

MEMORANDUM OF AGREEMENT

This AGREEMENT by and between HOFSTRA UNIVERSITY (“HOFSTRA” or “UNIVERSITY”) and the Hofstra Chapter of the American Association of University Professors (“AAUP”) is entered into this ___ day of June, 2020.

WHEREAS, the Federal and State governments have declared that New York State is in a state of emergency as a result of the COVID-19 virus; and

WHEREAS, Governor Cuomo has imposed severe restrictions on the activities that may be conducted by citizens of the State of New York; and

WHEREAS, as a result of this emergency, in March the University closed its campus, other than essential services, and all classes and other educational activities were delivered remotely; and

WHEREAS, the University has shared confidential information with the AAUP regarding significant lost revenues and expenses effecting the current fiscal year (September 1, 2019-August 31, 2020) and as anticipated for the upcoming fiscal year commencing on September 1, 2020; and

WHEREAS, to assist the University in addressing the current emergency situation, the University and the AAUP have agreed as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter provided, the parties agree as follows:

1. The term of the current Collective Bargaining Agreement (“CBA”) is extended to August 31, 2022.

2. All compensation increases set forth in the CBA as being effective September 1, 2020 shall instead be effective September 1, 2021. The University will make the \$750 contribution to HRAs due January 15, 2021.

3. The University will review the pending applications for promotion to associate, full professor, and full professor incentive awards under the governing guidelines and will not consider the current or future impact of the pandemic in determining whether to approve the promotion and change in title. However, the promotional increases otherwise applicable as set forth in CBA shall not be implemented until September 1, 2021. Any promotional increases due under the terms of this agreement will be applied before the 3% raise effective September 1, 2021.

4. Faculty who experience underloads during the next two academic years (2020-2021 and 2021-2022) may owe up to 3 credits per semester up to a maximum of 9 credits (including any credits currently owed) for up to three years. Any faculty member who has made a good faith effort to make up this underload and leaves the University before making up the underload shall not be required to repay the underload.

5. Faculty who have co-morbidities that put them at high risk of serious illness or death if they contract COVID-19 will, to the maximum extent possible, be permitted to perform their duties remotely. It is understood that no faculty member may unilaterally convert an in-person course to an online course. In the event that any such faculty member cannot perform all of their duties remotely, s/he will be entitled to take paid sick leave pursuant to 7.12(a) of the CBA, and/or at the faculty member's option, a partial or general unpaid leave with benefits (subject to established contribution schedules). Alternatively, if the faculty member can perform some but

not all of their work remotely, s/he may carry an underload and/or use sick leave on a pro-rated basis.

6. Absent a substantial change in financial circumstances as currently projected, the University does not anticipate the need to eliminate current full time faculty in the fiscal year ending August 31, 2021.

7. The parties will continue to negotiate over changes in working conditions while any governmental restrictions related to the pandemic are still in effect.

8. Except as set forth herein and in other related MOA's, all other provisions of the CBA shall remain in full force and effect.

9. This agreement will not become final and binding unless and until it is ratified by the membership of the AAUP.

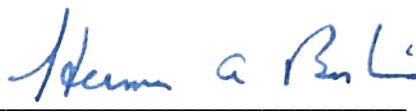
IN WITNESS WHEREOF, the parties, in person, or by their duly authorized agents, have here and under executed this AGREEMENT.


Dated: June , 2020

Dated: June 4 , 2020

HOFSTRA UNIVERSITY

HOFSTRA CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

By: 
Herman A. Berliner, Ph.D.
Provost and Senior Vice President
for Academic Affairs

By: 
Elisabeth J. Ploran, Ph.D.
President, Hofstra Chapter of the AAUP

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