

7-28-2016

APPENDIX F

Dean Evaluation Process

The Deans' Evaluation instrument was approved by:

- Senate on December 10th, 2012
- The full faculty on May 6th, 2013
- President on May 26th, 2013

The implementation process will be as follows:

- Deans will be evaluated every three years, except in their last year of service.
- Evaluations will be conducted in the fall semester.
- All faculty in the Dean's unit will be included in the evaluation.
- For Honors College, all faculty teaching Honors courses during the 3 years prior to the evaluation will be included.
- Evaluation will be distributed via anonymous online survey using Qualtrics. For the Deans' Evaluations, Qualtrics will set up a preconfigured account whereby only anonymous responses (no personal identifying information or IP addresses) can be collected. Hofstra University will not be able to alter the anonymous setting.
- Data will be aggregated via the Qualtrics reporting function.
- Quantitative results will be distributed by the Provost's Office to the Deans and to the faculty in the unit.
- Qualitative results will be given to the Deans and Provost only.
- The Provost will review results with each Dean and set future goals.

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EVALUATION OF ACADEMIC DEAN

Dean: _____ School/College: _____

Please check: Full-time faculty
 Adjunct faculty

The candid evaluation of your Dean's professional performance is highly appreciated.

There are no "correct" or "right" answers to any of the items. Your opinion, along with the opinions of the rest of the faculty, will help in assessing the Dean's performance in fulfilling the responsibilities of the position.

INSTRUCTIONS: To be Determined (Evaluation will be done online)

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- 5 = Strongly Agree
4 = Agree
3 = Neutral
2 = Disagree
1 = Strongly Disagree
DK = Don't Know

I. Leadership

- | | | | | | | |
|---------------------------------------------------------------------------|---|---|---|---|---|----|
| 1. The Dean consistently demonstrates effective leadership. | 1 | 2 | 3 | 4 | 5 | DK |
| 2. The Dean works effectively with department chairs. | 1 | 2 | 3 | 4 | 5 | DK |
| 3. The Dean fosters a climate that promotes continuous improvement. | 1 | 2 | 3 | 4 | 5 | DK |
| 4. The Dean effectively advocates for the needs of the college or school. | 1 | 2 | 3 | 4 | 5 | DK |
| 5. The Dean exhibits integrity in decision-making. | 1 | 2 | 3 | 4 | 5 | DK |
| 6. The Dean addresses administrative matters in a timely fashion. | 1 | 2 | 3 | 4 | 5 | DK |
| 7. The Dean encourages and supports long-range planning. | 1 | 2 | 3 | 4 | 5 | DK |
| 8. The Dean articulates a clear vision for the college or school. | 1 | 2 | 3 | 4 | 5 | DK |
| 9. The Dean is open to new ideas. | 1 | 2 | 3 | 4 | 5 | DK |
| 10. The Dean listens to the concerns of faculty and administrators. | 1 | 2 | 3 | 4 | 5 | DK |

COMMENTS:

II. Faculty and Program Development

- | | | | | | | |
|-----------------------------------------------------------------------|---|---|---|---|---|----|
| 11. The Dean supports and encourages interdisciplinary collaboration. | 1 | 2 | 3 | 4 | 5 | DK |
| 12. The Dean promotes and supports faculty scholarship and research. | 1 | 2 | 3 | 4 | 5 | DK |
| 13. The Dean promotes and supports faculty teaching. | 1 | 2 | 3 | 4 | 5 | DK |
| 14. The Dean promotes and supports faculty service. | 1 | 2 | 3 | 4 | 5 | DK |
| 15. The Dean encourages diversity in faculty and staff appointments. | 1 | 2 | 3 | 4 | 5 | DK |
| 16. The Dean is visible and accessible to the faculty. | 1 | 2 | 3 | 4 | 5 | DK |
| 17. The Dean is aware of my contributions to the university. | 1 | 2 | 3 | 4 | 5 | DK |
| 18. The Dean works to encourage gender and racial equity. | 1 | 2 | 3 | 4 | 5 | DK |
| 19. The Dean encourages professional development of faculty. | 1 | 2 | 3 | 4 | 5 | DK |

COMMENTS:

III. Resource Allocation

- | | | | | | | |
|------------------------------------------------------------------------------------|---|---|---|---|---|----|
| 20. The Dean allocates resources to the department consistent with its priorities. | 1 | 2 | 3 | 4 | 5 | DK |
| 21. The Dean involves faculty in setting budgetary priorities. | 1 | 2 | 3 | 4 | 5 | DK |
| 22. The Dean involves faculty in decisions about facilities | 1 | 2 | 3 | 4 | 5 | DK |

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- and equipment. 1 2 3 4 5 DK
23. The Dean's allocation of resources to departments has been consistent with college goals and priorities. 1 2 3 4 5 DK
24. The Dean's allocation of resources to instructional programs has been consistent with college goals and priorities. 1 2 3 4 5 DK
25. The Dean avoids favoritism in allocating resources for requests unrelated to college priorities. 1 2 3 4 5 DK
26. The Dean provides departments with ample opportunity to explain their resource needs. 1 2 3 4 5 DK
27. The Dean is knowledgeable about department needs. 1 2 3 4 5 DK

COMMENTS:

IV. Personnel Issues

28. The Dean fosters positive morale. 1 2 3 4 5 DK
29. The Dean addresses conflicts fairly and objectively. 1 2 3 4 5 DK
30. The Dean treats others with fairness and respect. 1 2 3 4 5 DK
31. The Dean exhibits and encourages high ethical professional standards. 1 2 3 4 5 DK

COMMENTS:

V. Communication

32. The Dean exhibits effective verbal communication. 1 2 3 4 5 DK
33. The Dean exhibits effective written communication. 1 2 3 4 5 DK
34. The Dean works with department chairs to ensure timely flow of information. 1 2 3 4 5 DK
35. The Dean has established appropriate methods for informing the faculty of important developments. 1 2 3 4 5 DK
36. The Dean has established effective ways for gaining representative faculty opinion on relevant issues. 1 2 3 4 5 DK
37. The Dean clearly communicates to the faculty the criteria used when making decisions. 1 2 3 4 5 DK

COMMENTS:

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VI. Resource Development

- | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|----|
| 38. The Dean encourages faculty in applying for grants. | 1 | 2 | 3 | 4 | 5 | DK |
| 39. The Dean has a strong relationship with alumni. | 1 | 2 | 3 | 4 | 5 | DK |
| 40. The Dean promotes school goals and initiatives via application for funding from grants. | 1 | 2 | 3 | 4 | 5 | DK |
| 41. The Dean promotes school goals and initiatives via application for funding from college administration and outside agencies. | 1 | 2 | 3 | 4 | 5 | DK |
| 42. The Dean is effective in successfully obtaining financial resources. | 1 | 2 | 3 | 4 | 5 | DK |
| 43. The Dean has been effective in helping the college to acquire federal funding. | 1 | 2 | 3 | 4 | 5 | DK |
| 44. The Dean has been effective in helping secure resources from private sources (gifts, grants, etc.). | 1 | 2 | 3 | 4 | 5 | DK |

COMMENTS:

VII. Overall Impression

- | | | | | | | |
|---------------------------------------------------------------------------------------------|---|---|---|---|---|----|
| 45. The Dean has my confidence to effectively manage the school or college into the future. | 1 | 2 | 3 | 4 | 5 | DK |
| 46. Overall, I am pleased with the effectiveness of the Dean | 1 | 2 | 3 | 4 | 5 | DK |

COMMENTS:

VIII. General Questions

What are the strengths of this Dean?

What are areas in which this Dean should improve?

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Chair Evaluation Process

The Chairs' Evaluation instrument was approved by:

- Senate Executive Committee on October 6, 2014
- The full faculty on November 17, 2014
- President on December 15, 2014

The implementation process will be as follows:

- Chairs will be evaluated in the second year of the chair's 3-year term, and yearly thereafter if a chair is reappointed to a second term, except in their last year of service.
- Evaluations will be conducted in the spring semester.
- All faculty in the Chair's unit will be included in the evaluation.
- Evaluation will be distributed via anonymous online survey using Qualtrics. For the Chairs' Evaluations, Qualtrics will set up a preconfigured account whereby only anonymous responses (no personal identifying information or IP addresses) can be collected. Hofstra University will not be able to alter the anonymous setting.
- Data will be aggregated via the Qualtrics reporting function.
- Quantitative results will be distributed by the Provost's Office to the Chairs and to the faculty in the unit.
- Qualitative results will be given to the Chair and Dean of the School only.
- The Dean will review results with each Chair and set future goals.

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EVALUATION OF CHAIRPERSON

Note: ** It is the recommendation of the Full Faculty that this be done online.

Note: ** It is the recommendation of the Full Faculty that this evaluation be administered in the spring semester of the 2nd year of the chair's 3 year term, and annually thereafter.

School/College: _____

Department: _____

Chairperson of Department: _____

Please check: Full-time faculty

Adjunct faculty

The candid evaluation of your Chairperson's professional performance is highly appreciated.

There are no "correct" or "right" answers to any of the items. Your opinion, along with the opinions of the rest of the faculty, will help in assessing the Chairperson's performance in fulfilling the responsibilities of the position.

INSTRUCTIONS: To be Determined (Evaluation will be done online)

5 = Strongly Agree

4 = Agree

3 = Neutral

2 = Disagree

1 = Strongly Disagree

DK = Do not Know

Note: At the end of the statements below are parentheses with CAPS (These would not be on the actual evaluation—They are for you to know what type of statement each one represents):

AR = Administrative Responsibilities Statement

COM = Communication Statement

DM = Decision Making Statement

EVAL = Evaluation Statement

FPS = Faculty Policy Series #13 Statement

LD = Leadership Statement

TR = Trust Statement

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1. The Chairperson is effective in representing departmental concerns to the administration. (AR)
2. The Chairperson effectively mediates student-faculty concerns, as appropriate. (FPS/AR)
3. The Chairperson conducts department meetings in an effective manner. (LD)
4. The Chairperson supports professional development of the faculty. (LD)
5. The Chairperson facilitates effective resolution for faculty concerns. (LD)

6. The Chairperson supports development of innovative departmental programs. (LD)
7. The Chairperson effectively manages daily operations of the department. (LD)
8. The Chairperson promotes recognition of scholarly achievement of the faculty. (LD)
9. The Chairperson is fair in allocating departmental resources. (LD)
10. The Chairperson is available to mentor faculty in the area of teaching. (LD)

11. The Chairperson is available to mentor faculty in scholarly productivity and grants. (LD)
12. The Chairperson is available to mentor faculty in the area of service. (LD)
13. The Chairperson effectively manages departmental budget(s). (LD)
14. The Chairperson promotes the effectiveness and quality of instruction. (FPS/LD)
15. The Chairperson promotes the effective integration of curriculum. (FPS/LD)

16. The Chairperson supports and enhances instructional and professional collaboration among department members. (LD)
17. The Chairperson effectively provides needed information to the faculty in a timely manner. (COM)
18. The Chairperson communicates information to the faculty. (COM)
19. The Chairperson consults with the faculty in all major decisions which affect the department. (FPS/COM)
20. The chairperson seeks feedback and encourages discussion of opinions from departmental faculty before making decisions. (COM)

21. The Chairperson is available for consultation. (COM)
22. The Chairperson is regularly available on campus. (COM)
23. The Chairperson responds to email in a timely manner. (COM)
24. The Chairperson evaluates faculty in a timely manner. (EVAL)
25. The Chairperson is fair in conducting evaluations. (EVAL)

26. The Chairperson makes sound/well-founded decisions. (DM)
27. The Chairperson effectively explains the rationale for decisions being made. (DM)
28. The Chairperson is an effective advocate for faculty. (DM)
29. The Chairperson fosters a collegial atmosphere in the department. (TR)
30. The Chairperson works to build consensus among the faculty. (TR)
31. The Chairperson applies policy consistently and fairly. (TR)

General Questions

What are the strengths of this Chairperson?

What are areas in which this Chairperson should improve?

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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 17 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.

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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

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

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

HU Doc# 14224

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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 4 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

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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

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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

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

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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 3 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(1)(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

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"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.

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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. Berlin
Herman A. Berlin, 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

HTJ Doc# 14286

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OFFICE OF THE PROVOST AND
SENIOR VICE PRESIDENT FOR ACADEMIC AFFAIRS

To: Elisabeth Ploran, President, Hofstra Chapter of AAUP

From: Herman Berliner, Provost and Senior Vice President for Academic Affairs *Herman Berliner*

cc: Dolores Fredrich, Senior Vice President for Legal Affairs and General Counsel
Beth Margolis, AAUP counsel

Subject: Meeting of June 4, 2020

The following was agreed at our meeting of June 4, 2020

1. The payment to adjunct faculty specified in Article 7.9b will be made on January 15, 2021 in accordance with that provision.
2. The 8 adjuncts currently purchasing health insurance coverage through the University may continue to do so even if the credits assigned in the upcoming fiscal year do not meet the stated requirement due to underload.
3. The parties agree that faculty must have classes recorded so that students unable to attend may participate remotely either live or after the fact; alternatively, the faculty member may make the same course content available online. It is understood that only students enrolled in the class may view the materials.

Please acknowledge our agreement by signing and returning this memorandum.

Dated: June 5, 2020

HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

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