

## 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**, as a result of the aforesaid, the University has agreed to offer additional exit incentives to faculty, as requested by the AAUP, and as described below.

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

1. With regard to the exit incentives set forth in Article 7.23(b)(2) of the Collective Bargaining Agreement (“CBA”), the University has furnished a list of 28 faculty members who have previously opted for the exit incentive set forth therein, including columns showing Separation Date, Annual Salary, Remaining Teaching Hours and other information. The parties agree that those faculty members may, at their option, be relieved of all teaching responsibilities following the Spring 2020 semester and be paid as follows:

(a) Faculty members may opt to be paid the amount listed in the column entitled

“Revised Salary Based on Remaining Hours,” which amount will be paid equally over the remaining number of semesters the faculty member was scheduled to teach, while also receiving all benefits during that period. It is understood and agreed that pension contributions will be based on the salary due under this paragraph.

(b) Alternatively, other than those faculty members who have only one (1) semester remaining, the other faculty members may opt to receive a one (1)-year payout based on the following formula: take the Annual Salary and the Revised Salary columns, add them together, and divide by two. The resulting amount would be paid out in its entirety over the next fiscal year commencing on September 1, 2020, including all benefits as specified in paragraph 1(a).

(c) Faculty members must notify the Provost in writing by June 30, 2020 if they wish to accept either of these options, and if so, which option they have selected (payout over remaining semesters or one (1)-year payout).

2. All other full-time faculty members who have not filed for an exit incentive and who are not otherwise scheduled to retire, and who have at least twenty (20) years of service, may opt to receive an exit incentive equaling including the value of one year’s current salary paid over the next two (2) academic years (one-half each academic year) with all benefits as specified in paragraph 1(a). This exit incentive is available to the first ten (10) full time faculty members who notify the Provost of the intent to take this option. Faculty electing this option must notify the Provost no later than June 30, 2020.

3. Faculty members who elect any of the options outlined above remain eligible for all other retirement benefits as outlined in the CBA, subject to the terms and conditions therein.

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

Dated: June 2, 2020

Dated: June 3, 2020

HOFSTRA UNIVERSITY

HOFSTRA CHAPTER OF THE AMERICAN  
ASSOCIATION OF UNIVERSITY PROFESSORS

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

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

HU Doc# 14286