

~~Memorandum of Understanding~~
**Between Ramapo College of New Jersey, The Council of New Jersey
State College Locals, AFT, AFL-CIO and the Ramapo Federation of
Teachers Local 2274**

Faculty Class Observations for Virtual Courses

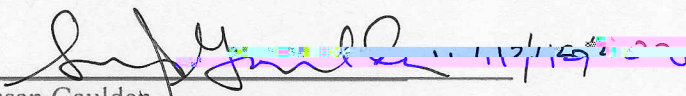
In order to promote amicable employer-employee relations, Ramapo College of New Jersey (hereinafter "Ramapo College"), The Council of New Jersey State College Locals, AFT, AFL-CIO (hereinafter "the Council") and the Ramapo Federation of Teachers Local 2274 (hereinafter "the Union"), hereby enter into this Memorandum of Agreement ("MOA") and agree to the following:

1. Due to the COVID-19 pandemic, the number of courses holding class meetings via Academic Detail Peer Observations in education and business courses means scheduling class observations for faculty delivering virtual courses via a synchronous video recording of the class meeting. If the virtual course has synchronous class meetings then the default can be for the Dean or Peer Observer to join the Webex session.
2. The faculty member to be observed would be asked to consent to this method of class observation. In the event the faculty member to be observed consents to this method of class observation, the Dean or Peer Observer will join a virtual synchronous class meeting.
3. The exact date and time of the virtual class meeting to be observed/video recorded must be agreed on in advance by the faculty member and the Dean or Peer Observer.
4. Any video recording of the class being observed will be deleted/destroyed after the observed faculty member signs off on the class observation report.
5. Any video recording will not be edited and must be shared as recorded during the class meeting being observed.
6. Faculty members will advise their respective Dean or Peer Observer if they are unable to video record the active speaker of the virtual class session. In the event that the active speaker video recording option is not available or not mutually desired, the default video recording will include the audio and shared content of the recorded class.
7. If the "active speaker" video recording option is used and if any students deliver presentations or ask questions during the video recorded class session and will, therefore, be recorded as "active speakers," then the faculty member being observed must advise these students to turn off their webcams if they do not want to be recorded.

8. The parties agree that this MOA shall not constitute a precedent and shall not be cited in any forum except to enforce the provisions contained herein. In addition, this MOA shall not set a precedent for any other agreement negotiated either locally or in the collectively negotiated master agreement.
9. This MOA shall remain in effect until June 30, 2021 and may be extended if virtual course delivery mode continues past the above date and the parties mutually agree upon a new termination date for the MOA.


In WITNESS WHEREOF, Ramapo College, the AFT Council and the AFT Local 2274 having read and understood its terms and having agreed to be bound by the terms set forth above, the parties affix their signatures below on this 11th day of November, 2020.

For Ramapo College of New Jersey:


Susan Gauden
Interim Director & Vice President for Academic Affairs


Virginia Caldieri,
Assistant Vice President for Human Resources

For the Union:

Martha Ecker 
Martha Ecker, President of AFT Local 2274

For the Council of NJ State Colleges:

Debra Davis, Staff Representative