To: Michelle Tellefsen, PSA Representative  
From: Denise P. Coleman, Director  
        Labor/Employer 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. Johnnson  
    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 receive 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:

[Signature]
Dr. Theodore T. Johnson
Vice President of Human Resources

FOR PSA/AAUP:

[Signature]
Dr. Eugene Golub
President