

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 24 day of October, 2023.

WHEREAS, disputes have arisen, and the parties have engaged in discussions, regarding compliance with the Collective Bargaining Agreement (“CBA”), Faculty Statutes, Faculty Policy Series or other faculty-related policies (collectively “CBA Compliance”) with nursing faculty in the Hofstra Northwell School of Nursing and Physician Assistant Studies at Hofstra University (SON); and

WHEREAS, the parties have discussed the mutual desire by both parties to see the successful growth of SON; and

WHEREAS, the parties recognize the vital and unique role many faculty in SON played in connection with the provision of healthcare services during the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter provided, and of the actions taken or to be taken pursuant thereto, the parties agree as follows:

1. All nursing tenure track faculty in SON, other than those faculty who will be in their terminal year as of September 1, 2023 and those who began their employment with the SON as of September 1, 2023, and not including faculty in the Department of Physician Assistant Studies, (hereinafter “Faculty”) may, at their option, extend their probationary periods for one (1) additional year. Faculty must notify the Provost in writing no later than October 30, 2023, if they decide to elect this option.
2. The option for extension of probationary period set forth in paragraph 1 shall be in addition to any option for extension that the Faculty have already taken or for which Faculty may be eligible in the CBA, including in Section 7.16(a).

3. Any Faculty seeking tenure shall be evaluated in accordance with Faculty Policy Series 15 and Faculty Statutes V, as well as (a) under the written standards of the Department of Nursing for reappointment, tenure and promotion (“Departmental Standards”) in effect pursuant to CBA Section 5.3, or, (b) at the Faculty’s option, such tenure review may be under any new Departmental Standards that are in force and filed pursuant to CBA Section 5.6(c). The faculty’s option must be documented in writing to the Dean prior to commencement of the tenure review.

4. Any deficiencies in a Faculty member’s tenure file related to a lack of annual evaluations, observations, or the lack of CTRs through August 31, 2023, where such deficiency is through no fault of the Faculty member, may not be used to support a finding that the Faculty member has not satisfied tenure standards. All reviewing bodies/entities will be so notified at any initial meeting and/or before the review begins.

5. The parties acknowledge that the option to extend the probationary period as set forth herein is made solely for the purpose of compromising and preventing further involvement in, litigation (including grievances and arbitrations) by the AAUP, and it does not constitute an admission or concession by any of the parties of any liability or lack thereof on account of the aforementioned disputes, liability for which is expressly denied by HOFSTRA. Without limiting the generality of the foregoing, the parties acknowledge that the execution of this AGREEMENT is not to be construed as an admission by HOFSTRA that it has violated any constitutional right, federal, state or local statute, law, rule, regulation, ordinance of any nature whatsoever, or contract, and the parties further acknowledge that, according to their intention and informed understanding, the execution of this AGREEMENT does not violate any federal, state or local statute, law, rule, regulation, ordinance of any nature or contract whatsoever.

6. The disputes between the parties relating to CBA Compliance in SON, including any grievance asserted by the AAUP relating to CBA Compliance in SON, as of August 31, 2023, are resolved as set forth herein and are withdrawn with prejudice.

7. The AAUP expressly waives any right, claim, grievance or argument against HOFSTRA relating to SON CBA Compliance in any of the following areas as of August 31, 2023, whether or not aware of them, and without HOFSTRA's conceding that such matter is subject to grievance under the CBA: (a) SON's observation, review or evaluation of faculty; (b) formation or procedures relating to Departmental Personnel Committee, Faculty Personnel Board or other applicable personnel committee or reviewing body; (c) tenure, reappointment and promotion guidelines or other departmental standards; (d) communications relating to reappointment/non-reappointment, promotion or tenure; or (e) academic freedom, (hereinafter "Claim"). Notwithstanding the foregoing, nothing herein prevents the AAUP and/or any Faculty member from raising in connection with any future reappointment, promotion or tenure case issues they believe are relevant to the Faculty member's entire performance record. In such event, all parties to this AGREEMENT reserve any and all arguments concerning the relevance or materiality of any such information, documents or the absence thereof, except that in no event may the AAUP or any Faculty member grieve any future reappointment, promotion or tenure case based on any such Claim.

8. Nothing herein precludes Dr. Mario Tomei, who is in his terminal year as of September 1, 2023, from applying for adjunct faculty positions in the future at HOFSTRA.

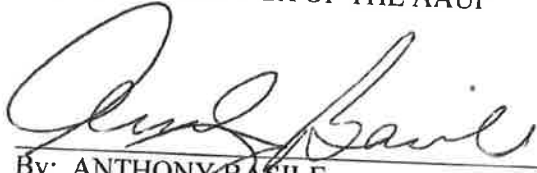
9. This AGREEMENT shall not be considered a precedent and may not be cited or relied upon by any of the parties in any grievance, arbitration or other proceeding, except in a proceeding to enforce this AGREEMENT.

10. This AGREEMENT may be executed in multiple counterparts, and/or may be transmitted via facsimile, or electronic mail, with each counterpart when taken together shall be treated as a single and entire document and admissible in evidence as a duplicate original.

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

Dated: 10/20/23

HOFSTRA CHAPTER OF THE AAUP



By: ANTHONY BASILE
PRESIDENT OF THE HOFSTRA CHAPTER
OF THE AAUP

Dated: 10/24/2023

HOFSTRA UNIVERSITY



By: CHARLES RIORDAN
PROVOST & SENIOR VICE PRESIDENT
FOR ACADEMIC AFFAIRS