructorships, tenure-track lines, Lectureships, and Specialist Professorships, including the line they currently occupy, in any subsequent search. Nothing in this agreement shall prohibit the University from not renewing the contract of a non-tenure-track full-time faculty member upon its expiration, or canceling, converting, or transferring a non-tenure-track full-time line.

D. Minimum Qualifications for Tenure-Track Appointments

1. Assistant Professor.

For promotion to or appointment to the rank of Assistant Professor

- a. An earned doctorate or professional degree, or the highest degree normally required for teaching in the field at a college or university, or in the case of an Assistant Librarian, a degree in the field of Library and Information Science and a completed, second master's degree in an additional subject area, and
- b. Demonstrated effectiveness as a teacher, or substantial promise of such effectiveness, both in the classroom and in the guidance of students, and
- c. Demonstrated capacity for professional growth and accomplishment, and
- d. Demonstrated competence in scholarly and creative work, and
- e. Ability to work constructively with members of the University community, and
- f. In the case of promotion to this rank, evidence of participation in University affairs, at least at the departmental level.

2. Associate Professor

For promotion to or appointment to the rank of Associate Professor

- a. The qualifications for appointment as Assistant Professor, and
- b. A high degree of teaching excellence and concern for the welfare of students, and
- c. Evident professional growth and concrete scholarly/creative works and accomplishments beyond the earned doctorate or equivalent, or in those

fields in which the doctorate is not normally considered the terminal degree, evident professional growth, works and accomplishments beyond that terminal degree, and

- d. In the case of promotion to this rank, evidence of substantial service beyond the department, especially in University activities.

3. Professor

For promotion to or appointment to the rank of Professor

- a. The qualifications for appointment as Associate Professor, and
 - b. A clearly recognizable and sustained record of teaching excellence and of concern for the welfare of students, and
 - c. A clearly recognizable record of distinguished scholarly, educational, or creative achievement, as measured in concrete works, sustained activity, and recognition within the pertinent field of scholarly, educational, or creative inquiry/study, and
 - d. A set of cumulative accomplishments which demonstrate high accomplishments within and contributions to the University, sound judgment and creativity, intellectual breadth and leadership; and a mature record of professional advancement.
- 4. An Assistant Professor or an Associate Professor in a special field in which the earned doctorate is not the recognized terminal degree, as confirmed by the candidate's School Dean or the University Librarian (including, but not limited to, Art, Music, & Library Science), and who has exceptional qualifications, significant training, or other professional experience or achievements in the field of specialization, is eligible for a higher rank.
 - 5. A faculty member or prospective faculty member who has exceptional qualifications, and achievements or experience deemed by both the department and the University to be equivalent in quality to the academic ranks outlined above is eligible for appointment or promotion to a higher rank.
 - 6. Years in rank. The guidelines suggested below for years in rank are not to be construed as suggesting automatic promotion or as being restrictive of the recognition of unusual scholarly and professional attainment. For the rank of Associate Professor, it is expected that five years at the Assistant Professor level or equivalent is an appropriate minimum. For the rank of Professor, it is expected that six years at the Associate Professor level or equivalent is an appropriate minimum.

E. Calculation of probationary years of credit toward tenure.

Candidates with substantial prior college/university teaching experience at another institution(s) or at Monmouth, or with substantial professional experience related to their areas of specialization in teaching at Monmouth University may receive credit toward the calculation of probationary years of service prior to attaining tenure. A Lecturer or Specialist Professor who serves four or more continuous years on a full-time non-tenure-track appointment, or a candidate who has four or more years of prior college/university teaching experience, and who is subsequently appointed to a full-time tenure-track position may receive no more than two years of credit toward the calculation of probationary years of service prior to attaining tenure. An Instructor, Lecturer or Specialist Professor who serves at least two but fewer than four years on a full-time non-tenure-track appointment, or a candidate who has at least two but fewer than four years of prior college/university teaching experience, and who is subsequently appointed to a full-time tenure-track position may receive one year of credit toward the calculation of probationary years of service prior to attaining tenure.

A temporary appointment of less than one year and any service on less than a full-time load including all adjunct service shall not be counted. The award of any credit for prior service/experience will be at the discretion of the Provost. Exceptions may be made in consultation with the President of FAMCO or their designee.

F. Initial Appointments

1. Prior to the creation of a full-time position, the Provost shall consult with the Dean, the Chair and members of the Department.
2. It is University policy to award positions to the best candidate available.
3. Faculty searches will be conducted in accordance with the stipulations in the document "Faculty Search Procedure and Guidelines."
4. The Chair and the Search Committee will submit their own recommendations with respect to an initial appointment to the Dean.
5. The Dean will recommend action on the awarding of an initial appointment to the Provost. In an unusual situation, the Provost, in consultation with the Dean, shall consider the use of part-time faculty or may make a temporary appointment.
6. Appointment to the faculty of Monmouth University shall be made by the President of the University, or by the President's designee.
7. Initial appointment to the faculty of Monmouth University at the entry level or with one year of credit on the tenure track shall be probationary and for a stipulated period of not more than two years . Such appointments do not imply reappointment.
8. With the Letter of Appointment and Acceptance, the appointee shall receive an electronic copy of this Agreement. Letters of Appointment shall not be

inconsistent with this Agreement. The Letter of Appointment and Acceptance shall include the following:

- a. The dates for which the appointment is effective
- b. The salary
- c. The academic rank
- d. The Department, or fields(s) of the Department, in which the appointee is expected to teach or work and undertake scholarship/creative work
- e. The appropriate terminal degree for the discipline, as determined by the University
- f. As appropriate, the time limit for completion of a degree. (The time limit can be extended with cause, in writing, at the discretion of the Provost)
- g. As pertinent, information relevant to appointment to the graduate faculty
- h. The teaching load for the position, including any exceptions or course load reductions for other duties
- i. The due date for the application for the next contract
- j. For any appointee receiving credit toward tenure, the initial letter of appointment will indicate where the faculty member is to be placed in the probationary sequence and specify clear expectations in the areas of scholarship, teaching, and service for continuance, tenure, or promotion.
- k. Within two weeks after acceptance of employment, copies of letters of initial appointment shall be sent to the President of the Association.

- G. Artist-in-Residence or Scholar-in-Residence appointments of twelve months to a maximum of thirty-six months may be made. These appointments are nonrenewable and holders of such appointments are normally ineligible for subsequent probationary appointments.

END OF ARTICLE

ARTICLE V. PROCEDURES IN REGARD TO CONTINUANCE, TENURE, AND PROMOTION

A. General Provisions

1. The parties to this Agreement, in a mutual effort to foster excellence in liberal arts/professional education, recognize the principle of cooperative responsibility in certain aspects of the governance of the University. Although the Board of Trustees and University Officers necessarily bear and reserve the right to manage and govern the University, the advice of faculty is herewith formally recognized as a significant input to certain administrative decisions. However, it is expressly recognized that any Committees involved in these processes, when the Committee is functioning in the process, are not the agents of the University. It is recognized that not every experience of a faculty member will be reflected in their dossier. If an evaluating individual or committee providing a recommendation under this article wishes to obtain or base their decision on material outside of what was presented by the candidate in their dossier, they must seek prior approval from the Provost. The candidate will be advised by the Provost at the time of the decision and permitted to respond to any material being considered.
2. A faculty member applying for continuance, tenure candidacy, tenure, and/or promotion is entitled to receive at the time the recommendation is submitted copies of any information or documents, not already included in their dossier, which are utilized by an evaluator or an evaluating committee as a basis for their recommendation. The faculty member has the right to respond in writing to written recommendations on their application and/or any information or documents used in making the recommendation within seven (7) days from the receipt of the written recommendation if they believe that the recommendation is based on information or documents that are erroneous or misleading.
3. Should a significant question occur about inaccuracies in the record of a faculty member's teaching, scholarship or service – for example, a written complaint of misrepresentation – the matter will be adjudicated through the process set forth in Article VI (Discipline for Adequate Cause).
4. In cases of a documented conflict of interest or evidence of prior conduct which establishes bias involving a reviewing individual, a candidate may apply to the Provost, prior to the commencement of the process, for appropriate measures to be taken to ensure a fair evaluation process.
5. In general, continuance, the granting of tenure, or promotion in rank are all based on accumulated evidence in the following areas (as more fully defined in Article IX) within the context of the particular discipline, department, school and University:
 - a. Teaching Effectiveness

- b. Scholarship/disciplinary currency as defined in departmental or school scholarship statements; and
 - c. Service (or effectiveness with respect to non-teaching activities), including advising and mentoring.
- 6.
 - a. By April 1st of each year, the Provost and the Association President shall agree upon and publish for all faculty a standard format to be followed by all faculty undergoing a reappointment process under this Agreement which shall include a standardized list and order of documents and materials to be included in a faculty member's dossier and other related requirements. The standards set through this process shall delineate between tenure-track and non tenure-track faculty. Documentation shall include but is not limited to: (a) Curriculum Vitae; (b) Provost's Letters of Appointment and Reappointment (with compensation information redacted); (c) a brief self-evaluation addressing the candidate's performance and plans in the areas of teaching, scholarship and service (with specific reference to student advising); (d) a list of courses taught by semester/year (for tenure-candidacy and tenure, this list will be supplied by the Provost's Office by September 15 and will include all courses and sections taught (including labs) per semester and the number of students taught in these courses and sections, in independent study, cooperative education, internships and the like); (e) Syllabi (and other supporting documentation for teaching); (f) Student questionnaires; (g) class observations; (h) School or Department definition of scholarship or disciplinary currency; and (i) history and documentation related to service.
 - b. It is the candidate's responsibility to provide all copies of the required documentation by the deadlines set in this Agreement. A faculty member may provide an update after the deadline with significant new developments on scholarship in progress at the time the documentation is submitted. All faculty shall be required to follow the standards once published. Failure to follow the published standards may result in rejection of the faculty member's submission. In the event that a faculty member's submission does not follow the published standards, the Provost, or their designee, in their sole discretion, may allow the faculty member to correct their submission under circumstances where (1) the error is not substantial and may easily be corrected, (2) the faculty member will act promptly to rectify the violation, and (3) the decision to allow the correction would not substantially disrupt the review of the faculty member's submission.
- 7. The Provost will convene meetings of participants to review relevant provisions in the Agreement and the responsibilities of participants in the processes (for example, the appropriate types of assessments, the format in which evaluations should be written, and the schedules to be maintained).

- a. Meetings of participants in the tenure candidacy, tenure and promotion process will occur prior to March 15 and include candidates for tenure candidacy, tenure or promotion, Chairs writing evaluations, Deans, the Provost, FAMCO representatives, members of Committees of the Department, SPC's and the UQC.
 - b. Meetings of participants in the Lecturer and Specialist Professor reappointment process will occur at the beginning of the fall semester and include candidates being considered for reappointment, Chairs writing evaluations, Deans, the Provost, FAMCO representatives, members of Committees of the Department and SPC's.
- 8. Faculty members applying for a continuance, tenure candidacy, tenure, and/or promotion are required to submit dossiers and supporting materials to the Provost's Office electronically. Assistance with the electronic submission of dossiers and supporting documentation may be given by the University. The Provost and the President of FAMCO, or their designees, shall jointly determine the dossier requirements and shall communicate those requirements as appropriate.
- 9. Student Questionnaires (see also Art. IX,B.2.)
 - a. Student questionnaires will be used as one among various factors for decisions in the continuance, tenure, and promotion processes.
 - b. As the University transitions from utilizing SIRS to IDEA SRI, faculty employed before fall 2017 can utilize either system of evaluation until June 30, 2019. Faculty hired fall 2017 or after must utilize the IDEA SRI system.
 - c. Full time faculty can select which course evaluations will be included in their dossier for evaluation subject to the guidelines set forth in this article.
 - d. The University will offer opportunities for training on IDEA SRIs for the reviewing committees on an annual basis.
- 10. Classroom Observations.
 - a. All classroom observations shall be at a time mutually agreeable to the faculty member and the observer.
 - b. Observations which are to be performed by the Chair may also be performed by a colleague designated by Chair and agreed to by the member with the exception of the review for continuance: two-year appointment.
 - c. Observations which are to be performed by the Dean may also be performed by a person designated by the Dean after consultation with the member with the exception of the review for tenure candidacy, tenure, and promotion.

- d. All classroom observations required under this Article shall be arranged for and take place no later than the semester immediately preceding the semester of the academic year in which the applicant is applying for continuance, tenure candidacy or tenure. Copies of the observations, once completed, shall be forwarded to the applicant for inclusion in their application materials when filed. The requirements of this subparagraph may be modified by the Provost under circumstances beyond the control of the applicant which do not allow for adherence to these standards. This subparagraph shall not apply to faculty classroom observations taking place in connection with an application for promotion to full professor or Senior Lecturer/Specialist. See Article V, Sections F.3.b and K.3.b.
 - e. All classroom observations will follow the [classroom observation form](#). Changes to this form by the University shall be made in consultation with FAMCO.
 - f. Peer Observations. Faculty members applying for tenure candidacy and tenure and promotion will be observed by their peers outside of their department as part of the application process. Nominees for peer observers shall consist of tenured faculty who have received the Distinguished Teacher Award, the Student Choice Award, and other tenured faculty selected by agreement of the Provost and the President of FAMCO or their respective designees. Chairs are eligible to serve as peer observers, but not of faculty in their own department. Deans, Associate Deans, and Assistant Deans are not eligible to be peer observers. Annually, by June 1st, the Provost and the President of FAMCO, or their respective designees, shall review the list for the upcoming academic year. Only individuals mutually agreeable to both parties shall remain on the list; all other individuals shall be removed from the list. The Provost's office will notify the candidate of the list of available peer observers and the time for scheduling peer observations. The candidate will select faculty from the list of peer observers who are not members of the candidate's department. As a rule, no peer observer will conduct more than three class observations per semester.
 - g. In any case where the classroom observation schedule is disrupted due to an approved leave or other approved absence from teaching, an accelerated timetable, or other circumstances beyond the control of the applicant, the applicant, the Provost and the Association shall mutually agree on accommodations to provide for an appropriate number of classroom observations.
- 11. Chairs of the Departments are not precluded from discussing the contents of their letter of recommendation with the faculty member involved.
 - 12. All reports submitted to the Provost by reviewing individuals and committees, including the final decision of the Provost, shall be uploaded to the electronic dossier and accessible to all reviewing individuals and committees, and shall be

sufficiently detailed and complete so that their views are clearly established with regard to the areas of teaching, scholarship, service and any other pertinent criteria. In any areas of alleged deficiency, the report shall clearly indicate specific areas needing improvement in order to give guidance to the candidate. The Provost shall review the recommendations of the prior administrators/committees upon receipt and be authorized to return any report which does not meet these standards to the reviewing individual or body for the purpose of clarification and/or supplementation.

13. In any case where a recommendation is to be determined by a vote (such as by the Committee of the Department, the SPC or the UQC), the members of the group shall vote using a secret ballot. The recommendation shall state the numeric result of the vote and include a list of the voting members. A tied vote means that the group did not make a positive or negative recommendation. This result shall not be used to determine whether the matter should be reviewed by the UQC.
14. No faculty member shall evaluate a faculty member up for continuance more than once in the evaluation process. For example, a faculty member cannot participate in the evaluation process or vote on a department colleague's continuance/tenure candidacy/tenure/promotion both as a member of the Committee of the Department and of the SPC or the University Qualifications Committee (UQC).
15. Any decision on continuance, tenure or promotion shall not be final until approved by the President of the University and the Board of Trustees. The tenure and promotion decisions may be announced by the Provost at the April meeting of the faculty.

B. Evaluation Timelines and procedures for Instructors

Instructors will be evaluated each semester by the Chair or by tenured or tenure-track colleagues designated by the Chair. Evaluations will follow criteria a through i and k through m in Article IX, Section B.1. Renewals will be at the discretion of the Chair and the Dean.

C. Evaluation Timelines and procedures for Lecturers and Specialist Professors holding two-year appointments

1. During the second year of service, the faculty member will be considered for a second two-year term. During the second year of a second consecutive two-year term, the faculty member will be considered for a three-year appointment. In both cases, the application is due on January 15.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:

- a. Student questionnaires in at least six courses for each year of service. If fewer than 8 courses are taught during the year then the number of student questionnaires will be one fewer than the total number of courses taught each semester.
 - b. Classroom observations shall be completed by:
 - Chair (at least one course for each year of service)
 - Dean (one course since last continuance)
4. The candidate will demonstrate maintenance of scholarly activity/disciplinary currency commensurate with teaching responsibilities and consistent with the applicable Departmental or School statements on scholarship expectations. Evidence may include appropriate additional coursework taken, a brief written summary of scholarship or materials reviewed and/or other activities within the Candidate's academic discipline. An individual may present scholarly artifacts required of tenure-track faculty in support of reappointment.
5. The application will be reviewed by (due date):
 - Committee of the Department (February 1)
 - Chair (February 8)
 - School Personnel Committee (February 15)
 - Dean, in consultation with the Provost (March 15)
6. The Provost, in consultation with the Dean, will make the final determination for continuance for a two or three-year term, as applicable, or non-continuance.

D. Evaluation Timelines and procedures for Lecturers and Specialist Professors holding three-year appointments

1. During the second year of a three-year appointment, the faculty member will be considered for a four-year appointment. The application is due on January 15.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:
 - a. Student questionnaires in at least 6 courses for each year of service. If fewer than 8 courses are taught during the year then the number of student questionnaires will be one fewer than the total number of courses taught each semester.

- b. Classroom observation shall be completed by:
 - Chair (at least one course for each year of service)
 - Dean (one course since last continuance)
4. The candidate will demonstrate maintenance of scholarly activity/disciplinary currency commensurate with teaching responsibilities and consistent with the applicable Departmental or School statements on scholarship expectations. Evidence may include appropriate additional coursework taken, a brief written summary of scholarship or materials reviewed and/or other activities within the Candidate's academic discipline. An individual may present scholarly artifacts required of tenure-track faculty in support of reappointment.
5. The application will be reviewed by (due date):
 - Committee of the Department (February 1)
 - Chair (February 8)
 - School Personnel Committee (February 15)
 - Provost, in consultation with the Dean (March 15)
6. The Provost, in consultation with the Dean, will make the final determination for continuance for a four-year appointment or completion of the final year of the current contract.

E. Evaluation Timelines and procedures for Lecturers and Specialist Professors holding four-year appointments

1. During the third year of a four-year appointment, the faculty member will be considered for a subsequent four-year appointment. The application is due on January 15.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:
 - a. Student questionnaires in at least 6 courses each for the first and second years of service of the four-year appointment. If fewer than 8 courses were taught during the year then the number of student questionnaires will be one fewer than the total number of courses taught each semester.
 - b. Classroom observation shall be completed by:
 - Chair (one course during the second year and one course during the third year of the four-year appointment)
 - Dean (one course since last continuance)

4. The candidate will demonstrate maintenance of scholarly activity/disciplinary currency commensurate with teaching responsibilities and consistent with the applicable Departmental or School statements on scholarship expectations. Evidence may include appropriate additional coursework taken, a brief written summary of scholarship or materials reviewed and/or other activities within the Candidate's academic discipline. An individual may present scholarly artifacts required of tenure-track faculty in support of reappointment.
5. The application will be reviewed by (due date):
 - Committee of the Department (February 1)
 - Chair (February 8)
 - School Personnel Committee (February 15)
 - Provost, in consultation with the Dean (March 15)
6. The Provost, in consultation with the Dean, will make the final determination for a four-year appointment or completion of the final year of the current contract.

F. Evaluation Timelines and procedures for Promotion to a Senior Lecturer or Senior Specialist Professor

1. A Lecturer/Specialist with at least twelve years' service in this capacity may apply for promotion to a Senior Lecturer/Specialist Professor. Written notice of intent to apply for promotion to the Provost, Dean and Chair is due by April 1. The application is due on October 1.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:
 - a. Student questionnaires in at least 6 courses per year for at least two years. If fewer than 8 courses were taught during the year then the number of student questionnaires will be one fewer than the total number of courses taught each semester.
 - b. Classroom observation shall be completed by:
 - Chair (one course in the last two years)
 - Dean (one course in the last two years)
4. The candidate will demonstrate that he or she meets the minimum qualifications for Senior Lecturer or Senior Specialist Professor as set forth in Art. IV.C.4.a.
5. The application will be reviewed by (due date):

- Committee of the Department (October 15)
 - Chair (November 1)
 - School Personnel Committee (November 15)
 - Dean (December 15)
 - University Qualifications Committee (if applicable, February 15)
 - Provost (March 15)
6. The Provost will make the final determination to award or not to award promotion to Senior Lecturer/Specialist Professor.
 7. In the event that a lecturer or specialist professor applies for promotion in the third year of a four-year contract, the usual continuance process will be subsumed in this process and the faculty member will not submit a separate application on January 15. Any reviewing body that recommends that the lecturer/specialist should not be granted promotion shall also make a recommendation for continuance or non-continuance.

G. General Provisions Regarding Tenure-Track and Tenured Faculty

1. It is the policy of Monmouth University to give recognition to highly qualified members of its full-time staff in the professional ranks by granting them tenure after a prescribed period of meritorious service.
2. It is recognized that faculty in the six schools cannot always be evaluated fairly by the same standards. In different academic disciplines, some areas of professional achievement and competence may be present or absent and merit different weights in the evaluation of some faculty. While it is reasonable to expect some peer-reviewed forms of scholarship from them (e.g., journal articles, conference presentations, reviews), it is not reasonable to ignore their practices, whether they are clinical work in communities or hospitals, the development of new data retrieval techniques for the library, or the formulation of original software. The real measure of academic practitioners is peer review of their effectiveness in practice. Where such a distinction is claimed, it is the responsibility of the faculty member to document and demonstrate what they are doing.
3. At Monmouth University, all new tenure-track faculty members who start in the fall can be employed without tenure by the University for a maximum of seven consecutive years. Faculty hired in mid-year (January) can only be employed without tenure for a maximum of seven and a half years, consistent with the following:
 - a. The initial appointment shall be for two years.
 - b. In the second year, the faculty member will be considered for continuance on a two-year appointment, or for non-continuance.
 - c. In the fourth year, the faculty member will be considered for tenure candidacy, and be awarded tenure candidacy status and a three-year

- contract, or a one-, two-, or three-year terminal contract to be implemented after completion of the fourth year, or notified of non-continuance.
- d. In the sixth year, a tenure candidate will be considered for tenure, which, if granted, becomes effective at the end of the sixth year.
 - e. Promotion at Monmouth University from untenured Assistant Professor to Associate Professor shall carry tenure.
- 4. Faculty who are placed in the second year on the tenure track because of credit for prior experience (see Article IV, Section E) will apply for a one-year contract in their second year at Monmouth, following the deadlines established for faculty continuance: Evaluation Timelines and Procedures for Continuance: Two-Year Appointment for Tenure-Track Faculty (see Article V, Section H). If a candidate is hired mid-year (January) with a year credit toward tenure, they will apply in the second fall after they are hired.
 - 5. Faculty who are placed in their third year on the tenure track because of credit for prior experience (see Article IV, Section E) will apply for tenure-candidacy in their second year at Monmouth.
 - 6. Any period of a formal leave of absence shall not be calculated in determining consecutive years of service. Any scholarly output during the period of leave shall be counted as part of the faculty member's scholarly record. For the purposes of this article, any leave of absence of more than one-half semester shall count as a full year's leave of absence. A faculty member shall not be penalized under the tenure and promotion process set forth in this Article for obtaining a leave of absence or modified work schedule under Article XII of this Agreement.
 - 7. Applicants for continuance, tenure, and promotion must document their claims to scholarship and creativity by submitting bibliographic details, including page citations and copies or representations of the scholarly artifact. Manuscripts accepted for publication must be confirmed by a letter of acceptance from the publisher or editor. Completed research or other kinds of work not yet accepted for publication, exhibition, or performance must be listed under "work in progress," "pending submission," or the like. Scholarly activity prior to tenure-track service at Monmouth may be considered when assessing a faculty member's pattern of scholarship.
 - 8. For faculty who are given years of credit toward tenure, scholarly activity completed during the time period of credit shall count as if it were completed at Monmouth. Scholarly work completed prior to that period may be counted at the discretion of the Provost, and such determination will be given to the faculty member in writing to include in their dossier.
 - 9. A faculty member on tenure-candidate status may be given tenure at any time. Ordinarily, a person on tenure-candidate status will be seriously considered for

tenure during the sixth year of service based upon the recommendations of appropriate committee and offices.

10. No faculty member shall be appointed beyond a stated final term of service to Monmouth University unless a formal recommendation for the granting of tenure shall have been submitted to and approved by the Board of Trustees. The formal recommendation by the President shall be based (1) on an explicit judgment of the faculty member's qualifications as determined consistent with this Agreement; and (2) in cognizance of the possible deleterious effects of high percentages of tenured faculty on University, School, and department flexibility, on the retention of newer faculty, and on the recruitment and promotion of women and minority group faculty, and on the development of new programs to meet changing student demands.
11. Tenure shall be defined as that status wherein members of the faculty shall be retained until they retire unless they (1) resign; (2) are terminated on account of the financial exigencies of the University, or on account of change of institutional program, as described in Article VIII; or (3) be dismissed for adequate cause as described in Article VI.

H. Evaluation Timelines and procedures for Continuance: Two-Year Appointment for Tenure-Track Faculty

1. The application for a two-year appointment is due on October 1.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:
 - a. Student questionnaires in at least four courses from recent semesters.
 - b. Three classroom observations shall be completed by:
 - Chair
 - Colleague designated by the Chair and agreed to by the faculty member
 - Dean
4. The application will be reviewed by (due date):
 - Committee of the Department (October 15)
 - Chair (November 1)
 - School Personnel Committee (November 15)
 - Dean (November 30)

- Provost (December 15)
5. The Provost will make the final determination for a two-year appointment or completion of the final year of the current contract.

I. Evaluation Timelines and procedures for Continuance: Tenure-Candidate Appointment

1. The application for a Tenure-Candidate appointment is due on October 1 during the fourth year of service with document amendments due no later than January 15.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires in and classroom observations included in the dossier:
 - a. Student questionnaires in at least four courses from each year on tenure track at the university.
 - b. Classroom observation shall be completed by:
 - Chair (in at least one course from each year on tenure track at the university)
 - Dean (one since last continuance)
 - Peer observer (one)
4. Evaluation of scholarly work will be done by one (1) external faculty member by October 1 (see Article V Section Q).
5. The application will be reviewed by (due date):
 - Committee of the Department (October 15)
 - Chair (November 1)
 - School Personnel Committee (November 15)
 - Dean (December 15)
 - University Qualifications Committee (if applicable, February 15)
 - Provost (March 15)
6. Recommendations made to the provost shall be for either tenure-candidate status, terminal contract (no period specified), or non-continuance. The recommendation for tenure candidacy shall be construed to mean that the recommending person or body believes the faculty member is highly qualified in the areas of teaching, scholarship and service and will be considered for tenure no later than the sixth year of service. A recommendation for a terminal contract shall be construed to mean that the recommending person or body believes the faculty member has sufficiently

performed and would be expected to continue to do so in the areas of teaching, scholarship, and service. A recommendation for non-continuance indicates that the recommending person or body believes the faculty member is unqualified or deficient in the areas of teaching, scholarship and/or service and should be released from the University at the end of their current contract.

7. The Provost will make the final determination to award tenure-candidate status, a one-, two-, or three-year terminal contract (tenure ineligible status), or non-continuance. These recommendations shall have the same meaning as in paragraph 6, above. The Provost may offer a special three-year terminal contract which gives the candidate the option of applying for reconsideration (for tenure) in the third and final year of the terminal contract. If the application is unsuccessful, the seventh year would be the final year at the University.
8. If the tenure candidate is awarded a terminal contract for the reason that no tenure positions are available, then this reason must be stated in the letter of notification to the candidate. Under exceptional circumstances leading to the opening of a tenure-eligible position in the candidate's department during the period of the terminal contract, the administration shall consider the candidate for tenure-candidate status, after consultation with the Association.

J. Evaluation Timelines and procedures for Continuance: Tenure

1. The application for a tenure appointment is due on October 1 with document amendments no later than January 15.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:
 - a. Student questionnaires in at least four courses from each year of service.
 - b. Classroom observation shall be completed by:
 - Chair or colleague designated by the Chair and agreed to by the faculty member (in at least one course for each year of service)
 - Dean (one since tenure candidacy decision)
 - Peer observers (two since tenure candidacy decision)
4. Student input. Before October 15, the Chair will interview ten randomly selected students for courses in years three through six and summarize the results as part of their recommendation.
5. Evaluation of scholarly work by two (2) external faculty members by October 1. See Article V.Q.

6. The application will be reviewed by (due date):
 - Committee of the Department (October 15)
 - Chair (November 1).
 - School Personnel Committee (November 15)
 - Dean (December 15)
 - University Qualifications Committee (if applicable, February 15)
 - Provost (March 15).
7. The Provost will make the final determination to award tenure. A faculty member's tenure status commences at the beginning of the fiscal year immediately following the year in which the decision was made.

K. Evaluation Timelines and procedures for Continuance: Promotion to Full Professor

1. Written notice of intent to apply for promotion to the Provost, Dean and Chair is due by April 1. The application is due on October 1 with document amendments no later than January 15.
2. Specifics of the application procedure shall be jointly issued by the Provost and the President of the Association including a list of all items to be included in the dossier (see Article V, Section A.6).
3. Student questionnaires and classroom observations included in the dossier:
 - a. Student questionnaires in courses taught by the candidate for the period following the award of tenure or a previous promotion.
 - b. Classroom observation shall be completed by:
 - Dean
 - Two peer observers from two different courses (conducted between January and October 10)
4. Evaluation of scholarly work by two (2) external faculty members of the rank of full professor by October 1. If two full professors of the appropriate background cannot be located, the Provost may waive this requirement (see Article V Section Q).
5. The application will be reviewed by (due date):
 - Committee of the Department (October 15)
 - Chair (November 1).
 - School Personnel Committee (November 15)
 - Dean (December 15)
 - University Qualifications Committee (if applicable, February 15)

- Provost (March 15).
6. The Provost will make the final determination to either award or not award promotion.

L. Committee of the Department

1. The Committee of the Department shall consist of all tenured faculty members within an academic department. (Where the Committee of the Department is to evaluate a member of the faculty for promotion to full professor, if neither the Chair nor any member of the Committee is a full professor, a full professor mutually selected by the candidate and the University shall be added to the Committee.) Faculty may not serve on the Committee of the Department if they are also a member of another review body that is considering the candidate's application at a later stage in the review process. A faculty member may request to opt out of the Committee in a particular year based upon the unusual circumstances, which may be granted at the discretion of the Chair. The Chair of the Department shall initiate the formation of the Committee on or before September 15 and advise the Committee of the need to elect a Chair. The Department Chair is not a member of this Committee, but the Committee may consult freely with him/her. The Provost will provide notification to the candidates of the members of the COD.
2. If there are not at least two (2) tenured faculty members who are eligible to serve on the Committee within a particular department, then the Committee level of review shall not occur and the review process will proceed to the next successive step.
3. For any application under this Article, if the lack of a Committee of the Department and/or Chair review(s) is determined by the Provost and the Association to be detrimental to the review process, the parties shall mutually agree in writing upon the temporary appointment of persons to fill such positions for the particular application.
4. The recommendation of the Committee of the Department shall be by a majority of the Committee with written notice that reflects the numerical vote and the basis for the Department's recommendation.

M. School Personnel Committees

1. Each of the schools at the University shall have a School Personnel Committee, except for the School of Humanities and Social Sciences which, because of its size, will have separate SPC's for Humanities and for Social Sciences. The SPC is responsible for review and recommendations to the University and the UQC, when appropriate, on the following issues: faculty continuance, promotion, tenure and other issues mutually agreed on by the Association and the University. In arriving

at its recommendations, it is expected that the SPC will consult freely with the Dean of its School.

2. The SPCs are:

- a. School of Business;
- b. School of Education;
- c. School of Humanities and Social Sciences

Area I (Humanities) – Art and Design; Communication; English; History; Music and Theater Arts; World Languages and Cultures; Philosophy; Religion; and Library

Area II (Social Sciences) Anthropology; Criminal Justice; Geography; Political Science and Sociology; Professional Counseling; and Psychology

- d. School of Science;
- e. School of Nursing and Health Studies; and
- f. School of Social Work.

3. Membership. The SPC shall consist of tenured faculty members elected by the full-time faculty from within the School. Chairs, Deans, and members of the UQC are not eligible.

4. Qualifications for Membership.

- a. Members shall hold the rank of Associate Professor (Librarian) or Professor (Librarian).
- b. Faculty may not stand for election or be appointed until spring of the year following their tenure award.
- c. All members shall have an acceptable terminal degree.
- d. All members shall maintain scholarly currency, defined as membership on the graduate faculty, positive Scholarship Review as per Article IX.C.10, or a demonstrated record of recent and active scholarship.

5. Each SPC shall consist of three (3) faculty members. No more than one member from any department may serve, other than in schools with only one or two departments, in which case each department shall have at least one representative.

6. SPC members will be elected to two-year terms. The Committee shall select its Chair in a manner of its own choosing. The Chair of each SPC shall rotate every year.

7. Restrictions. No person serving on the Committee can be considered for promotion while a member of the Committee.
8. Any notice of election shall prominently remind faculty members of the requirements of the position including those in paragraph 7, above.
9. The Provost's office shall send each SPC a list of candidates it will be reviewing no later than May 31. A member of the SPC may recuse themselves from participation on a particular application due to a conflict of interest by sending written notice to the Provost and the President of the Association no later than June 10 in the year before a candidate's application is to be received. An alternate to review the particular application will be elected by June 30. Any question as to whether there exists a conflict of interest shall be resolved at the discretion of the Provost.
10. Voting and Reporting. The meeting quorum consists of the full membership of the SPC. Recommendations shall be decided by majority vote of the entire SPC. Reports and recommendations shall be prepared by the majority with the numerical vote recorded therein. If a member of the SPC abstains from voting on a particular application after participating in the consideration of the candidate's materials, that vote shall be evidence of that member's inability to support the application and shall be considered a negative vote. The recusal of a committee member from all participation due to a conflict of interest shall not be considered a negative vote. Reports submitted to the Dean and the UQC shall be sufficiently detailed and complete so that the basis for the vote is clearly established and shall also include recommendations for teaching, scholarly and service activity in order for the faculty member to be successful in their subsequent application in the continuance, tenure, and promotion process. Minority reports may be submitted and shall accompany the majority report.

N. University Qualifications Committee

1. The University Qualifications Committee shall receive the candidate's documentation on October 1 but shall only consider an application in the event that there are conflicting recommendations by the prior reviewing administrators/committees. If all prior reviewing administrators/committees have recommended tenure candidacy, tenure or promotion be awarded, or all prior reviewing administrators/committees have not recommended tenure candidacy, tenure or promotion be awarded, the UQC shall not act upon the application and it shall proceed to the Provost for their review. All references in this Agreement to the review of applications by the UQC under this Article shall be governed by this paragraph. The UQC shall send its recommendations to the Provost and the candidate.
2. Members of the UQC will be drawn from full-time faculty with records of excellence in teaching, scholarship, and service. Qualifications for Membership are:

- a. Members shall hold the rank of Associate Professor (Librarian) or Professor (Librarian).
- b. Faculty may not stand for election or be appointed until spring of the year following their tenure award.
- c. All members shall have an acceptable terminal degree.
- d. All members shall maintain scholarly currency, defined as membership on the graduate faculty, positive Scholarship Review as per Article IX.C.10., or a demonstrated record of recent and active scholarship.
- e. Ideally, more than fifty percent of the members should hold the rank of Professor (Professor Librarian).

3. Composition and Election

- a. There shall be seven (7) members of the University Qualifications Committee selected as follows:
 - One (1) member shall be appointed by the Association.
 - One (1) member shall be appointed by the President or President's designee.
 - Two (2) members shall be joint appointees of the parties.
 - Three (3) members shall be elected by the faculty (see Article V, Section N, paragraph 3.h.).
- b. Terms of members will be staggered and of the following durations:
 - The terms of the Association appointee and the President's appointee will be one (1) year.
 - The terms of the two joint appointees will be two (2) years.
 - The terms for all elected members will be three (3) years.
 - The terms of appointed members may be renewable. No faculty member shall serve more than six consecutive years on the Committee.
- c. No department as constituted at the time of annual election shall have more than one member. There shall be at least one member from each school and each of the two SPC divisions from the School of Humanities and Social Sciences.
- d. Any notice of election shall prominently remind faculty members of the requirements of the position including those in subparagraph 3i.
- e. The election for the three (3) elected members shall be held before March 10, and before SPC elections. Prior to the election, the faculty member designated by the Faculty Council to administer the election shall review all

nominations and remove from the slate of candidates any faculty member(s) who do not meet the qualification requirements set forth in Paragraph 1 of this Section, and any faculty member whose application may come before the UQC. Appointments will be made before the end of April.

- f. After election and appointments, and prior to the end of the spring term, the Committee shall elect its own Chair from among its members. The Chair of the UQC shall receive one three-credit course load reduction each spring semester. Joint appointees are eligible for election as Chair; other appointed members are ineligible.
 - g. The membership of the newly constituted UQC shall appear in the minutes of the October faculty meeting.
 - h. Faculty-at-large: For the purposes of the election of the UQC, the electorate shall consist of tenure-track and tenured members of the bargaining unit and the tenure-track and tenured Chairs. However, a Chair may not nominate or serve.
 - i. No current member of the UQC shall be considered for promotion and must fully resign from UQC if they seek promotion during their term of service on the committee.
4. General Procedures in Regard to Continuance (Tenure Candidacy and Tenure) and Promotion in Rank.
- a. The UQC shall comply with the scheduled dates and procedures outlined in Sections F, I, J and K of this Article for receiving documentation and making recommendations. In extraordinary cases where the merits of the candidate are not clear or contradictory information exists, deadlines may be extended up to six (6) months by mutual agreement of the Provost, the UQC, and the faculty member.
 - b. The UQC may consult with anyone it desires at any stage of consideration.
 - c. A preliminary list of candidates for tenure and tenure candidacy, and for promotion to Senior Lecturer or Senior Specialist, will be provided by the Provost, with a copy to the Association.
 - d. Reports submitted to the Provost shall be sufficiently detailed and complete so that the views of the UQC are clearly established.

Along with the written recommendations, the Committee shall submit:

- i. A list of faculty and the status for which each has been considered.
- ii. A list of its recommendations for tenure candidacy and tenure.

- iii. A list of its recommendations for promotion.
- e. It is recognized that the effectiveness of the UQC is influenced by the nature and quality of the data and recommendations based on that data that the Committee receives. The Committee shall have the right to suggest appropriate forms, instruments, and methods to be used or followed by faculty members and Chairs, provided that such are acceptable to both the University and the Association. It is further recognized that material received by the UQC that does not follow these patterns may not be in the faculty member's best interests.
- f. Recommendations of the UQC shall be by majority. The report or recommendations of the UQC shall be prepared by the majority and the numerical vote recorded therein. If a member of the UQC abstains from voting on a particular application after participating in the consideration of the candidate's materials, that vote shall be evidence of that member's inability to support the application and shall be considered a negative vote. The refusal of a committee member from all participation due to a conflict of interest shall not be considered a negative vote. Minority report(s) shall be submitted with the majority report. Recommendations and report(s) shall be sufficiently detailed and complete so that the views of the members are clearly established providing a statement of reasons for the recommendation set forth in sufficient detail to be helpful to the review process, including the candidate's strengths and weaknesses.

O. Process for Appealing Decisions in the Continuance, Tenure, and Promotion Process

- 1. The Candidate may request oral and/or written reasons for recommendations by the COD, Chair, SPC, Dean and/or the Provost. The candidate may appeal to the Provost a recommendation based on data considered by the candidate to be erroneous or misleading.
- 2. The President of the University or their designee shall make all continuance, tenure-candidate, tenure, and promotion decisions, acting with the approval of the Board of Trustees, and on its behalf. In arriving at their decision in all of these categories, the President or their designee shall normally select from the list of recommendations. In arriving at their decision, the President or their designee may consult with whomever they deem appropriate. However, if consultation is sought with any member of the SPC or the UQC, the President or their designee shall notify the Chair of the relevant committee. The time, place and manner for such a consultation will be set by mutual agreement between the President or their designee and the person or persons with whom they want to consult. The President or their designee may meet with the UQC to discuss the Committee's

recommendation on promotion, tenure-candidacy and tenure after February 15 and before March 15.

3. Tenure-Ineligible Faculty.

- a. A faculty member not eligible for tenure who receives a nonrenewal notice within ten (10) days of receipt of such notification may request a conference be scheduled with either their Chair of the Department, Dean or the Provost. At this conference, which shall be held within ten (10) days of the receipt of the request, the faculty member shall receive reasons for their nonrenewal in order to aid their professional growth. Neither the reasons set forth nor the manner in which they are set forth shall be subject to appeal other than as provided for in subparagraph b below, if applicable.
- b. When all faculty reviewing bodies (Committee of the Department and SPC) recommend reappointment of a Lecturer or Specialist Professor to a four-year contract and the Provost recommends against a reappointment, the member may appeal the Provost's determination, as follows:
 - i. Within ten (10) days of the date of the Provost's determination, the member shall submit a written appeal. The appeal shall specify how the member believes the decision of the provost was arbitrary and capricious.
 - ii. Upon receipt of the appeal, a three-person panel shall be established, comprised of the Chair of the Board of Trustees' Educational and Faculty Affairs Committee, the Chair of the UQC and a Dean from a school within the University other than the one to which the member is currently assigned (the "Appeal Panel"). Within 10 days of the date of the Appeal, the Provost may submit a written reply.
 - iii. Within twenty (20) days of the date of the appeal, the Appeal Panel shall review the member's dossier together with any recommendations and replies submitted in connection with the review process.
 - iv. The Appeal Panel shall determine whether the recommendation of the Provost was arbitrary and capricious. If the Appeal Panel concludes that the determination of the Provost was arbitrary and capricious, it will explain the basis for its determination and refer the matter back to the Provost for a further determination whether or not to award the four-year contract consistent with the Appeal Panel's determination. The Provost shall render this further determination within 10 days of the date of the decision of the Appeal Panel. If the Appeal Panel concludes that the determination of the Provost was not arbitrary and capricious, the matter shall be deemed resolved, with no further right to appeal.

4. President Grants Tenure Candidacy or Tenure Against UQC Recommendation.

- a. If the President plans to grant tenure candidacy or tenure to a faculty member not positively recommended by the UQC, the COD and the SPC, they or their designee shall meet with the UQC by March 1. At this meeting, they or their designee shall give reasons for such action. If after this meeting, the Committee still disagrees with the President's plan, the Committee shall notify the President by March 10 and shall place in writing to the President or their designee its reasons for objection on or before three (3) working days before the President must notify the faculty member. If the President still wishes to continue a faculty member, grant tenure to a faculty member or promote a faculty member not in the recommended group, the President shall notify the Committee and the Association, and the dispute shall proceed to the Review Panel (see 7 below). In the event that the UQC did not consider the application in question pursuant to Article V, Section N.1, the SPC shall assume the role of the UQC for purposes of this paragraph.
- b. The President or their designee and the Chair of the UQC, or Chair of the SPC if the UQC has not considered the application pursuant to Article V, Section N.1, or the Chair's designee shall present the relevant arguments and information to the Review Panel. The proponent of the appeal has the burden to prove that the President's decision was not sufficiently grounded in fact. A closed ballot vote of 2-2 or better in favor of the President's action shall serve to sustain the President's decision. If a faculty member is continued or tenured from outside the recommended group and their status is still uncertain, the March 15 notice received by such faculty member shall state that their status is being reviewed and is subject to change.

5. President Does Not Grant Tenure Candidacy or Tenure.

- a. If a faculty member who has been recommended for tenure or tenure-candidate status by the UQC, or by the SPC if the UQC has not considered the application pursuant to Article V, Section N.1, but who is officially notified of non-renewal, or terminal contract, they may, within ten (10) days of receipt of such notice, request in writing the reasons for the decision. At the faculty member's request, the University may either schedule a conference at which the reasons will be discussed or provide the reasons in writing. In either case, the University shall provide the reasons for its decision within ten (10) days of receipt of the request. If the faculty member wishes to proceed further, they shall provide written notice to the Association and the President of the University within ten (10) days of receipt of the reasons. If the Association concurs with the faculty member, the Association may request a meeting with the President of the University or their designee. The Association's written request shall be submitted within five (5) days of the faculty member's notice to proceed. The President of the University or their designee shall then hold a meeting with the faculty

member and an Association representative within ten (10) days of the Association's request. If the matter is still in dispute, the Association may serve a written notice of intention to proceed to the Review Panel, provided it is served within five (5) working days of the meeting (see Section P below). The Panel shall decide whether the decision had no basis in fact. The burden of persuasion shall be on the faculty member or the Association representative. In the event the faculty member's case is sustained, the Panel shall restore the aggrieved faculty member to tenure-candidate status.

- b. A faculty member not recommended for renewal by the UQC, or by the SPC if the UQC has not considered the application pursuant to Article V, Section N.1, who receives a nonrenewal notice from the University, within ten (10) days of receipt of such notification, may request a conference be scheduled with either their Chair, Dean or the Provost. At this conference, which shall be held within ten (10) days of the receipt of the request, the faculty member shall receive reasons for their non-renewal in order to aid their professional growth. Neither the reasons set forth nor the manner in which they are set forth shall be subject to appeal.

6. Promotion.

- a. If the President plans to make a promotion to a faculty member not positively recommended by the UQC, the COD and the SPC, they or their designee shall meet with UQC by March 1 and at this meeting shall give their reasons for such action. If after this meeting, the Committee still disagrees with the President's plan, the Committee shall place in writing to the President its reasons for objection on or before March 15. If the President still wishes to promote a faculty member not in the recommended group, the President shall notify the Committee and the Association and, the dispute shall proceed to the Review Panel (see Paragraph 7 below). In the event that the UQC has not considered the application pursuant to Article V, Section N.1, the SPC shall assume the role of the UQC for purposes of this paragraph.
- b. The President or their designee and the Chair of the UQC, or the SPC if the UQC has not considered the application pursuant to Article V, Section N.1, or their designee shall present the relevant arguments and information to the Review Panel. The proponent of the appeal has the burden to prove that the President's decision was not sufficiently grounded in fact. A closed ballot vote of 2-2 or better in favor of the President's action shall serve to sustain the President's decision. If a faculty member is promoted from outside the recommended group and their status is still uncertain, the March 15 notice received by such faculty member shall state that their status is being reviewed and is subject to change.

- c. Any faculty member recommended by the UQC, or by the SPC if the UQC has not considered the application pursuant to Article V, Section N.1, for promotion, but denied promotion by the President of the University or their designee, shall receive written notice of such denial from the President or their designee on or before March 15. Written notification shall be provided by the Provost to the UQC, the SPC, the faculty member, the Chair, the Committee of the Department, and the Dean. Upon written request made within ten (10) days of notification, such faculty member shall receive in writing the reason for such denial from the President or their designee within ten (10) days of receipt by the University of such request.
7. Review Panel. The Review Panel as referred to in this article shall be a committee consisting of: one (1) faculty member designated by the Association; one (1) faculty member designated by the Chair of the Board of Trustees or their designee from a slate of four (4) names proposed by the Association; one (1) member of the Board of Trustees designated by the Chair of the Board or their designee; and one (1) member of the Board of Trustees designated by the Association from a slate of four (4) names proposed by the Chair of the Board or their designee. The respective slates of names shall be communicated to each party within five (5) working days of receipt of the appeal to the Review Panel and responded to within an additional five (5) working days. The Review Panel shall be constituted when necessary and shall serve only for the case at hand. A vote of three (3) members of the Panel shall control unless specifically stated otherwise. The vote of the Review Panel in all cases shall be by secret ballot.

P. Committee for Performance Review and Evaluation (CPRE)

1. When in the opinion of the Provost there is reason to believe that a tenured faculty member's professional performance is unsatisfactory the Provost shall consult with the Association and the faculty member. The faculty member shall be afforded an opportunity to respond to the concerns and offer any extenuating circumstances. The Provost may then establish a Committee for Performance Review and Evaluation ("CPRE") that will undertake a review and evaluation of that faculty member's performance. The Provost shall notify the Department Chair and the faculty member of this action in writing. The proceedings and recommendations of this Committee shall be confidential.
2. The composition of CPRE will be as follows: Dean (Chair without vote); the President of the Association or their designee (without vote); two tenured members of the Department (one to be chosen by the faculty member under review and one by the Provost); one tenured faculty member outside the Department but within the School and one outside the School (one of the two to be chosen by the faculty member under review and the other by the Provost); and the Chair of the School Personnel Committee. The four faculty members selected through this process shall not be biased as to the outcome of the CPRE.

3. The Committee shall meet with the Provost to delineate the areas of inquiry. The Committee's first objective is to confirm or disconfirm the alleged unsatisfactory performance. To this end, the Committee may review any materials or consult with any members of the University community.
4. In the event of confirmation of unsatisfactory performance, the Committee shall forward to the Provost its recommendations for action. Majority and minority reports may be submitted. If appropriate, the Committee will meet with the Provost to establish mutually satisfactory performance goals for the faculty member and to set a mutually satisfactory time limit for the attainment of these goals by the faculty member. The faculty member shall be consulted about both the review and evaluation and their scope before the performance goals are finally set forth in writing.
5. If the faculty member achieves the stated performance goals within the prescribed time period, the Committee shall so certify to the Provost.
6. If the faculty member has not met the stated performance goals within the prescribed time period, the Committee shall so certify to the Provost and shall recommend action to the Provost. The Provost shall then determine the appropriate action, which may include discipline, dismissal, or other appropriate sanction. If the Provost decides that the performance goals have not been met, and recommends dismissal of the faculty member, the procedures under Article VI of this Agreement shall be invoked.
7. The provisions of this section shall not be construed as a limitation upon the right of the President or his designee to proceed directly to and to use dismissal procedures as provided in this Agreement.

Q. Evaluation of Scholarship by External Faculty

1. Evaluation of scholarly work and the potential for scholarly development by external faculty will be provided to the Committee of the Department, Chair, SPC, Dean, UQC, and Provost by October 1. External evaluation reports of scholarship (one (1) for tenure candidacy, two (2) for tenure and/or promotion to full professor) serve to inform the above-mentioned committees and individuals. Such evaluations do not replace the internal review and recommendations. The external evaluator is to focus in their report on the significance of the candidate's work for the appropriate field of study or creative activity, and not on a recommendation of the candidate for tenure candidacy, tenure or promotion.
2. Procedure for selecting the external evaluator(s)
 - a. On or before June 1 of the academic year preceding the academic year of application, the candidate, Chair, and Dean shall meet to discuss and identify individuals to be asked to serve as the external evaluators. Generally, the evaluator shall be at or above the academic rank for which the candidate is applying. The candidate will bring three (3) copies of their

curriculum vitae fully listing scholarly works and activity for use by the candidate, Chair and Dean at the meeting.

- b. In cases of consideration of tenure or promotion, the candidate will suggest two (2) to four (4) names of potential external evaluators with whom the candidate, in their opinion, has no conflict of interest. Similarly, the Dean will suggest two (2) to four (4) names of potential external evaluators. In discussion with the candidate and Chair, the Dean will determine whether the candidate has a conflict of interest or appearance of a conflict of interest with any of the proposed external evaluators. In such cases, the individual will be discarded as a possible external evaluator. At this meeting on or before June 1, the candidate, Chair and Dean will establish a ranked pool of eligible external evaluators from the candidate's and the Dean's lists. The candidate has the right with cause to veto the name of a potential external evaluator.
- d. Once a ranked pool is established from the candidate's and the Dean's lists, the Dean will seek, in the order of the rankings, to select one (1) external evaluator from each list by July 1. The Dean, or their designee, will speak with the potential external evaluators and verify that they have no conflict of interest with the candidate. Once the external evaluators are selected, the Dean shall inform the candidate and the Chair.
- e. In the case of applications for tenure candidacy, the Dean shall select the external evaluator from a ranked list based on the suggestions of the candidate.
- f. Candidates applying for tenure candidacy, tenure and/or promotion shall provide the Dean with an electronic copy of the materials to be reviewed by the external evaluator no later than July 1.

3. Avoiding conflict of interest situations

- a. The external evaluator should have no conflict of interest (a "Conflict"), with the candidate. Conflict pertains to situations in which the external evaluator has a personal relationship or a professional relationship in which the evaluator would be in a position to derive personal benefit from the candidate's career. In determining whether a conflict exists under this section, the parties shall apply a reasonable person standard and in making the determination shall consider factors such as the nature of the relationship, the degree to which the relationship would be viewed by a reasonable person as being a conflict, the amount of time which has passed since the relationship in question, the availability of other qualified individuals to review the particular scholarship in question and other pertinent factors. The standards set forth in this section shall be applied with such factors in mind. In the event of a disagreement between the candidate, Chair and Dean as to whether a conflict exists, the Dean shall determine the

issue. The candidate may appeal the Dean's decision to the Provost who shall have the final determination. In any case where the parties determine that a potential conflict should not serve as a bar to the choice of a particular outside evaluator, the parties shall document their reasoning. Such documentation shall be filed with the Provost's Office. Once a determination is made under this section, that decision may not be challenged by any participant in the tenure and promotion process absent a showing of new evidence which was not included in the documentation filed with the Provost.

- b. Personal relationships include family, relatives, personal friends, former personal friends (as in more than a casual lunch or dinner), as opposed to a professional associate.
- c. Professional relationships that may involve a conflict of interest include
 - i. Co-authorships or co-editorships or co-creators of scholarly artifacts;
 - ii. Editors or series editors who have had a major role in evaluating the candidate's work for publication, including editors who have decided whether the candidate's work is to be published and have individually guided the candidate's revisions for publication. This does not include editors who have sent out the work for evaluation and have read the manuscript and the reader's reports;
 - iii. Writers of forwards or prefaces of published works. This does not include reviewers unconnected to the candidate or the publisher, for example, an independent reviewer whose work has been quoted as a "blurb" for the applicant's book;
 - iv. Paid consultants who are hired or recommended to be hired by the applicant or who have reviewed the candidate's work /department in some capacity;
 - v. A business associate or anyone who receives income from, or is employed by, an entity controlled by the candidate;
 - vi. Members of advocacy groups that have professional or personal relationships with the candidate or who promote what the candidate publishes on;
 - vii. Conference leaders or sponsors who have previously invited the candidate to make a presentation or lead a panel. This does not include co-presenters or co-chairs of a panel with whom the candidate has had no other personal or professional relationship;

- viii. Fellow graduate students and professors, former or current, of the candidate. This does not include such individuals with whom the candidate has had no personal or professional relationship;
 - ix. Faculty at the institution where the candidate is currently working for a degree. This does not include such individuals with whom the candidate has had no personal or professional relationship.
 - d. When the Dean, in accordance with the above procedures, chooses the external reviewer(s), they shall ask the candidate to sign a statement declaring that the candidate is not aware of any Conflict based upon the standards set forth in this section.
 - e. As good practice, the candidate should scrupulously avoid a Conflict with the external evaluator. In the event of questions, candidates are urged to seek the advice of the Office of the General Counsel before external evaluators are selected.
4. The requirements of this Section, shall apply to all full-time tenure-track faculty, including librarians as defined in Article IV, Section A. 2.

END OF ARTICLE

ARTICLE VI. DISCIPLINE FOR ADEQUATE CAUSE

This article provides the due process procedure for the discipline or dismissal for adequate cause of a tenured faculty member or of a faculty member whose term of appointment has not expired.

A. Adequate Cause. Adequate cause shall include one or more of the following:

1. Serious neglect of professional duty. A faculty member's willful or egregious failure to meet with their classes or to properly notify their Department Chair or dean of their absence (see Article IX, Section B, Paragraph 1(a)) constitute examples of serious neglect of professional duty. For the purposes of this article, egregious failure shall be defined as conduct which includes intentional misstatements, misleading statements or fraudulent misconduct wherein the faculty member misleads or deceives the administration to the detriment of their classes or creates a false light.
2. Professional misconduct including but not limited to misrepresentation of credentials, teaching, service or scholarship.
3. Intentional and substantial disruption of a function of the University. (This shall not apply to a lawful work stoppage not in violation of this Agreement.)
4. Conviction of a felony, high misdemeanor, or a misdemeanor involving moral turpitude.
5. Evidence of serious moral turpitude.
6. Malicious or irresponsible acts which directly and seriously threaten or subvert the rights and welfare of members of the University community or which obviously and seriously discredit the University.
7. Failure to comply with University policies prohibiting unlawful discrimination, harassment or unethical conduct, failure to participate in mandated training programs including programs offering training with respect to avoiding discriminatory, harassing or unethical conduct.

In no event shall charges under this Article be used to deny a faculty member's academic freedom. The University bears the burden of proving adequate cause.

B. Procedure. In the computation of time limits, University holidays and weekends shall not be counted.

1. Disciplinary Action by Provost

- a. Preliminary Investigations: If the Provost has reason to believe that adequate cause may exist for discipline or dismissal of a faculty member, the Provost shall assign an appropriate designee to conduct an investigation

and issue a report and recommendation based on the findings. The faculty member shall be notified of the initiation of the investigation and provided a copy of the findings and recommendation.

- b. It is intended that all matters under Section A of this Article of the Agreement shall be handled by the Provost. Any faculty member who desires to appeal a disciplinary action of the Provost shall do so under Article VII of this Agreement. Exception: faculty in the first year of their first two-year tenure-track, lecturer or specialist appointment may only appeal to the Provost under Article VII.D. Step 2, and the decision at that step shall be final.
- c. In any matter proceeding under this Article, the Provost shall serve a written complaint upon the faculty member with copies to the Association and the President of the University. With regard to allegations of faculty misrepresentation of credentials, teaching, service or scholarship, a faculty member making such a charge shall submit a letter of complaint to the Provost with a copy to the President of the Association. The Provost and the President of the Association or their designees shall jointly notify the faculty member charged of the complaint with a copy to the President of the University.
- d. The charges in the complaint shall be specific and shall summarize the grounds for each charge.
- e. All documentary evidence pertaining to the specific charges in the complaint that either party may use will be made available to the opposing party upon request.
- f. The Provost will, as soon as possible but no later than ten (10) working days after the service of the complaint, arrange a meeting with the faculty member and a representative of the Association for adjudication of the complaint and shall schedule future meetings such that a decision shall be made within sixty (60) days. If the faculty member is under review for tenure candidacy/ tenure/promotion, the review calendar will be stopped for that faculty member when the allegation is referred to the Provost and restored when the matter is resolved, if appropriate.
- g. At the meetings with the Provost under Section B.1.f of this Article, the faculty member may be represented by a representative of the Association and/or another person of their choice from the University community who is not acting in the capacity of an attorney.
- h. In cases of serious neglect of professional duty based upon missed classes (as defined in Paragraph A.1 above), the Department Chair, the School Dean or their representative shall present the complaint to the Provost. In cases of faculty misrepresentation of credentials, teaching, service or

scholarship, the complaining party shall present the charges to the Provost in person. The faculty member charged shall then make the response before the Provost.

- i. Upon completion of the meetings held under Section B.1.f of this Article, the Provost shall make a final determination in writing with regard to possible disciplinary action. Possible disciplinary action shall include dismissal or other appropriate sanction, ranging from a letter of censure to selected suspension of privileges (including but not limited to travel money, sabbaticals, release time for scholarship, or access to promotion) or loss of eligibility to receive a purchase of tenured faculty contract under Letter of Understanding #1 of this Agreement. The Provost shall recommend a period of time for any suspension of privileges. FAMCO recognizes the importance of University policy and particularly those policies requiring all members refrain from unlawful discriminatory, harassing and unethical conduct. In addition to corrective action provided in this Article, possible corrective action includes mandated counseling and training. The Provost's final decision shall be provided within ten (10) days of the conclusion of the meetings under Section B.1.f of this Article and shall include findings upon which the decision is based as well as the level of discipline and the timeframe for which the discipline is imposed.
- j. The Provost shall so notify the faculty member charged and the Association of their final decision.
- k. In matters involving alleged misrepresentation of faculty credentials, teaching, service or scholarship, the Provost will communicate the substance of their decision to the faculty member charged, the complainant, the Chair of the University Qualifications Committee, the Association, and the President of the University.
- l. If the Association is not satisfied with the decision of the Provost it may file a formal request for arbitration in accordance with the arbitration provisions of Article VII of this Agreement. (Note this provision does not apply where the faculty member at issue is in the first year of their first two-year tenure-track, lecturer or specialist appointment; in such circumstances, the decision of the Provost under Article VI.B.1.i. shall be final.) their

C. Suspension

1. Until the final decision has been reached on a disciplinary action(s), either as a result of a final decision by the Provost or a final decision by an arbitrator, or upon termination of an appointment which has not expired, the faculty member charged may, at the sole discretion of the Provost, continue in their regularly assigned duties, be suspended or assigned to other duties. Before suspending a faculty member, the Provost will inform the Association that the employee has been suspended and will temporarily be assigned to a paid leave of absence.

2. The employee will be entitled to their base salary and welfare benefits during the period of the paid leave of absence. Employee welfare benefits shall include any general employee benefits received by the employee prior to their assignment to the paid leave of absence as long as the employee continues to pay their portion of the associated premiums and/or employee contributions during the paid leave of absence. In the event the faculty member becomes eligible for disability benefits during the paid leave of absence, the faculty member's salary shall be reduced by the amount of disability benefits. In no event shall the employee's total salary plus disability benefits exceed one hundred percent of their base salary. A faculty member who becomes employed outside of the University during the paid leave of absence must notify the University of their additional employment and report their earnings to the University. The University will reduce the employee's base salary by the amount they are earning from the secondary employer. In no event shall the University be responsible for paying more than the net difference between the employee's base salary and supplementary disability benefits received and/or additional earnings from a secondary employer. The faculty member shall be entitled to maintain the use of their office space on campus during the time period of the suspension unless the faculty member has been banned from campus as part of the suspension or if the Provost determines that the office space is needed for use by another faculty member due to a shortage of available office space.
3. If the term of the suspension goes beyond seven months (210 days) from the date of the Provost's decision under Section B.1(j) above and the final decision regarding the disciplinary action calls for the termination of employment, the employee shall be required to repay to the University all salary received plus the University's cost of all benefits paid on behalf of the employee for the time period subsequent to the seven months (210 days) until the date of termination. Any delays in the proceedings caused by the University or the arbitrator, other than normal scheduling issues, shall extend the seven-month time period under this paragraph, for the time of any such delay(s), during which the faculty member shall continue to receive their salary and benefits.
4. All proceedings under Articles VI and VII of this Agreement shall proceed in the most expeditious manner possible with delays granted only by agreement by all parties or documented evidence of serious illness, personal crisis or other circumstances that would create an undue hardship if a delay were not granted. Nothing in this paragraph shall preclude an award of back pay to a faculty member whose salary is terminated under this paragraph if the final decision regarding the disciplinary action includes such an award. The award of back pay shall not exceed 100% of the employee's base salary, less any disability benefits and/or supplemental earnings from a secondary employer.
5. The rights and privileges of any faculty member suspended under this Article pending final resolution of a disciplinary action shall be as follows:

- a. The suspended faculty member shall not engage in any teaching activities, advising of students, independent studies, supervision of theses or any other related activities with students, including the advising of student organizations.
- b. The suspended faculty member shall not engage in any departmental, school or University service-related activities, including University-related activities with outside third parties.
- c. The suspended faculty member shall not be eligible to apply for or receive benefits under Article XI, Sections C, D, F or G of the Agreement.
- d. The suspended faculty member shall not be eligible to apply for or receive benefits under Article X, Section C of the Agreement.
- e. The suspended faculty member shall not be eligible to apply for or receive benefits under Article XII of the Agreement.
- f. The suspended faculty member shall not be eligible to apply for or receive benefits under Letter of Understanding #1 of the Agreement.
- g. A suspended faculty member may apply for a summer faculty fellowship under Article XI, Section E of the Agreement. If the suspended faculty member is awarded a summer faculty fellowship and is still in suspended status at the time of the award, the summer faculty fellowship award shall be postponed until the following academic year. Award of the summer faculty fellowship in the following academic year shall be contingent upon the suspended faculty member's reinstatement in good standing. In no event shall this subsection serve to increase or decrease the number of summer faculty fellowships awarded each academic year.
- h. The Provost shall stop the tenure clock for any suspended faculty member during the time period of their suspension.
- i. In the case of any suspended faculty member actively engaged in a voluntary professional development program under Article XI Section H of this Agreement, the clock shall be stopped during the time period of their suspension. In the event of the suspended faculty member's reinstatement in good standing, the faculty member shall have the option of restarting the clock without an extension of time or to have the time period for completion of the voluntary professional development program extended by the length of the suspension period.

D. Departmental Policies on Missing Classes. Departments shall develop policies to control the missing of classes and policies to cover missed classes. Departments shall have a standing committee to oversee these policies and develop case-by-case responses to potential policy violations. Should a department committee be unable to develop or enforce a response, the case shall be referred to the Provost. Should a department committee act

inappropriately or fail to act on a timely basis, the School Dean shall have the option of contacting the Provost to initiate disciplinary action.

- E. False Complaints. Faculty members must recognize that a charge of misrepresentation is one of the most serious complaints that can be made by one faculty member against another. Such a charge should be made only if the matter is significant and of a serious nature. A faculty member who makes a deliberately false complaint that another faculty member has misrepresented their credentials, teaching, service or scholarship, may be brought to the Provost for adjudication and the Provost may recommend disciplinary actions such as those outlined in Article VI, Section B, Paragraph 1(h).
- F. Conflict of Interest. In matters where the Provost has a conflict of interest, the Vice President and General Counsel may appoint a designee to act in their place for that matter under this Article.

END OF ARTICLE

ARTICLE VII. GRIEVANCE AND ARBITRATION

A. Definitions.

1. A grievance is a claim by a faculty member or by the Association that there has been a breach, misinterpretation, or misapplication of a specific provision of this Agreement.
2. A grievant is any employee that is recognized in Article I, Sections B and C of this Agreement, when read in conjunction with each other, as being in the Unit covered by this Agreement. An individual's status under this paragraph shall be determined as of the date(s) that the action(s) which form the basis of the grievance took place.

B. Purpose. The purpose of this procedure is to provide the sole exclusive method for the prompt resolution of grievances arising under this Agreement, except as otherwise specified in this Agreement. Nothing contained herein shall be construed as limiting the right or propriety of a faculty member to discuss matters informally with any appropriate member of the University community.

C. Procedural Regulations

1. A grievance shall be processed as rapidly as possible within the time limits specified. The time limits may be extended by mutual agreement between the parties to this Agreement. In the computation of time limits, University holidays and weekends shall not be counted. Should a grievance be filed after April 1 of any academic year, the time limits shall be reduced where practical in an attempt to provide for full processing of said grievance prior to June 1.
2. The grievant may withdraw the grievance at any level, provided the grievant gives written notice to the parties to this Agreement. If so withdrawn, the specific grievance shall not be presented again by the grievant. However, if the grievance involves a group of faculty members the Association may choose to proceed without the individual grievant provided that other faculty members involved sign the grievance.
3. The Association shall have an Association Grievance Committee whose membership shall be made known to the University by September 15 of each year through written communication.

D. Grievance Steps

Step 1: The aggrieved faculty member shall first informally discuss the grievance with the administrator who is the subject of the grievance within thirty (30) days from the occurrence of the act or omission which is the subject of the grievance. The grievant may at this time be accompanied by an Association Representative who will serve as witness and note taker. The administrator, by agreement of the parties, may have another administrator present at the meeting as a witness. If the grievant is not satisfied with the informal resolution, the grievance may proceed to Step 2.

Step 2: The grievant shall prepare the grievance in writing and present it formally to the appropriate administrator within ten (10) days from the conclusion of Step 1. The grievance shall be signed by the grievant and shall set forth a brief statement of the facts upon which the grievance is based and the provision or provisions of this Agreement alleged to be involved and the relief sought.

The appropriate administrator is that person one administrative level above the administrator who is the subject of the grievance. If the subject of the grievance is the Provost, the President or their designee (who is not a subordinate of the Provost) will serve as the appropriate administrator. Copies of the grievance shall be provided to the Association.

The appropriate administrator shall meet with the grievant and/or an Association representative within ten (10) days after the receipt of the written grievance provided that the grievant or the Association has made a timely written request for such a meeting. The appropriate administrator shall provide the grievant a written reply within ten (10) days after such meeting (or the receipt of the grievance if no meeting is requested). Copies of the reply shall be provided the Association.

Step 3: If the grievant is not satisfied with the disposition of the grievance at Step 2 a written appeal may be made to the School Personnel Committee within ten (10) days of the Step 2 reply. Concurrently, copies of the appeal shall be provided to the administrator who is the subject of the grievance and to the Association.

Upon receipt of the written appeal, the School Personnel Committee shall recommend action to the appropriate administrator within ten (10) days. Copies of the recommendation of the School Personnel Committee shall be provided to the Association. The appropriate administrator, in consultation with the President and Provost (except where the Provost is the subject of the grievance), shall make the final decision within ten (10) days after receiving the recommendation of the School Personnel Committee. Copies of administration's response shall be provided to the Association.

If the Association and the University mutually agree that it is inappropriate for the grievance to be processed through the School Personnel Committee (Step 3), then the Association shall so declare in writing to the appropriate Administrator. The Association shall have thirty (30) days from the answer of Step 2 in such cases to proceed directly from Step 2 to Step 4.

Step 4: If the grievant is not satisfied with the disposition of the grievance at Step 3 and if the matter is one which may be submitted to arbitration according to the terms of this Agreement, the grievant may request the Grievance Committee of the Association to take the matter to arbitration as described below.

The Association shall within ten (10) working days after the date of the answer of Step 3 of the appropriate administrator notify the President or President's designee in writing of its intent to proceed to arbitration, and seek a list of arbitrators from the American Arbitration Association. In such notice, the Association shall specify the issue it proposes

to submit to arbitration and shall note that only arbitrators who have experience in the academic community shall be proposed. (See F below) The arbitrator shall be selected using the alternate strike method. Should the parties not agree on the last remaining arbitrator, the parties agree to request additional arbitrators through the AAA. The right to request arbitration shall reside in the Association.

E. Arbitration

1. The arbitrator shall not have jurisdiction to amend, add to, or subtract from the terms and provisions of this Agreement in any way.
2. Only the following matters shall be subject for arbitration
 - a. An alleged breach by the University administration of its salary agreement with a faculty member.
 - b. An alleged breach by the University administration of its obligation under this Agreement to provide the benefits set forth in Article X of this Agreement.
 - c. An alleged substantial and material breach of this contract by the University administration which results in the non-continuance of a faculty member. (This provision shall not be used to review any action of the Review Panel and it shall not be used as a substitute for other procedures contained in this Agreement.)
 - d. Matters submitted for arbitration in accordance with the provisions of Article VI (Dismissal).
 - e. The question of whether financial exigency has been demonstrated in matters involving the nonrenewal of tenured faculty members.
 - f. Decisions by the appropriate administrator which reverse the recommendation of the School Personnel Committee, in D., Grievance Steps, Step 3.
3. The cost of the arbitrator shall be borne equally by the parties. The arbitrator's decision shall be final and binding on the grievant, the University, and the Association.

F. Any arbitrator assigned to handle a case at Monmouth University shall have the following qualifications, any of which may be waived by mutual agreement of the parties.

1. They shall have had some experience in and be thoroughly knowledgeable of the academic community.
2. They shall hold the earned doctorate or its equivalent if they are in a field in which the earned doctorate is not considered the terminal degree, or hold the L.L.B. (J.D.).

G. Mediation of Disputes

1. Scope. In order to resolve minor disputes and interpretations of this Agreement, a number of individuals shall be appointed as ombudspersons, in accordance with the provisions of this section, to serve as mediators, facilitators and advisors to assist in the resolution of minor disputes between faculty members or between a faculty member(s) and a member of the University administration. Either the Faculty Association or the University administration has the authority to direct that a particular issue involving a potential violation of this Agreement should proceed through the grievance process set forth in this Agreement in Article VII, Section D, rather than through this mediation process.
2. Appointment of Ombudspersons.
 - a. The ombudspersons shall be jointly appointed by the Provost and the President of the Faculty Association on an as needed basis.
 - b. In making the selections, the parties shall consider individuals who are familiar with the Agreement between the Faculty Association and the University and, if possible, have formal training or general experience in mediation.
 - c. There shall be no limit on the number of times any individual may serve as an ombudsperson.
3. Authority of Ombudspersons. The ombudspersons shall have the following authority
 - a. to attempt to amicably resolve the dispute through individual and/or joint meetings with the parties;
 - b. to gather information by any legal means for the purpose of attempting to resolve the dispute;
 - c. to make suggestions to the parties with regard to a resolution of the dispute, but in no event shall the ombudspersons have the authority to impose a resolution against any party nor shall the ombudspersons suggest a resolution that would constitute a violation of this Agreement.
4. Selection of Ombudsperson. The selection of an individual ombudsperson to handle a dispute shall be made in the following fashion
 - a. Upon agreement by all parties to a dispute that the mediation process set forth in this section should be used, they shall notify the Grievance Officer of the Faculty Association of their desire to use the mediation process. Upon determination by the Grievance Officer of the Faculty Association that the dispute is appropriate for the mediation process set forth in this section, the Grievance Officer shall notify the Provost and the President of the Faculty

Association of the need for an ombudsperson. Once chosen, the Grievance Officer shall notify the parties of the ombudsperson who shall be assigned to handle their dispute and shall provide the ombudsperson assigned to the dispute with the names of the disputants and their written submissions.

- b. The assigned ombudsperson shall then contact each disputant to commence the mediation process.
5. Timetable. The ombudsperson shall have thirty (30) days from the assignment of the dispute by the Grievance Officer to attempt to reach a mutually acceptable solution to all parties involved in the dispute. If the ombudsperson is unable to achieve a mutually acceptable solution to the dispute at the end of the thirty (30) day period, the ombudsperson shall so notify the Grievance Officer of the Faculty Association. All parties to a dispute shall cooperate with the assigned ombudsperson in responding to requests for information and attending meetings in an effort to reach a resolution.
6. Non-binding. At any point in the process, including at its conclusion, faculty participants may elect to withdraw from the mediation or file a grievance under this article of the Agreement as well as pursue any other internal or external legal remedies. Any grievance filed under this Agreement subsequent to an unsuccessful mediation effort under this section shall commence at the Step 2 level as set forth in this article.
7. Payment of Ombudspersons. Faculty members serving as ombudspersons shall be paid for their services by the Faculty Association at a rate not to exceed \$50 per hour. The Faculty Association may utilize the Representation and Negotiation Fund set forth in Article XIII of this Agreement for the purposes of making payments to faculty ombudspersons.

END OF ARTICLE

ARTICLE VIII. FACULTY REDUCTIONS

- A. It is acknowledged that the Board of Trustees has final fiscal responsibility for Monmouth University. This article is intended to provide an orderly and fair procedure for the release of tenured faculty members on the basis of financial exigency.
- B. Procedure
 - 1. If the Provost believes that a state of Financial Exigency may exist, the Provost shall consult with an ad hoc Financial Exigency Committee composed of the President of the Association or their designee, the Chair of the Faculty Council or their designee, one other member of the Faculty Association chosen by the President of the Association, one other member of Faculty Council chosen by its Chair, and any other members that the Provost may designate. This committee is charged with making a written public recommendation to the Provost of whether or not a condition of Financial Exigency should be declared by the Provost. All members of the ad hoc committee will have access to the following information:
 - a. At least five years of audited financial statements, current and following-year budgets, and detailed cash-flow estimates for future years;
 - b. Detailed Program, Department, Administrative and other non-academic unit budgets.
 - 2. After the ad hoc committee makes its written public recommendation, the Provost will decide whether or not Financial Exigency exists and publicly announce it.
 - 3. If the Provost declares Financial Exigency, a new ad hoc Committee for the Implementation of Financial Exigency will be convened to make recommendations about the specifics of the termination program with the least possible disruption to the educational mission of the university. This committee will consist of five (5) tenured faculty, two of whom are chosen by the Faculty Association, two of whom are appointed by the Provost, and one of who is appointed by Faculty Council. This is based on the principle that Faculty should have the primary role for recommendations in this area. The Provost will have final responsibility for determining the specifics for the implementation, subject to following criteria and principles.
 - a. In determining faculty reductions, the following criteria and principles shall be adhered to:
 - b. In any department, other than where a faculty member is the only person with the requisite qualifications to teach the courses to be offered, reductions will occur in the following order: overload assignments will be reduced prior to the release of part-time faculty, who will be released prior to the release of non-tenure track faculty, who will be released prior to the release of non-tenured tenure-track faculty, who will be released prior to the release of tenured faculty.

- c. Tenured faculty members shall not be reduced without strict consideration of the following criteria, in this order of priority: (1) ability to teach with distinction the courses to be offered henceforth; (2) rank; (3) years of teaching service to Monmouth University; (4) scholarship or other professional achievement.
 - d. Faculty members in a program being considered for discontinuance because of financial exigency will promptly be informed of this activity in writing and provided at least thirty days in which to respond to it.
 - e. Faculty reductions shall be made from among faculty members teaching the same or similar courses in the department or program where the reduction is to occur. Reductions shall be consistent with the educational mission of the department or program involved, and shall clearly conform to the needs of the students, the department, and the University. Tenured faculty members who are reduced shall be given the first priority for any vacant administrative or teaching position (in another department) which will be filled for which the faculty member has the requisite qualifications.
4. Following notification (Paragraph B.3.d. above) and after consultation with appropriate personnel, the Provost shall notify any affected faculty member within thirty (30) days through a letter and an email and simultaneous notification of the union. This notification shall include a written report setting forth a full explanation of the action. The release shall be effective one year from the date of the written notification to the faculty member; provided, however, that if the one-year notice period expires during the course of a fall or spring semester, the faculty member shall be allowed to complete that semester.
 5. If a tenured faculty member who is reduced because of financial exigency disputes the bona fides of such financial exigency and its application to the individual, they may file a written notice of appeal with the Provost, and the Association within ten (10) working days. The matter shall then proceed to the review panel as provided for in Article V, Section O.7. The Panel shall decide whether the financial exigency was, and its application to the individual is, demonstrably bona fide. If the Association and the tenured faculty member wish to appeal the Panel's decision, written notice of intent to proceed to arbitration shall be served within the time and in accordance with the procedures set forth in Article VII, Section D, Step 4.
 6. A tenured faculty member who is reduced because of financial exigency and who is not employed or offered employment elsewhere in the University shall place in writing with the Provost within ten (10) working days their request to be treated either according to A. or according to b. below.
 - a. Should the department, program or course of study from which the tenured faculty member has been released subsequently require a full-time appointment within a period of two (2) years from the June 30 date of release, such released faculty member shall be offered reappointment. The

Provost shall mail a certified return receipt letter of intent to reinstate (with the usual information accompanying an appointment letter) to the faculty member at their address on the University records. The former faculty member shall advise in writing of their acceptance of the position within ten (10) days of the date of the appointment letter. If the faculty member accepts the position, they shall be reinstated to their former status, with all rights and privileges accorded to faculty. Prior to the letter of intent, the University shall not employ a full-time faculty member replacement to perform the teaching and other duties performed by a released faculty member.

- b. A tenured faculty member so notified of release who has had ten or more years of full-time service at Monmouth University, shall, on completion of service be provided severance pay in the amount of 125% of their base salary in that last year of service to the University payable in twelve monthly installments beginning on the first regularly scheduled payroll following the last day worked. A tenured faculty member with nine or fewer years shall be treated similarly but shall receive only 100% of their base salary.
- 7. For a non-tenured tenure-track faculty member who is release due to financial exigency, their current contract will be final and they may complete the time remaining in the current contract: if that faculty member has fewer than three semesters remaining in their contract, the member will receive a one semester final extension; and if that member has less than 9 months remaining in their contract, the faculty member will receive a two semester final extension of that contract.
- 8. A tenured faculty member who is reduced because of financial exigency and who is not employed or offered employment elsewhere in the University shall place in writing with the Provost within ten (10) working days their request to be treated either according to a. or according to b. below.
 - a. Should the department, program or course of study from which the tenured faculty member has been released subsequently require a full-time appointment within a period of two (2) years from the June 30 date of release, such released faculty member shall be offered reappointment. The Provost shall mail a certified return receipt letter of intent to reinstate (with the usual information accompanying an appointment letter) to the faculty member at their address on the University records. The former faculty member shall advise in writing of their acceptance of the position within ten (10) days of the date of the appointment letter. If the faculty member accepts the position, they shall be reinstated to their former status, with all rights and privileges accorded faculty. Prior to the letter of intent, the University shall not employ a full-time faculty member replacement to perform the teaching and other duties performed by a released faculty member.

END OF ARTICLE

ARTICLE IX. TEACHING LOAD, SCHEDULING AND OTHER WORKING CONDITIONS

A.

1. **General.** It is recognized that mutual benefits accrue from a continual improvement of the University as an institution of higher learning and that each faculty member's primary professional responsibility is to Monmouth University and the University community. It is recognized that Monmouth University's claim to being a teaching institution is based on the ability of its faculty to set standards and requirements deemed appropriate for individual disciplines, to be professionally and academically current in the discipline in which a faculty member teaches, and to respond to the individual educational needs of its students. In a teaching institution the educational needs of students take precedence over other faculty obligations, activities, and professional opportunities, both individually and within departments and programs. These principles should govern the faculty's relation to students and the determination of teaching loads and other working conditions.
2. **Learning Management System Access.**
 - a. Written permission of the faculty member must be obtained before anyone enters a learning management system course for any online, hybrid or face-to-face course for any purpose, other than as is provided herein. The Provost may grant a request by a Department Chair or Dean for access without the written approval of the faculty member when the Provost deems appropriate, and necessary and warranted by compelling circumstances, and shall advise the faculty member and the Faculty Association as soon as the Provost deems reasonable, but within ten (10) working days of accessing the learning management system. Permission for access to the course for purpose of technical support by Information Management may be given orally. Otherwise, the University will not access or facilitate access by others, including information management, except in accordance with course observation procedures set forth in Article V.
 - b. For the purpose of classroom observations by Chairs, Deans and peers, access to hybrid or online courses may only be granted to observers/evaluators for a period of five (5) business days, and in "student" (not "instructor") mode/view only.

B. Teaching at Monmouth University

1. The word "teaching" is construed to encompass the following activities and responsibilities, and to mean that faculty should:
 - a. Meet classes as regularly scheduled for the duration of the semester, including the final examination period. (Any changes or substitutions in the faculty member's schedule, as warranted by exceptional circumstances and construed as not compromising the integrity of the course, shall be

permitted only with the approval of the Department Chair and School Dean).

- b. Instruct and evaluate all students assigned to them, and give students timely notifications of their progress, including midterm grades.
- c. Participate as appropriate in the University's systematic assessment of student learning as a means of monitoring, supporting, and continuously improving student performance and the academic quality of programs (undergraduate and graduate). Participation is seen as a mechanism through which faculty are encouraged to work together, to share their knowledge and judgments to determine suitable criteria which have an impact on learning and its delivery as well as the improvement of teaching and program effectiveness. The creation of learner outcomes and their assessment shall be an ongoing responsibility of faculty reflecting a balance between individual academic freedom and disciplinary, departmental, and university interests. The process should be for improving teaching and learning rather than becoming a process whose interest is only regulatory compliance. Faculty who lead and coordinate program, department, school, or university efforts to gather, analyze, and report the outcomes of student learning, or who otherwise suitably contribute to the University's efforts in assessing student learning as demonstrated by that faculty member, will be considered as rendering substantial University service (equivalent to serving on a major faculty committee). It is also recognized that significant scholarship activity may result from these activities that individual faculty members can include as part of their application for promotion and tenure or scholarship review as long as these meet appropriate criteria.
- d. Utilize the learning management system (eCampus) provided by the University for the provision of on-line and hybrid courses. 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. Faculty are also encouraged to learn about and utilize the additional features and functionality of the eCampus system.
- e. Be concerned to arouse and stimulate intellectual curiosity in their students.
- f. Post a preliminary syllabus for each course on eCampus preferably one week prior to the start of class but no later than the day before the start of the class with a hard copy provided at the first in-class meeting detailing such things as assigned texts, course objectives, standards of evaluation, a schedule of tests, and supplementary assignments, with a copy to the appropriate Department Chair and School Dean. Faculty will make every effort to adhere to their course syllabi and will inform students in a timely

and fair fashion whenever there are necessary modifications. Faculty members shall work cooperatively with the appropriate departments at the University (e.g., Bookstore, Registrar) to make available on a timely basis assigned textbook(s) and related information for students registered for their courses in compliance with State and/or Federal laws.

- g. Provide students with standing in-person office hours (at least one hour per week per course up to a maximum of three (3) hours) in no less than thirty (30) minute increments, whereby the faculty member will be present in their office for an in-person meeting, or hours by appointment. Courses taught fully on-line shall not require a corresponding in-person office hour; however faculty must have on-line office hours in which they are available to students. The faculty member shall also be available by telephone or email, and shall respond to student communications in a timely manner. Generally, it is expected that the response time shall not exceed 48 hours during the week and 72 hours over the weekend. The faculty member shall make every attempt to make him/herself available at the student's request for an in-person meeting at the mutual convenience of the student and faculty member. The faculty member shall also provide in the course syllabus a record of their office hours, email/telephone contact information, and procedures to be followed if a student requests a meeting outside of set hours, as well as provide such information to the Department Chair and department secretary at the beginning of each semester. Upon completion of the first three weeks of the fall and spring semesters, the initial regular schedule of in-person office hours set forth in a faculty member's course syllabus may be modified as to day and time, in order to establish a new regular schedule of in-person office hours, upon no less than one week's written notice, including email notice, to the faculty member's students.
- h. Help students to define and deal with problems connected with either subject matter or concerns typical of college students, and refer students, as necessary, to University offices dealing with personal, academic, psychological and career counseling.
- i. Be willing to meet student needs and program enrollment and, when considered necessary, to teach in an experimental setting with others in interdisciplinary courses, and to offer courses at locations other than at the University's West Long Branch campus or through distance learning, at times mutually convenient for students and faculty.
- j. Actively pursue scholarship, professional growth, and keep abreast in the fields of faculty interest and teaching expertise.
- k. Be receptive to participation in activities which extend and enhance materials covered in class, such as plays, concerts, field trips, public lectures, and art exhibits.

- l. Encourage students and colleagues to evaluate their teaching effectiveness through mutually agreeable methods such as questionnaires or class observations, with a view to adopting new approaches when proven successful.
 - m. Strive for professionalism and objectivity in relationships with students and colleagues, and strive to avoid conflicts of interest. (For guidance on the latter point see the University's policy on [Conflicts of Interest](#)).
2. Student Questionnaires
 - a. Student questionnaires are set forth as a means to provide information about the teaching and learning process and as feedback to help improve effectiveness with which faculty members carry out their responsibilities. They will be used for the improvement of course content and presentation, for the enhancement of teaching and learning, and as one among various factors for personnel decisions such as continuance, tenure, and promotion. By themselves, student questionnaires shall not be used to initiate disciplinary action against a faculty member.
 - b. In an effort to ensure continuous improvement in teaching at Monmouth University, all courses will be available for student questionnaires through the IDEA Student Ratings of Instruction ("IDEA SRI") beginning in the fall semester of 2021. The capability for administrators to see the results will be limited by the following:
 - i. In any given semester that a faculty member is required to make questionnaire results available to their Chair and Dean, the faculty member can choose to exclude one (1) course from the report. The faculty member must indicate which course they are choosing to exclude prior to the administration of the questionnaires.
 - ii. Faculty who are awarded tenure need not disclose questionnaire results in the year after being awarded tenure or in alternate years thereafter.
 - iii. Lecturers and specialists need not disclose the results of their questionnaires in the third and fourth years of their four-year contract.
 - c. The University shall provide annual training opportunities on IDEA SRI for all faculty.
3. It is agreed that excessive class sizes should be avoided, in keeping with Monmouth University's tradition of faculty attention to student learning and needs. No changes in class size shall be made without the express approval of the Provost in consultation with the department in question and the appropriate School Dean.

4. Each department shall propose course schedules that address student enrollment needs on- and off-campus. Full-time faculty shall be given the opportunity to actively participate in creating their proposed schedules and will be informed of the Department's proposed course schedules before it is sent to the Dean. Final decisions on course schedules at the Department level shall rest with the Department Chair. The schedules of the department shall be coordinated with those of other departments to facilitate the scheduling of student programs and have the approval of the School Dean. Changes required due to unanticipated events will be fair and equitable. All schedules and assignments require final approval by the Provost before implementation. The requirements set forth in Section D.8 below shall not be used in a punitive manner in the scheduling of courses for faculty members.
 - a. In the event that a full-time faculty member's fall or spring semester schedule is changed by the University within two weeks of the start of the semester requiring a change in a course to be taught for that semester:
 - i. The faculty member may be assigned to teach a section of a class they have taught previously, or they may elect to teach a class within their discipline they have not previously taught upon the consent of the Dean and the Chair, if such a class is already scheduled and is unassigned or assigned to an adjunct instructor or administrator.
 - ii. If no such assignment is feasible, the faculty member affected by this situation shall teach one fewer class for the semester. This reduced assignment will be made up through load balancing or banked credits within the next calendar year to include summer classes.
5. The teaching assignment of a faculty member shall not require more than three (three-credit) course preparations or the equivalent in any semester except: 1) where otherwise mutually agreed upon by the faculty member and the administration; 2) when the faculty member accepts and receives an overload assignment; 3) where prevailing practice is otherwise. All course preparations for different sections of the same course during a semester shall be deemed a single course preparation.
6. Any change in the class frame schedule shall be with the concurrence of the Association. The Association's concurrence will be sought after the faculty's legislative process is completed.
7. Faculty members whose teaching assignment includes evening classes shall not be scheduled for first period classes on the morning following such evening classes without the written consent of the faculty members so assigned. Faculty members with classes in the last evening period, i.e., until 10:20 P.M., shall not be scheduled for classes before 10:00 A.M. on the morning following such evening classes without the written consent of the faculty members so assigned.

8. Faculty members will not be required to accept any teaching assignments or reassignments that they do not feel academically qualified to teach, without the opportunity to prepare to teach such courses. They shall so state in writing to the Department Chair and give specific reasons. Faculty are generally expected to teach more than one course per semester (i.e., faculty schedules of multiple sections of only one course are to be avoided, unless they are agreeable to the faculty member, Department Chair, and School Dean).
9. Bargaining unit members will be given first consideration over part-time faculty for teaching overload and summer session courses, provided that the faculty member is qualified to teach the course offered. No full-time faculty member will be allowed to teach a second or additional summer course if there are other qualified full-time faculty in the department who wish to teach a summer course. Overloads and summer assignments to faculty shall be recommended by a departmentally agreed upon process, approved by the Chair, School Dean, and Provost.
10. Summer Session - Normally, the maximum summer load assignment shall not exceed twelve (12) credit hours or load hours. Normally, summer teaching assignments for faculty members will be made by the Department Chair as per Article X, Section, E, with the approval of the Dean in consultation with the Provost. (Also see Letter of Understanding #4) Exceptions to the maximum summer load assignment, as noted above, must be applied for in writing and approved by the Provost.
11. Teaching Load
 - a. The standard academic year teaching load for tenure-track and tenured faculty shall be eighteen (18) credit hours or load hours. The standard academic year teaching load for instructors, lecturers, specialist professors and senior lecturer/specialist professors shall be twenty-four (24) credit hours or loads hours. Load balancing in an academic year shall not require the faculty member to carry more than fifteen (15) credit or load hours in any one semester.
 - b. All teaching loads beyond the standards set forth in Section B.11(a) in an academic year are overloads. Overloads of three or more credits shall be subject to the approval of the Provost and agreement of the faculty member. Full-time faculty members shall not teach more than 6 credit hours per semester in addition to the faculty member's standard load either at other institutions or at a combination of Monmouth and other institutions. Exceptions will be granted by the Provost only in extraordinary cases and for cause. See Article IX, Section E, Paragraphs 7(b) and 7(d) regarding teaching at other institutions and Article X, Section D for overload compensation.

- i. Tenure-track faculty should teach a course overload, of three (3) or more credits, only when required due to an emergency situation or other extraordinary circumstances.
 - ii. Faculty who receive a terminal three-year contract at tenure candidacy may not teach an overload.
 - iii. Faculty (excluding librarians) who hold appointment on the graduate faculty, are on the standard teaching load, or have a discretionary load reduction will only be granted approval to teach overloads of three or more credits in extraordinary cases and for cause.
- c. Faculty whose normal teaching load is six (6) hours or less per semester (endowed or sponsored Chairs) shall not be eligible for an additional course reduction should they hold ex-officio appointment on the graduate faculty. It is understood that this provision does not preclude other reductions for such faculty as may be appropriate (such as for administrative assignment).
- d. In order that tenure-track and tenured librarians may have time to produce scholarship and at the same time provide continuous and regular staffing coverage necessary for the library, the following schedule will be established. Tenure-track and tenured Librarians may choose to work 4.5 fewer hours per week in order to devote themselves to scholarship and receive 1.5 credits of overload payment for each semester. In the summers, tenure-track and tenured librarians will continue to devote 4.5 hours per week to scholarship and will receive 2/9 of three (3) credits of overload compensation each summer in recognition of their working eleven (11), instead of ten (10), months per year. In conjunction with the University Librarian, these 4.5-hour increments can be scheduled flexibly and, where possible, aggregated to permit usage in 7.25 hour increments provided the other scheduling needs of the library are met. For example, a Librarian under this paragraph would apply 18 hours toward scholarship in a four week period. That Librarian may have two 7.25 hour days devoted to scholarship scheduled by the University Librarian during this period, with a balance of 3.5 hours to be applied in a subsequent week. Tenure-track and tenured librarians will be subject to the same scholarship review process as other faculty. The scheduling of scholarship time under this section shall be coordinated and approved by the University Librarian. Non tenure-track librarians shall not be eligible for the benefits listed in this paragraph.
- e. In courses for which the credit and the scheduled contact hours differ, such as laboratories, studios, etc., the load hour for such a course is the average of the credits and the scheduled contact hours. Scheduled contact hours are defined as the scheduled time spent by the faculty member in the classroom or the laboratory or the studio or combinations of these.

- f. Present practices with regard to load-balancing, coaching, and student teaching shall be continued. An up-to-date record of the mode by which such practices are computed shall be maintained by the Provost.
 - i. Present practices with respect to the determination of load hours shall be maintained unless otherwise determined among the faculty member, the Department Chair, the School Dean and the Provost.
 - ii. The Provost shall maintain an up-to-date record of the mode by which the load hours for any course is calculated.
 - iii. The Provost shall, by the middle of each semester, indicate in writing to the President of FAMCO those positions which carry credit-hour status or stipends and indicate those faculty occupying those positions.
- g. Faculty members are encouraged to develop new courses to meet bona fide needs of the student body and in response to changing emphasis in disciplines. When a course is offered for the first time, some consideration in the faculty member's load may be made. The faculty member may request such consideration, which must be recommended by the Department Chair to the School Dean, who shall make the final determination and decision.
- h. For courses which are assigned load hours in excess of the credit hours attached to such courses (for example, a 3 credit course that carries 4 load hours for the faculty member), faculty teaching sections of such courses which have student enrollments at or below 35% of capacity may be offered by the Provost alternative load hour compensation for teaching such courses. The Provost in making such an offer, shall consult with the faculty member assigned to teach the course, the Department Chair and the school Dean and shall consider such factors as the nature of the course, the amount of time necessary to teach the course, the extent to which the time necessary to teach the course is impacted by the number of students enrolled in the course, and other appropriate factors. The Provost shall communicate the possibility of such an offer to the faculty member no later than two weeks prior to the start of the semester and unless there are extenuating circumstances a decision will be made no later than one week prior to the start of the first class meeting. In the event that the faculty member declines the offer made by the Provost, the faculty member shall be assigned to teach a different course if possible.
- i. Courses designed as team-taught courses shall have the faculty load hours determined during the traditional university-wide course approval process with the rationale for the load demonstrated at the time of approval. The decision to offer such courses in any semester shall be at the discretion of the Provost. If the course is taught in a “tag-team” style, then the load shall be split accordingly. For example, if two faculty members each teach half

of a three-credit course, then each faculty member shall receive 1.5 credits toward their credit load. If the course is taught in a “fully-integrated” style, then each faculty member will receive the same credit for the course as if they were teaching the course individually. A fully-integrated style of team-teaching requires that the course is collaboratively designed, taught, and graded, and both instructors attend and participate in nearly all class meetings. Team-taught courses that were not approved through the traditional university-wide course approval process by June 30, 2021 shall be reviewed by the Chair, the Dean and the Provost, and if approved as designated, have their faculty load assignments added to the course description and approved no later than December 31, 2019 prior to the academic year in which the course will be taught. Any stipend paid in connection with the course would be split by the team teachers. Faculty shall not be eligible for more than one fully-integrated style team-taught course per academic year absent extenuating circumstances, as determined by the Provost (This paragraph shall be effective 7/1/2021 and fully expires 6/30/2024).

C. Scholarship at Monmouth University

1. In Article V, scholarship is “construed broadly to mean enrichment of teaching as well as research, publication, and artistic creativity/creations and performance, and other forms of creativity.” The two tests of all such “scholarship” are: (1) availability of public documents or artifacts by which it can be judged, and (2) peer review by qualified professionals beyond the university campus.
2. The definition of scholarship is broad, in keeping with the Ernest L. Boyer classification of scholarship. At Monmouth University, work that meets the definition of peer-reviewed scholarship in the areas of discovery, integration, engagement and teaching shall be deemed to be equivalent, unless professional accreditation standards for the discipline or Department and/or School statements on scholarship expectations approved pursuant to the provisions of this Agreement stipulate otherwise. Judgment must be exercised in all cases by departments or schools guided by standards of professional organizations and accrediting bodies. Peer-reviewed scholarship takes many forms, all of which are not necessarily equal in weight. The weight given to each piece of peer-reviewed scholarship, which may be set forth in Departmental or School approved statements on scholarship expectations, depends upon factors such as the level of peer review, its quality, its substance, its importance in contributing to knowledge in its field and other related factors. Recognized forms of scholarship that have been peer reviewed may include but are not limited to: published books, book chapters, monographs, articles, proceedings, and reviews; unpublished professional conference papers and poster sessions; published novels, poems, and plays; art and music (including computer graphic design, videos, films, and dramatic productions) that have been exhibited, published, or performed; original software development; courses that reflect developments in the discipline (new knowledge, concepts, methods, and perspectives); creation and development of on-line or hybrid courses utilized by the

University; successful application and receipt of externally funded grant awards for scholarly activities; original or annotated electronic information; comprehensive accreditation self-evaluations in fields for which this is an acceptable standard of scholarship. The extent to which the above forms of scholarship, and other forms of scholarship, shall be recognized shall be defined in the Department and/or School approved statements on scholarship expectations. If scholarship is claimed as “enrichment of teaching,” the nature and quality of the enrichment must be explained with supporting materials and verified through peer review.

3. The chief editorship of professional and academic journals, at the regional level or above, is important scholarship that increases the professional contacts of faculty and brings distinction to the University. An editorship other than a chief editorship may be considered under this section if the faculty member can demonstrate that the editorship in question is of equivalent importance and level of effort. In order to encourage these professional connections, Monmouth University will provide reasonable support and scholarly credit for the chief editorship of such journals.
4. A faculty member who is offered a chief editorship should first consult with her/his Dean to reach a common understanding of the importance of the editorship to her/his faculty development and to the University, after which the Dean will make a recommendation of support or non-support to the Provost. In cases of disagreement about the value of the scholarship, the disagreement will be submitted to the Provost for a determination. If the Dean endorses the proposal, then she/he and the faculty member will meet with the Department Chair and the Provost to consider the feasibility and level of support, which may include the following: some in-kind help with secretarial support, copying costs, mail privileges and other appropriate support. Both the faculty member and the Dean shall keep the Department Chair informed on all discussions taking place under this paragraph and shall copy the Department Chair on all communications.
5. The above paragraphs covering the editorship of journals shall be reviewed by the end of the term of this Agreement to assess the benefits and costs to the University in order to provide guidance on any future changes in contract language governing these provisions.
6. The Faculty Association and Administration of Monmouth University expect faculty to follow the standards of academic integrity recognized as binding in American institutions of higher learning, as well as standards of professional, scholarly, and scientific ethics that govern the academic disciplines and professional associations of which they are members. The Faculty Association and the Administration are committed to upholding these standards.
7. Accordingly, it is important that faculty members familiarize themselves with and understand these standards. It is especially important that they understand the standards regarding representation of professional credentials and the conduct, presentation and publication of scholarship. In listing scholarly activities on curriculum vitae, and other public documents, faculty must use a standard citation

system, clearly indicating any prior publication of the same material as well as priority for jointly conducted activities.

8. Faculty within a given Department or School have the authority to define more specific expectations of scholarship and the level of scholarly contributions of their colleagues (e.g., as required by program accreditation standards), provided such expectations do not run counter to or reduce the forms and levels of scholarship defined in this article of the Agreement. In such cases, the faculty of the Department or School, in collaboration with the School Dean, may approve a statement of scholarship expectations for the faculty of the Department or School, including standards for measuring the maintenance of disciplinary currency for full-time non tenure-track faculty. Such statements of scholarship expectations for the faculty of a Department or School, and any subsequent amendments, shall not be effective until approved by the faculty of the Department or the School, the School Dean, the UQC and subsequently approved by the Provost as meeting the scholarship requirements set forth in this Agreement. Such a statement shall delineate, among other issues, the scholarship expectations of faculty of the Department or School. Such statements of Department and/or School faculty on specific expectations of scholarship, where formulated and approved pursuant to the provisions of this Agreement, shall be made available to all individuals and committees, including any external evaluators, taking part in the evaluative processes under Article V of this Agreement, the University Qualifications Committee and by the Provost. Such specific expectations of scholarship shall be the standard used by all individuals and committees in reviewing an applicant's individual record of scholarship.
9. The application of approved Departmental or School statements of scholarship expectations to faculty participating in an evaluative process under Article V of this Agreement shall be as follows:
 - a. For faculty hired subsequent to the approval of the applicable Departmental and/or School statement(s) of scholarship expectations, the approved applicable Departmental and/or School statement(s) of scholarship expectations shall apply.
 - b. For faculty hired prior to the approval of the most recently approved applicable Departmental and/or School statement(s) of scholarship expectations, the applicable Departmental and/or School statement(s) of scholarship expectations at the date of hire shall apply; however, a faculty member may voluntarily choose to have the most recently approved applicable Departmental and/or School statement(s) of scholarship expectations apply.
 - c. With regard to an application for promotion, if the applicable Departmental and/or School statement(s) of scholarship expectations was approved three or more years prior to the application for promotion to full Professor as set forth in Article V, Section K, then the approved applicable Departmental and/or School statement(s) of scholarship expectations shall apply.

Otherwise, the most recently approved applicable Departmental and/or School statement(s) of scholarship expectations shall apply.

10. Scholarship Review for Tenured Faculty

- a. Tenured faculty shall have their scholarship reviewed as outlined in this section in accordance with the appropriate Departmental or School Scholarship statement. On average, one scholarly artifact every three years is required but faculty members are encouraged to produce additional artifacts. The minimum guidelines on scholarly artifacts for the granting of load reductions for scholarship are not to be taken for or construed as the minimum expectation in scholarship for faculty seeking promotion.
- b. Associate Professors will have their scholarship reviewed every six (6) years. During the second and fourth years of each six year period, the faculty member will arrange an informal meeting with the Chair and Dean to discuss the progress of their scholarship efforts. Full professors will have their scholarship reviewed every nine (9) years. During the third and sixth years of each nine year period, the faculty member will arrange an informal meeting with the Chair and Dean to discuss the progress of their scholarship efforts.
- c. A newly tenured associate professor shall, no later than February 15 of the academic year following their tenure decision, create a brief (no more than 2 pages) document identifying current scholarly work and declaring their intentions for scholarships for the next six years. This document will be filed with the appropriate Committee of the Department, Chair and School Dean.
- d. A faculty member newly promoted to full professor shall, no later than February 15 of the academic year following their promotion decision, create a brief (no more than 3 pages) document identifying current scholarly work and declaring their intentions for scholarship for the next nine years. This document will be filed with the appropriate Committee of the Department, Chair and School Dean.
- e. By February 15 in the last semester of the sixth or ninth year, as appropriate, each tenured faculty member will submit a curriculum vitae, a list of scholarly activity, as well as scholarship in progress, for the time period since the previous review, including title pages or other brief descriptions of published or other scholarly works, and a brief plan for scholarship over the next six (6) or nine (9) years as appropriate. Scholarship in progress shall only be considered if clear evidence is produced of substantial work having been accomplished. Upon request, complete reproductions of appropriate scholarly artifacts and documentation pertaining to the status of works in progress shall also be submitted.

- f. This documentation will be reviewed by the Committee of the Department in consultation with the Chair. Faculty serving on a Committee of the Department or as a Chair will recuse themselves from evaluation of their own scholarship portfolios. The Chair shall make a recommendation to the Provost, with a copy of the recommendation sent to the School Dean no later than March 15.
- g. The Provost shall consult with the School Dean and shall make a final decision by April 15.
 - i. If no report is submitted, the faculty member will teach a 24-credit load (teaching track) the following three academic years and thereafter, until such time as the faculty member reestablishes their scholarship under the procedures in this section.
 - ii. If the faculty member has met the minimum guidelines, they will continue on an 18-credit load (the standard academic year teaching load) for another six (6) or nine (9) years as appropriate.
 - iii. If the faculty member has not met the minimum guidelines due to extenuating circumstances, the Committee of the Department and the Chair will require documentation verifying the circumstances, and the Chair shall make their recommendation to the Provost. The faculty member may be placed on an 18-credit load for another one year probationary period at the discretion of the Provost.
- h. A faculty member may, at any time, return to a 24 credit teaching load (teaching track) and not be subjected to this review process. In any year at least three years after the previous determination, a faculty member on a 24-credit load (teaching track) may apply to participate in the standard academic year teaching load in the following manner:
 - i. By October 15 of the fall semester the faculty member shall advise the Chair that they desire to avail himself/herself of this process.
 - ii. The faculty member, with the assistance of a faculty colleague designated by the Chair, shall develop a plan that details all steps to be taken by the faculty member to return to the standard academic year teaching load including, but not limited to, activities to improve scholarship or research skills, actions to determine an appropriate field of research, other related steps necessary for the faculty member to become active in scholarship and, as appropriate, a proposed scholarship plan as required by this section.
 - iii. The plan shall also set forth a proposed time frame of no greater than three years and be congruent with scholarly expectations set forth in the Departmental or School Scholarship Definitions. The time frame of the plan shall be consistent with the amount of effort necessary to

return the faculty member to scholarly activity. The plan shall also include a timetable of periodic reviews by the panel, see subparagraph 4 below, of the faculty member's progress in completing the plan. The faculty member shall provide the panel with reports of their progress toward completing the plan in order for it to carry out its periodic reviews.

- iv. Once completed, the proposed plan shall be submitted to a panel comprised of the faculty member's Dean, the Chair and an additional faculty member within the school mutually agreed upon by the faculty member and the Dean. The proposed plan shall be submitted to the panel no later than February 15th. The panel shall review the proposed plan and shall also have the authority to request modifications to the proposed plan as it deems necessary. If deemed appropriate, the panel shall decide whether to approve the plan and recommend the plan to the Provost.
- v. Once approved by the panel, the proposed plan shall be reviewed by the Provost. Final decision on the approval of the plan shall be made by the Provost no later than April 1. The decision of the Provost regarding the approval of a plan shall not be grievable under this Agreement.
- vi. If the plan is approved by the Provost, the following fall semester and during the course of the plan, the faculty member shall be assigned an 18 hour credit load. So long as the faculty member makes appropriate progress in fulfilling the plan, they shall remain on an 18 hour credit load assignment. If the faculty member fails to provide periodic updates regarding the progress on the plan or if the panel determines that the faculty member is not following through on the plan, the faculty member shall be returned to a 24 hour credit load assignment the following semester.
- i. A faculty member serving on the standard academic year teaching load may apply to the Provost to stop the clock in connection with their scholarship review. The basis for such an application shall be circumstances of an extraordinary nature regarding personal or family health issues, other personal crises, extensive service to the University through participation in a major initiative or other similar reasons. The ordinary press of teaching, scholarship, and service shall not be grounds for stopping the clock. Such application to the Provost shall be made in writing and shall set forth the rationale for the request as well as the amount of time the faculty member seeks to stop the clock. Final decision regarding the request shall be made by the Provost and shall not be grievable under this Agreement

D. Service at Monmouth University

1. Monmouth University and the Faculty Association of Monmouth University recognize that a variety of services from faculty members are necessary for students' progress through the University, advancement of the University's reputation and the efficient functioning of the institution. Faculty members' University citizenship activities enrich and enhance the special environment that constitutes the unique nature of the University. Given these considerations, service to the University is to be evaluated on an equivalent basis, regardless of whether these services are compensated or uncompensated, on the basis of the worthiness of the contribution to the University.
2. The following activities are all recognized as being appropriate forms of service for University faculty members:
 - a. service on University-wide committees or task forces;
 - b. service to the faculty member's school or department;
 - c. service to the surrounding community in which the University's reputation is elevated;
 - d. service as a Department Chair or department advising coordinator;
 - e. service in the form of mentoring colleagues;
 - f. service as an advisor;
 - g. service as a University activity advisor;
 - h. service as a participant in the creation or delivery of on-line, hybrid or off-campus courses;
 - i. service as an advisor to recognized student organizations;
 - j. service to department and university special events;
 - k. service to department and university development initiatives and activities that raise support for the department and university;
 - l. service on joint University-FAMCO committees and task forces including contract negotiations;
 - m. service to the profession.
3. The University and the Faculty Association recognize that faculty members may have particular strengths in certain types of services and, in general, should be allowed to perform and be lauded for those services for which they are best suited.
4. Faculty shall participate in advising and registration programs designed for students within their own fields of specialization or allied disciplines. All full-time faculty, with the exception of Instructors and those who are in their initial semester of service, are expected to assist in the academic advising of students within their academic departments. Advising may include discussions of academic, personal and/or career advising concerns of students. Faculty shall provide accurate information to the best of their knowledge or refer students to appropriate individuals or services when issues are outside their area of expertise. Such advising shall be considered part of a faculty member's service requirements under this Agreement, and faculty reviewed for reappointment, tenure candidacy, tenure and promotion shall have their advising evaluated as part of their service to the University. Such evaluation shall be pursuant to an evaluation instrument agreed to

by the Association and the University. The release of data from evaluation instruments regarding individual faculty members, other than to the individual faculty member, shall not occur until jointly agreed upon by the Association and the University. The following guidelines shall apply to the advising of students:

- a. Individual faculty members assigned to advising majors within the Department will typically advise no more than thirty (30) students, with the following exceptions:
 - i. Individual faculty members assigned to departments where there is a greater demand for faculty advising, alternative advising overloads may be arranged between a faculty member and the Department Chair. Such agreements require the signatures of the faculty member, Chair, School Dean, and Provost. A faculty member who is asked to advise in excess of thirty (30) students shall receive overload compensation as follows:
 - (a) 15-30 additional students beyond 30 (45-60 total): Pay equivalent to 1-credit overload
 - (b) 31-50 additional students beyond 30 (61-80 total): Pay equivalent to 2-credit overload
 - (c) 51+ additional students (81+ total): Pay equivalent to 3-credit overload or course reduction
 - ii. In departments in which all faculty advisors have thirty (30) advisees and there is a surplus of 1-14 advisees, those advisees will be temporarily assigned to the Department Chair as an interim advisor until:
 - (a) Any faculty member drops below the 30-advisee maximum, or
 - (b) The total number of surplus advisees reaches 15 or more students, in which case a 1-credit overload may be offered to a faculty advisor by the Chair.
- b. Advising assignment loads are to be determined by the first day of each semester. Fluctuations in advising loads during the semester in question will adhere to the above guidelines. Compensation for advising overloads will not be reduced during a semester in which an advising load drops to a lower tier mid-semester.
- c. The Provost shall develop advisor training for all newly hired full-time faculty as well as initial training for current full-time faculty. Training updates shall be handled through academic department meetings. The Provost shall consult with the faculty in the development of the training

which may take the format of workshops and/or online training programs. Such training shall be carried in collaboration with the Center for Student Success, the Center for Excellence in Teaching and Learning, Information Management and the Office of Registration and Records. Advisor training shall be given each year in the fall semester for new faculty and at other times as appropriate. Faculty who have served as first year advisors in the Center for Student Success shall be exempt from initial training requirements.

5. Faculty shall willingly accept a reasonable number and level of committee assignments.
 - a. Under the terms of this Agreement, each full-time tenured/tenure-track faculty member with more than two years of full-time service is required to make him/herself available each year to serve on one University committee and one Department or School committee. Faculty not in compliance with this contractual obligation to be available for service, or to serve if elected or appointed, will be restricted from applying for sabbaticals, release time, and professional development funds.
 - b. A faculty member may apply to the Provost for a modification in connection with their required service as set forth in Paragraph 5(a) above. The basis for such an application shall be extensive service to the University through participation in a major initiative or a cumulative record of extensive service over a period of time beyond the level required in Paragraph 5(a) above. The ordinary press of teaching, scholarship, and service shall not be grounds for such modification. Such application to the Provost shall be made in writing and shall set forth the rationale for the request as well as the amount of time the faculty member seeks to modify their service requirement. The final decision regarding the request shall be made by the Provost and shall not be grievable under this Agreement.
6. Faculty members who have not made themselves available or who have not satisfied service at the departmental level shall not be eligible to receive departmental travel funds. Faculty members who have not made themselves available or who have not satisfied service at the school level shall not be eligible to receive school travel funds. Significant participation by a faculty member in one or more of the areas of University, school or department service shall allow for a waiver of the above restriction and shall allow for receipt of travel funds from all three sources, if available.
7. Faculty shall willingly serve as a judicious resource for student organizations, both academic and non-academic, and for the community at large.
8. The expectation is that faculty will normally be on-campus and accessible for teaching, student advisement and service commitments (such as committee work) at least four days per week. Faculty with obligations that mitigate against meeting

this requirement shall submit this request in writing to the Department Chair and School Dean for review and approval. The School Dean will report in writing all approvals of such schedules to the Provost. It is the responsibility of faculty members to make themselves available on campus for consultation and advising with students and others at reasonable times. Where practical, meetings and other service activities shall not be scheduled during the fall, winter, and spring breaks. Faculty members shall post and maintain a schedule of regular in-person office hours pursuant to the requirements set forth in Article IX, Section B, Paragraph 1(g) for consultation with students. Additional consultations by appointment with students and others beyond the scheduled hours may be mutually arranged and shall consider the convenience of the students, particularly during the period of academic advising.

9. Faculty shall participate in a reasonable number of on-campus student recruiting events as sponsored by the Offices of Undergraduate and Graduate Admissions, or other University offices as requested by the Department Chair, the Program Director or other University officials from the Division of Enrollment Management.
10. Service as a Director or Coordinator shall count as service toward continuance, tenure, and promotion. See: Joint Protocol Between MU and FAMCO for Directors and Coordinators and Graduate Program Director Roles and Responsibilities.

E. Other Working Conditions

1. Faculty members shall complete University-offered training as required by State and Federal Law including but not limited to, sexual harassment training. Where practicable the University shall make such training available online.
2. ID Card. Faculty members shall be provided with official identification cards at no cost to the individual faculty member.
3. Course Practices
 - a. The faculty shall adhere to University Regulations, both academic and non-academic, as set forth in, but not limited to, such publications as the University Catalog, which can be found at <http://catalog.monmouth.edu/>, and the Student Handbook, which can be found at <https://www.monmouth.edu/student-life/handbook/>, providing these regulations do not conflict with the provisions of this Agreement. A copy of the Student Handbook shall be provided to the faculty member each year.
 - b. Final course grades (including final grades for courses in Session A of the fall or spring semester) shall be reported to the Registrar on or before the prescribed deadlines, generally within 72 hours after the final examination has been completed, except for examinations scheduled for the last two days of the examination period. The deadline for examinations scheduled on the last two days of the exam period during the fall semester is 72 hours after

the final examination has been completed. December 24 and 25 are not to be included in the 72 hour deadline. During the spring semester, the deadline is 48 hours after the final examination has been completed. The deadline for the submission expires at 10:00 p.m. on the date the grades become due. In such exceptional cases when faculty cannot meet the applicable deadline, but expect to meet the deadline when all course grades must be in, faculty will notify the Registrar's office and indicate when grades will be submitted. However, grades are to be submitted as soon as possible. Final examinations where required shall be held during the times officially scheduled. Class time in undergraduate and graduate courses shall not be devoted to a final examination.

- c. Faculty, particularly in courses which are prerequisite for other courses and which have more than one section, shall endeavor to cover an agreed-upon body of material and to adhere to agreed-upon standards for the assignment of readings, written exercises, and activities.

4. Attendance at University Functions

- a. Faculty attendance is required at all regularly scheduled faculty meetings, convocations, and at least one commencement per year unless otherwise officially excused by the Chair (or the Director of Graduate Studies, in the case of a graduate school commencement), who will notify the Provost and Dean of the excused absence. A minimum of fifty percent (50%) of the full-time faculty holding graduate faculty status shall attend each graduate commencement.
- b. Faculty attending those functions at Monmouth University for which academic attire is required shall have said attire furnished by the University at no charge.

5. Registration. The principal function of the faculty during registration periods shall be the counseling of students. The University shall make every effort to provide adequate clerical help during registration periods.

6. Required Travel. When transportation is required of faculty members as part of their instructional, departmental, or supervisory duties and is authorized, they will be reimbursed in full for said transportation and for all meals consumed during the period in which they travel. Monmouth University's Travel, Entertainment and Food Policy can be found at <https://www.monmouth.edu/university/faculty-travel.aspx>. Faculty members using their own car during such travels will be reimbursed at the University Mileage Reimbursement Rate in effect at time of travel, plus parking and tolls. Mileage rates are updated annually and can be found at <https://www.monmouth.edu/university/controllers-office.aspx>. Faculty members shall use the most economical means of transportation.

7. Research, Consulting, and Other Off-Campus Services

- a. Research: The University encourages faculty members to engage in research as it promotes the professional growth of the individual and strengthens the reputation of the University.

All research programs involving use of University facilities shall be recorded with the Department Chair, the School Dean, and the Provost, who shall be advised periodically of the progress of such programs. University equipment and/ or space may be utilized only with the written permission of the University Business Office recorded with the Provost. All research involving contracts with or grants from outside agencies must be approved by the President or their designee.

- b. Consulting and other Off-Campus Services: The University allows faculty members to engage in consulting and other activities as promote the professional growth of the individual and strengthen the reputation of the University provided that such consulting and other activities:
 - i. do not constitute a conflict of interest, e.g., teaching at another institution in a program that is in direct competition with a program at the University (faculty are advised to consult with the Provost if they have questions about a conflict of interest); and
 - ii. do not occur at a time when the faculty member is expected to perform their assigned University duties; and
 - iii. do not diminish the faculty member's efficiency and effectiveness in performing their contractual obligations to the University.
- c. For consulting, University space and equipment may be used, borrowed, or rented only with the written authorization of the Provost. The name of the University may not be used, other than to identify the faculty member as a member of the University and their position. Remuneration for consulting services shall be arranged between client and consultant and shall not involve the University in any way.
- d. Once each term, preferably in advance of services to be rendered but no later than September 15 and February 15, each faculty member who renders off-campus services, including teaching, or engages in professional consulting, shall advise in writing (or on a form available from the Provost) their Department Chair, School Dean, and the Provost of all time commitments, the name of the part-time employer, the type of work performed, and the licenses or special requirements necessary to perform the duties involved.

8. Reports by Faculty

- a. Annually by October 1, faculty members shall send electronically an up-to-date curriculum vitae which includes their professional activities for the previous year to their Chair, Dean and the Provost's office.
- b. The faculty members in each academic department shall agree upon an appropriate format for a faculty personal web page within the academic department. Information to be included in the department's format shall be determined by the faculty members of the academic department. Suggested informational categories for such individual web pages shall include the following:
 - Photo
 - Office Location, telephone number and e-mail address
 - Education (degree(s), institutions)
 - Links to appropriate materials (e.g., Department course descriptions)
 - Courses Taught
 - Link to personally managed website
 - Current Research and Scholarship
 - Grant Support (or Funding)
 - Publications or other scholarly work
 - Professional Activities
 - Awards and Honors

Each department shall designate a faculty member to update the information on its web page at least every year by no later than June 1 for the following academic year. The University shall develop a system to facilitate this process. Nothing in this section shall preclude a faculty member from having their own personal web page in addition to this departmental web page.

9. Public Relations

- a. The communications official designated by the President is the official representative of the University to the public and the news media. Faculty members who plan to make public appearances should consult with the Director prior to the appearance so that appropriate news coverage may be arranged. Unless authorized, faculty members shall not issue news releases in the name of the University and shall not speak as if they represent the University.
- b. In order to prepare proper publicity releases and in order to obtain adequate publicity, faculty members should bring to the attention of the communications official designated by the President such newsworthy items as: publications, research, projects, significant curriculum changes, professional meetings, professional meetings held at the University,

election to professional societies, awards received for professional activities, degrees, and fellowships.

10. Any faculty parking problems which arise during the term of this Agreement shall be appropriately discussed. A parking decal will be provided to each faculty member at no cost. The faculty member shall park only where the parking decal authorizes, except as provided elsewhere in this Agreement.
11. Disabilities and Accommodations:

A faculty member may request a reasonable accommodation of a disability through the Human Resources office. Requests for accommodations will not be processed without supporting documentation of the disability and need for accommodation. A medical review by a physician designated by the university and additional documentation may also be required. After all documentation has been received, the faculty member will meet with University administration to determine whether the disability may be accommodated, and if so, appropriate and reasonable accommodations. The faculty member may invite a member of FAMCO to attend the meeting. See [Procedures for Accommodating Individuals with Disabilities](#).
12. Breach of the provisions of this article, particularly the failure to return the final grades by the official deadline without the express permission of the Registrar, constitutes serious neglect of professional duty and subjects the faculty member to disciplinary action.
13. Retirement. Retired full-time faculty members, rehired as part time faculty, shall be compensated at the overload rate specified in Article X, Section D, Paragraph 1 of this Agreement. They shall enjoy the same privileges extended to faculty having emeritus status. Emeritus faculty will have access to the Library, Internet, e-mail, telephone, and on-campus parking.

F. Librarians

1. Librarians shall follow the following schedule:
 - a. Librarians shall have twelve (12) month appointments and shall be expected to work during time periods when the Library is open as set forth in this paragraph. Subject to the requirements of subparagraph b below, librarians shall be scheduled to work according to the published academic calendar as follows:
 - i. commencing with the first day of classes and ending with the last day of examinations during the fall semester, excluding the fall break,

- ii. the first day of classes and ending with the last day of examinations during the spring semester, except during the scheduled spring break, and
 - iii. during all summer sessions (excluding the time between the last day of examinations during the spring semester and the start of the first summer session and between the end of the summer sessions and the first day of classes of the fall semester).
 - b. Each Librarian shall be assigned to work ten (10) days each fiscal year (July 1 to June 30) during the scheduled breaks in the academic calendar which include:
 - i. the period between the end of summer sessions and the first day of classes of the fall semester, the fall break, the winter break, spring break, and
 - ii. the period between the end of the spring semester and the beginning of the first summer session, not including University holidays, as assigned by the University Librarian. The scheduling of such days shall be carried out in a manner to allow for appropriate staffing of the Library.
 - c. The normal work week, which may include Saturdays and/or Sundays, shall be 36.25 hours per week and 7.25 hours per work day with an hour lunch.
 - d. Librarians shall keep track of their leave accruals and input their time off through the use of the University's Time and Attendance System.
- 2. A Librarian may by December 15 of any academic year request an academic year appointment (from September 1 through June 30) for the next fiscal year for which the Librarian shall work from the first day of classes fall semester until the last day of examinations in the spring semester (not including the time period from the last day of examinations during the fall semester to the first day of classes of the spring semester, or the scheduled spring break) without any leave days and for which the Librarian shall receive their academic year base salary. From the last day of examinations during the spring semester until June 30, the Librarian will not be required to be present at the Library each day but shall be available upon request as needed for Library or University related activities. This academic year appointment will not be granted unless a replacement can be hired to carry on the work of the librarian concerned. The University shall notify the Librarian by March 1 of its decision. Any Librarian granted a ten-month appointment under this paragraph shall be required to document with the University Librarian any absences from work in accordance with the provisions of this section and shall be eligible to use no more than ten (10) sick leave days in any one academic year.

3. Librarians shall be expected to assist and advise students in their use of the Library and research methodology, engage in service to the Library, serve on no more than two (2) University-wide committees per academic year (limit may be exceeded with written approval of the University Librarian), and assist in providing appropriate coverage of the Library reference desks during time periods when the Library is open as assigned by the University Librarian. They shall also be expected to maintain disciplinary currency as determined by the judgment of peers in their respective fields and commensurate with their librarian responsibilities. Librarians who engage in teaching activities shall be evaluated in those duties consistent with the classroom observation procedures set forth in Article V of this Agreement. The University Librarian and FAMCO shall jointly develop observation procedures for teaching Librarians and shall distribute them to all Librarians.
4. Librarians engaging in professional service activities with outside professional groups shall consult and discuss with the University Librarian prior to initially engaging in such service. Such professional services shall be scheduled so as to not interfere with regularly assigned Librarian duties and responsibilities.
 - a. Each librarian shall also complete a schedule of goal setting and reporting as is required by the University Librarian.
5. Librarians shall be entitled to the following benefits in their positions:
 - a. Each Librarian working a twelve-month schedule shall be entitled to twenty (20) days of vacation leave and ten (10) days of sick leave each fiscal year. A maximum of thirty (30) unused vacation days may be carried forward to the next year. No more than thirty (30) vacation days may be accumulated at any time. Vacation days earned in excess of thirty days shall be eliminated and shall not be made available to the Librarian. Sick leave days may be accumulated without limit. The use and accrual of vacation and sick leave days shall be subject to the requirements set forth for administrative employees with regard to vacation and sick leave, including the handling of such days upon termination of employment.
 - b. Librarians shall be eligible to receive University holidays made available to administrative and staff employees of the University.
 - c. In the event of a death in the immediate family as defined in the employee handbook, Librarian's may take up to three (3) days with pay.
 - d. Librarians shall be required to give their immediate supervisor advance written notice and obtain prior approval of absences due to use of leave, attendance at professional meetings, or other, off-campus events. If due to an emergency, advance notice cannot be given to the immediate supervisor, written notice of such absence shall be given as soon as possible after the absence has commenced.

- e. Librarians shall not be allowed to work from home unless specifically approved by the University Librarian, other than scholarship activities pursuant to Article IX, Section B, Paragraph 11(d).
6. In recognition of the faculty status of Librarians, the Librarians shall not be entitled to any rights or benefits accorded to administrative, staff or other employee groups unless such rights are specifically set forth in this Agreement. This restriction shall apply to any current rights afforded to administrative and staff employees, including but not limited to summer Fridays off, as well as any future rights afforded to such employees. This restriction shall also apply to any previous rights or benefits provided to the Librarians in the past which are not specifically enumerated in this Agreement which are hereby withdrawn. Any rights or benefits which are provided by the University to the Librarians which are not specifically set forth in this Agreement may be unilaterally withdrawn by the University at any time, without advance notice at the sole discretion of the University. The provision of such rights shall not serve to act as a precedence or past practice that would entitle the Librarians to any continuance of such rights or benefits.

END OF ARTICLE

ARTICLE X. SALARY AND OTHER BENEFITS

A. Salaries

1. Base salaries for faculty shall be as set forth in Appendix I.
2. A faculty member who, with advance written authorization of the Provost, attains a terminal degree within their teaching specialty will receive a \$4,000 permanent increment to base salary, effective July 1 of the year following such attainment, unless such attainment was a precondition of initial appointment.

B. Benefits. The University agrees to make available to eligible faculty members the following benefits:

1. Medical Insurance

- a. A comprehensive medical insurance program is available to eligible faculty members and their eligible dependents. The Faculty Association agrees to a group that combines eligible members of its bargaining unit and other eligible employees of the University.
- b. Coverage shall be offered on the following basis: employee only coverage, employee + 1 (parent child coverage or employee and spouse coverage) and family coverage. Faculty contributions toward medical premiums shall not be higher than the contributions of administrative employees. During the 2022 calendar year, an employee's monthly contribution toward the EPO plan shall be the same as they were in the 2021 calendar year:

Employee Only	\$108/mo
Employee + 1	\$181/mo
Family	\$301/mo

Beginning January 1, 2023, an employee's monthly contribution toward the EPO plan shall be 13.5% of the premium cost.

During the 2022 calendar year, an employee's monthly contribution toward the Direct Access plan shall be the same as they were in the 2021 calendar year:

Employee Only	\$396/mo
Employee + 1	\$542/mo
Family	\$706/mo

Beginning January 1, 2023, an employee's monthly contribution toward the Direct Access plan shall be the amount of the employee's prior year premium contribution plus 1/3 (33.33%) of any premium increase applicable to the current year. In the event the premium is reduced, the

employee's contribution shall be reduced by 1/3 (33.33%) the amount of the premium reduction.

Faculty members hired after November 20, 2018 will not be permitted to enroll in the POS.

For a faculty member participating in the EPO program, the University will contribute each calendar year to their Health Reimbursement Account (HRA) \$750 (if participating in employee only EPO coverage) or \$1,500 (if participating in employee + 1 or family coverage). Faculty members joining the EPO midyear shall have their contribution prorated.

c. Employee Set-Aside Program

For an employee electing to participate in the Employee Set-Aside Program, the University will create an account in the amount of either \$1,500 or \$750, at the employee's election. The University will advance on a one-time basis the full value of the account and the employee agrees to a payroll deduction in the amount of \$75/pay up to the time the University's advance has been repaid. Once the initial fund advance has been completed, the employee may continue to set aside funds into this account at a rate established by the employee. The Employee may seek funds from this account up to the value of the account. In the event an employee makes a withdrawal of funds that have been advanced by the University and then leaves the employ of the University before the funds have been repaid, the balance owing to the University shall continue as a debt of the employee, which the employee agrees may be deducted from their final paycheck.

d. The University shall pay the premiums, less the employee contributions, for those employees and dependents who qualify for the program in compliance with the terms of coverage. Information about the program's coverage, fees, co-payments and other details shall be distributed to all members of the program.

e. In order to participate in said coverage faculty members must complete the required enrollment application and pay the sums agreed as their contribution toward health insurance premiums. The participating member's contribution shall be based on a 26-week pay cycle. Faculty members on a 22-week pay cycle are required to pre-pay their share of the premium for the 8-week difference.

i. New full-time faculty members shall be eligible to participate in the University's group health insurance plan on the sixtieth (60th) calendar day of full-time employment provided they pay the appropriate employee contribution for the level of coverage they selected. On the sixtieth (60th) day of full-time employment the University will pay the monthly premium for the coverage selected

by the faculty member minus the appropriate employee contribution.

- ii. Faculty members are eligible to participate in the Medical Insurance – Voluntary Financial Incentive Program.
 - iii. Faculty members are eligible to pay their medical premiums on pre-tax basis subject to IRS rules.
 - f. By November 1, 2021, the University and the Association will each appoint two members to a permanent Labor-Management Committee (LMC) for Health Benefits that will meet at a minimum of once a month to review the proceedings of the University-wide working group as well as discuss any other health benefits related issues with the goal of developing recommendations that are mutually-agreeable to the Associate and the University.
 - g. In the event of any changes, other than annual premium or premium equivalent changes, in the health insurance benefits that affects the cost to the University and the members of the bargaining unit the University will renegotiate employee premium contributions prior to making those changes. A change in benefits includes, for example, “benefit design,” such as number of plans, in and out-of-network benefits, enhanced mental health and dental benefits, number of tiers and third party health insurance administrator.
 - h. Medical Loss Ratio. If the insurer returns a Medical Loss Ratio (MLR) rebate to the University for any preceding year, it shall calculate a pro-rata share for each person who had participated in the plan during the period for which the rebate is applicable consistent with the proportion of the employee’s premium contributions during the period applicable to the rebate. Rebates shall be distributed to the membership in a lump-sum payment within a reasonable (up to 90 days, extendable on mutual agreement) following the University’s receipt of such rebate.
 - i. The University shall make available to all eligible retired faculty members, as defined by the Plan, a Medicare Supplement Plan with prescription drug benefits. For faculty members who retire with a minimum of twenty (20) years of continuous service (including any approved leaves of absence) at Monmouth University, the University shall contribute up to a maximum of the first ten (10) years of such retirement a sum of \$75.00 per month. Such contribution shall cease upon the death of the retired faculty member or upon withdrawal from the Plan.
2. Long Term Disability Insurance
- a. The University will pay the full premium for total disability coverage for eligible full-time faculty members while they are teaching at the University. Such benefits are summarized in a leaflet available in the office of Human Resources, but subject to the terms and conditions of the Policy.

- b. Eligible faculty members shall complete an enrollment application for such benefits on the form provided.
 - c. New full-time faculty members are eligible for the foregoing coverage on the first day of the month coinciding with or next following the completion of one calendar year of service as a full-time faculty member.
- 3. Group Life Insurance
 - a. The University will pay 75% of the premium for Group Life Insurance and Accidental Death and Dismemberment Insurance for each eligible full-time faculty member teaching at the University, in an amount equal to one and one-half times the faculty member's base salary, reduced to the next lower multiple of \$1,000. The foregoing coverage is summarized in a leaflet available in the office of Human Resources. The option to purchase group life and accidental death and dismemberment insurance from 1.5 times the faculty member's base salary to 3 times shall be made available to faculty members, provided that a sufficient number of faculty members participate as required by the provider. The premium on the additional insurance will be absorbed equally by the faculty member and the administration.
 - b. New full-time faculty members are eligible for coverage as of the first day of the month coinciding with or next following completion of 30 days of service as a full-time faculty member. Application for such coverage shall be in writing on the form provided.
- 4. Travel Accident Insurance. The University agrees to pay the full premium for a policy of insurance insuring eligible full-time faculty members for up to \$200,000 for accidental death while the faculty member is on authorized University business away from the premises of the University in accordance with and subject to the provisions contained in the policy of insurance providing said benefits.
- 5. Retirement Plans.
 - a. Each full-time faculty member may participate, on a voluntary basis, immediately upon hire in the University retirement plan available through the Teachers Insurance and Annuity Association and the University Retirement Equities Fund (TIAA-CREF). Appropriate application forms must be completed by the faculty member in order to participate.
 - b. The University retirement plan is subject to the provisions of the University retirement resolution as it may be amended from time to time and the TIAA-CREF plan or policy.
 - c. Each participating full-time faculty member shall contribute at least five (5) percent of their eligible salary to the retirement fund

- d. Upon completion of two (2) years of full-time service the University shall contribute an additional eight (8) percent of the faculty member's eligible salary, as long as the faculty member contributes at least five (5) percent of eligible salary to the Plan. A faculty member's prior full-time service at any college or university from which their employment terminated within twelve (12) months before employment with the University began shall also be counted toward this waiting period. A faculty member must complete a Waiver of Waiting Period/Credit for Prior Service Form in the Office of Human Resources to receive prior service credit for the University's retirement plan.
 - e. Full-time faculty members eligible to participate in the Retirement Plan are also eligible to participate in the Supplemental Retirement Annuities Program as defined by Section 403(B) of the Internal Revenue Code as it may be amended from time to time.
- 6. Dental Plan. The University agrees to provide a dental plan to faculty. Such contribution by the University towards the cost of the plan shall be limited to a maximum of ten dollars (\$10.00) per month for each faculty member's individual coverage. Dependent and spouse coverage is available at additional cost to the faculty member.
- 7. A Flexible Spending Account Program (FSA) is available to full-time faculty members up to the limits set by the IRS.
- 8. Full-time non tenure-track faculty (e.g., instructors, lecturers, specialist professors) who are notified of reappointment for the following academic year or part thereof, under the conditions stated in Article V, Sections B-F of this Agreement, will have their fringe benefits continued by the University through the summer.
- 9. All full-time faculty will enjoy free membership in the fitness center, with all of the rights and opportunities thereto.
- 10. Terms of General Applicability
 - a. Eligible faculty members agree to complete and execute all forms and applications and authorizations as requested by the University and/or insurance carrier or carriers affording the aforesaid benefits.
 - b. It is agreed and understood that the sole liability of the University is to pay the aforesaid premiums or portions thereof as heretofore set forth, and that any and all claims for benefits eligibility and/or other conditions shall be as set forth in the policy or policies of insurance affording the aforesaid benefits, and the terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.
 - c. The University reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans providing the benefits made available under any newly adopted plan are substantially equal to or greater than those previously provided. Faculty members

shall not suffer any loss in benefits or increase in premiums, fees, co-payments or other related costs as a result of a voluntary change, unless as mutually agreed upon by the University and the Association.

- d. The University and the Faculty Association shall set forth in a separate document to be signed by both parties a summary of the medical insurance program currently offered by the University.

C. Tuition Benefits

1. Upon completion of three full years of service, full-time members of the teaching faculty and their dependent children and/or spouse shall be accorded free tuition and laboratory fees for any course of study at the University provided space is available and they meet the University requirements for admission. The regular application, registration, activities and service fees shall be paid by the student. Non-credit continuing education courses will be tuition free provided space is available on the first day of the course. Full-time members of the teaching faculty and their dependent children and/or spouse who are accorded tuition remission shall be accorded all of the rights and privileges of tuition-paying students for the payment of any prescribed fee, including the right to participate in University housing based on space availability as per the present practice
2. The provisions of Paragraph 1 shall be extended to the IRS dependent children and spouses of deceased, disabled and retired full-time tenured faculty members who have served at Monmouth University immediately prior to such death, disability or retirement. The provisions of Paragraph 1 shall also be extended to the IRS dependent children and spouses of full-time non-tenured faculty members who had served for at least seven consecutive years and who died or became fully disabled during that period of continuous employment at the University; the dependents to whom this sentence applies must be currently enrolled at the University, and this benefit shall cease upon disenrollment or completion of the current degree program.
3. The tuition remission benefits referred to above shall not be granted unless the recipient or potential recipient makes an application(s) and takes other further action to obtain New Jersey State and/or Federal awards and/or scholarships, to the end that the amounts received from those awards and/or scholarships can defray the expense to the institution.
4. The Association agrees to serve on a committee composed of the appropriate School Dean, an Association representative, and the Office of Human Resources which will recommend exceptions to the requirement that faculty children be IRS dependents.

D. Overload Compensation

1. Overload shall be paid for all voluntary and assigned teaching loads beyond those designated for each individual semester, other than overload resulting from agreed-

upon load balancing, except as otherwise presently practiced. Overload compensation for full-time faculty will be \$1,430 per credit.

2. The monetary value of banked credits shall be calculated at the rates specified in the Agreement at the time the banked credits are earned. If the faculty so choose, they may waive their rights to cash in their banked credits in return for credit toward years of service at a rate of 9 credits per semester. This basis will be used when computing compensation for courses taught at times other than during the summer session.
3. No faculty member shall be allowed to accumulate more than eighteen (18) banked credits. Once a faculty member reaches this limit, any future banked credits beyond 18 in number must be cashed in for monetary payment or credit towards years of service. Any faculty member currently exceeding this limit shall not be allowed to accumulate future credits until their total number of banked credits is 17 or less in number, at which time they shall be bound by the limits of this paragraph.
4. Librarians who are scheduled for four (4) Saturday or Sunday work days in either the fall or spring semester may elect prior to the beginning of that semester the equivalent of one (1) credit hour overload compensation at the above-stated rates or compensatory time in lieu of such payment, so long as such compensatory time is utilized within the same pay period in which it is earned.

E. Summer School Compensation

1. The University and the Faculty Association recognize and support the University's strategic plan to expand its academic offerings and enrollments during the summer months. To that end, it is also recognized that the summer class schedule should have as its top priority the scheduling of classes that fulfill this plan and meet student needs. It is the responsibility of the academic administration of the University (the Provost, Deans and Department Chairs) to manage the summer schedule in order to meet these goals. The University recognizes the importance of faculty input in managing the summer schedule and the academic administration of the University shall regularly seek such input during the course of creating the summer schedule.
 - a. Summer Session Compensation shall be 1/40 of base salary per credit hour with a minimum of \$2,000/credit and a maximum of \$2,325/credit hour.

F. Compensation for Special Courses

1. Readings and research courses, theses, cooperative education, and bona fide independent study courses shall be compensated at the rates in the following schedule:
 - a. Independent studies at the undergraduate level at \$143 per credit;
 - b. Independent studies at the master's level at \$171 per credit;

- c. Independent studies at the doctoral level at \$220 per credit;
 - d. Cooperative Education courses at \$110 per credit;
 - e. Theses at the undergraduate level at \$165 per credit for the first reader and \$83 per credit for the second reader;
 - f. Theses or capstone projects at the master's level at \$193 per credit for the first reader and \$99 per credit for the second reader;
 - g. Doctoral dissertation Chairs at \$1,000 per thesis or capstone project; First and second readers at \$250 per thesis or capstone project.
- 2. A faculty member shall undertake no more than a combined total of 9 credits of independent studies, cooperative education, and thesis supervisions with at most five (5) different students in any one semester. Exceptions shall be made in extraordinary cases requiring the prior approval of the Chair and School Dean.
 - 3. Aggregates of student credit hours for special courses may be counted within the faculty member's load at the discretion of the department with the approval of the Dean and the Provost.
- G. **Compensation for First Year Advising.** Faculty members who are appointed by the University to serve as first year advisors shall receive a stipend of \$2,500 per academic year. The Association agrees that the existing procedure for evaluating first year advisors shall remain in place.
- H. **Faculty Led Credit Bearing Domestic and International Programs**

Faculty Led Credit Bearing Programs consist of courses that involve off-campus travel and are approved through the regular process for all credit bearing courses. These programs can be domestic or international. Faculty members who lead such programs are responsible for the instructional and programmatic functions. These functions include teaching, grading, and supervising the program and working closely with the Global Education Office on program development and administration, the recruitment of participants, and off-campus services.

1. **Approval Process:**

Faculty must apply for funding to the Global Education Office by November 1st of each calendar year for a proposed credit-bearing course for the following academic year (summer, fall, and spring semesters). For example, if a faculty member wants to apply for funding for a proposed credit-bearing program for Summer 2019, Fall 2019, or Spring 2020, the deadline would be November 1, 2018. The University will make a decision to fund or not fund the program by February 1 of the year preceding the proposed program. Deadlines for course approval through the appropriate committees (e.g., Undergraduate Studies or Graduate Studies) may be

different from the deadline to apply for funding. For courses that include international or domestic travel, faculty must complete and submit the appropriate Faculty Led Credit Bearing Program Approval Routing Sheet to the Vice Provost for Global Education. The Vice Provost for Global Education has the discretion to deny a credit bearing program that would incur significant travel costs; however, good faith efforts will be used to work with the faculty member to attempt to reduce the costs of travel in order for the program to be cost-effective.

The approved courses offered shall be a minimum of three credits. The minimum required number of tuition paying enrolled students for each credit bearing course shall be established on a case-by-case basis by the University and may or may not be the minimum required number of tuition paying enrolled students for other courses as set forth elsewhere in this Agreement.

2. Funding for Faculty Led Credit Bearing Programs:

Sums expended each year for the purpose of approved Faculty Led Credit Bearing programs shall not exceed \$60,000.00. Funding shall be inclusive of the stipends, room and board, transportation, meals and other expenses as set forth in Paragraph 5 of this Section. Expenses for administrators (e.g., site visits, program oversight) and faculty salaries shall not come from the budgeted amount. At the time of application, faculty members shall identify any departmental, school, grant, third party or other sources of funding that shall offset the cost of available funding from Academic Affairs. Preference in approving programs shall go to those with some level of external funding received.

3. Compensation:

Subject to the provisions of this Article, faculty are eligible for funding for one program each year as a Program Director and may serve as a Program Co-Director or Assistant Program Director of one other faculty-approved program. In addition to the stipend and reimbursement of expenses as set forth in Paragraph 5, the faculty member will be paid their applicable salary for the course during the semester it is being offered. If the course is offered in the summer, the faculty member will be paid the applicable summer salary for the course based on the number of credit hours as detailed in Article X, Section E. All courses offered during the academic year (fall and spring) shall constitute part of the faculty member's approved teaching load. If the travel takes place during the break between the fall and spring semesters, the faculty member may elect to count the credits as part of their spring teaching load or receive the equivalent pay for the course if it had been taught in the summer session. No credit bearing programs should result in an overload without prior approval.

4. Definitions and stipends for program leaders and chaperones:

- a. Program Director: one faculty leads credit bearing trip without the directorial assistance of additional faculty.

The Program Director will be paid a stipend in addition to their salary as set forth in this Agreement. The stipend paid shall be \$130 per student for each of the first 10 students who are enrolled in the program; \$100 for each additional student enrolled over 10.

- b. Program Co-directors: two faculty members share the roles and responsibilities equally.

Program Co-directors will be paid \$65 per student for each of the first 10 students enrolled in the program; \$50 for each additional student enrolled over 10 students.

- c. Program Director and Assistant Program Director: two faculty members share the roles and the responsibilities unequally.

The Program Director will be paid \$80 per student for each of the first 10 students who are enrolled in the program; \$50 for each additional student enrolled above 10. The Assistant Program Director will be paid \$60 per student for each of the first 10 students who are enrolled in the program; \$40 for each additional student enrolled above 10.

- d. Chaperones are people who accompany the program director(s) to supervise a program. Whenever possible a chaperone should be a Monmouth University employee. Employees require approval from their area Vice President prior to application for a credit bearing program. The employee chaperone is paid a lump sum stipend of \$400. Proposed chaperones who are not Monmouth University employees must be approved by the Office of the General Counsel and the Director of Compliance and Risk Management. Non-Monmouth University employee chaperones will not receive a stipend but will be reimbursed for expenses as outlined in Paragraph 5.

- e. Programs will require Co-directors, Program Director and Assistant Program Director, or a Chaperone for each 10 students or fraction beyond the first ten students thereof participating in the program. The University has the sole discretion to require additional chaperones for programs above this minimum.

5. Reimbursement for Expenses

- a. In addition to the salary as set forth in this Agreement, Program Director, Co-Directors, and Assistant Director, will be reimbursed after the program

for lodging, meals, and incidental expenses in accordance with Monmouth University's Travel, Entertainment and Food Policy.

- b. In addition to the stipend (when applicable), chaperones will be reimbursed after the program for lodging, meals, and incidental expenses in accordance with Monmouth University's Travel, Entertainment and Food Policy.
- c. Reimbursement will be for economy round trip airfare, busfare, train fare, and/or mileage for personal vehicle (as applicable), from local to final destination, as well as for program related local transportation within the destination country or region. Use of a leased vehicle must be pre-approved by the University Director of Compliance/Risk Manager and the Office of General Counsel. All other expenses will be reimbursed as per the University's Travel, Entertainment, and Food Policy.
- d. Alcohol charges are never covered.
- e. The total reimbursement will include costs not covered by funding support received from any other source.
- f. It is the responsibility of the faculty member and chaperone (if applicable) to submit itemized receipts within 20 business days of completion of travel in order to be reimbursed for expenses incurred in connection with an approved credit bearing program. Itemized receipts and expenses shall be submitted to the Global Education Office.
- g. Travel expenses for Faculty Led Credit Bearing Programs will not come from the Professional Travel Allowance provided in the Agreement between Monmouth University and the Faculty Association.

6. University Policies and Procedures

- a. All domestic and international travel shall comply with applicable University policies and procedures.
- b. All tour operators or 3rd party providers utilized to arrange the programs must be pre-approved by Monmouth University. The Global Education Office can provide the list of pre-approved tour operators and 3rd party providers.
- c. At no time are faculty or chaperones allowed to ask program participants, including students, to cover any of the faculty leaders' and/or chaperones' program expenses. This prohibition shall not be deemed to apply to programs arranged through tour operators or 3rd party providers.

7. Domestic Travel:

Domestic programs for credit shall involve trips that are at least 100 miles from campus and are for a duration of at least three (3) consecutive calendar days (not including time for travel.) The Provost or their designee has the sole discretion to waive the mileage and duration of calendar days' requirement as set forth in this Section.

Compensation

Title	Compensation 1-10 students	Compensation 11+ students	Chaperones
Program Director	\$130/student	\$100/student	11 or more students requires a chaperone
Co-directors	\$65/student	\$50/student	21 or more students requires a chaperone
Program Director	\$80/student	\$50/student	21 or more students requires a chaperone
Assistant Director	\$60/student	\$40/student	
Chaperone	N/A	\$400/trip	N/A

END OF ARTICLE

ARTICLE XI. FACULTY IMPROVEMENT

A. Introduction

1. In order to ensure that all applications for faculty improvement benefits under this Article are considered fairly and equitably, faculty applying for benefits under this Article shall be required to apply for such benefits utilizing the appropriate forms made available for the particular benefit. The forms will be maintained by the University and made available following approval from the Association and the Provost. Failure to utilize the appropriate form may result in the rejection of the faculty member's application. A committee serving under this Article shall not reject a faculty member's application for benefits under this Article for procedural or other non-substantive reasons prior to discussing the issue with the Provost, or their designee, and receiving approval for such rejection.
2. The University has established special funds and provisions to be used for faculty improvement as follows:
 - Creativity and Research Grants
 - Sabbatical Grants and Summer Faculty Fellowships
 - Travel Allowances
 - Voluntary Professional Development Plans (VPDP)
 - Course Load Reductions
 - External Grants
3. Faculty applying for faculty improvement benefits to conduct research that requires IRB or IAUCUC approval must acquire such approval prior to receiving approval for any benefit under this Article. The Provost may waive this requirement at their discretion.

B. Grants and Sabbaticals Committee

In arriving at the allocations of certain of the above funds, it is recognized that peer collegial judgment is appropriate. To this end, a Grants and Sabbaticals Committee has been established.

1. The Committee shall consist of members of the academic faculty, with one from each School, including one representative from both Area I and Area II of the School of Humanities and Social Sciences, elected by the faculty on a two-year rotating basis, with members' terms staggered as evenly as possible. No Committee members shall serve more than 6 consecutive years. A faculty member may not Chair the Committee for more than 2 consecutive years. Elections shall be held no later than April 30 of each year and membership shall be a matter of record in the minutes of the Faculty meeting the following October. The Committee shall elect two co-Chairs by September 15th. The co-Chairs will work together on matters pertaining to the committee; however, one person will take the lead on Creativity

and Research Grants while the other person will take the lead on Sabbaticals and Fellowships.

2. The Committee will receive requests for sabbatical leaves, summer faculty fellowship awards, and monetary grants in support of scholarly research or other forms of creative endeavor suitable to an academic community and make recommendations to the Provost. It will receive faculty members' requests for funds to reimburse them for authorized expenditures incurred while participating in scholarly activities and make recommendations to the Provost. Membership on the Committee shall not disqualify a faculty member for consideration in any of the categories. However, such faculty members shall not sit in review of applications in any category for which the faculty member has applied. In such situations, the Committee shall operate with its membership reduced by any such applicants. Recommendations by majority decision of the Committee shall be made to the Provost.
3. Announcements of awards will be made as soon as possible after recommendations by the Committee and after approval by the Provost. The Committee in its year-end report (early May) will provide information on the awarding of funds and monetary grants and the amounts expended per faculty member and submit the report to the Faculty Council Chair, with copies to the Provost and the Association.

C. Creativity and Research Grants

1. Creativity and Research Grants may be awarded to eligible faculty members in varying amounts ranging from \$400 to \$2000 per academic year. Non-members of the bargaining unit are ineligible for such grants. The funds are to be expended directly in support of a broad spectrum of creative and/or research activities. The purposes for which said sum may be expended include, but are not limited to, the purchase of apparatus and supplies, payment for sub-professional assistants, assistance in preparing manuscripts for publication, travel for research purposes unrelated to conferences, and other such purposes. Any equipment purchased with said funds shall become the property of Monmouth University.
2. Eligible faculty members are members of the bargaining unit. The Grants and Sabbaticals Committee may consider proposals by non-bargaining unit members if requested by the Provost. However, no funds may be allocated to non-bargaining unit members except as provided in 7 below.
3. Applications received on or before November 1 will be considered together at a meeting in November. Applications received between November 2 and March 1 will be reviewed in March. Recommendations from the Grants and Sabbaticals Committees shall be forwarded to the Provost by December 1 and April 1. Applicants shall be notified on or before December 15 and April 15. Eligible faculty may receive a grant no more than every other academic year.

4. In evaluating applications, the Committee shall rank the applications based upon merit. In any case where the merit of multiple applications is deemed to be equal, preference shall be given to tenure-track and tenured faculty over other faculty.
 5. Each grantee shall submit to the Chair of the Grants and Sabbaticals Committee, with a copy to the School Dean, and Provost, a report which shall explain how the monies were used. Reports shall be due by November 1st for grants received in the fall and by March 1st for grants received in the spring in the academic year following the receipt of the grant. If a final report cannot be submitted by the due date, a progress report is to be submitted indicating when the final report will be submitted by the due date.
 6. By early May of each year, the Committee shall report in writing to the faculty what monies have been expended and what results have been achieved by faculty receiving grants. Where practical, the results of faculty efforts shall be placed on reserve in the library for one year as a service to the University community. At the end of the year, all material shall be returned to the owners.
 7. Sums expended for this purpose shall not exceed \$40,000 per academic year. The Committee shall allocate half the annual funding for the Fall semester and half the annual funding for the Spring semester. Any funds not awarded in the Fall semester may be carried forward for use in the Spring Semester. Applicants unsuccessful in the Fall semester may reapply in the Spring semester but are not guaranteed funding. Funds not allocated to bargaining unit members by the March review may be allocated to non-bargaining unit members.
- D. **Sabbatical Grants.** Sabbatical leaves shall be for the purposes of scholarship, research and publication, and may also be utilized for professional renewal, e.g., the improvement of teaching. It is recognized that the sole aim of this sabbatical leave policy is to increase the recipient's competence as a scholar and teacher, and thus both increase the faculty member's value to the University and enhance the University's reputation in the academic community.
1. **Eligibility.** Full-time members of the faculty who hold professorial rank and who have tenure may apply for a sabbatical leave provided they have served at least five (5) full-time years at Monmouth University above the rank of Instructor.
 2. **Duration and Limits.** A sabbatical leave may be for the period of either one or two semesters. There shall be available four (4) academic-year sabbatical grants (80% of base salary) and seven (7) one-semester sabbatical grants (100% of base salary). In the event the one-year sabbaticals aren't used up, the Provost should consider providing additional one-semester sabbaticals.
 - a. A Faculty member who has been on a sabbatical leave for one semester shall be eligible to take another sabbatical leave after having served four (4) full years at the University after returning from that leave contingent on a successful application. A faculty member who has been on a sabbatical

leave for a two-semester period shall be eligible to take another sabbatical leave after having served seven (7) full years at the University after returning from that leave, contingent on a successful application. In the case of either a one-semester or academic-year sabbatical leave, the time period before another sabbatical leave may be taken commences upon the return of the faculty member from that one-semester or academic-year sabbatical leave. Sabbatical leaves received by Department Chairs outside of this Agreement shall be considered in determining eligibility for future sabbatical leaves under this paragraph; provided, however, that in making such determination, time served by a Department Chair as a faculty member prior to and subsequent to serving as the Chair shall be counted in determining eligibility for a future sabbatical under this section.

- b. A sabbatical leave will not be granted unless an arrangement, satisfactory to the Provost, can be made to carry on or to suspend (or some combination of these) the assignments of the faculty member concerned. Normally, no full-time replacements are to be hired for a faculty member on sabbatical leave.
- c. Sabbaticals shall be delayed for a maximum of one (1) year if circumstances dictating the postponement are beyond a faculty member's control. If the department is adversely affected by the postponement, the sabbatical shall be delayed for more than one (1) year. In such cases, the faculty member and the department shall agree on the exact timing of the sabbatical. If a faculty member fails to use their sabbatical, monies allocated for that sabbatical shall be used to offer the sabbatical to another faculty member, provided that there is another application that has been filed according to the procedures of the Agreement, positively recommended, and not awarded because of an excess of positively recommended applicants.
- d. Non tenure-track full-time faculty and non-members of the bargaining unit are ineligible for faculty one-semester or one-year sabbaticals.

3. Procedure

- a. Each application for a sabbatical leave shall be submitted electronically by November 1 of the year prior to the academic year (or either of its semesters) for which a sabbatical leave is sought. Applications will be reviewed by the Department Sabbatical Committee, the Chair, the Dean, the Grants and Sabbaticals Committee, and the Provost. Recommendations to the Provost will be copied to all reviewing parties and the applicant.
- b. The Department Sabbatical Committee shall consist of all tenured and tenure-track faculty within the Department.
- c. No member of a Department Sabbatical Committee shall participate in or be present at deliberations involving himself/herself. Members of the Grants

and Sabbaticals Committee shall not serve on a Department Sabbatical committee. No alternates to a Department Sabbatical Committee are to be elected; thus, the Committee shall function with its numbers reduced by one in such deliberations.

- d. The Department Sabbatical Committee and the Department Chair shall provide in writing their recommendations no later than November 15, and shall address the merit of the proposal, the probability of completion, and the needs of the department during the period for which the sabbatical leave is requested. Both the Department Sabbatical Committee and the Department Chair shall discuss in their recommendations the merits of the proposed sabbatical and the basis for their decision. These recommendations shall be given appropriate weight by the subsequent reviewing parties. The Department Chair's recommendation shall also set forth a proposal as to how the normal assignments of the faculty member will be handled. Departments which have members on sabbatical leave should accept reasonable increases in class size when department members agree that such increases will not seriously detract from the welfare of the students. The Department Chair may recommend that a faculty member not receive a sabbatical, regardless of its merits, if in the opinion of the Department Chair, the sabbatical will cause an undue burden on the department faculty. Efforts shall be made by Department Chairs and deans to seek a solution to circumstances that do not allow for a faculty member to receive a sabbatical due to the burden upon the department or for other reasons.
- e. The School Dean shall provide, in writing, their recommendation and written evaluation of the proposal on or before December 1.
- f. The Grants and Sabbaticals Committee shall review all applications for sabbatical leaves along with the evaluations (provided by the Department Sabbatical Committee, Department Chair and School Dean), on or after December 2, and provide their written recommendation on or before January 15.
- g. The recommendations of the Grants and Sabbaticals Committee shall be based on the above-stated aims of the sabbatical program and the proposed feasibility from both the implementation of the proposal and the planned handling of the department's needs in the absence of the faculty member. For each application, the Grants and Sabbaticals Committee shall either recommend that the sabbatical be granted or that it be denied. In the event the Grants and Sabbaticals Committee recommends that the sabbatical be denied, the written recommendation shall include enough detail to be useful to the applicant in a subsequent application.
- h. An application must demonstrate that the sabbatical leave meets the purposes established under Article XI.D., above; for example, a sabbatical

leave that enables the completion of a body of scholarly work culminating in a submission of an artifact (as defined by the departmental or school scholarship statement). However, an application need not propose the submission of a particular artifact in order to meet the purpose of a sabbatical leave. The applicant should explain how the proposed objectives will contribute to future scholarly artifacts or otherwise increase the faculty member's competence as a scholar and/or teacher. A sabbatical for the purposed of improved teaching or for the development of a new course should identify the specific new teaching techniques or enhancements, the timeframe for implementation, the plan for evaluation of the enhancements, and the coursework to be engaged in.

- i. When the number of positively recommended applications exceeds the number of allocated sabbaticals, priority shall, in general go to the applicants with the longest period of service to the University since their last sabbatical leave. However, the Grants and Sabbaticals Committee may include in their recommendation to the Provost a rationale for giving particular applications higher priority.
- j. The Provost shall review the written recommendations of the Grants and Sabbaticals Committee in regard to sabbatical leaves upon receipt from the Committee.
- k. The Provost shall make all sabbatical leave decisions based on the above-stated aims of the sabbatical program; however, the granting or non-granting of a sabbatical shall not be either grievable or arbitrable. The Provost shall provide, in writing, their sabbatical leave decision to the faculty member, with copies to the Grants and Sabbaticals Committee, the Department Chair and the School Dean, on or before February 1. The Provost, in their sole discretion, may modify deadlines set forth in this sabbatical application process in order to protect the applicant from delays that are not the fault of the applicant.
- l. If a faculty member determines that they need to change the professional activities to be carried out under the sabbatical from those activities set forth in the application for the sabbatical filed under Paragraph 3a of this Section, the faculty member shall give prior notice to the Provost of such change, explaining the nature and circumstances of the proposed change, and the Provost shall review and approve the proposed change in professional activities. If the Provost determines that they cannot approve the change, the matter shall be referred to the Grants and Sabbaticals Committee who shall review the matter and make a recommendation to the Provost, who shall make a final decision.
- m. Within six (6) weeks after the beginning of the semester following the sabbatical leave, the faculty member shall provide a detailed written report of the activities undertaken and accomplished during the period of the

sabbatical leave to the Provost and the School Dean, with a copy to the Chair of the Grants and Sabbaticals Committee and to the Department Chair. The report shall verify that the faculty member engaged in an appropriate level of professional activity in connection with the purpose of the sabbatical and shall include evidence of such activity but shall not necessarily require the publication of a scholarly artifact.

- n. In any case in which two of the following three people, the School Dean, Department Chair or the Chair of the Grants and Sabbaticals Committee, believe that the faculty member substantially neglected to follow through on the purpose of their sabbatical leave, they may request that the matter be reviewed by the School Dean, Department Chair and the Chair of the Grants and Sabbaticals Committee. The faculty member and a FAMCO representative shall be granted the opportunity to attend the review process. That group, by majority vote, shall recommend in writing to the Provost whether the faculty member substantially neglected to follow through on the purpose of their sabbatical leave. If it is determined by the Provost that the faculty member substantially neglected to follow through on the purpose of their sabbatical leave, the faculty member shall be ineligible for future one-semester sabbaticals for a period of eight (8) years and future academic-year sabbaticals for a period of fourteen (14) years. In the case of either a one-semester or academic-year sabbatical leave, the time period before another sabbatical leave can be taken commences upon the return of the faculty member from that one-semester or academic-year sabbatical leave. There shall be no right to file a grievance regarding the Provost's decision under Article VII of the Agreement; provided, however, the Provost's decision may be taken by the Association to an outside mediator, jointly agreed to by the parties, who shall preferably have experience in higher education. The decision of the mediator shall be binding.

4. Conditions and Exclusions

- a. A sabbatical leave need not require the faculty member's absence from home and community but must require release from normal University assignments. A faculty member may participate in activities that will not interfere with the completion of sabbatical objectives if the Provost or the faculty member makes a reasonable request to participate in such activities that is approved by the other party. Faculty on a semester or academic year sabbatical may teach in the summer preceding the sabbatical leave. Faculty on a spring or academic year sabbatical may teach summer courses after June 30th in the summer following the sabbatical leave.
- b. Applicants for a sabbatical leave shall agree at the time that they apply for such a grant to serve on the University Faculty as a full-time faculty member for at least two (2) consecutive full academic years (four semesters) immediately after the expiration of the term of the grant. The Provost has the discretion to waive this requirement for a faculty member who is

receiving a purchase of tenured faculty contract under Letter of Understanding #1 of this Agreement. If the recipient shall fail to fulfill this requirement for reasons within their control (e.g., voluntary separation from the University), the repayment shall be in proportion to the number of full-time semesters served at the University subsequent to the leave, unless otherwise mutually agreed. If the faculty member's contract expires before this requirement can be satisfied, or should the faculty member suffer disablement such that this requirement cannot be satisfied, the repayment provision shall be annulled. The Association shall be a party to any mutual agreement in conflict with the preceding provision.

- c. During the sabbatical leave, a faculty member may accept other compensation only if it is wholly relevant to the sabbatical proposal, and if the total compensation from Monmouth University and the other sources is not more than 100% of the Monmouth University base salary during the period of the sabbatical leave. Monies strictly designated as expenses (i.e., not compensation) may be accepted.
- d. A sabbatical leave shall be counted in years of service to Monmouth University.
- e. The faculty member shall be entitled to maintain the use of their office space on campus during the time period of the sabbatical leave; however, if the faculty member is not utilizing their office during the time period of the sabbatical and the Provost determines that the office space is needed for use by another faculty member due to a shortage of available office space, the Provost may, after consultation with the faculty member, have another faculty member utilize the office during the faculty member's sabbatical leave. A faculty member receiving a sabbatical under this Article of the Agreement shall retain all rights and privileges of an active faculty member, including but not limited to access to the University's electronic resources, library, parking and other privileges. The faculty member shall also have the option of continuing in departmental activities and departmental email aliases or may ask to be temporarily removed from such matters.

5. Financial Arrangements

- a. While on a Fall or Spring semester sabbatical, a faculty member shall receive 100% of base salary. While on a two-semester sabbatical leave, a faculty member shall receive eighty percent (80%) of base salary and the remaining twenty percent (20%) of gross base salary shall be a required business expense of the faculty member. This non-refundable twenty percent shall be placed in the Provost's salary account for partial payment for coverage of the absent faculty member's assignments.
- b. While on sabbatical leave, faculty members retain all rights and privileges of their rank and position, including monetary benefits, with the provision

that the faculty member is solely responsible for the exercise of said rights and privileges.

- c. The non-refundable twenty percent (20%) of the on-sabbatical-leave faculty member's gross salary shall be used by the University in consultation with affected Department Chairs and School Deans to help defray the costs of replacements for faculty members on sabbatical leaves, provided other arrangements cannot be made.

E. Summer Faculty Fellowship

1. Each tenure-track faculty member applying for a summer faculty fellowship under this Paragraph shall receive at least one (1) summer faculty fellowship during their tenure review period starting with the summer following their second academic year of employment. It is the goal of the parties to this Agreement that all tenure-track faculty members submitting acceptable applications shall receive a summer faculty fellowship no later than the summer of their fourth year of service. A faculty member who has been on leave for a summer faculty fellowship shall be eligible to take another summer faculty fellowship every three (3) years after completing a summer faculty fellowship, contingent upon a successful application.
2. Summer faculty fellowships shall be awarded for the following purposes: scholarship, research, and publication, including related travel and creative work in literature or the arts, where such grant will result in the scholarly enrichment and increased professional competence of the faculty member, their increased value to the University, and enhancement of the University's reputation in the academic community. A summer faculty fellowship may also be used for purposes of professional renewal, e.g., improvement of teaching. The application for a summer faculty fellowship must identify objectives that can be evaluated by the Grants and Sabbaticals Committee and the Provost.
3. Applicants for summer faculty fellowship grants shall agree at the time that they apply for such grant to serve on the University Faculty as a full-time faculty member for at least two (2) full academic years after expiration of the term of their grant. Recipients who fail to fulfill this requirement shall repay to the University the sum received from the University, unless otherwise mutually agreed. In case of disability, see Article XI, Section D.4.b.
 - a. Each application for summer faculty fellowship shall be made in writing to the appropriate Department Sabbatical Committee, with a copy to the Chair of the Department and the School Dean, on or before November 1. If approved, the Department Sabbatical Committee shall make its written recommendations to the Grants and Sabbaticals Committee on or before November 15.
 - b. The Grants and Sabbaticals Committee shall recommend summer faculty fellowships to the Provost in writing, in order of priority, on or before

December 15 with copies to the appropriate Department Chair and School Dean. The Provost shall notify each recommended applicant in writing of their decision concerning the application on or before February 1. The decision of the Provost shall be final. Copies of such notice(s) shall be given to the aforesaid Committee on or before February 1. If approved, the summer faculty fellowship shall become effective during the succeeding fiscal year.

- c. Tenure-track faculty shall have nine (9) summer faculty fellowships reserved each summer and tenured faculty shall have seven (7) summer faculty fellowships reserved each summer. If in any year the maximum number of reserved summer faculty fellowships is not used by either group, the extra unused summer faculty fellowships may be shifted over to the other group if needed to satisfy all requests. If the funds for the one-semester or one-year sabbaticals are not exhausted, they shall be used for summer faculty fellowships, provided that there are applications that have been filed according to the procedures of the Agreement, positively recommended, and not awarded because of an excess of positively recommended applicants.
4. The award of a summer faculty fellowship shall not be automatic, but the respective committees and the Provost shall consider the advantage to the applicant as a scholar and teacher and the advantage to the University.
5. Salary payments for a summer faculty fellowship shall be ten thousand dollars (\$10,000). Faculty members granted summer faculty fellowships shall remain responsible for their duties as a faculty member including, but not limited to attending department meetings and other service through the end of the academic year of June 30th and may teach in Summer Session A.
6. Academic employment during a summer faculty fellowship grant is prohibited after June 30th, except that faculty may supervise students engaged in research, if the research is related to the summer faculty fellowship project. Faculty may apply to the Provost for exceptions that do not interfere with the completion of the summer fellowship project.
7. On or before the following November 1 each grantee shall submit to the Chair of the Grants and Sabbaticals Committee, with a copy to the Department Chair, School Dean, and the Provost, a written report describing the activities performed under the grant/fellowship and the purpose for which the sums were expended and the results achieved. In any case where two of the following three people, the School Dean, Department Chair or the Chair of the Grants and Sabbaticals Committee, believe that the faculty member substantially neglected to follow through on the purpose of their fellowship leave, they may request that the matter be reviewed by the School Dean, Department Chair and the Chair of the Grants and Sabbaticals Committee. The faculty member and a FAMCO representative shall be granted the opportunity to attend the review process. That group, by majority vote, shall

recommend in writing to the Provost whether the faculty member substantially neglected to follow through on the purpose of their fellowship leave. If it is determined by the Provost that the faculty member substantially neglected to follow through on the purpose of their summer faculty fellowship, the faculty member shall be ineligible for future summer faculty fellowships for a period of six (6) years. There shall be no right to file a grievance regarding the Provost's decision under Article VII of the Agreement; provided, however, the Provost's decision may be taken by the Association to an outside mediator, jointly agreed to by the parties, who shall preferably have experience in higher education. The decision of the mediator shall be binding.

8. Non tenure-track full-time faculty and non-members of the bargaining unit are ineligible for faculty summer faculty fellowships.
9. No summer faculty fellowship shall be taken in the same year as a one-year or one-semester sabbatical. No summer faculty fellowship shall be taken in the summer following an academic year in which a faculty member has taken a one-year or one-semester sabbatical.
10. Allocation of Sabbatical Grants. In the evaluation of sabbatical and summer faculty fellowship applications, scholarship and the improvement of teaching will be a primary consideration. Review of fellowship applications shall be based on the criteria set forth in this Article XI, Section D and Article XI, Section E, Paragraph 2 of this Agreement. Sabbatical grants and summer faculty fellowships shall not be awarded solely on the basis of the length of service of a faculty member.

F. Professional Travel Allowance

1. The University shall budget a sum to be used to reimburse faculty members for authorized reasonable expenditures incurred while participating at professional meetings or conferences. Administration of travel monies for faculty travel shall be carried out by two Travel Coordinators, one appointed by the Provost ("PTC") and one appointed by the Association ("FTC") who shall serve in an advisory role to the Provost regarding the allocation of travel monies. The FTC will be available to assist faculty in the application process. The PTC shall make an initial determination as to the validity of each travel application filed by a faculty member. If the PTC determines that the application is valid and that sufficient funding exists to fund the request, the PTC shall recommend approval of the application to the Provost. If the PTC determines that the application is invalid, the PTC and the FTC shall jointly consider the merits of the application, communicate with the applicant and make a joint recommendation to the Provost. If the PTC and the FTC cannot agree upon a joint recommendation to the Provost, each shall file their own recommendation with the Provost.
2. Application for such travel expenses shall be made in writing to the Department Chair for approval, who shall forward it to the PTC. The PTC and the FTC, as required under Section F.1 above, shall make recommendations to the Provost who

shall have final approval authority. Prior to making their final decision, the Provost shall consult with the faculty member's School Dean in order to determine whether any travel funds from that school are available to assist in the funding of the faculty member's proposed travel. The Provost's office shall create a shared drive accessible by the FTC which will contain information about travel fund usage which will be updated on a monthly basis.

3. The Department Chair shall ensure that appropriate arrangements have been made to cover any classes scheduled during the faculty member's absence.
4. The annual budget shall be allotted in order to provide for travel in both the fall and spring semesters. Requests for travel shall be submitted by no later than 30 days prior to the start of the travel. This deadline may be waived for faculty applying for travel during their first month of employment. This deadline shall be applied in connection with the submission of the travel request form by the faculty member and shall not be dependent upon the timing of the review of the Department Chair. Requests submitted after the deadline shall not be considered unless accompanied by documentation demonstrating that the invitation to attend the professional meeting or conference was not received until after the deadline and that the application was submitted within ten (10) days of the receipt of the invitation or for other demonstrated good cause as determined by the PTC and FTC. In no event shall travel funds be awarded subsequent to the actual travel taking place. The PTC and the FTC, as required, shall make their recommendation in order to ensure that the total amount expended for the fiscal year does not exceed the budget.
5. The following guidelines shall be used by the PTC and FTC in making their recommendation to the Provost as required under Paragraph F.1 above:
 - a. Professional Enrichment for attending conferences, lecture series, continuing education, workshops or meetings adding to professional knowledge: \$500 for tenure-track and tenured faculty; \$1,500 for non-tenure-track faculty
 - b. Participation above the level of Professional Enrichment includes but is not limited to: presenting papers or posters, serving on panels, acceptance of awards, and conducting business as an officer of a professional organization
 - c. A faculty member's travel related to their administrative roles shall not be funded through travel allowance funds
 - d. Total for Individual per Fiscal Year: \$2,100
 - e. Periodically, the Provost and the President of the Association shall review the use of travel money.
 - f. A faculty member may exceed the \$2,100 annual limit for travel under special circumstances with the approval of the PTC and/or FTC and the Provost. Such special circumstances must be presented in the faculty

member's travel application based upon the location, nature and importance of the travel to the faculty member and the University. A faculty member may not exceed \$4,200 in such travel costs in any one year and any travel costs which exceed \$2,100 shall be deducted from that faculty member's travel funding eligibility for the following year. A faculty member may not use this provision to fund travel more frequently than every third year.

6. When travel funds are limited at the end of the academic year, in order to ensure that the funds are used in the best interests of the faculty and University, the PTC and FTC shall consider the following priorities in making its recommendations for travel grants:
 - a. Faculty shall receive preference in the following order from highest to lowest: tenure-track, tenured, and full-time non-tenure-track faculty.
 - b. In case of coauthored papers, a travel grant may be awarded to one or two coauthors from Monmouth University who will be co-presenting the paper.
 - c. The first travel request from an individual faculty member in a given fiscal year will receive higher priority than subsequent requests in the same fiscal year.
 - d. Preference shall be given to applicants who have been denied travel grant funding in the previous two years.
 - e. Preference shall be given to faculty who are presenting at conferences over those faculty traveling for professional enrichment.
7. Funding for professional travel under this section of the Agreement shall be \$290,000.

In the event that the funds set forth above are not sufficient in any year to cover all faculty professional travel approved by the PTC and FTC, the PTC and FTC may apply to the Provost for additional funding for the remainder of the year. The decision of providing additional funding and the amount thereof shall be in the sole discretion of the Provost.

8. A faculty member's remaining travel allowance in any given year shall be calculated based upon actual expenditures of travel monies paid out by the University and not by the estimated expenditures set forth in the faculty member's travel application(s).
9. Reimbursement for all travel expenses shall be in accordance with the University's [Travel, Entertainment and Food Policy](#) for employees. Under such policy, the University shall have the right to question any travel receipt that appears to be excessive or otherwise violate the policy and faculty members shall be responsible to justify reimbursement in accordance with the policy prior to reimbursement.

G. VOLUNTARY PROFESSIONAL DEVELOPMENT (VPDP) AND SALARY RENEGOTIATION PROGRAM

1. A faculty member may confer with a panel composed of the School Dean, another faculty member chosen by the applicant, and a third appointee agreeable to all parties to set forth a three-year plan of professional development or activities. This may include but is not limited to improvement of teaching effectiveness (as measured by a mutually agreed process), publications, concerts, exhibits, or other agreed upon activities. No such plans shall diminish teaching effectiveness. Any acceptable plan of activity that enhances or maintains the value or contributions of a faculty member to Monmouth University will result upon completion in a \$2,500 increase in base salary of that faculty member, at the beginning of the fourth year, in accordance with the following action plan and timetable:

<u>Action</u>	<u>Responsibility</u>	<u>Deadline</u>
1. Notification to all parties (Provost, School Dean, department Chair, FAMCO President) of desire to participate	Faculty applying for VPDP; Faculty member will get sign-off form for VPDP from Provost's Office	Feb. 15
2. Representatives determined	Faculty applicant in consultation with School Dean	Mar. 1
3. Development plan submitted to representatives	Faculty applicant	Mar. 15
4. Panel and candidate confer on plan	School Dean will convene meeting	Apr. 1 – Apr. 15
5. Approval of plan by entire panel	School Dean will certify that plan is approved by entire panel and send signed form and relevant documentation to Provost	Apr. 30
6. Approval of plan by Provost	Provost will notify faculty applicant, with copies to panel members and faculty applicant's Department Chair	May. 15
7. VDPD begins in academic year following approval		
8. Annual progress report to all parties and Provost*	Faculty applicant (academic years two and three)	October 1
9. Final report to all panel Members	Faculty applicant	October 1 (academic year four)
10. Certification by panel,	Panel; Provost	October 15

School Dean and the Provost
of the completion of plan
and implementation of
base salary increase

(academic year four)

*A meeting with the Provost regarding approval/disapproval/revision of plan/ abandonment of program will be held if necessary and at the request of one of the parties to the plan.

2. Deadlines for the actions noted above are to be observed strictly. Faculty applicants, for example, who do not notify the appropriate parties of their desire to participate by February 15 will not be allowed to go forward with their application in that academic year.
3.
 - a. The total sums expended on completed VPDPs shall not exceed \$25,000 per fiscal year. If the number of completed VPDPs exceeds 10 in a specific year, faculty members who have completed the fewest VPDPs will have priority. If faculty members have completed the same number of VPDPs, preference will be given to those with more years of service. Completed VPDPs that are passed over will be placed in the pool of completed VPDPs of the subsequent academic year and given priority.
 - b. Faculty who successfully complete the program are eligible to reapply after five academic years, provided that they follow the established timetable. Faculty may complete the program up to six times.
 - c. The professional development and activities which are the basis for the VPDP should be in addition to scholarship or other activities that form the basis for a faculty member's application for continuance, tenure, promotion, graduate faculty status or scholarship review. The additional professional development and scholarship completed during the VDPD may be noted in the faculty member's application for continuance, tenure and/or promotion if it is identified as such, although would not form the basis for continuance, tenure and/or promotion.
 - d. Full-time members of the faculty covered by this Agreement are eligible to participate in VPDPs. Non-members of the bargaining unit (e.g. Department Chairs, assistant deans, associate deans, or Deans) are not eligible to participate in VPDPs while they perform their administrative functions unless their VPDPs began prior to the assumption of their administrative positions.

H. Discretionary Load Reductions

Additional reductions in load for all full-time faculty during the academic year may be granted by the Provost for the pursuit of creative, scholarly, service or other appropriate activities. The request for a reduction in course load must be submitted to the Provost by

February 1st for the following fall or spring semester. Requests for a course load reduction after February 1st for the upcoming academic year shall only be considered for compelling and exceptional circumstances. The granting of such requests shall be at the discretion of the Provost and shall be decided and communicated by March 1. The Provost shall, by the middle of each semester, provide the Association President with a list of all load reductions.

I. External Grants

1. Faculty applying for external grants shall be governed by the Office of Grants and Contracts (“OGAC”) Policies and Procedures Manual located on the OGAC website.
2. Faculty members who receive an external grant may receive release time at their institutional base salary (IBS) rate. Under no circumstances shall salary charges to Federal, State or private foundation awards exceed the proportionate share of the IBS for the applicable period. Salary charges shall also be in direct proportion to the time and effort expended on grant activity. Release time shall be permitted provided that the release time is approved by the Dean prior to submittal of the grant proposal.
3. Release time shall comply with the terms and conditions of the grant award and applicable state and federal regulations.
4. Faculty who receive release time shall remain as a full employee; keep their salary and retirement contributions; retain their health care; and have access to apply for travel money as set forth in this Agreement.
5. In accordance with the OGAC Policies and Procedures Manual, faculty working a ten-month contract may apply in a grant for summer funding. Faculty receiving a one-year sabbatical may apply in a grant for funding to cover the full sabbatical salary reduction if the sabbatical activities include work on the grant.
6. A faculty member receiving a grant may propose a written plan, separate from the grant proposal, to utilize a portion of the indirect costs received by the University in connection with the grant for the purpose of research activities, including funding student research. Such proposals shall be made to the School Dean for their approval. Decisions of the School Dean may be appealed to the Provost, or their designee.

END OF ARTICLE

ARTICLE XII. LEAVES OF ABSENCE

A. Leaves of Absence Without Pay/Modified Work Schedule

1. Leaves of absence without pay for a period of up to two (2) years may be granted when leave is needed for the care of a child, spouse, domestic partner, parent or parent-in-law; advanced study; disability; professional experience; political office; or travel combined with directed and planned study.
2. A modified working schedule for teaching and/or service may be granted when the modified working schedule is needed for the care of a child, spouse, domestic partner, parent or parent-in-law or due to the faculty member's personal health.
3. Faculty members shall submit written requests for such leaves or modified working schedules with appropriate reasons and documentation to their Department Chair, with a copy to the Provost and the School Dean. Such request should be submitted as early as possible, and if feasible, at least by the beginning of the semester prior to semester(s) for which the leave is desired. The Department Chairs will submit their recommendations pursuant to the request to the School Dean, who will make recommendations to the Provost, who will pass on each case individually and advise the applicant in writing of the decision of the University.
4. Leaves of absence or the modification of a working schedule will not be granted unless an arrangement, satisfactory to the Dean of the School, Department Chair, and Provost, can be made to carry on the work of the faculty member concerned. Any leave of absence or modified working schedule which lessens the faculty member's regular load shall carry an appropriate modification to the faculty member's salary. A faculty member shall not be penalized under the tenure and promotion process set forth under Article V of this Agreement for obtaining a leave of absence or modified work schedule under this section. See Article V, Section G, Paragraph 6.

B. Rights and Privileges

1. A faculty member whose employment has been interrupted by military service in order to fulfill a military obligation and who has returned to the University immediately after separation from the military service shall be deemed to have continuous employment with the University. While such faculty member's time in military service shall be applied as part of seniority, such time is not counted in the calculation of probationary years prior to attaining tenure.
2. While on leave of absence, faculty retain all rights and privileges of their rank and position, excluding monetary benefits, with the provision that faculty members are solely responsible for the exercise of said rights and privileges. To the extent allowed under the applicable contract between the University and its health insurance carrier, a faculty member on a leave of absence or reduced work schedule may maintain their medical insurance benefits during their leave of absence or reduced work schedule provided the faculty member makes all required employee

contributions required for such insurance coverage on a timely basis. For the first six months, the University shall pay the University's portion of the premium, thereafter, the faculty member shall be required to pay the full premium until the faculty member returns from the leave of absence. Leave of absence without pay implies continuation of appointment for the next contract period following the leave of absence, except under extraordinary circumstances (Articles V, VI, and VIII).

3. The faculty member shall be entitled to maintain the use of their office space on campus during the time period of the leave of absence unless the Provost determines, after consultation with the faculty member, that the office space is needed for use by another faculty member due to a shortage of available office space.

C. Requests to Modify Tenure Clock

1. A formal leave of absence for any period of one academic year or part thereof may at the request of the faculty member and with the approval of the Provost be considered as a year of service at Monmouth University for the purposes of the tenure and promotion process set forth under Article V of this Agreement. Otherwise, the period of any formal leave of absence shall not be calculated as years of service towards the fulfillment of tenure as set forth in Article V, Section G, Paragraph 6 of this Agreement.
2. In the event of the birth of a child or the adoption of a child under the age of five (5), the University will offer the involved faculty member an extra year to fulfill the requirements for tenure under this Agreement. This offer shall be made regardless of whether or not the faculty member takes a leave of absence in conjunction with the event. The faculty member may, at their sole discretion, choose to not use the offered extra time. The faculty member's decision on whether to use the extra year of time must be communicated to the Provost in writing as set forth in Paragraph 5 below.
3. A faculty member may request an extra year to fulfill the requirements for tenure under this Agreement under the following circumstances:
 - a. If during the course of any fiscal year (July 1 to June 30), the faculty member qualifies for and actually takes ten (10) or more cumulative weeks of leave under either the Family Medical Leave Act ("FMLA") or the New Jersey Family Leave Act ("NJFLA"), or a combination of leaves under both of those acts, then the following procedures shall apply to requests to stop the tenure clock under this paragraph:
 - i. During Years 1, 2, 3 and 5 of the tenure review process, when the faculty member is not being evaluated for tenure candidacy or tenure, the determination as to whether the faculty member has accumulated at least ten (10) cumulative weeks of actual FMLA or NJFLA leave during the course of the fiscal year shall be made at

the end of the fiscal year by counting the amount of such leave taken during the course of the fiscal year. If the amount of the cumulative eligible leave meets or exceeds ten (10) weeks during such year, that year shall not count as a year of service for purposes of the tenure process. If the amount of the cumulative eligible leave taken is less than ten (10) weeks during such year, that year shall count as a year of service for purposes of the tenure process.

- ii. During Years 4 and 6 of the tenure review process when the faculty member is being evaluated for tenure candidacy or tenure, the faculty member shall submit their medical documentation in support of their FMLA or NJFLA leave, as well as any other supporting documentation by no later than September 15th of the fiscal year. If the medical documentation provided in support of the request for FMLA or NJFLA leave estimates that the amount of cumulative eligible leave over the course of the fiscal year will meet or exceed ten (10) weeks during such year, that year shall not count as a year of service for purposes of the tenure process. If the amount of estimated cumulative eligible leave is less than ten (10) weeks during such year, that year shall count as a year of service for purposes of the tenure and promotion process and the faculty member shall submit their dossier in support of their application for tenure candidacy or tenure as appropriate. If the faculty member is unable to submit their application materials by October 1st, he or she may apply to the Provost for a short extension of time, no more than two weeks, for their application to be submitted. Requests for an extra year to fulfill the tenure requirements that occur during Years 4 and 6, but after the filing of the faculty member's dossier, shall be governed by Paragraph C. 3(a)(1) above.
- b. If during the course of any fiscal year (July 1 to June 30), the faculty member qualifies for but does not actually take any leave under either the Family Medical Leave Act ("FMLA") or the New Jersey Family Leave Act ("NJFLA"), or a combination of leaves under both of those acts, then the faculty member shall not be required to apply to stop the tenure clock under this paragraph. The following procedures shall apply to requests to stop the tenure clock under this paragraph:
 - i. During Years 1, 2, 3 and 5 of the tenure review process when the faculty member is not being evaluated for tenure candidacy or tenure, the faculty member may submit the medical documentation which would likely support a successful request for leave under either the FMLA or NJFLA as well as any other supporting documentation at any point during the fiscal year. If the medical documentation provided in support of the qualification for FMLA or NJFLA leave estimates that the amount of cumulative eligible leave over the course of the fiscal year that the faculty member

would be eligible for would meet or exceed ten (10) weeks during such year, that year shall not count as a year of service for purposes of the tenure process. If the amount of estimated cumulative eligible leave is less than ten (10) weeks during such year, that year shall count as a year of service for purposes of the tenure process.

- ii. During Years 4 and 6 of the tenure review process when the faculty member is being evaluated for tenure candidacy or tenure, the faculty member shall submit the medical documentation which would likely support a successful request for leave under either the FMLA or NJFLA as well as any other supporting documentation by no later than September 15th of the fiscal year. If the medical documentation provided in support of the request for qualification for FMLA or NJFLA leave estimates that the amount of cumulative eligible leave over the course of the fiscal year will meet or exceed ten (10) weeks during such year, that year shall not count as a year of service for purposes of the tenure process. If the amount of estimated cumulative eligible leave is less than ten (10) weeks during such year, that year shall count as a year of service for purposes of the tenure process and the faculty member shall submit their dossier in support of their application for tenure candidacy or tenure as appropriate. If the faculty member is unable to submit their application materials by October 1st, he or she may apply to the Provost for a short extension of time, no more than two weeks, for their application to be submitted. Requests for an extra year to fulfill the tenure requirements that occur during Years 4 and 6, but after the filing of the faculty member's dossier, shall be governed by Paragraph C. 3(b)(1) above.
 - c. Under Paragraphs 3 (a) and (b) above, when calculating the amount of leave, any time during the months of July and August during which a faculty member would have qualified for either FMLA or NJFLA Leave had he or she been actively working shall be counted towards the yearly total of leave for the fiscal year. Further, any contiguous qualifying leave which spans the end and the beginning of two fiscal years may be combined to form the basis of a request to stop the tenure clock under this subsection; provided, however, that such combination of qualifying leave shall be applied to support the request to stop the tenure clock for only one year.
 - d. No more than two one-year delays may be granted under this subsection C. 3 to any faculty member during their probationary time period under Article V of this Agreement.
4. A faculty member shall not be penalized, under the tenure and promotion process set forth under Article V of this Agreement, for either using or not using the extra time under this section.

5. Any faculty member's request to use an extra year of time as allowed for under this Article must be communicated to the Provost in writing as soon as known by the faculty member in order to allow for the orderly administration of the tenure and promotion process.
6. The Provost shall have the discretion to stop the tenure clock and allow additional time for the completion of a faculty member's tenure review process when, in the Provost's sole discretion, the factual circumstances and principles of fairness support such an action. Such action may be taken by the Provost even if the circumstances are not provided for in Section C of this Article.

D. Coverage for Ill or Disabled Faculty.

1. The compensation for the fall and spring semesters of the academic year of a sick or disabled faculty member who has served at least one full academic year at Monmouth University shall be maintained by the University up through one half of a faculty member's base salary. The payment under this section shall be payable over the timeframe the disabled employee is unable to work and for which the employee would have been paid, for up to six months after which time the sick or disabled faculty member may apply for benefits under the then applicable Total Disability Insurance Policy. A faculty member who becomes sick or disabled while teaching a course during the summer sessions and does not teach the entire course, shall have the option to be paid, on a prorated basis, only for that portion of the course taught by the faculty member. If the faculty member wishes to receive the full pay for partially teaching the course, they may request such full pay from the Provost, provided the overpayment will be resolved through cashing in a comparable amount of banked credits or teaching a comparable amount of credits in addition to the normal load, in the subsequent academic year, without additional overload compensation.
2. The sick or disabled faculty member who is eligible for paid leave under paragraph 1 of this section shall be required to apply for temporary disability benefits through the University's private insurer. Since the faculty member is on a paid leave of absence, any disability benefits payable to the faculty member for this period must be returned to the University by endorsing such payments to the University.
3. Coverage of the sick or disabled faculty member's classes and other obligations is done voluntarily by departmental colleagues, for a period of up to two weeks, after which an appropriate substitute shall be arranged for by the Chair of the Department with the approval of the Dean and Provost to cover the faculty member's classes and other obligations. This provision represents the only sick time coverage provided for sick or disabled faculty members.

E. Coverage for Dependent Care.

1. In the event that a faculty member requires a leave under the Family Medical Leave Act ("FMLA") or the New Jersey Family Leave Act ("NJFLA") to care for a

dependent as provided for under the FMLA or the NJFLA, coverage of the faculty member's classes and other obligations shall be covered voluntarily by departmental colleagues for a period of up to two weeks, after which an appropriate substitute shall be arranged for by the Chair of the Department with the approval of the Dean and Provost.

F. Parental Leave.

1. A faculty member who gives birth shall be entitled to a disability leave as set forth in the University's Policy on Faculty Maternity and Child Rearing Leaves.
2. In the case of the birth of a child, an eligible faculty member may also elect a child rearing leave as set forth in the University's [Policy on Faculty Maternity and Child Rearing Leaves](#).
3. An eligible faculty member who adopts a child under the age of five (5) years of age and due to the adoption process, or in order to care for the newly adopted child immediately following the arrival of the adopted child in the faculty member's home, shall be entitled to a paid leave of absence as set forth in the University's Policy on Faculty Maternity and Child Rearing Leaves.

G. Statutory Rights

1. Nothing in this Article shall serve to remove any rights which faculty may have under federal and state law, including, but not limited to, the Family Medical Leave Act and the New Jersey Family Leave Act, or any amendments thereto.

END OF ARTICLE

ARTICLE XIII. DUES DEDUCTION

- A. During the life of this Agreement the University agrees to deduct membership dues in an amount established and certified in writing by the Association, in accordance with and to the extent permitted by applicable State or Federal laws, from the wages due any employee in the bargaining unit who individually and voluntarily gives the University written authorization to do so on or before October 15. Full-time faculty (tenured, tenure-track, and non tenure-track) who are not regular members of the Union will contribute to a Representation and Negotiation Fund an amount equal to 1/2 of the annual Association dues. The dues and the representation and negotiations fund contributions will be deducted in ten (10) equal amounts beginning with a deduction from the first salary payment in November and continuing with deductions from each salary payment made thereafter until the full authorized amount is deducted. The University shall forward the money deducted to the Treasurer of the Association on or before the 15th of the month following the month in which the dues are deducted.
- B. The written authorization shall continue unless the employee gives written notice of termination to the University and to the Association at least fifteen (15) days prior to any pay day. The Association agrees to indemnify and hold the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Association dues from an employee's pay. The Association assumes full responsibility for the monies so deducted once they have been forwarded to the Treasurer of the Association as set forth above.
- C. The University shall have no responsibility for the collection of initiation fees, special assessments, or any deductions, other than specified above.

END OF ARTICLE

ARTICLE XIV. PERSONNEL FILES

- A. Pre-Employment File. The Provost may maintain a pre-employment file which shall contain materials received by the University from persons other than the applicant in connection with the faculty member's application for employment. Access to and utilization of the pre-employment file shall be exclusive to the University Administration and shall not be available to the faculty member or others unless considered in connection with disciplinary action or their continuance as a faculty member.
- B. Personnel File
 - 1. The Provost shall maintain the official personnel file.
 - 2. Faculty members while employed shall be given reasonable opportunity to review the contents of their personnel files during regular working hours in the presence of one who normally has custody of the file. A representative of the Association may, with the faculty member's written authorization, accompany said faculty member while they review the file. A record shall be placed in the file as to those who have examined the file pursuant to this section.
 - 3. Faculty members may submit for inclusion in the file such material as they deem worthwhile.
 - 4. The faculty member shall be apprised of any derogatory material placed in the file and shall be invited to reply to same. With the consent of the Provost any unsubstantiated derogatory material placed in the file after the effective date of this contract may be removed.
- C. Benefits Files. Nothing contained in this article shall limit the University in the maintenance and retention of other records dealing with routine matters, including, but not limited to, payroll and benefits.

END OF ARTICLE

ARTICLE XV. ASSOCIATION RIGHTS, PRIVILEGES AND OBLIGATIONS

- A. Authorized representatives of the Association shall be permitted to transact official Association business relating to Monmouth University Faculty on University property at reasonable times, provided that they do not interfere with or interrupt normal University operations or the duties and responsibilities of the Faculty.
- B. Upon written request and with at least two weeks' notice, the University will make reasonable effort to make available to the Association an appropriate room for Association meetings, so long as the Association use does not interfere with the normal operations of the University. Departments and committees of the Faculty shall not hold meetings that will conflict with the single monthly general meeting of the Association normally scheduled for the third Wednesday at 2:45 - 4:15 P.M. in each month of the academic year. In April, the monthly general meeting of the Association will be scheduled for the second Wednesday at 2:45 – 4:15pm whenever Scholarship Week falls during the third week of April.
- C. Association representatives may use the visitors' parking lot facilities near the Administration Building when on official Association business in said building and only when space is available.
- D. The Association shall be permitted to use certain University facilities for purposes of official Association business relating to the Monmouth University Faculty, such as computers, duplicating equipment, calculating machines and audio visual equipment at reasonable times and with reasonable notice when such equipment is not otherwise in use and is available. The Association shall pay all costs in connection with such use including the cost of maintenance, repairs, materials, and supplies, telephone and postage, etc. The Association shall not request the help or assistance of any University clerk or University secretary during normal working hours. The Association officials may make reasonable use of department secretaries provided they have available time for the preparation of official written communications to the University relative to matters arising from and required by this Agreement.
- E. The Association may purchase expendable office supplies normally available from the University Bookstore at the price paid at the Bookstore by the departments of the University.
- F. The Association may post official Association bulletins, and notices relevant to the faculty on designated bulletin boards, without seeking prior permission or approval, provided that copies of each bulletin or notice shall be first provided to the Director of Recruitment and Employee Relations and the Provost.
- G. The Association may make reasonable use of existing interoffice mail distribution facilities for communications to the faculty provided such use does not interfere with the University use of such facilities.
- H. Whenever an Association representative or a faculty member is mutually scheduled by the University and the Association to participate during scheduled working hours in

negotiations or grievance proceedings, they shall suffer no loss in pay nor be expected to compensate for time spent in such activity.

- I. Where it will not interfere with the orderly functioning of the University or the faculty member's department, the schedules of the Executive Committee of the Association and the Chair of the Grievance Committee will be arranged in an attempt to provide time for such faculty members to engage in Association activities. The designated representatives of the Association shall be made known to the Provost and the departmental chairs whose departments are involved at the beginning of the semester preceding the semester for which consideration in schedules is requested.
- J. The University shall provide office space for the Association, if available.
- K. The President of the Association shall receive a three credit reduction per semester. In addition, the scholarship review process for the President of the Association shall be stopped for the time period they serve as President of the Association, plus an additional two years. If the President of the Association is on the graduate faculty, they shall retain that status for the duration of their service as President and their term shall be stopped for the time period they serve as President of the Association plus an additional two years, after which point the term shall resume. The Association's contract administrator or grievance officer shall receive a three-credit reduction per year. The Association's contract administrator shall receive a stipend in the summer equivalent to a three (3) - credit summer course. The Association shall receive a total of two additional three (3) credit reductions per year for its discretionary use. In addition, for each CBA negotiation, the Chair of the Association's negotiating committee shall receive a single three-credit course reduction, and one three-credit course reduction may be allocated by the Association to up to four members of the Association negotiating team which must be used during the spring semester in the final year of the contract.

END OF ARTICLE

ARTICLE XVI. MANAGEMENT PREROGATIVE

- A. The University retains and reserves, without limitations other than as specified expressly in this Agreement, all powers, rights, and authority vested in it and which it possessed prior to the signing of this Agreement.
- B. This Agreement shall be construed to repeal, rescind or otherwise modify any rules, regulations or promulgations of the University as they presently exist which are in conflict with the provisions of this Agreement. It shall be incorporated by reference in all letters of appointment and acceptance issued to faculty members. All rights, claims, privileges and obligations claimed under this Agreement or under the letters of appointment and acceptance shall be enforceable only through the procedures set forth in the Agreement.
- C. This contract contains the full agreement between the parties and no other term or condition of employment shall be the subject of negotiations during the term hereof unless mutually agreed to by the parties.
- D. The currently constituted agencies within the University or any such agency as may be constituted in the future shall function or continue to function at the University, so long as the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement, or the terms and conditions of employment of faculty, or attempt to accomplish that end.

END OF ARTICLE

ARTICLE XVII. NO STRIKE CLAUSE

- A. The Association agrees that in connection with labor relations matters it will not threaten, support, authorize, condone or participate in any slow down, strike, picketing, work stoppage, boycott, job action or interference of any kind with the University operations during the term of this Agreement. In the event of a breach of this article, the Association agrees to promptly take all reasonable steps to terminate the activity. In the event of activity in derogation of this article, the Association will take reasonable steps to terminate such activity.
- B. It is agreed that during the term of this Agreement, there will be no lock out of any or all bargaining unit members covered by this Agreement.

END OF ARTICLE

ARTICLE XVIII. MISCELLANEOUS

- A. Should a court of competent jurisdiction invalidate any part of this Agreement, all other provisions in it shall continue in effect.
- B. No faculty member may serve simultaneously as a member of both the University Qualifications Committee and the Association Grievance Committee.
- C. Nothing in this Agreement shall be interpreted as excluding student participation in departmental affairs. The extent of such participation shall be determined by the department faculty concerned unless specified elsewhere in this document.
- D. The parties agree that the open exchange of information, ideas, and opinions is essential to the proper functioning of the committees of this Agreement. To that end, it is agreed that committee members shall enjoy an immunity from liability for any statements made during committee work and for any reports prepared therefrom, provided the committee member has not acted maliciously, or wantonly and in reckless disregard of the rights of others.
- E. It is expressly agreed that nothing contained in the collective bargaining agreement between the parties shall deprive a faculty member or the Association the right to file an unfair labor practice charge with the National Labor Relations Board pursuant to the provisions of the National Labor Relations Act and the rules and regulations of the National Labor Relations Board promulgated pursuant thereto.
- F. In the event that new language added to this Agreement as a result of negotiations between the parties for the 2018-2021 Agreement conflicts with original language set forth in the 2015-2018 Agreement, the new language set forth in the 2018-2021 Agreement shall govern and supersede the unchanged language from the 2015-2018 Agreement. To the extent necessary, the parties shall work cooperatively to resolve any such conflicting language through the execution of a memorandum of understanding.
- G. Any changes to policies referenced in the Agreement during the life of the Agreement shall be communicated to the Association before the effective date of the change.

END OF ARTICLE

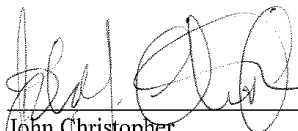
ARTICLE XIX. DURATION OF AGREEMENT

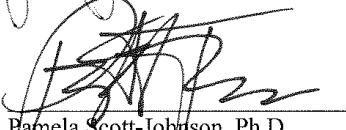
This Agreement shall be in effect for the period from July 1, 2021 to June 30, 2024, and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement after that 2024 date. Such notice shall be given no later than March 30, but not earlier than January 1 of the year of expiration or of any yearly extension. Whenever such notice is given by either party, the exact nature of any proposed modification desired must be stated in the notice, and the parties will then enter into negotiations.

The attached Letters of Understanding, Appendices and Memorandums of Understanding shall be made part of this Agreement and are incorporated herein by reference.

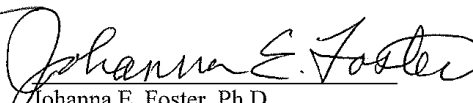
IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this 26th of October, 2021


MONMOUTH UNIVERSITY


John Christopher
Vice President and General Counsel


Pamela Scott-Johnson, Ph.D.
Provost and Senior Vice
President for Academic Affairs

FACULTY ASSOCIATION OF
MONMOUTH UNIVERSITY


Johanna E. Foster, Ph.D.
President, FAMCO


Maryanne Rhett, Ph.D.
Vice President, FAMCO

LETTER OF UNDERSTANDING #1

PURCHASE OF TENURED FACULTY CONTRACT

1. Application must be made to the Tenure Buy-Out Committee before April 15 of the academic year preceding the faculty member's last year of intended service. The Committee shall be composed of the Provost, a School Dean selected by the Provost, and two (2) tenured faculty members who have terminal degrees and full professor rank and can demonstrate a consistent and clearly recognizable record of scholarship and service. The tenured faculty members shall be jointly appointed by the Association and the Administration for a period of three years. The Committee shall decide the eligibility of applicants for the specific categories of tenure buy-out described below. The decisions of the Committee shall be made by majority vote, with ties decided by the Provost, no later than June 30 of the academic year in which applications are submitted. If the Committee accepts the application without a change in the specific category of tenure buyout requested by the faculty member, once the decision of the Committee to accept the application is communicated to the applicant, it shall be binding and irrevocable by the applicant. If the Committee changes the specific category of tenure buyout requested by the faculty member, once the decision of the Committee to offer a different specific category of tenure buyout is communicated to the faculty member, the faculty member shall have thirty (30) calendar days from the receipt of the offer to accept or reject the offer. Once the offer is accepted by the faculty member, it shall be binding and irrevocable by the applicant. The Provost, in their sole discretion, may approve the revocation of the application. The decisions of the Committee are not grievable.
2. In return for the voluntary relinquishment of tenure, the University shall offer the following packages to faculty members who apply for retirement.
 - a. 2-year buy-out at 160% of final academic year's base salary for a faculty member who satisfies the following conditions: a minimum of 10 years of tenured service; associate professor rank or higher; and demonstration of a consistent and clearly recognizable record of service to their department and school as well as the University.
 - b. 2 1/2 -year buy-out at 200% of final academic year's base salary for a faculty member who satisfies the following conditions: a minimum of 20 years of tenured service; associate professor rank or higher; a terminal degree; demonstration of a consistent and clearly recognizable record of service to their department, and school as well as the University; and as a general rule, satisfactory Scholarship Review on an average basis since their last promotion.
 - c. 3-year buy-out at 235% of final academic year's base salary for a faculty member who satisfies the following conditions: a minimum of 30 years of tenured service; the rank of professor; a terminal degree; demonstration of a consistent and clearly recognizable record of service to their department, and school as well as the University; and as a general rule, satisfaction of the scholarship criteria of the

Graduate Faculty on an average basis since their promotion/appointment to the rank of professor.

For the purposes of this paragraph, the years of tenured service required to be eligible for receipt of a tenure buyout shall not include any years of services served in an administrative position above the rank of Department Chair, including but not limited to President, Vice President, Associate/Assistant Vice President, Dean, Associate/Assistant Dean, regardless of whether the individual held faculty rank or taught any courses while serving in the administrative position. Such limitation shall only apply to administrative service which commenced with the start of the individual's employment at the University and shall not apply to administrative service which is a result of a faculty member who has previously served as a full-time faculty member at the University prior to accepting an administrative post.

3. As a general practice, the University will make available to tenured faculty a minimum of four (4) tenure buy-outs per year, assuming: (1) the number of applicants reaches that number; (2) the University faces no condition of financial exigency; (3) award of buy-outs will not significantly compromise the ability of a department to function. The University has the sole discretionary authority to determine the existence of Items (2) and (3) above. The four (4) tenure buy-outs shall be allocated in the following manner:
 - a. At least one buy-out will be awarded in the 235% category assuming that qualified applications have been submitted.
 - b. At least one buy-out will be awarded in the 200% category assuming that qualified applications have been submitted.
 - c. At least one buy-out will be awarded in the 160% category assuming that qualified applications have been submitted.
 - d. The fourth buy-out shall be awarded in either the 200% or the 160% category assuming that qualified applications have been submitted.
4. If the number of qualified applications exceeds the allotted number of tenure buyouts in any given year, priority will be given to candidates with the most years of tenured service at the University. In case of equal years of tenured service, preference will be given to candidates with the best qualifications. If there are too many qualified applicants for the higher buy-out categories, qualified candidates for the higher categories may accept a buy-out in the lower categories.
5. Under extraordinary circumstances, the University at its sole discretion may offer alternative buy-out arrangements in exchange for the voluntary relinquishment of tenure, not to exceed 235%.
6. The reassignment of the tenure line vacated due to a buyout to different departments or schools is entirely at the discretion of the University.

7. The University will provide medical, dental and life insurance coverage as described under the terms of this contract during the period of payment and deduct federal and state taxes.
8. In the event of death of the faculty member, any monies owed under the terms of this option will become due to their heirs or assigns.
9. The University will provide the opportunity for continued group medical coverage to be paid for by the faculty member subsequent to the period covered by the above in compliance with COBRA provided faculty member/dependents is eligible for said coverage.
10. Tuition remission under the terms of the contract of record at time of registration shall be available for the faculty member's dependent children at any time.
11. The University shall notify the Association in writing of the names of those who applied, the categories in which there were considered and the names of those whose applications have been accepted within ten (10) days of the acceptance.
12. The retiring faculty member shall execute a buy-out agreement with the University which shall include a general release to the University up to the time of the effective date of retirement. This requirement shall not apply to any faculty member who has an active legal action pending against the University.
13. Any faculty member disciplined or dismissed under Article VI of this Agreement, who as part of their sanction loses their eligibility to receive a tenure buyout under this Letter of Understanding, shall not be eligible to receive any benefits set forth herein. A faculty member who loses their eligibility to receive a tenure buyout under this Letter of Understanding as part of discipline imposed under Article VI of this Agreement, who continues to be employed for a period of ten years thereafter with no further disciplinary record, shall have their right to receive a tenure buyout under this Letter of Understanding reinstated.

LETTER OF UNDERSTANDING #2

REASSIGNMENT TO ADMINISTRATIVE POSITIONS

1. When a faculty member accepts a vacant administrative position with a salary lower than the faculty member's, the faculty member's salary will be retained but will be frozen until the salary assigned to the administrative position rises to parity with the faculty member's frozen salary.
2. Tenured faculty members shall be given first priority for a vacant administrative or teaching position (in another department) which will be filled for which the faculty member has the requisite qualifications.

LETTER OF UNDERSTANDING #3

TEACHING AT OFF-CAMPUS LOCATIONS

- A. Monmouth University seeks to place in faculty positions/assignments the best candidates available. In recent years the University has offered some of its programs at locations other than its West Long Branch campus, and the University believes that the best candidates available should be provided to all its students no matter where the location may be. In consequence of all the above, the University believes that certain full-time faculty will best serve the educational needs of its students at different locations. Faculty participation in any off-campus program is encouraged, but shall be on a voluntary basis, with the exception of any University branch campus which may be established at a future date.
- B. Thus, it is agreed between Monmouth University and the Faculty Association that special consideration should be granted those faculty members who teach in West Long Branch and at another location. In order to foster full-time faculty participation in appropriate off-campus programs, it is appropriate for the University to provide incentive pay for such full-time faculty. It is understood that the explicit purpose of such incentive pay is to encourage participation in such off-campus programs. It is also understood that full-time faculty are expected to become involved in the off-campus program to an extent beyond that of a part-time faculty member. The incentive pay program is available only to full-time faculty members participating in off-campus programs and is limited to programs offered at least 25 miles (one way) from the campus.
- C. The incentive pay and travel reimbursement is as follows:
1. Incentive pay - \$10.50 per mile (one way) based upon distance of off-campus program site from main campus. This pay shall be paid on a per course basis.
 2. Travel reimbursement – University established travel reimbursement rate at the time of travel.
 3. A meal allowance of \$110 per semester shall be paid to each faculty member teaching at an off-campus location.
- D. Thus, a full-time faculty member teaching in these programs as part of a standard load is eligible to receive both the travel reimbursement and the incentive pay. A full-time faculty member teaching in these programs on an overload assignment is eligible for the travel reimbursement, the incentive pay and the overload compensation. The incentive pay and travel reimbursement shall not be paid to any faculty member who is teaching the course at the off-campus location through an on-line method or other delivery system that does not require their presence at the off-campus location nor shall it apply to the teaching of a single class as a guest lecturer or other similar limited occurrence. In the event that the course delivery method only requires the faculty member's presence at the off-campus location on a limited basis, the faculty member shall be entitled to travel reimbursement for all travel to the off-campus location but the incentive pay and meal allowance set forth below shall be prorated to reflect the actual presence at the off-campus location.

- E. All faculty travel associated with this Letter of Understanding shall be reimbursed in accordance with the provisions of the University's Travel Policy.
- F. The following additional options shall be available to full-time faculty members who teach in the off-campus programs:
 - 1. When a faculty member teaches two courses on separate days or at different locations during a single term, a three-credit course reduction in total load will be granted. In addition, the faculty member will be paid one incentive amount which will be the higher of the two incentive amounts relating to the two courses.
 - 2. When one off-campus course is taught, the faculty member may choose to receive the incentive payment or to "bank" 1.5 course-reduction points in place of the incentive payment.
 - 3. When a faculty member accrues sufficient points, the faculty member is entitled to and may elect to schedule a load reduction on the basis of one course reduction for every three points. Utilizing accrued points, a faculty member may elect to have a schedule reduction in any term of no more than two courses. Adequate planning with the Department Chair shall take place when a faculty member desires to schedule a course reduction.
 - 4. In any semester that a faculty member takes a course reduction, no overload is to be scheduled.
 - 5. A faculty member may choose to be paid at any time for accrued points, relating to the incentive pay that they might have received, by notifying the Provost of such election. The Provost will authorize the appropriate payment based on the incentive rates in effect at the time the course-reduction credits were "banked."
 - 6. Normally, full-time faculty should teach one course on campus per semester, unless circumstances exist which warrant an exception.

LETTER OF UNDERSTANDING #4

DISTRIBUTION OF FACULTY LOAD HOURS (12 MAXIMUM FOR 2021-2024) OVER THE SUMMER TERMS:

- A. The majority of summer course offerings are to be given over a period of 13 weeks. There are four-week course offerings and six-week course offerings. Courses may be offered over a twelve-week period and may be scheduled on weekends. These special scheduling arrangements may be used for courses in certain specialized areas that have a restricted set of Monmouth University students as its target audience.
- B. The configuration of the summer sessions can be described as follows:
 - 4 WEEK SESSIONS
 - Session A
 - Session D
 - 6 WEEK SESSIONS
 - Session B
 - Session E
 - 12 WEEK SESSION
 - Session C
- C. During the regular fourteen-week semesters twelve hours is the normal load. In the summer when there are no significant committee or departmental responsibilities, a somewhat larger teaching load may be appropriate. Specifically, at any given time during the summer, a faculty member may teach no more than what is equivalent to 18 3/4 load hours in the regular semester provided an exception to the twelve (12) load hour limitation on summer assignments in Article IX Section B.10 has been approved by the Provost.
- D. Summer courses will be assigned within the department with considerations of fairness and equity in mind. Faculty who teach 12 credit hours or load hours of coursework in the summer shall not teach summer courses at the same time at another institution.

APPENDIX I
SALARY SYSTEM

A. Salary system for 2021-2024.

Tenured faculty, faculty on the tenure-track and non-tenure-track full-time faculty shall receive salary increments as follows:

- (1) Effective July 1, 2021, increase base compensation rates by 2.75%.
- (2) Effective July 1, 2022, increase base compensation rates by 3.00%.
- (3) Effective July 1, 2023, increase base compensation rates by 3.00%.

B. Adjustments to base salaries in 2021-2024:

1. Full Professors – Any full professor with a base salary under \$89,000 after implementation of the general salary increase under paragraph A(1), above, shall receive an increase to bring their base salary to \$89,000. Any full professor with a base salary under \$91,000 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$91,000. Any full professor with a base salary increase under \$105,000 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$105,000.
2. Associate Professors
 - a. Any associate professor with seven (7) or more years of full-time teaching experience at Monmouth University with a base salary under \$76,000 after implementation of the general salary increase under paragraph A(1), above, shall receive an increase to bring their base salary to \$76,000. Any associate professor with a base salary under \$78,000 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$78,000. Any associate professor with a base salary under \$85,000 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$85,000.
3. Assistant Professors
 - a. Assistant professors awarded tenure candidacy – Any assistant professor with a base salary under \$74,000 after implementation of the general salary increase under paragraph A(1), above, shall receive an increase to bring their base salary to \$74,000. Any assistant professor with a base salary under \$76,000 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$76,000. Any assistant professor with a base salary under \$78,500 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$78,500.

- b. Assistant professors not awarded tenure candidacy – Any assistant professor with a base salary under \$69,500 after implementation of the general salary increase under paragraph A(1), above, shall receive an increase to bring their base salary to \$69,500. Any assistant professor with a base salary under \$71,500 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$71,500. Any assistant professor with a base salary under \$74,000 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$74,000.
 - 4. Senior Lecturer/Specialist Professors – Any senior lecturer/specialist professor with a base salary under \$69,000 after implementation of the general salary increase under paragraph A(1), above, shall receive an increase to bring their base salary to \$69,000. Any senior lecturer/specialist professor with a base salary under \$71,000 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$71,000. Any senior lecturer/specialist professor with a base salary under \$75,000 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$75,000.
 - 5. Lecturers/Specialist Professors – Any lecturer/specialist professor with a base salary under \$65,500 after the implementation of the general salary increase under paragraph A(1), above, shall receive an increase to their base salary to \$65,00. Any lecturer/specialist professor with a base salary under \$67,00 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$67,000. Any lecturer/specialist professor with a base salary under \$68,500 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$68,500.
 - 6. Instructors – Any instructor with a base salary under \$58,000 after implementation of the general salary increase under paragraph A(1), above, shall receive an increase to bring their base salary to \$58,000. Any instructor with a base salary under \$59,000 after implementation of the general salary increase under paragraph A(2), above, shall receive an increase to bring their base salary to \$59,000. Any instructor with a base salary under \$60,000 after implementation of the general salary increase under paragraph A(3), above, shall receive an increase to bring their base salary to \$60,000.
- C. Salary floors for all new faculty hires in 2021-2024 will be set no lower than the base salaries above.
- D. Promotions
- Those promoted will have the following promotional increments added to their bases, beginning with the academic year in which the promotion becomes effective.

Professor	\$7,000
Associate Professor	\$5,000
Senior Lecturer/Specialist Professor	\$3,000

- E. In regard to faculty receiving Voluntary Professional Development (see Art. XI.H.), the adjustments will be added to the yearly base salaries determined above, effective with the academic year in which the adjustment is approved.
- F. Any faculty member who resumes a regular full-time faculty position after serving as dean or vice president shall receive a base salary which is not less than the salary received before assuming the administrative position plus any increase(s) in base salary that would have been received had the faculty member remained in the bargaining unit. Additionally, at the sole discretion of the University, faculty members who have served a minimum of six consecutive years in their administrative positions as dean or vice president may receive a further adjustment in base pay, with the proviso that their new adjusted base salary is no more than 75% of the most recent compensation received from their previous administrative position.
- G. Any faculty member who resumes a regular full-time faculty position after serving in any other administrative position, e.g. associate dean, assistant dean, director of a program (but expressly excluding Department Chairs), shall receive a base salary which is not less than the salary received before assuming the administrative position plus any increase (s) in base salary that would have been received had the faculty member remained in the bargaining unit. Additionally, at the sole discretion of the University, faculty members who have served a minimum of six consecutive years in their administrative positions may receive a further adjustment in base salary up to 50% of the stipend they received from their previous administrative position.
- H. Any faculty member who resumes a regular full-time faculty position after serving as Department Chair shall receive a base salary which is not less than the salary received before assuming the administrative position plus any increase (s) in base salary that would have been received had the faculty member remained in the bargaining unit. Additionally, for the completion of each five-year term, the Chair's base salary will be increased by \$5,000.
- I. Benefits

Benefits do not change during the life of the contract unless mandated by the federal government.

APPENDIX II

Graduate Faculty Criteria and Appointment

A. Preamble

1. The designation of a Graduate Faculty is based upon the assumption that different expectations are placed upon faculty who are central to the offering of graduate courses. Among other things, those expectations stress the importance of scholarship and program participation. It is indeed true that those fundamental expectations are not exclusive to graduate studies, but the level of success of graduate education is more directly related to those activities than holds true for undergraduate education. The faculty comprise the academic programs -- a strong faculty makes a strong program. At teaching universities, strong graduate programs are not sustained at the expense of undergraduate programs; they are intended to support and strengthen undergraduate programs through the interactions of students and faculty across disciplinary boundaries and by sharing resources and experiences.
2. Graduate studies at Monmouth University are not merely an extension of undergraduate studies; i.e., they are not more of the same and, as such, provide a level of instruction which is distinct from undergraduate instruction. Course work and student experiences within each of the programs are characterized by advanced disciplinary content and intellectual rigor. The designation of a Graduate Faculty is a statement by the institution that recognizes the distinction between undergraduate and graduate education.
3. The establishment of criteria for appointment to Graduate Faculty status is an acknowledgment that in order to provide advanced disciplinary content and intellectual rigor within graduate course offerings, the intellectual and professional expectations placed on Graduate Faculty exceed those for undergraduate teaching.
4. As a general practice, graduate courses will be taught by Graduate Faculty.
5. The Associate Provost responsible for Graduate Studies and the Graduate Studies Committee shall issue a joint report to the Graduate Faculty once a year regarding the state of the Graduate Programs, to include planning, organizational and control issues. The Graduate Studies Committee, in accordance with the faculty by-laws, reports to the appropriate governing body of faculty (Graduate Faculty).

B. Criteria for Appointment

Candidates for appointment must satisfy all the following requirements:

1. be on tenure-track or tenured and fully qualified as defined by the discipline; in most cases, this means possessing an appropriate terminal degree;

2. have a sustained record of scholarly activity as generally accepted and recognized within the discipline and endorsed by the faculty within the given department and School; demonstrate sufficient depth in a specific subject area within the discipline so as to be able to direct individual student thesis projects or capstone experiences that are generally accepted as appropriate for the discipline;
3. provide evidence of satisfactory classroom teaching performance; and
4. hold appointments in academic departments that offer graduate programs or, as individual faculty, regularly participate in graduate course offerings.

C. Appointment and Reappointment Procedures

1. Applications for appointment and reappointment to Graduate Faculty status will apply to the Committee of the Department and the Department Chair by uploading the application to the appropriate online portal by February 15. The application should contain the faculty member's current c.v. and appropriate documentation that the nominee satisfied the above criteria.
2. A Graduate Faculty member whose term is ending may apply for reappointment. Applications for reappointment will document that the faculty member has upheld the qualifications for Graduate Faculty during the preceding term. Candidates for reappointment must demonstrate a record of teaching effectiveness as appropriate for graduate instruction (assessed on the basis of student questionnaires, Classroom Observations Reports as available, and may include a self-evaluation), sustained scholarly activity, and a record of appropriate service over the recent term. In general, candidates should produce a minimum of three scholarly artifacts during the term of appointment.
3. The documentation will be reviewed by the members of the Committee of the Department who hold Graduate Faculty status in consultation with the Chair, who shall make a recommendation to the Provost with a copy to the School Dean and the Chair of the Graduate Studies Committee no later than March 15.
4. The School Dean will review the application and send a recommendation to the Provost, with a copy to the Graduate Studies Committee, on or before April 15.
5. The Graduate Studies Committee will review the materials and may solicit additional information as appropriate before making a recommendation. Members of the Graduate Studies Committee with Graduate Faculty status will review applications and vote on whether to recommend appointment to or renewal of Graduate Faculty status. Successful applicants must receive a majority vote of eligible Graduate Studies Committee voting members. The Chair of the Graduate Studies Committee will forward the committee's recommendation on or before May 22 to the Provost with a copy to the Associate Provost, the School Dean and the candidate.

6. The Associate Provost responsible for Graduate Studies will review the nomination and provide a recommendation to the Provost on or before May 31 with a copy to the School Dean and the candidate.
7. The Provost will review the nomination and may collect additional information if necessary in order to render a decision. The Provost will inform the Associate Provost, the Chair of the Graduate Studies Committee, the School Dean, and the candidate of the decision regarding Graduate Faculty Status on or before June 15.

Note: Institutional needs may be a factor in accepting or denying a nomination to the Graduate Faculty.

D. Expectations of an Individual Graduate Faculty Member

A member of the Graduate Faculty is expected to:

1. remain a productive scholar as defined by the Agreement;
2. serve as academic and career adviser and guide individual theses, projects, and capstone experiences as appropriate for the discipline and consistent with the faculty member's area of expertise;
3. act as a "role model" for graduate students with regard to scholarship, professional activities, and conduct;
4. play an active role in designing, developing, and modifying the curriculum and program policies within the appropriate program, teach graduate courses in the program, and participate in outcomes assessment;
5. assume appropriate collegial responsibilities for the integrity of graduate education at Monmouth University and participate in appropriate activities that affect general graduate studies at Monmouth University;
6. participate in professional organizations and activities;
7. assist the graduate program director in recruiting faculty and promoting the program; and
8. participate in a reasonable number of on-campus student recruiting events as sponsored by the Office of Graduate Admissions, or other University offices as requested by the Department Chair, the Program Director or other officials within the Division of Enrollment Management.

E. Recognition of Graduate Faculty Status

1. Membership on the Graduate Faculty will be reflected in official University publications such as University catalogs and department brochures.

2. The teaching load for a member of the Graduate Faculty will be 9 credit hours each semester during the term of appointment. Graduate Faculty members will receive a 3-credit hour load reduction during their fifth year of appointment as Graduate Faculty. This load reduction can be used during the fall or spring semester of their fifth year. In cases where the departmental course offerings will not allow a faculty member to take the load reduction in the 5th year, they may load balance the 3-credits within the subsequent two years (four semesters). Cashing in the load reduction is not allowed during the fifth year. However, a request for the cash payment at the overload rate (as stipulated in the 2018-2021 Agreement) in lieu of the 3 credit reduction may be made to the Provost if the faculty member demonstrates that such an exception will better serve their scholarship plans.
3. A Graduate Faculty member may request student help to assist in scholarship during the summer terms. The request with appropriate justification should be submitted to the appropriate academic School Dean no later than April 1. Up to 40 hours of student help may be granted to a deserving applicant during a summer at the sole discretion of the School Dean; up to 20 hours for the May-June period and up to 20 hours for the July-August period. The total sum expended for this purpose shall not exceed \$10,000 per fiscal year. The proportion of this sum allocated to each program depends on the number of Graduate Faculty in each program.

F. Term of Appointment

1. For tenured faculty, the term of appointment to Graduate Faculty will be five years.
2. For untenured faculty, the term of appointment to Graduate Faculty will be consistent with the contractual term of appointment. A non-tenured Graduate Faculty member must apply for reappointment after serving five consecutive years as a member of the Graduate Faculty.
3. Appointments to the Graduate Faculty are renewable provided the criteria in effect at the time of reappointment are met.

G. Modifications to Graduate Faculty Status

1. A faculty member serving as a member of the graduate faculty may apply to the Provost during the course of their term of five years to stop the clock in connection with their required scholarship. The basis for such an application shall be circumstances of an extraordinary nature regarding personal or family health issues, other personal crises, and extensive service to the University through participation in a major initiative or other similar reasons. The ordinary press of teaching, scholarship, and service shall not be grounds for stopping the clock. Such application to the Provost shall be made in writing and shall set forth the rationale for the request as well as the amount of time the faculty member seeks to stop the

clock. Final decision regarding the request shall be made by the Provost and shall not be grievable under this Agreement.

2. If a member of the graduate faculty who is being considered for reappointment under Paragraph G above and does not meet the scholarship criteria for reappointment as set forth in Paragraph G.2 above, one of the following actions shall be taken:
 - a. If the faculty member has met the requirements of the Scholarship Review (see Article IX, Section C, Paragraph 10(a)) during their term of appointment, they will continue on an 18-credit load (the standard academic year teaching load) for another six (6) or nine (9) years as appropriate; or
 - b. If the faculty member has not met the requirements of the Scholarship Review (see Article IX, Section C, Paragraph 10(a)) during their term of appointment, they shall be placed within the teaching track as set forth in Article IX, Section C.10.g.
3. If a faculty member is appointed to the graduate faculty and during the course of their graduate faculty term the graduate program in which the faculty member is serving is eliminated by the University, the faculty member shall be allowed to finish the remainder of their current graduate faculty term appointment and shall at the conclusion of said term return to a standard load of 18 credits or be appointed to the teaching track as appropriate under the standards set forth in Paragraph H.2 above.
4. If a Graduate Faculty member whose term is ending decides not to apply for reappointment, they will instead submit the appropriate documentation for Scholarship Review.

APPENDIX III

MEMORANDUM OF UNDERSTANDING #1

Use of Non Tenure-Track Full-Time Faculty

- A. The University and FAMCO recognize the deleterious effects of an over reliance on non-tenure-track full time faculty in the delivery of our educational programs. To that end, the University-wide strategic planning process will include an objective to reduce the employment of non-tenure-track full time faculty in order to conform to the policy adopted February 27, 2003 by the Board of Trustees in the document "Managing the Size of Academic Programs." i.e. non-tenure-track full time faculty will constitute "ideally 15-20%" of the total full time faculty. It shall be the continuing goal of the University to meet this objective. FAMCO and the administration will meet annually to review the number of non-tenure-track full-time faculty and in the event of a significant shortfall in achieving the above goal, shall meet to consider causes and solutions.
- B. The administration and FAMCO agree that if a department with a non-tenure-track full-time faculty ratio substantially higher than 20% has had a lecturer line for five or more years, serious consideration will be given by the administration to converting the line to a tenure-track line. In such cases, the administration's plan to make this transition will be provided to the Department Chair, the Chair of the Committee of the Department and FAMCO. If the administration is unable to make such a transition in accordance with such plan, the Department Chair, the Chair of the Committee of the Department and FAMCO will be consulted.
- C. The administration and FAMCO agree that the provisions of this Appendix are strictly for informational purposes and should not be intended as any delegation of the University administration's managerial rights to determine appropriate staffing levels and positions.
- D. Establish a labor-management committee regarding NTT consisting of three representatives from FAMCO and three representatives from the administration. This committee will meet at least three times per year, the first meeting being no later than October 31. In preparation for meeting, prior to September 30 of each year, the University will provide the following data to FAMCO: 1) the ration of classroom hours taught by adjunct faculty to all full-time faculty by department, and in total; 2) the ratio of classroom hours taught by full-time non-tenure track to full-time tenure track/tenured faculty by department, and in total' 3) a list of all departments with a full-time, non-tenure track to full-time, tenure track faculty ration higher than 20% that has had a lecturer or a specialist line for 5 or more years; and 4) a list of all faculty members showing department, rank, date of hire, and years of service. Recommendations regarding Appx. III/MOU #1 shall be forwarded to the Provost for review and consideration, and the Provost shall provide the Association with a written response to the committee's recommendations.

APPENDIX IV

MONMOUTH UNIVERSITY POLICIES AND PROCEDURES

Policy Name: Intellectual Property Policy

Revision Date:

Original Issue Date: September 1, 2006

Issued By: President's Cabinet

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Approved By: President's Cabinet

1. GENERAL

- 1.1 As part of its mission, Monmouth University promotes creativity, intellectual inquiry, research and scholarship to enhance the educational and service goals of the University, benefiting the public and the University community. The University recognizes and affirms the traditional academic freedom of its faculty and staff to publish scholarly and artistic works without restriction.
- 1.2 The purpose of this policy, in seeking to fulfill that mission is:
 - 1.2.1 to encourage the development of intellectual property for the best interests of the public, the University and the creator of the intellectual property; and
 - 1.2.2 to provide for timely disclosure and protection of intellectual property developed or created by members of the University community; and
 - 1.2.3 to allow members of the University community maximum scientific and professional freedom with respect to the method of dissemination and publication of their findings, consistent with any contractual obligations of employment or sponsored research; and
 - 1.2.4 to establish guidelines for the protection of the ownership of intellectual property through patents, copyrights and trademarks and for the licensing of such intellectual property for commercial application; and
 - 1.2.5 to provide guidelines for the sharing of income, as appropriate, derived from the production and/or licensing of intellectual property produced at the University.

2. APPLICABILITY

- 2.1. This policy is applicable to the following members of the University community:
 - 2.1.1 all individuals employed by the University, including but not limited to student employees; and
 - 2.1.2 any individual using the University's facilities under the supervision of University personnel, including but not limited to visiting faculty, consultants to the University and adjunct faculty, unless special terms for management of the work of such individuals are negotiated by the University; and
 - 2.1.3 all students, both graduate and undergraduate, including but not limited to students engaging in research or development of intellectual property under the supervision or direction of a faculty member or other University employee.

3. USE OF UNIVERSITY RESOURCES

- 3.1 The University is a non-profit institution and as such, its resources are not to be used in connection with for-profit business enterprises. University resources are to be used solely for University purposes and not for personal gain or personal commercial advantage, nor for any other non-University purposes in accordance with the University's Policy on Conflicts of Interest for Students and Employees. Some of the activities prohibited by that policy include use of University resources for personal commercial activities, engaging in private business activities that directly compete with the University and engaging in activities which conflict with University interests.
- 3.2 Courses and related materials which are developed by faculty members as part of their own individual research, without payment of a stipend or the receipt of release time or other additional compensation, shall not be considered an Institutional Work under this policy.
- 3.3 The following types of work are covered under this policy:
 - 3.3.1. No institutional or minimal institutional support or involvement.
 - 3.3.2. Substantial* institutional support or involvement.
 - 3.3.3. As an assigned duty or pursuant to a work-for-hire agreement with the institution.
 - 3.3.4. With support from an external sponsor.

* As defined in Definitions (Section 12).

3.4. Works Developed with Substantial Use of University Resources

- 3.4.1 The University will not construe the provision of offices or library facilities as constituting substantial use of University resources, except for those instances where the resources were furnished specifically to support the development of such Copyrightable Works.
- 3.4.2 Copyrightable Works that are not works for hire but are works that are developed with integral and substantial use of funds, space, hardware, personnel or facilities administered by the University, where use was essential and substantial rather than incidental and for which an agreement has been signed by the author and appropriate University representative, or would have been signed if properly disclosed pursuant to Section 4.3.2, shall be owned by the University. Furthermore, Copyrightable Works that are not works for hire (see Section 4.2.3 below) but are works that are developed in the course of or resulting from research supported by a grant or contract with the federal government (or an agency thereof) or a nonprofit or for-profit nongovernmental entity, or by a private gift or grant to the University, shall be determined in accordance with the terms of the sponsored grant or contract.

4. MANAGEMENT OF COPYRIGHTABLE WORKS

- 4.1 The University encourages the preparation and publication of Copyrightable Works that results from teaching, research, scholarly and artistic endeavors by members of the faculty, staff and student body of the University. Authors shall be permitted maximum freedom with respect to their Copyrightable works consistent with the obligations to the University. Copyrightable works may be created under a variety of circumstances and conditions that impact the ownership and subsequent management thereof, as follows:
- 4.2 Ownership of Copyrightable Works
 - 4.2.1 Books, Articles and Similar Works

In keeping with academic tradition and except to the extent required by the terms of any funding agreement, the University does not claim ownership to pedagogical, scholarly or artistic works, regardless of their form of expression. Such works include but are not limited to faculty-prepared works such as textbooks, conference materials and refereed literature. Such works include those of students created in the course of their education, such as dissertations, papers and journal articles. Furthermore, the University claims no ownership in popular fiction or nonfiction creative works, such as novels, poems, videotapes, films, or multimedia

works, musical compositions, or other works of artistic imagination that are not works for hire (defined in Section 4.2.3 below). In addition, the University does not claim ownership to material developed by a faculty member for their own use in teaching particular courses that are not works for hire or works developed with substantial use of University resources (see Section 3.4 above). These materials include but are not limited to lectures, lecture notes, individualized handouts or charts, glossaries, class notes, curriculum guides or laboratory notebooks for in-class use or for electronic delivery. The University does not consider the subject of the course, the course syllabus or other materials that are not developed for the personal use of the faculty member to be included in the above category. Such materials can be utilized by either the University, other qualified faculty at the university, or by the faculty member at a subsequent university without restriction. If the faculty member retains title to copyright in teaching or course materials as noted above, the University shall retain a permanent royalty-free right to use the materials (other than books and materials available from a publisher through normal distribution channels) for educational purposes as part of the University course offerings when the development of such materials was advanced through the use of University facilities, supplies, equipment or staff services. The University retains the right to modify such materials for curricular purposes. If title to the copyright in works defined within this subsection vests in the University by law, the University will, upon request and to the extent consistent with its legal obligations, convey copyright to the authors of such Copyrightable Works.

4.2.2 Recorded Material in Classrooms or Laboratories

Blanket permission is provided for media recording in classroom or laboratory for the use of students or faculty for the limited purpose of teaching and learning and research. Ownership of such recordings shall be consistent with Section 4.2.1 above. For recording done for research or for wider distribution through any media, prior permission and/or appropriate IRB approvals should be obtained from anyone included in the activity. Recorded materials in any media may not be used for wider distribution or for commercial purposes without permission from the Provost and the faculty member.

4.2.3 Institutional Works or Works for Hire

4.2.3.1 Institutional Works

The University shall retain ownership of Copyrightable Works created as institutional rather than personal efforts, that is, created for institutional

purposes in the course of the creators' employment, including but not limited to simultaneous or sequential contributions over time by numerous faculty, staff or students. For instance, work assigned to programmers is Institutional Work or Work for Hire as defined by law, as is software developed for University purposes by staff working individually or collaboratively. Brochures, training programs, CD-ROMs, videos, and manuals for which staff members are hired to develop are other examples of Institutional Works or work for hire.

4.2.3.2. Faculty Produced Works which are Works for Hire

Courseware and related materials developed by faculty for which the faculty are paid a stipend, receive release time (including paid sabbaticals), or developed under an approved professional development plan or any other special compensated time, shall be considered works which fall under this doctrine only if the subject of a separate written agreement between the University and the faculty member for the development of coursework or related materials which indicates that the work under the agreement shall be considered a work for hire arrangement. If there is an agreement it must be executed at the time of granting of the stipend, release time, approval of the professional development plan or any other special compensated time. For any coursework or related materials developed by the faculty for which the faculty are paid a stipend, receive release time, are part of an approved professional development plan or any other special compensated time, which are not work's for hire, the faculty member shall grant the University a permanent royalty-free right to use the coursework or related materials for educational purposes as part of the University course offerings and may modify such materials for curricular purposes.

4.2.4. Execution of Assignment Agreements

Present and prospective employees of the University shall, upon request by the Provost, or designee, to perfect intellectual property rights, execute an assignment agreement in a form prescribed by and available from the Provost's office to set forth effectively the ownership and rights to Copyrightable Works. Executed invention assignment agreements shall be maintained in the respective Department Head's office or by the Provost.

4.3 Disclosure, Assignment and Protection

4.3.1 Authors of Copyrightable Works that are not owned by the University, or any of its components, own the copyrights in their works and are free to publish them, register the copyright, and to receive any revenues which may result therefrom.

4.3.2. Authors of Copyrightable Works that are not works for hire (see Section 4.2.3 above) but are works that are owned by the University under Section 3.4 shall promptly disclose to the Provost any work of authorship covered by this policy (including those made under sponsored research or cooperative arrangements). Disclosure shall be made on a disclosure form prescribed by and available from the Office of the Provost or his/her designee. Such persons shall cooperate with the University to the best of their ability in protecting intellectual property rights inherent in the work. Furthermore, such persons shall warrant that, to the best of his/her knowledge, the work does not infringe upon any existing copyright or other legal rights.

4.4 Negotiation and Execution of Agreements for Copyrightable Works Owned in Whole or in Part by the University.

Agreements permitting a party to use, develop, or otherwise commercialize Copyrightable Works owned in whole or in part by the University are encouraged. The Provost, or his/her designee, has primary responsibility for negotiating with third parties having an interest in using, developing or otherwise commercializing Copyrightable Works.

4.5 Software as Patentable Subject Matter

In recent years, the U.S. Patent and Trademark Office has determined that software which meets certain technical and legal criteria may be patentable. In the case that software originally disclosed as a Copyrightable Work subsequently is determined to be patentable subject matter, and the University chooses to seek patent protection for the software, then such software shall be managed under this regulation as an Invention.

5. MANAGEMENT OF INVENTIONS

5.1 Inventors shall be permitted maximum freedom with respect to their inventions, consistent with any obligations to the University. All University employees are required to abide by their obligations to the University, as set forth in this policy, under research agreements entered into with any external sponsors.

5.2 Ownership

- 5.2.1 An Invention resulting from activities related to an individual's employment responsibilities and/or with substantial support from University-administered funds, facilities or personnel shall be owned by the University.
- 5.2.2 An Invention unrelated to an individual's employment responsibilities that is developed on his or her own time without University support or significant use of University facilities is not owned by the University.
- 5.2.3 Ownership of an Invention developed in the course of or resulting from research supported by a grant or contract with the federal or a state government (or an agency thereof) or a not-for-profit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms, shall be owned by the University.
- 5.2.4 Present and prospective employees of the University shall, upon request by the Provost, perfect intellectual property rights, execute an invention assignment agreement in a form prescribed by and available from the Provost or his/her designee to set forth effectively the ownership and rights to inventions. Executed invention assignment agreements shall be maintained in the respective Department Head's office, and the Provost or his/her designee.

5.3 Disclosure, Assignment and Protection

- 5.3.1 All persons subject to this policy under Section 2 above shall promptly, before he/she discloses the same to the public and soon enough to permit timely filing of a patent application, disclose to the Provost or designee any Invention covered by this policy, including those made under sponsored research or cooperative arrangements. Disclosure shall be made on a disclosure form prescribed by and available from the Office of the Provost. Such persons shall cooperate with the University and the Provost in protecting intellectual property rights in the invention, to the best of their ability.
- 5.3.2 All inventors shall execute appropriate assignment and/or other documents required to establish the ownership and rights to Inventions.
- 5.3.3 The Provost or his/her designee, in cooperation with the Vice President for Finance, will determine whether the University desires to commit funding to obtain protection for the Invention, and shall so notify the inventor of

the decision. In many cases, the Provost may advise to seek to identify one or more licensees who will bear the cost of obtaining patent protection.

5.3.4 In those instances where the inventor perceives that delay would jeopardize obtaining the appropriate protection for the Invention, the inventor may request in writing that the University render its decision within twenty (20) working days as to whether or not it shall proceed to file a patent application or take other steps to obtain available protection.

5.3.5 If the University fails to proceed in a timely manner to patent and/or license an invention, ownership will revert to the inventor(s) to the extent possible under the terms of any agreements that supported or relate to the work.

5.4 Negotiation and Execution of License Agreements for Inventions.

5.4.1 License agreements granting to a third party the right to use, develop, or otherwise commercialize University-owned Inventions are encouraged. The Provost or his/her designee, in consultation with the Vice President and General Counsel and the Vice President for Finance, has primary responsibility for negotiating with parties having an interest in such activities.

5.4.2 Final terms of a license agreement for a University-owned Invention must be approved by the President of the University, in accordance with contract management protocols specified in University policies. Any agreement to license or transfer ownership of University-owned Inventions must be approved by the President.

5.5 Obligations to Sponsors

The Office of Grants and Contracts, in consultation with the Provost or his/her designee, shall coordinate reporting requirements and other obligations to research sponsors (including governmental) regarding Inventions developed under a research contract or grant.

6. DISTRIBUTION OF INCOME FROM COMMERCIALIZATION

6.1 Distribution of Income from Inventions

6.1.1 All monetary proceeds from commercialization of University-owned inventions, including royalties, equity interests, and dividends, are the property of the University. As used in this section, monetary proceeds

from commercialization shall include external use of an invention and not proceeds derived from the use of such inventions by the University. Income received by the University from commercialization of an Invention will be distributed as follows:

Step 1 Distribute the first \$5,000 of gross income to the inventor. This distribution is in recognition of individual creativity and inventorship.

Step 2 Deduct expenses directly assignable to the specific patent to arrive at the "adjusted income" (when such costs are not provided from other sources). These expenses include patent filing, prosecution and maintenance fees, and marketing and litigation costs incurred in commercializing and defending the specific invention.

Step 3 Distribute the remaining adjusted income as follows: fifty percent (50%) to the inventor and fifty percent (50%) to the University.

6.1.2 The University will provide inventor(s), at the end of each fiscal year, an annual accounting of income and expenses related to the invention. Books and receipts regarding the invention will be open to the inventor or his/her designee.

6.1.3 In the event of multiple inventors, the inventors will agree among themselves as to the distribution of the income accruing to the inventors; distribution of the inventors' share shall be made only upon receipt of a signed agreement between the inventors.

6.2 Distribution of Income from Copyrightable Works

6.2.1 All monetary proceeds from commercialization of Copyrightable Works, including royalties, equity interests, and dividends are the property of the University. Income received from commercialization of Copyrightable Works will be distributed as follows:

6.2.1.1 Institutional Works (see Section 4.2.3). The University shall be entitled to all income from distribution or commercialization of Institutional Works.

6.2.1.2 Works Developed with Substantial Use of Resources (see Section 3.4), and commercialized by the University. In cases where the University commercializes or distributes of the Copyrightable Work, the distribution of income shall be made in accordance with the following steps:

Step 1. Deduct expenses directly assignable to the specific copyrightable work (when such costs are not provided from other sources).

Step 2. Distribute the remaining adjusted income as follows: 50% to the creator, 50% to the University.

- 6.2.2 The University will provide creator(s), at the end of each fiscal year, an annual accounting of income and expenses related to the copyrightable work. Books and receipts regarding the invention will be open to the creator or his/her designee.
- 6.2.3 In the event of multiple creators, the creators will agree among themselves as to the distribution of the income accruing to the creators; distribution of the creators' share shall be made only upon receipt of a signed agreement between the creators.

6.3 Equity and other Nonmonetary Returns

- 6.3.1 The University may negotiate, but shall not be obligated to negotiate, for equity interests in lieu of or in addition to royalty and/or monetary consideration as part of an agreement relating to Inventions or Copyrightable Works.
 - 6.3.1.1 Inventors and authors may receive up to fifty percent (50%) of any equity or other nonmonetary consideration received by the University under this section. However, the University may choose to receive the consideration under terms that restrict its ability to sell, distribute or otherwise deal with the equity interests. In such cases, any restrictions on the University's interest shall be equally applicable to the interest of the inventor or author, unless waived or varied in writing and signed by the Provost and the inventor (for inventions), or by the Provost and the authors (for Copyrightable Works).
 - 6.3.1.2 Neither the University nor any component thereof acts as a fiduciary for any person concerning equity or other consideration received under the terms of this regulation.

6.4 Departmental Royalty Distributions

- 6.4.1 Where royalty distribution to individuals would be impracticable or inequitable (for example, when copyrightable material has been developed as a laboratory project, or where individual royalty distribution could

distort academic priorities), the “inventor’s share” may be allocated to a research or educational account in the academic department where the copyrightable material was developed. Such determination will be made on a case-by-case basis by the Provost and School Dean after consultation with the principal investigator or department head.

7. PROVISIONS FOR RELEASE OF RIGHTS TO INVENTORS AND AUTHORS

7.1 Subsequent to the execution of any agreement where the University either whole or in part claims ownership of a work of intellectual property, the University may, at its sole discretion, determine to release to the inventor(s) its ownership rights to any intellectual property upon such conditions as the University deems beneficial and fair to all parties. The release of rights must be approved by the Provost and also will be verified in writing to all parties. Any release of rights will be subject to the following provisions:

7.1.2 The University shall retain a perpetual, royalty-free license to use the Invention or Copyrightable Work, and any corresponding patents or copyrights, for research, education and service purposes as defined in Section 4.

8. INVENTION DISCLOSURES

An invention disclosure is a document which provides information about inventor(s), what was invented, circumstances leading to the invention, and facts concerning subsequent activities. It provides the basis for a determination of patentability and the technical information for drafting a patent application. An invention disclosure is also used to report technology that may not be patented but is protected by other means such as copyrights. Such documents shall be filed in accordance with Sections 4.3 and 5.3 of this policy.

9. ASSIGNMENTS

No assignment, license or other agreement may be entered with respect to copyrighted works owned by the University except by an official specifically authorized to do so.

10. USE OF THE UNIVERSITY NAME IN COPYRIGHT NOTICES

10.1 The following notice should be placed on University-owned materials in order to protect the copyright:

10.1.1 Copyright [year] The Board of Trustees of Monmouth University. All Rights Reserved.

- 10.2 No other institutional or departmental name is to be used in the copyright notice, although the name and address of the department to which readers can direct inquiries may be listed below the copyright notice. The date in the notice should be the year in which the work is first published, i.e. distributed to the public or any sizable audience.
- 10.3 Additionally, works may be registered with the United States Patent and Trademark Office using its official forms. Forms may be obtained from the General Counsel's Office, to which questions concerning copyright notices and registration also may be addressed.

11. INTELLECTUAL PROPERTY COMMITTEE

- 11.1 An Intellectual Property Committee will advise, evaluate, and oversee the activities of scholarly works support services; review current procedures and practices and make recommendations for future directions; resolve conflicts of interest; arbitrate decisions concerning the assignment of intellectual property; and mediate and resolve any disputes between the university and the inventors/creators. The committee will be jointly appointed by the Provost and the Faculty Association. Committee members will include faculty members, one from each academic school, equally selected to represent areas with major and constant involvement in the invention or authorship fields (none of whom have current administrative appointments), the Provost's designee and the University's Vice President and General Counsel. The Committee will be chaired by the Provost's designee. All decisions or recommendations of the advisory committee shall be subject to the review of the Provost.
- 11.2 Any dispute involving the inventor(s), a department, a school or the University that cannot be settled through informal discussion shall be submitted to the Intellectual Property Committee which will investigate the dispute and make a recommendation for resolution to the Provost, who will make the final determination in consultation with the President. Committee members or administrators who are directly involved with the property in question should withdraw from the process at such times as necessary to avoid conflicts of interest.

12. DEFINITIONS

- 12.1 For the purposes of this policy, the following terms are defined as follows:
 - 12.1.1 Invention: a process, method, discovery, device, plant, composition of matter, other invention that reasonably appears to qualify for protection under the United States patent law (utility patent, plant patent, design patent, certificate of Plant Variety Protection, etc.), whether or not actually

patentable. An Invention may be the product of a single inventor or group of inventors who have collaborated on a project.

- 12.1.2 Copyrightable Work: an original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, such as books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works, etc. A Copyrightable Work may be the product of a single author or a group of authors who have collaborated on a project.
- 12.1.3 Intellectual Property: collectively, all forms of intellectual property including but not limited to Inventions, Copyrightable Works, Trademarks, and Tangible Research Property.
- 12.1.4 Substantial: as used in this policy, includes, for example, released time from regularly assigned duties; direct investment by the university of funds or staff, or the purchase of special equipment for the project; extraordinary use of multimedia production personnel and facilities; or extraordinary use of computing resources.