

**MEMORANDUM OF AGREEMENT ("MOA")
BETWEEN
MONMOUTH UNIVERSITY ("UNIVERSITY")
AND
THE FACULTY ASSOCIATION OF MONMOUTH UNIVERSITY (FAMCO)**

12-Month Clinical faculty

WHEREAS, The University and FAMCO are party to the 2021-2024 Agreement between Monmouth University and The Faculty Association of Monmouth University ("Agreement"); and

WHEREAS, during negotiations for the Agreement, the Parties agreed to continue discussions regarding 12-month Clinical faculty;

WHEREAS, the Parties agree that in order to allow faculty in the PA Program sufficient time to work on curriculum review to craft a curriculum that satisfies student learning, accreditation requirements and reflects a 12-month curriculum that a curriculum transition plan is necessary and the PA program faculty will work with the Dean and Provost in accordance with transition plan guidelines as agreed upon by the PA program faculty, Dean and Provost;

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

- 1) Definition of Twelve-Month Faculty in Clinical Programs at Monmouth University.
 - a) The designation of clinical program denotes faculty with the primary responsibility for teaching, clinical instruction, professional practice, health professions training, overseeing practical instruction and the application of practical knowledge, to include supervising, and/or mentoring and remediating that is directly related to the practicum of the students' programs, and clinical research. In general, faculty teaching in clinical programs are appointments that are appropriate for situations where the provision of direct on-site clinical/laboratory supervision necessitates faculty to maintain legally regulated and accreditation-mandated faculty-student staffing ratios and other practice-based standards. The University and FAMCO recognize that there are faculty in ten-month clinical programs that also hold appointments that meet the expectations and require the fulfillment of the responsibilities above. However, this MOU pertains to twelvemonth clinical faculty, and ten-month faculty's conditions of employment are covered in the applicable provisions of the collective bargaining agreement between Monmouth University and FAMCO.
 - b) Twelve-month faculty teaching in clinical programs may be tenure-track, tenured, or non-tenure track.
 - c) Twelve-month faculty teaching in a clinical program shall conform to the minimum qualifications and appointments for each as outlined in Article IV of the MU-FAMCO Agreement, except teaching load.
 - d) Any twelve-month faculty member that wishes to apply for "Graduate Faculty" Status as detailed in Appendix II of the MU-FAMCO Agreement shall meet the same

qualifications as other faculty.

- e) The twelve-month faculty designation applies only to the currently approved clinical programs at Monmouth University, which include physician assistant, and occupational therapy programs. The Provost will consult with FAMCO regarding any additional programs established (other than the existing OT and PA programs which has already been recognized) at the University and make the final decision as to whether the faculty should be appointed for twelve months.

2) Calendars for Clinical Programs.

- a) To remain competitive Monmouth University must offer academic programs during the times in which they are traditionally expected by students and that reflect what is common in the field. To accomplish this, the University may have different academic calendars for newly developed clinical programs (other than the existing OT and PA programs), which shall be submitted to Faculty Council for review and endorsement. Clinical programs shall develop their academic calendars together with the Office of the Provost, and provide them to FAMCO by June 30th of the applicable year for review with the program faculty.
- b) Faculty designated as twelve-month appointments will generally be for positions in programs where students are required to attend classes on a twelve-month curriculum, require faculty to participate in duties to support students and their learning outside of the traditional academic calendar, and/or when the accrediting body prescribes particular duties that are related to faculty in their discipline and require an extended contract period.
- c) Faculty hired for a twelve-month appointment will receive the same benefits, rights, and privileges as all faculty covered under the MU-FAMCO Agreement.
- d) Twelve-Month Appointment Salary: The salary for a twelve-month faculty member will include compensation for any teaching, clinical work, assessment activities, student remediation, and other duties required for the position during the contract period. Each Department Chair/Program Director shall provide faculty with a written documentation of how their workload will be distributed. The salary for a twelve-month faculty shall be annualized to include an increase equivalent to 2/10 of the faculty member's ten-month salary.
- e) Faculty hired for a twelve-month appointment shall receive the following:
 - i) Twenty (20) days of vacation leave annually. A written request for vacation and plans for teaching coverage must be submitted to the Chair or Program Director for approval. Generally, faculty will give 3 weeks written notice if they intend to use 3 or more consecutive vacation days. A maximum of thirty (30) unused vacation days may be carried forward to the next year. Days when the university is open, but students do not have classes will be considered regular work days unless vacation time is taken.
 - ii) Thirteen (13) sick leave days annually.

- iii) The use and accrual of vacation and sick leave days, including the handling of such days upon termination of employment, will be subject to the requirements set forth for administrative employees in the Monmouth Employee Handbook.
 - iv) Three (3) personal days. Personal days may not be carried forward into a future fiscal year.
 - v) Up to three (3) days with pay in the event of a death in the immediate family as defined in the employee handbook.
 - vi) Disability Leave for twelve-month faculty will be the same as outlined in the Article XII, Section D of the MU-FAMCO Agreement.
- 3) Clinical Teaching: Credit load hours versus Clinical Hours.
- a) Clinical Hours - To ensure that the University acknowledges the differences in academic programs, clinical programs will be allowed to utilize not only the traditional credit hour as a measure of faculty workload, but clinical hours.
 - b) Clinical hours are defined as the time spent in hands-on experiences. These experiences can include learning new skills, applying techniques, and refining competencies. Depending on the discipline, clinical hours can be referred to as clinical practice, clinical activities, or practice. Clinical experiences are not limited to clinical patient care settings and can take place in simulation labs, classrooms, and a variety of locations. The discipline's accrediting body may also have a definition regarding clinical experiences.
 - c) When determining the academic schedule, the program director/department chair will work closely with the faculty to ensure that the schedule meets the needs of students in the program, but also adheres to the expected faculty workload. A variety of faculty responsibilities that fall outside of the traditional classroom teaching and are not captured in a course (e.g., admissions application processing, assessment reports) will be appropriately assigned by the program director/department chair in collaboration with faculty input and will equate to the expected workload responsibilities.
- 4) Workload of Faculty Teaching in a Clinical Program.
- a) Faculty teaching in a clinical program work in an academic environment, in which their ability to engage in scholarly work, work independently (including remotely), and be released from a traditional clinical setting's calendar and clock are all imperative. Faculty are expected to complete their work and meet the needs of their students and do so under their own supervision. The expectation is that faculty will be accessible for teaching, student advisement and service commitments.
 - b) As of July 1, 2021, the standard academic-year teaching load for non-tenure-track faculty in clinical programs consists of 18 credit hours. The standard academic-year teaching load for tenure-track and tenured faculty in clinical programs consists of 15 credit hours. Credit hours include but are not necessarily limited to class contact hours, labs, practicums, testing, curriculum, and student assessment. For any 12-

month PA and OT faculty who are covered by the FAMCO Agreement as of the date of the execution of the 2021-2024 FAMCO Agreement shall have the following transition of credit hours to support a twelve month curriculum: Commencing, July 1, 2022 the standard academic-year teaching load for non-tenure track faculty in clinical programs consists of 21 credit hours, and the standard academic-year teaching load for tenure-track and tenured faculty in clinical programs consists of 18 credit hours. Commencing July 1, 2023, the standard academic-year teaching load for non-tenure track faculty in clinical programs consists of 27 credit hours, and the standard academic-year teaching load for tenure-track and tenured faculty in clinical programs consists of 21 credit hours. Any new PA or OT faculty hired after January 1, 2022, shall be required to teach a 12-month teaching load of 27 credit hours (non-tenure track) or 21 credit hours (tenure-track).

- c) Overloads: Any teaching load greater than the faculty members' contractual obligation is considered an overload. For didactic and theory courses overloads will be determined based on the credit hours or load hours prescribed to the course. For clinical teaching, the overload shall be determined through a coordinated, collegial, consultative approach involving the faculty and the program director/department chair.
 - d) Team-teaching: Team-teaching in clinical practice or didactic/theory courses will be approved in consultation with the faculty. See Article IX, Paragraph B.11.i in the MU FAMCO Agreement.
 - e) All faculty teaching in clinical programs shall adhere to the approved scholarship definitions for the appropriate rank approved by the School or department.
 - f) Clinical programs that exist only at the graduate level shall maintain appropriate service requirements. Faculty teaching in graduate only clinical programs are not required to serve on undergraduate-only focused committees. If there are no appropriate university-wide service opportunities, these faculty may substitute service within their program.
 - g) Other roles in the Physician Assistant and Occupational Therapy programs: Twelve-month faculty can serve in a variety of capacities depending on the practices of the discipline and accreditation standards. To ensure that each program has the ability to meet these needs the Dean and Department Chair/ Program Director in consultation with the faculty will determine what, if any, additional roles are required in their program and how they will be compensated if outside of the expected and contracted duties (e.g., remediation or testing coordinators). If these roles are not contractually stated as a part of the faculty members' compensation, the faculty member may receive an additional stipend, load reduction, or be allowed to bank credits.
- 5) Clinical Practice Licensure and Fees.
- a) All faculty teaching in a clinical program may use their professional travel allowance to pay for fees associated with their clinical practice status (e.g.,

examination fees and license renewal, etc.). Faculty may utilize the funds for any combination of licenses, fees, and travel.

- b) Upon hire, renewal, or in signing a new contract, faculty will provide their clinical practice licenses and fees to their program director/department chair. The University will process all subsequent payments for renewals.
 - c) 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, any expenditures committed to licenses and fees will be reimbursed by the University to the overall pool for professional travel.
- 6) This Agreement is effective upon signature and ratification of both parties and shall remain in effect for the duration of the CBA between FAMCO and the University. Any modifications or termination of this Agreement during the term of the CBA shall be agreed upon by both parties in writing.