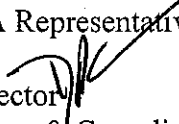




New Jersey Institute of Technology
University Heights
Newark, NJ 07102-1982
973.596.3142
973.642.4066 fax
Denise.coleman@njit.edu

Department of Human Resources

To: Michelle Tellefsen, PSA Representative

From: Denise P. Coleman, Director 
Labor/Employee Relations & Compliance

Date: June 12, 2007

Subject: **University Lecturers – Memorandum of Agreement**

Attached for your file is an original copy of the signed and dated University Lecturers Memorandum of Agreement including the 200 Step Matrix.

Cc: w/encl.

T. Johnson
H. Mauermeyer
P. Nelson
H. Stern
R. Federici
E. Lerner
A. Crawford

MEMORANDUM OF AGREEMENT

WHEREAS, The NJIT Professional Staff Association/AAUP (PSA) and New Jersey Institute of Technology (NJIT) desire to memorialize the terms of their agreement with respect to redefining the currently recognized PSA position of Special Lecturer and Lecturer, as well as set forth principles guiding employment structure;

WHEREAS, the parties recognize that implementation of the contractual changes will require the continuation of good faith negotiations and the changes will be implemented in a phased process as set forth below;

WHEREAS, the parties wish to formalize the following recommendations of the joint Committee of the administration and the PSA/AAUP, with the goal of adopting finalized language as an amendment to the currently controlling collective bargaining agreement between the parties (July 1, 2003 to June 30, 2007).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definition:

- (a) The titles of University Lecturer and Senior University Lecturer shall replace, in a phased manner, the use of the term "Special Lecturer," "Lecturer" and any other term that may be currently used to describe the position of full time, non-tenure track instructing staff. This title does not include other PSA represented instructing staff positions, such as Research Professor, Visiting Professor, or non-aligned teaching positions, such as adjunct instructors. The collective bargaining agreement shall be deemed amended, to the extent of any conflict in terminology.
- (b) University Lecturer positions are not tenure track appointments, nor are University Lecturers eligible for tenure. Rather, this rank is composed of renewable term full-time instructing staff whose primary responsibilities are teaching and professional practice.

2. Work Load for University Lecturers:

University Lecturer responsibilities continue to be the same as they have been for Special Lecturers. They include course instruction at a nominal load of twelve (12) credit hours per semester, not to exceed sixteen (16) contact hours, with the exception of sixteen (16) credit hours per semester within the School of Architecture. Assignments in lieu of course load may include formal student advisement assignments, course/curriculum development, coordination, and department or college administration. The teaching load shall not normally be fewer than nine (9) credit hours.

the limits of the merit pool. The merit allocation for each college/department will be established at the discretion of the Provost, in consultation with the Deans and Chairs. The Department Chairs will recommend merit awards for approval by the Dean and the Provost. The Appeal procedure for merit awards shall be developed during negotiations over the terms of the successor collective bargaining agreement between the PSA/AAUP and NJIT.

- (f) University Lecturers are eligible for single or multi-year contracts, with the same time requirements for notice of non-reappointment as currently contractually provided for Special Lecturers, specifically:
 - (i.) University Lecturers shall receive notification of non-reappointment beyond the completion of their contractual term not later than April 1st of the last year of the first and second contractual appointment.
 - (ii.) University Lecturers shall received notification of non-reappointment beyond the completion of their contractual term not later than January 31st of the last year of the third or later contractual appointment.

- (g) University Lecturers shall be entitled to contractual expectation interest in renewal of contractual appointment following ten (10) consecutive full fiscal years of non-probationary contractual employment following the effective date of this Agreement, to the same degree and following the same procedures set forth in Article IX of the collective bargaining agreement pertaining to Professional Staff members. For those University Lecturers continuously employed prior to the effective date of this Agreement, up to seven (7) years of previous employment in the capacity of a Special Lecturer shall be counted towards the eligibility requirement.

4. Retention of Current Rights:

To the extent neither expressly amended nor inconsistent with this Agreement, University Lecturers shall continue to maintain the same level of rights and benefits currently afforded in the collective bargaining agreement for Special Lecturers.

5. Additional Issues:

- (a) It is further understood that involvement of University Lecturers in faculty governance, performance evaluation of University Lecturers, limitations on numbers of University Lecturers, professional development for University Lecturers and other issues may be the subject of future

consideration and discussion by Faculty Council and/or the Professional Staff Association.

- (b) The university agrees, at least annually, to track the number of University Lecturer positions relative to number of tenured and tenure-track faculty, and agrees to maintain the guideline that not more than 25% of full time faculty positions (including tenure-track and tenured faculty, Special Lecturers and University Lecturers) shall be held by University Lecturers. It is understood that the guideline shall be applied across the university, rather than by department or unit, which may vary according to the needs of such department or unit. The university, through its administration, agrees that such guideline will not be exceeded without engaging a dialogue with the faculty, through the PSA/AAUP.

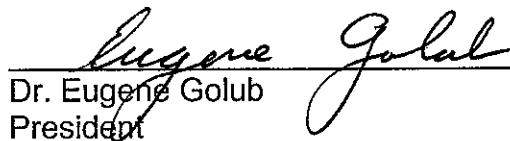
Executed this 31st day of May, 2007.

FOR NJIT:



Dr. Theodore T. Johnson
Vice President of Human Resources

FOR PSA/AAUP:



Dr. Eugene Golub
President

UL	Step	UL	SUL	Step	UL	SUL	Step	UL	SUL	Step	UL	SUL
Maximum	60,000	1	30,000	51	37,560	45,600	101	45,100	57,200	151	52,650	68,800
Minimum	30,000	2	30,151	52	37,701	45,832	102	45,251	57,432	152	52,801	69,032
Delta	30,000	3	30,302	53	37,852	46,064	103	45,402	57,664	153	52,952	69,264
Step (Rd Up)	151	4	30,453	54	38,003	46,296	104	45,553	57,896	154	53,103	69,496
SUL	80,000	5	30,604	55	38,154	46,528	105	45,704	58,128	155	53,254	69,728
Maximum	34,000	6	30,755	56	38,305	46,760	106	45,855	58,360	156	53,405	69,960
Minimum	46,000	7	30,906	57	38,456	46,992	107	46,006	58,592	157	53,556	70,192
Delta	46,000	8	31,057	58	38,607	47,224	108	46,157	58,824	158	53,707	70,424
Step (Rd Up)	232	9	31,208	59	38,758	47,456	109	46,308	59,056	159	53,858	70,656
		10	31,359	60	38,909	47,688	110	46,459	59,288	160	54,009	70,888
		11	31,510	61	39,060	47,920	111	46,610	59,520	161	54,160	71,120
		12	31,661	62	39,211	48,152	112	46,761	59,752	162	54,311	71,352
		13	31,812	63	39,362	48,384	113	46,912	59,984	163	54,462	71,584
		14	31,963	64	39,513	48,616	114	47,063	60,216	164	54,613	71,816
		15	32,114	65	39,664	48,848	115	47,214	60,448	165	54,764	72,048
		16	32,265	66	39,815	49,080	116	47,365	60,680	166	54,915	72,280
		17	32,416	67	39,966	49,312	117	47,516	60,912	167	55,066	72,512
		18	32,567	68	40,117	49,544	118	47,667	61,144	168	55,217	72,744
		19	32,718	69	40,268	49,776	119	47,818	61,376	169	55,368	72,976
		20	32,869	70	40,419	50,008	120	47,969	61,608	170	55,519	73,208
		21	33,020	71	40,570	50,240	121	48,120	61,840	171	55,670	73,440
		22	33,171	72	40,721	50,472	122	48,271	62,072	172	55,821	73,672
		23	33,322	73	40,872	50,704	123	48,422	62,304	173	55,972	73,904
		24	33,473	74	41,023	50,936	124	48,573	62,536	174	56,123	74,136
		25	33,624	75	41,174	51,168	125	48,724	62,768	175	56,274	74,368
		26	33,775	76	41,325	51,400	126	48,875	63,000	176	56,425	74,600
		27	33,926	77	41,476	51,632	127	49,026	63,232	177	56,576	74,832
		28	34,077	78	41,627	51,864	128	49,177	63,464	178	56,727	75,064
		29	34,228	79	41,778	52,096	129	49,328	63,696	179	56,878	75,296
		30	34,379	80	41,929	52,328	130	49,479	63,928	180	57,029	75,528
		31	34,530	81	42,080	52,560	131	49,630	64,160	181	57,180	75,760
		32	34,681	82	42,231	52,792	132	49,781	64,392	182	57,331	75,992
		33	34,832	83	42,382	53,024	133	49,932	64,624	183	57,482	76,224
		34	34,983	84	42,533	53,256	134	50,083	64,856	184	57,633	76,456
		35	35,134	85	42,684	53,488	135	50,234	65,088	185	57,784	76,688
		36	35,285	86	42,835	53,720	136	50,385	65,320	186	57,935	76,920
		37	35,436	87	42,986	53,952	137	50,536	65,552	187	58,086	77,152
		38	35,587	88	43,137	54,184	138	50,687	65,784	188	58,237	77,384
		39	35,738	89	43,288	54,416	139	50,838	66,016	189	58,388	77,616
		40	35,889	90	43,439	54,648	140	50,989	66,248	190	58,539	77,848
		41	36,040	91	43,590	54,880	141	51,140	66,480	191	58,690	78,080
		42	36,191	92	43,741	55,112	142	51,291	66,712	192	58,841	78,312
		43	36,342	93	43,892	55,344	143	51,442	66,944	193	58,992	78,544
		44	36,493	94	44,043	55,576	144	51,593	67,176	194	59,143	78,776
		45	36,644	95	44,194	55,808	145	51,744	67,408	195	59,294	79,008
		46	36,795	96	44,345	56,040	146	51,895	67,640	196	59,445	79,240
		47	36,946	97	44,496	56,272	147	52,046	67,872	197	59,596	79,472
		48	37,097	98	44,647	56,504	148	52,197	68,104	198	59,747	79,704
		49	37,248	99	44,798	56,736	149	52,348	68,336	199	59,898	79,936
		50	37,399	100	44,949	56,968	150	52,499	68,568	200	60,049	80,168