

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

This Memorandum of Agreement ("MOA") regarding modification to various contractual issues through the fall, 2020 semester relating to the global pandemic, is between Monmouth University (the "University") and the Faculty Association of Monmouth University ("FAMCO"). It supersedes the preceding MOA on these issues dated August __, 2020.

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

WHEREAS: The Parties are Party to a Memorandum of Agreement dated May 4, 2020 (the "5/4/20 MOA") regarding modification to various contractual issues in light of New Jersey Executive Orders relating to the global pandemic.

WHEREAS: The Parties are Party to a Memorandum of Agreement dated July 7, 2020 (the "7/7/20 MOA") regarding modification to various contractual issues in light of New Jersey Executive Orders relating to the global pandemic.

WHEREAS: Although the University will be reopening for in-person, hybrid and on-line instruction for the fall, 2020 semester, this MOA addresses modifications to various contractual issues relating to the global pandemic.

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

1. **Office Hours and Student Deadlines.** In ¶2.i of the 7/7/20 MOA, the parties agreed to language regarding office hours and advising, which will continue through the end of the fall, 2020 semester. Office hours, even if virtual, will be clearly articulated in course syllabi and shared with students.
2. **Four Day A Week Obligation.** FAMCO and the University agreed to suspend the obligation in CBA Art. IX.D.8 that faculty "normally be on-campus and accessible for teaching, student advisement and service commitments (such as committee work) at least four days per week...." for the duration of the fall 2020 semester. Faculty will continue to meet their obligations to teach, advise, and engage in service commitments, either in-person or remotely. These will be clearly outlined and articulated in course syllabi.
3. **Classroom Observations.** The University will attempt to designate more Peer Observers able to do so in on-line settings, and will work with chairs and deans to conduct observations on-line as well as in-person. FAMCO and the University will develop and coordinate orientations for all persons serving as observers for the 2020-2021 academic year, which must be completed by observers by September 30, before conducting their first online class observation starting in the Fall 2020 semester. FAMCO and the University will work to amend the class observation form to better accommodate online observations.
4. **Faculty Travel Reimbursement.** In ¶4 of the 5/4/20 MOA, the parties agreed to language regarding faculty travel, which will continue through the end of the 2020-2021 academic

year. For faculty whose travel and/or conference registration fees have been rolled from spring or summer 2020 to fall 2020 or spring 2021, and can no longer make the postponed date(s) due to University rules about suspended travel, faculty will be able to extend that reimbursement to AY 2021-2022. Should national and regional travel restrictions continue to hamper travel under CBA Art. XI.F, faculty can use their travel funds for the 2020-2021 academic year to cover the expenses of fully online or hybrid conference or webinars (i.e. registration fees)

5. **Meeting and Convocations.** CBA Art. IX.E.4.a provides that "Faculty attendance is required at all regularly scheduled faculty meetings, ..." Faculty meetings, department meetings, and committee meetings should be offered with a remote format opportunity (i.e. Zoom, conference call) wherever possible for the academic year 2020-2021. Faculty may choose to opt in or opt out of attendance at convocations held during calendar year 2020.
6. **Dossier Preparation Info Session.** Faculty providing data and materials for tenure, promotion, and continuance dossiers may, if they believe appropriate, supply supplementary material such as, for example,
 - A "before" and "after" syllabus to demonstrate how courses were adjusted in response to COVID-19, with self-reflective material assessing successes of the transition or preparation and learning challenges faced or overcome.
 - A reflection on emotional labor devoted students during this time. For example, explaining the use of "virtual coffee hours" or "check-in meetings" as a way to connect and support students.
 - Copies of video messages, letters, or materials in which they communicated course changes, resources, and other general measures of support to their students.
 - Documentation of mentorship and support that they offer to junior colleagues in and outside of the university regarding job searching, maintaining scholarly productivity, and transitioning to on-line teaching and learning.
 - Documentation of workshops or training that they participated in to develop their emotional intelligence and skills to support students or to aid in their transition to the on-line teaching environment. Such workshops could include the Online Summer Academy at Monmouth and other webinars and best practices followed.
 - Self-Reflections on accommodations for students in the wake of Covid-19 realities, including but not limited to: specific accommodations, and new and innovative teaching methods employed.
7. **Tenure, Promotion, and Continuance.** The University recognizes that faculty members may have experienced difficulties because publication deadlines have been as disrupted by the events of Covid-19. Faculty members may submit documentation to that effect that will be considered along with the balance of their scholarly efforts. Faculty members may also submit documentation of other scholarly efforts (and scholarly currency) during the year, including participation in the Online Academy during the summer of 2020, or online academic conferences in lieu of in-person conferences. Applicants up for review after the date of this Memorandum may reference this clause in their dossier.
8. This MOA shall be effective immediately upon signing and shall fully expire on June 30, 2021.

9. This MOA and the actions taken by the parties herein shall not be construed as establishing any practice, precedent or obligation to act in a similar manner in any future matter. The Parties agree that this MOA is entered into solely due to unique circumstances applicable to the issues raised herein, and therefore, shall not be cited by the Association or any of the faculty member identified below in any future grievance or arbitration proceeding, other than one to enforce the terms of this MOA.

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

Rekha Datta

Rekha Datta
Interim Provost and
Senior V.P. for Academic Affairs

8/31/2020

Date

Johanna Foster

Johanna Foster
FAMCO

8/31/2020

Date