

## MEMORANDUM OF AGREEMENT

This Memorandum Of Agreement (“MOA”), is made by and between New Jersey Institute of Technology (“NJIT”) and the New Jersey Institute of Technology Professional Staff Association (“NJIT PSA/AAUP”), this 18<sup>th</sup> day of June, 2013 (“Effective Date”).

WHEREAS, NJIT entered into an E-Learning Project Master Agreement (“Agreement”) with Compass Knowledge Group, LLC, in October 2010, for the purpose of providing NJIT with administrative assistance related to marketing, recruiting, and retaining students enrolled in an initial online Master Degree program in Civil Engineering for students of NJIT; and

WHEREAS, NJIT entered into an Amendment To E-Learning Project Master Agreement (“Amendment”), with Embanet-Compass Knowledge Group, Inc. (which is the successor in interest to Compass Knowledge Group, LLC, and soon to be known as Pearson-Embanet) in December 2012; and

WHEREAS, the purpose of the Amendment was for NJIT to obtain further technical assistance from Embanet-Compass Knowledge Group, Inc. (“EC”) with respect to developing, converting and offering three (3) new online Master Degree programs in Electrical Engineering, Computer Science and Business Administration (collectively the “Online Degree Program(s)”) each year, beginning in or about Fall 2013; and

WHEREAS, in order to have these programs commence in or about Fall 2013, NJIT has identified members of the PSA/AAUP bargaining unit (henceforth, for purposes of this Agreement, “Faculty Members”), to perform work necessary for these programs to commence as planned; and

WHEREAS, the parties enter into this MOA, including the attached exhibits, for the purpose of establishing the method of compensation and intellectual property rights for Faculty Members, for certain academic services related to the Online Degree Programs, as more specifically described herein, that have been or will be performed in the spring and summer of 2013 as well as instructional services (i.e., the service provided by “Instructors”) for the Fall of 2013 (“initial phase”); and

WHEREAS, it is understood and agreed that the parties will engage in continued negotiations concerning negotiable terms and conditions for the provision of academic services related to online courses covering the periods not covered by this MOA.

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

**1. Degree Project Director (Spring and Summer 2013).** For the services associated with the initial phase of each Online Degree Program, which are scheduled to commence starting in the Fall of 2013, NJIT has selected a Faculty Member to serve as the “Degree Project Director” willing and able to perform the services required of such position as more specifically described in the Degree Project Director job

description attached hereto as **Exhibit A**. The work performed by the Degree Project Director under this MOA will all be performed prior to the start of the Fall 2013 semester.

(a) **Initial Additional Compensation.** Each Degree Project Director performing or having performed services in the Spring and Summer of 2013, shall receive a one-time stipend as additional compensation for the development of curriculum for each Online Program, in the amount of Five Thousand (\$5,000) Dollars per semester worked, not to exceed Ten Thousand (\$10,000) Dollars, to be paid in the Summer of 2013.(b) The services performed by the Degree Project Directors for the initial phase (Spring and Summer 2013) shall not be “on-load” or considered part of the Faculty Members’ normative faculty loads.

1. **Subject Matter Expert.** For each identified course in each Online Degree Program, not to exceed seven (7), NJIT shall ask a Faculty Member to serve as the Subject Matter Expert, willing and able to perform the services required of such position, during the Spring and Summer of 2013, as more specifically described in the Subject Matter Expert job description attached hereto as **Exhibit A**. (While it is understood that the individuals selected to fill these roles may be required to perform with as-needed periodic updates for the assigned course thereafter, it is understood and agreed that if there is a need for updates to the course, it shall be handled consistent with prevailing practices regarding in-person courses. This Faculty Member will be selected, to the extent reasonably possible, in the same manner as that used by the affected departments to make other academic assignments. This position is intended to generally work with the Degree Project Director and EC to develop the course content, and shall be subject to the following conditions:

(a) One Time Additional Compensation. Each selected Subject Matter Expert performing services related to the degree programs to be offered starting in the Fall of 2013 shall receive a one-time stipend as additional compensation for the development of one (1) course within the Online Program in the amount of Seven Thousand Five Hundred (\$7,500) Dollars, with ½ payable at inception and ½ payable upon successful completion of the services in the Summer of 2013. It is expressly understood and agreed that the parties reserve their respective rights with respect to the issue of compensation and/or treatment of Subject Matter Experts’ services with regard to courses not covered by this MOA, as well as any significant additional services performed for courses that are covered by this MOA performed after the summer of 2013,

(b) Services of Subject Matter Experts Not “On-Load.” The services required by the Subject Matter Experts for the initial phase (Spring and Summer 2013 only) shall not be “on-load” or considered part of the Faculty Members’ normative faculty loads.

(c) Right of First Refusal. NJIT agrees that the seven (7) Subject Matter Expert positions to be filled under this MOA will be filled by members of the NJIT Faculty. NJIT will determine Faculty Members’ qualifications for the Subject Matter Expert positions in its reasonable discretion, in the same manner as that used by the affected

departments to make other academic assignments, to the extent this is reasonably possible during the initial phase. If more than one qualified Faculty member is willing to serve in this position, preference will be given to an individual who commits to teaching, and seeking EC's assistance, when needed to refresh the identified course for a period of at least two (2) years. In the event that NJIT cannot find qualified Faculty Members willing to accept the Subject Matter Expert positions, then the right of first refusal granted herein shall terminate as to the specific assignment at issue

3. **Instructors.** For each identified course in each Online Degree Program there may be one or more "Instructors" who shall be willing and able to teach the assigned Online Degree Program course to the students and be able to perform the services required of such position as more specifically described in the Instructor job description attached hereto as **Exhibit A.** Instructor positions shall include:

(a) **Definition.** Instructors shall teach specific sections of the Online Degree Program as-needed in accordance with a syllabus created by the Subject Matter Expert (or Lead Instructor). The Instructor shall be responsible for maintaining the academic quality of the original course design and recommend changes as-needed. The Instructor must comply with all NJIT rules and procedures for conduct of NJIT courses including timely submission of grades.

(b) **Participation Voluntary.** It is understood and agreed that the services of the Instructors are subject to a right of first refusal given to Faculty Members pursuant to this MOA. There is no obligation of any Faculty Member to participate by filling any of the Instructor positions. Preference for assignment will be given to the individual who served as Subject Matter Expert for each identified course, if that individual is a Faculty Member in the bargaining unit.

(c) **Right of First Refusal.** NJIT agrees to first offer the Instructor positions to qualified, ready and able Faculty Members. NJIT will determine individuals' qualifications for the Instructor positions in the same manner as that used by the affected departments to make other academic assignments. In the event that NJIT cannot, despite reasonable efforts, find qualified Faculty Members willing to accept the Instructor position for any individual course for an individual semester, then the right of first refusal granted herein shall terminate as to that individual course for the semester in question. It is understood that Instructors assigned to teach in the Fall 2013 may need to be selected during the Initial Period.

(d) **Additional Funding To Departments.** NJIT agrees to provide reasonable additional funding to those departments providing Instructors to the extent need for the same is demonstrated as a result of such departments' (and/or its Faculty Members') participation as Instructors in the Online Degree Programs.

(e) **"On-Load" Services.** The services performed by the Instructors under this Agreement, during the Fall 2013 semester, shall be "on-load" and considered part of the Faculty

Members' normative faculty loads and Faculty Members shall not be compensated any additional wages/salary for accepting an Instructor position and performing the services required by the same, except to the extent that they would receive additional compensation under existing practices. **6. Ownership of Master Courses.** It is expressly agreed that Faculty Members, as a condition of accepting assignments as Subject Matter Experts under this MOA, grant an irrevocable, non-exclusive, paid-up, transferable license to NJIT to use, modify and alter any and all content material they develop (or have developed in the past), that is included as part of the actual final Online Degree Programs' courses, for a period of seven (7) years from the Effective Date of this MOA. Online Degree Programs' are comprised of the combination of EC content material (e.g., websites/webpages, design templates, software, formats, platforms and the like) provided by EC and content material contributed by Faculty Members and incorporated therein with respect to the Online Degree Programs ("Master Courses"). Nothing in this MOA shall be construed to permit Faculty Members to use EC content material and/or the Master Courses except as permitted herein or to grant Faculty Members any individual rights to the same. Faculty Members will not use their developed course materials (the combined product of their collaboration with EC) in a manner that competes with the Online Degree Programs. Nothing herein shall be construed to prevent Faculty Members from utilizing their contributed intellectual property for purposes allowed to faculty members under university policies. At the end of this license period, Faculty members agree to give NJIT a first option to negotiate a continuing license.

**7. Application of Current NJIT Copyright/Patent Policies.** Except to the extent that this MOA provides otherwise in connection with the Master Courses, existing NJIT copyright and/or patent policies pertaining to work developed by Faculty Members in the course of their regular employment that otherwise affords copyright and/or intellectual property rights to Faculty Members (e.g., academic knowledge, teaching notes, lesson plans, syllabi, tests, quizzes, homework problems, and other teaching materials) shall be applicable to any deliverables or work product developed pursuant to this MOA and/or the specific positions described in **Exhibit A** attached hereto.

**Background Materials.** To the extent that any of the Master Courses include and/or incorporate any work product or intellectual property owned by Faculty Members under existing NJIT copyright and/or patent policies, including any preexisting proprietary intellectual property and/or copyrightable materials, all Faculty Members will grant NJIT an irrevocable, non-exclusive, paid-up, transferable license to use, modify and/or alter the same for a period of seven (7) years from the Effective Date of this MOA.

**8. No Third Party Materials.** Faculty Members will make all reasonable efforts not to incorporate any third party materials into the deliverables or work product into the Master Courses under this MOA without the prior written consent of NJIT. In the event that third party materials are included without appropriate authorization, Faculty members will cooperate with efforts to remove any such materials.

**9. Use of Faculty Members' Images.** All Faculty Members who accept assignments pursuant to this MOA will grant NJIT an irrevocable, non-exclusive, paid-up, transferable license to NJIT to publish or take or use the Faculty Members' name, voice or photographic portraits, video or pictures, in whole or in part, with respect to the Masters Courses offered in conjunction with EC, including the same right and permission to use all written or verbal statements or testimonials made by Faculty Members related thereto for a period of seven (7) years from the Effective Date of this MOA.

**10. Term.** It is further agreed that the terms of this MOA are intended to become effective as of the Effective Date and continue, except where specifically specified otherwise, only until the commencement of the Fall 2013 semester. Upon termination of this MOA, all intellectual property and/or copyright licenses granted to NJIT by Faculty Members herein shall survive, as specified herein (e.g. Sections 4, 5, 6 and 9). In addition, the terms and conditions under which Instructors selected during the Initial Period to teach in the Fall 2013 semester shall continue until the conclusion of the Fall 2013 semester.

**11. Construction of Documents.** The terms of this MOA shall only apply to the Online Degree Programs offered in conjunction with EC, and nothing set forth herein is intended to be binding or precedential (with respect to either party), regarding other employment work which may be conducted by Faculty Members while at NJIT. Except as otherwise set forth herein, nothing in this MOA is intended to create an exception to existing NJIT policy as set forth in the collectively negotiated agreements by and between the parties.

AGREED TO AND ACCEPTED:

New Jersey Institute of Technology

By: Kay Clarke Turner

Name: Kay Clarke Turner

Title: VP. H.R.

Date: 6/18/13

New Jersey Institute of Technology  
Professional Staff Association

By: Eugene Golub

Name: Eugene Golub

Title: PSA

Date: 6/13/13

Exhibit A

## **ONLINE MASTER DEGREE PROGRAM JOB DESCRIPTIONS**

### **Background Information Regarding the Initial Phase**

NJIT has entered into an agreement with Embanet-Compass Knowledge Group, Inc. ("EC") to assist with the conversion of three (3) Masters Degree programs (Electrical Engineering, Computer Science and Business Administration) to an online format which will be offered for the first time in Fall 2013 ("eNJIT program"). Six (6) additional Master Degree programs are expected to undergo the same conversion process shortly after the completion of the three (3) new degrees. The success of the Online Master Degree program hinges upon among other things, the concept of a "Master Online NJIT Course(s)". The curriculum of each Masters' Degree will first and foremost consist only of existing and new courses that have gone through the appropriate NJIT academic department approval process. Secondly, each graduate degree selected for the Master Degree program will consist at minimum either of ten (10) Master Online NJIT Courses for MS degrees or sixteen (16) courses for the MBA degree. A Degree Project Director will lead the process, in accordance with the policies and practices of the applicable department and school, of the adaptation of existing degree programs to an online format, and periodically updating of their respective degree's curriculum.

A Master Online Course is the NJIT course created by one NJIT faculty member, (a/k/a "Subject Matter Expert") in conjunction with EC Instructional Designers, with appropriate departmental oversight. Over time and on a regular basis, the Master Online Course will be refreshed by the NJIT and EC team. Subsequently, the Subject Matter Expert may become a "Lead Instructor" to provide guidance regarding syllabus consistency and quality to NJIT faculty who teach the Master Online Class.

Instructors will normally be the originating NJIT faculty (a/k/a Subject Matter Expert); and, as enrollment demands, other NJIT faculty.

In summary, the Master Online Course is the course that is used for multiple sections as enrollment volumes grow and, when coupled with the continuous involvement of a Lead Instructor, helps to ensure quality and consistency in learning.

### **Assumptions**

Regarding the job descriptions below (the "Positions") related to the Online Master program, the following assumptions should be noted:

- One NJIT faculty member could hold one or more of the Positions described below with compensation received separately for each Position held.

### **Job Descriptions**

#### **I. Degree Project Director (DPD):**

- Reports to Departmental Chair and, in NJIT Schools not having Chairs, to the Dean or his/her designee.
- Role is held for Spring 2013 semester and Summer 2013 session.

- Serves as liaison between Embanet-Compass (EC), during and after degree program development stage, and the internal NJIT Steering Team (College Dean, Associate Vice President for Continuing and Distance Education, Assistant to the Provost for Finance and Budget, Executive Director Continuing Professional Education and Chair).
- Creates, with EC assistance, and departmental oversight, a student orientation to the Degree program.
- Identifies and measures success of degree program project's success via agreed upon metrics and benchmarks.
- Based on pre-existing degree programs, identifies courses/topics to be included in degree and specializations.
  - Determines which are required courses and electives.
  - Obtains the proper approval for new or modified courses.
- Identifies potential Subject Matter Experts (SMEs) to create courses.
- Identifies potential NJIT Instructors, above and beyond SME's.
- Manages course development process with assistance from assigned EC Project Manager and departmental oversight.
- Responds to EC requests for information or delivery of specific tasks.
- In coordination with department assists in establishing, and leads, a Program Advisory Board to help continuously improve relevance of degree topics/courses.
- Is responsible for the entire respective Masters' Degree program's academic quality during development.
- Provides input to the development of marketing materials such as dedicated webpages and digital materials orienting students both to online learning and specific online degree with assistance, e.g. from NJIT professional non-academic personnel and EC teams.
- Additional points of NJIT contact are the Provost's Office and Continuing Professional Education.

## **II. Subject Matter Expert (to be performed once only):**

- Functionally reports to the Degree Project Director during development stage.
- Master Online Course development for the seven (7) identified courses will occur during the summer in conjunction with two (2) EC Instructional Designers per Subject Matter Expert/NJIT faculty member.
- Defines learning outcomes and objects (course modules) for use in Master Online Course.
- Creates syllabus consistent with syllabus for existing in-person course, and shares with EC Instructional Designers.
- Identifies course materials and books.
- Creates assessments.
- If mutually agreed to with EC, creates video or audio clips for orientation and instructional purposes.
- Adheres to established project plan.
- Participates in all weekly EC required meetings and conference calls, internal or otherwise.
- Works with EC professionals (e.g., marketing and instructional designers) to orient prospective students about the content of the course.

- Responds to requests from Degree Project Director for information or delivery of specific tasks.
- Helps to identify instructors to teach multiple concurrent sections.
- Revisions to courses will follow existing NJIT policy regarding quality and curriculum updates.

**III. Instructor (Fall 2013 only):**

- Teaches specific sections of a Master Online course as needed.
- Follows syllabus created by Subject Matter Expert.
- Maintains academic quality of original course design.
- Recommends changes as needed.
- Complies with all NJIT rules and procedures for conduct of NJIT courses including timely submission of grades.