

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 28 day of September, 2023.

WHEREAS, the AAUP Chapter of Hofstra University (the “Union”) and Hofstra University (the “University”) are parties to a Collective Bargaining Agreement (“CBA”) dated September 1, 2021 through August 31, 2026; and

WHEREAS, Article 6.30 of the CBA provides for the parties to make their best efforts to negotiate amendments to Article 24 by August 31, 2023, with the understanding that no such amendments shall be made without the mutual written agreement of the parties; and

WHEREAS, the parties have met on several occasions and made their best efforts to negotiate amendments to Article 24; and

WHEREAS, the parties seek to memorialize and incorporate into the CBA a well-established past practice relating to how adjunct librarian faculty attain regular status.

NOW, THEREFORE, the parties agree as follows:

1. Article 24.4(b) of the CBA shall be deleted in its entirety and replaced with the following:
 - (b) Ten-Year Adjuncts. Adjunct faculty who have taught at the University for ten (10) or more academic years as of the first day of this agreement will be given five (5)-year contracts provided the CTRs for the majority of the courses they have taught in the preceding three (3) academic years are within the confidence intervals for the department, including all full and part-time faculty. Where, through no fault of the adjunct faculty member, CTRs are not available for the majority of the courses taught in the preceding three (3) academic years, the adjunct faculty member will be given a five (5)-year contract provided their teaching is satisfactory as evaluated through peer evaluations. In the event any eligible adjunct does not satisfy this

criteria, they will be given a one (1)-year reappointment and an opportunity to improve their performance after which they will be reviewed under the normal procedures for a three (3)-year contract.

2. Article 24.4(c) of the CBA shall be deleted in its entirety and replaced with the following:

- (c) Reappointment Application. Adjuncts who have received a contract for a multi-year term may apply for reappointment at the beginning of the final year of their contract. The decision on whether to reappoint will be based on the student evaluations (CTRs), provided CTRs are available for the majority of the classes taught, and/or peer evaluations. Applications for reappointment must be given careful consideration and if a decision not to reappoint is made a statement of reasons must be provided.

3. Article 24.4(d)) of the CBA shall be deleted in its entirety and replaced with the following:

- (d) Appointment for a Five-Year Term. At the beginning of the last semester of a three (3)-year contract of appointment, an adjunct who applies for reappointment and who is reappointed shall be given a five (5)-year appointment, with eligibility for the same or greater semester hours as they taught in the prior academic year unless there is insufficient work for which the faculty member is qualified and suitable in which case the semester hours of the appointment may be reduced. For purposes of calculating eligibility for a five (5)-year appointment, the adjunct must have worked both semesters in each of the previous five (5) years; otherwise, a three (3)-year term appointment shall be issued.

An adjunct faculty member on a five-year appointment should be reappointed if the CTRs are within the confidence interval for the department, provided CTRs are available for the majority of the classes taught, and/or the evaluations and peer reviews are satisfactory. If a recommendation not to reappoint is made by the Chair or the DPC, the adjunct must be provided with a statement of reasons and an opportunity to respond to the concerns raised at each level of review. If a determination is made by the Provost not to reappoint, they must set forth the basis for the decision in writing. A grievance may be filed on the grounds that the requirements of this Article were not followed, but may not challenge the merits of the decision. In lieu of non-reappointment, an adjunct may be reappointed to a shorter term.

Appointment letters shall specify the hours the adjunct is eligible to teach subject to the availability of suitable courses. It is understood that insufficient work may result from a decline in student demand; the hiring of full time faculty member(s);

the reassignment of courses to more senior adjuncts; or the reduction in courses offered.

The semester hours of an appointment can be reduced if the class assigned to the adjunct is canceled. If cancellation occurs between one week prior to the start of the class but before the third class meeting the adjunct will be paid for the portion of the term worked prior to cancellation. If the class is cancelled on or after the third class meeting the adjunct will be paid for the remaining portion of the class assignment or provided with an alternative assignment.

In the event there is no work available to satisfy the semester hour expectation during any academic term of an appointment, the faculty member shall continue to maintain eligibility for the semester hours specified in their appointment letter for the duration of the appointment.

4. Article 24.11(a)(8) of the CBA shall be deleted in its entirety and replaced with the following:

(8) service as a jury member for student performances at a rate of \$150 for 2-3 hour events. Performances greater than 3 hours shall be paid on a *pro rata* basis, *i.e.*, at the \$25/.5 hour rate. Notwithstanding the foregoing provisions of this subsection (8), no adjunct faculty member shall be paid under this subsection for service as a jury member for student performances that include only that adjunct faculty member's own students.

5. Article 9.6 of the CBA shall be amended to add the following fourth sentence: "Adjunct Library faculty will be considered to have achieved "regular" status under Article 2.2 above after they have been continuously employed by the University for at least three of the last four semesters prior to the reappointment period, and for a minimum of at least 7 hours per week during the semester. Summer sessions will be counted in determining eligibility for "regular status. Upon attaining regular status, Adjunct Library faculty become members of the bargaining unit and will be covered by the CBA as applicable to adjunct faculty."

6. Nothing herein is intended to, nor shall it be used to, divest any Adjunct Faculty who have already achieved "regular" status of such status.

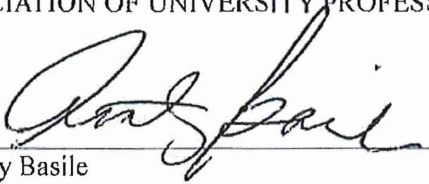
IN WITNESS WHEREOF, the parties, in person, or by their duly authorized agents, have here and under executed this Agreement.


Dated: September 21, 2023

Dated: September 28, 2023

HOFSTRA CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

HOFSTRA UNIVERSITY

By: 
Anthony Basile
President, Hofstra Chapter of the AAUP

By: 
Charles Riordan,
Provost

9/15/2023 2:00 PM