

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, the pandemic has adversely affect faculty members’ ability to conduct their research and scholarship; and

WHEREAS, in light of all of the foregoing, the University and the AAUP have agreed to the following accommodations with regard to faculty appointment procedures.

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

1. All tenure track faculty may, at their option, extend their probationary periods for one (1) additional year pursuant to the following:

a. Faculty who are scheduled to be reviewed for tenure or reappointment in August, 2020 may elect to extend their tenure probationary period by notifying the Provost in writing no later than June 30, 2020.

b. Faculty who are scheduled to be reviewed for tenure or reappointment as of August, 2021 may elect to extend their tenure probationary period by notifying the Provost in writing no later than June 30, 2021.

c. All other faculty seeking to extend their tenure probationary periods must

notify the Provost no later than August 31, 2021 if they decide to elect this option.

2. For faculty in categories 1(a) and 1(b) above, if the faculty member has applied for tenure and received positive recommendations on tenure criteria 1 through 3 of FPS #15, and the faculty member thereafter elects to extend the tenure probationary period, s/he will be promoted effective at the beginning of the academic year in which s/he would have been eligible to receive a decision on tenure, provided that the promotional increase shall not be effective until September 1, 2021.

3. Those faculty who were originally up for tenure in 2020 or 2021 and have elected to be considered for promotion but not tenure may supplement their tenure applications, provided that no information will be used to change a positive recommendation on criteria 1 through 3 to a negative recommendation unless the faculty member's performance is substantially different than his/her previous performance and was caused by factors within the faculty member's control. The parties recognize that a determination on long term needs is outside the control of the faculty member and that the faculty member may wish to have the other criteria evaluated before a determination is made regarding long term needs.

4. Any faculty member (including faculty with tenure decision dates of August, 2020 or August, 2021) who has previously reduced his/her probationary period or who has failed to take one or more tenure extensions to which s/he was entitled may alter his/her probationary period to the maximum probationary period to which s/he would have been entitled and may also elect to take the one (1) year extension available to all other faculty members. The decision dates set forth in paragraph 1 above must be adhered to.

5. Any extension of the probationary period will be added to the faculty member's current appointment.

6. All start-up funds specified in a faculty member's letter of appointment will be

available on September 1, 2020 and the expiration dates will be extended for an additional year.

7. No faculty member who has had a prior tenure extension will be denied the opportunity to extend his/her tenure probationary period pursuant to the terms of this Agreement.

8. It is understood that all faculty electing an extension of the probationary period will also receive a terminal year if s/he is denied tenure.

9. All rights to challenge a tenure denial that presently exist are preserved.

10. If tenure extensions result in more faculty standing for tenure in a department at one time than would have been the case without a tenure extension, more senior faculty (based on hire dates) will be given priority in awarding tenure.

11. The parties acknowledge that this MOA and other MOA's governing the current emergency situation are interrelated, and all MOA's shall be executed and delivered contemporaneously.

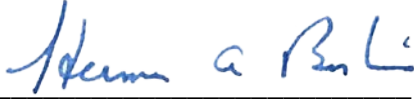
IN WITNESS WHEREOF, the parties, in person, or by their duly authorized agents, have here and under executed this AGREEMENT.

Dated: June , 2020

Dated: June 3, 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