MEMORANDUM OF AGREEMENT
Temporary Remote Instruction, Fall 2021

We recognize that there are a variety of necessary and valid times when a faculty member may choose to offer a single course meeting remotely or provide alternate instruction or assignments in lieu of a traditional face to face setting. For example, they might be attending a conference or have some other unavoidable issue that prevents them from reaching campus during a scheduled class session. Rowan University (the University) and AFT Local 2373 (the Local Union) herein “the parties” agree that faculty should have the ability to offer some type of remote instruction during such times. Additionally, an in order to plan for a host of issues surrounding COVID-19 and to provide for flexibility that serves both pedagogical and safety issues, Rowan University (the University) and AFT Local 2373 (the Local Union) herein “the parties” agree to the following:

1. The parties agree that faculty will have the ability to seek approval to offer, temporarily, remote instruction for a period up to 10 consecutive calendar days during the COVID-19 pandemic.
2. Suitable reasons include, but are not limited to, a positive COVID-19 test, close contact with an individual who has tested positive for COVID-19, or increased child- or family-care responsibilities because of closures of schools, daycares, or other facilities.
3. Faculty wishing to temporarily engage in remote instruction will immediately contact their Chair/Head and Dean to alert them of this request. The request should indicate the proposed exact dates of remote instruction and the date when face-to-face instruction will resume.
4. Remote instruction may consist of either synchronous instruction over Zoom or a similar teleconferencing platform, or asynchronous options not originally planned in the syllabi.
5. Faculty who are denied the ability to offer temporary remote instruction can appeal to the Office of the Provost. The Provost’s decision will be final and shall not be subject to grievance.
6. If the request for remote instruction is approved, faculty members will inform their students, in writing, the exact dates of remote instruction and the exact date when face-to-face instruction will resume.
7. If the need for remote instruction extends beyond 10 consecutive calendar days, and therefore the faculty member seeks additional remote accommodation during the semester, the faculty member may file for appropriate ADA accommodations (for disabilities) or for any available leave options. The determinations for these requests will be made in accordance with all applicable laws and university policies/practices.
8. This Memorandum of Agreement shall not constitute a precedent and shall not be referred to, offered or considered as evidence in any proceeding with respect to any other matter between the parties except to enforce the provisions of this Memorandum of Agreement.
9. This Memorandum of Agreement shall not serve to amend, modify or change the existing terms of parties’ Statewide Agreement.
The parties agree that this Memorandum of Agreement is effective as of 09/20/2021.

In WITNESS HEREOF, the University and AFT Local 2373 have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For the University:  
[Signature]  
Date:  

For AFT Local 2373:  
[Signature]  
Date: 9-15-2021