MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this \( \frac{8}{7} \) day of October, 2013, by and between the Professional Staff Association Inc./AAUP (PSA) and the New Jersey Institute of Technology (NJIT), the Parties.

1. This Memorandum of Agreement, together with all attachments incorporated and referenced herein, and the Side Letter Agreement concerning Lecturers, to be executed simultaneously with this Memorandum of Agreement, represents the culmination of good faith negotiations between the Parties and constitutes the entire agreement of the Parties relative to terms and conditions of the successor collective negotiations agreement for the term July 1, 2011 to June 30, 2015, hereafter referred to as the “Agreement”.

2. Except as otherwise set out hereafter, including in the exhibits referenced herein, and the Side Letter Agreement concerning Lecturers, the provisions of the expired Collective Negotiations Agreement, with the term July 1, 2003 to June 30, 2007, (Exhibit 1) as amended by Memoranda date November 19, 2009 and April 28, 2009 (Exhibits 2 and 3) shall be recertified to and incorporated into a successor Collective Negotiations’ Agreement, the “Agreement”, with limited amendments relative to dates and paragraph heading, and amendments necessitated by such revision, additions and inclusions. The Parties agree to use all reasonable diligence to draft and finalize a comprehensive agreement containing all terms and conditions of the successor Agreement in a timely manner.

3. Agreement Term – The Agreement shall be for a term of four years, commencing July 1, 2011 and ending June 30, 2015.
4. **Recognition** – Article II A. The title of Special Lecturers shall be replaced and the phrase “Lecturers, including, but not limited to, University Lecturer and Senior University Lecturer” shall be inserted.

Article II B. – Insert, full time assistant coaches in accordance with attached Agreement dated July 13, 2010, Exhibit 4.

5. **Grievance Procedure** – Article VI – To be adjusted to incorporate changes required by just cause provisions related to discipline set forth in the attached Exhibit 5.

6. **Just Cause Status** – Effective July 1, 2014, eligible professional staff shall obtain just cause status as set forth in the attached Exhibit 5. Article IX, Professional Staff, will be amended to incorporate changes required by the provisions of Article 5 related to just cause status, and the phasing out of contractual expectation.

7. **Lecturers** – A new provision shall be inserted into the Agreement applicable to University Lecturers and Senior University Lecturers with terms and conditions as set forth in, Exhibit 6 (Exhibit 2 and the Memorandum of Agreement dated May 31, 2007), as modified by this Agreement, and the “Promotion to the Position of Senior University Lecturer” document attached as Exhibit 7.

8. **Conditions of Employment** – Article XIII

   A. Revise Appendices to update as appropriate.
   B. Compensation Plan Sections 2 and 3 and 6, – Revise and/or amend to reflect terms below.
PERFORMANCE BASED COMPENSATION PLANS

Faculty

For all four (4) years of the Agreement salary increases shall be determined by the method as set forth herein and in the Memorandum of Agreement dated December 23, 2010, (Exhibit 8) as revised and updated by Exhibit 9. This does not cover Academic Administrators who are addressed below. For the duration of the Agreement there will be no salary caps.

The pool for each year shall be calculated as follows:

Fiscal Year 2012 – Year 1 - 1.75% of the eligible faculty salary base
Fiscal Year 2013 – Year 2 -1.75% of the eligible faculty salary base
Fiscal Year 2014 – Year 3 - 2.75% of the eligible faculty salary base
Fiscal Year 2015 – Year 4 - 3.5% of the eligible faculty salary base

Year 1

In year 1 of the Agreement all faculty who are eligible for an increase and in active employment as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

Year 2

In year 2 of the Agreement all faculty who are eligible for an increase and in active employment as of the date of the ratification

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1 "Eligibility" for increases, as referred to in this Agreement shall mean that employees in their first year of employment are not eligible for increases affected during their first year of employment. First year of employment for purposes of this Agreement shall be defined as the period of time from date of hire in an Association represented position to the ensuing July 1st but no less than six (6) full months and no greater than eighteen (18) months.
of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

Years 3 and 4

In Years 3 and 4 of the Agreement, faculty shall be evaluated using the full PBSIDS Program and ranking shall be by department.

Ninety-five percent (95%) of the salary pool will be assigned, by ratio of the total faculty salary for the Department to the total faculty salary for the University. Said amount shall be distributed to faculty at the Department level based upon PBSIDS ranking. The remaining 5% of the pool attributable to each Department will be assigned back to the university and shall be awarded at the Provost level based upon the recommendation of the Chairs, with the review and approval of the Deans and Provost. The 5% pool shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. After the Provost finalizes how the 5% pool will be distributed he or she will provide the PSA with a list of the individuals who will receive monies from this pool and how much each such individual will receive, prior to distribution. Such awards are not subject to the appeal or grievance process.

The maximum award shall be no greater than 1.5 times the average distribution. For the University overall, 90% of individual faculty members will receive awards of at least 40% of the average award based on the total pool, and 80% of individual faculty members will receive awards of at least 55% of the average award based on the total pool. The distribution must satisfy these constraints.

Prior to final Provost approval of the overall ranking and distribution of all awards in Years 3 and 4, the PSA will be provided with the proposed ranking and award distribution data, Within 14
days (as defined by Article VI), thereafter the PSA may submit any concerns that it has with regard to the award distribution. Any preliminary concerns raised shall be given good faith consideration by the Provost, who will respond to the PSA in writing within 14 days under Article VI. The right to raise concerns prior to distribution shall not limit the subsequent right of Faculty members to file appeals under the appeals procedures.

Newly hired Assistant Professors, defined as faculty in their first 3 years of employment, who as a result of their PBSIDS ranking are awarded increases under the adjusted average, shall receive the adjusted average for that year, subject to the Department Chair’s approval. Adjusted average is defined as the departmental pool percentage calculated after adjusting (reducing) the original departmental pool for monies attributable to significant formal service pool, newly hired Assistant Professors pool, and any other adjustment(s) made at the departmental level pursuant to the terms of the Agreement. Such adjustments are made against the 95% portion of the salary pool. If the new faculty member ranks above the adjusted average, he/she gets the higher award.

A faculty member on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the state across-the-board average for the year in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015) A faculty member on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the adjusted average award for that year.

Faculty who perform significant assigned administrative duties as determined by the university, and who as a result of their performance of such administrative duties are, based on their PBSIDs ranking, awarded increases under the adjusted average, may receive the adjusted average for that year, upon the
recommendation of the Department Chair and approval of the Dean and Provost. If the faculty member ranks above the adjusted average, he/she gets the higher award.

The exclusive avenue for the review of individual awards shall be through the existing appeals process as modified below. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted. Increased awards resulting from successful appeals or from the settlement of appeals shall be deducted from the next available pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.

Faculty Merit Appeals Process

- Grounds for a merit appeal shall be:
  
  o A material violation of the Merit Procedure which impacts the award, and/or;
  o A material factual inconsistency with the record which impacts the award, and/or;
  o A merit award that is not in accord with the PBSIDS criteria

Awards distributed by the Provost from the 5% pool are not subject to the faculty merit awards appeals process.

Automatic appeals will be eliminated. Individual Faculty members will have 25 days as defined in the CBA, Article VI, to file appeals from the date the University mails them formal notification of the award or the failure to receive an award. The University will retain
proof of mailing to the Faculty member’s last known address, and will provide electronic notification of the award to the Faculty member and the PSA on or before the date it is mailed. Such appeals should set forth the specific bases on which the appeal is being filed. In order to prevail on an appeal an individual faculty member will have to establish that an appealable violation, as defined above, occurred, by a preponderance of the evidence.

All appeals shall be heard pursuant to the existing 2+2 Committee Process.

**Academic Administrators**

Academic Administrators shall be defined as Administrators with faculty rank who perform administrative services and who receive a stipend for such services and/or have no teaching load, e.g., Department Chairs. All other faculty in the PSA bargaining unit who perform administrative services shall be included in the faculty pool and shall be evaluated and ranked under the PBSIDS Program.

For all four (4) years of the Agreement all increases in faculty salary for Academic Administrators shall be awarded by the Dean with the review and approval of the Provost.

The pool for each year shall be calculated as follows:

**Fiscal Year 2012 – Year 1 – 1.75% of eligible Academic Administrators’ salary base**

**Fiscal Year 2013 – Year 2 – 1.75% of eligible Academic Administrators’ salary base**

**Fiscal Year 2014 – Year 3 – 2.75% of eligible Academic Administrators’ salary base**
Fiscal Year 2015 – Year 4 – 3.5% of eligible Academic Administrators’ salary base

Year 1

In year 1 of the Agreement all Academic Administrators who are eligible for an increase and in active employment of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

Year 2

In year 2 of the Agreement all Academic Administrators who are eligible for an increase and in active employment as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

Years 3 and 4

In Years 3 and 4 of the Agreement, the Academic Administrator pool shall be distributed in accordance with the existing Academic Administrator Merit Program as modified below.

There shall be no step awards and it is agreed that the imputed step award program and practice has been sunsetted, and shall not be incorporated or continued for the term of this Agreement.

The exclusive avenue for the review of awards shall be through the previously existing appeals process. See, Exhibit 1. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement.
An academic administrator on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the state across-the-board average for the year in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015). An academic administrator on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the adjusted average award for that year.

Lecturers

All Lecturers in active employment and eligible for an increase on the date the Agreement is ratified shall receive retroactive across-the-board increases, as set forth below, for the first two (2) years of the Agreement. For the last two (2) years of the Agreement salary increases shall be based on a Lecturers’ ranking under the PBSIDS Program as set forth herein and in the Memorandum of Agreement dated December 23, 2010, (Exhibit 7) as revised and updated by Exhibit 9. Ranking shall be based on Teaching only, adjusted to 12 contact hours.

The pool for each year shall be as follows:

Fiscal Year 2012 – Year 1 – 1.75% of eligible lecturers’ salary base
Fiscal Year 2013 – Year 2 –1.75% of eligible lecturers’ salary base
Fiscal Year 2014 – Year 3 – 2.75% of eligible lecturers’ salary base
Fiscal Year 2015 – Year 4 – 3.5% of eligible lecturers’ salary base

The existing salary matrix shall be revised to eliminate steps. In Year 1 of the Agreement using the existing salary matrix the top of the lecturer ranges shall be increased by 2.75%. The minimum hiring rate shall be no lower than the lowest salary received by a currently employed lecturer during the applicable year. This salary matrix range shall apply to all 4 years of the Agreement.
Individual salary increases above the applicable range shall be paid in cash.

Year 1

In year 1 of the Agreement all Lecturers who are in active employment and eligible for an increase as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.

Year 2

In year 2 of the Agreement all Lecturers who are in active employment and eligible for an increase as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.

Years 3 and 4

In Years 3 and 4 of the Agreement all lecturers shall be evaluated using the PBSIDS Program (teaching only).

Ninety five percent (95%) of the pool will be assigned, by ratio of the total lecturer salary for the Department to the total lecturer salary for the University. Said amount shall be distributed to lecturers at the Department level based upon PBSIDS ranking.

The maximum award shall be no greater than 1.5 times the average distribution. For the University overall, 90% of individual lecturers will receive awards of at least 40% of the average award based on
the total pool, and 80% of individual lecturers will receive awards of at least 55% of the average award based on the total pool. The distribution must satisfy these constraints.

The remaining 5% of the pool attributable to each Department will be assigned to the University and shall be awarded at the Provost level based upon the recommendation of the Chair, with the review and approval of the Dean and Provost. The 5% pool shall be used to address anomalies, inequities and to reward performance. After the Provost finalizes how the 5% pool will be distributed he or she will provide the PSA with a list of the individuals who will receive monies from this pool and how much each such individual will receive, prior to distribution.

A lecturer on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the state across-the-board average for the year in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015).

The exclusive avenue for the review of individual awards shall be through the agreed upon Lecturer Merit Appeal Program as referenced herein. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted. Appeals for Years 3 and 4 are available for all Lecturers. Successful appeals or any awards which result from the settlement of appeals shall be deducted from the next available pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
Lecturer Merit Appeals Process

The Lecturer Merit Appeal Process shall be based on the Faculty Merit Appeal Process agreed to under this Agreement.

- Grounds for a merit appeal shall be:
  - A material violation of the Merit Procedure which impacts the award, and/or;
  - A material factual inconsistency with the record which impacts the award, and/or;
  - A merit award that is not in accord with the PBSIDS criteria.

Awards distributed by the Provost from the 5% pool are not subject to the Lecturer Merit Appeals process.

Individual Lecturers will have 25 days, as defined in the CBA (Article VI), to file appeals, calculated from the date the University mails them formal notification of the award, or the failure to receive an award. The University will retain proof of mailing to the Faculty member's last known address, and will provide electronic notification of the award on or before the date it is mailed. Such appeals should set forth the specific bases on which the appeal is being filed. In order to prevail on an appeal an individual Lecturer will have to establish that a grievable violation, as defined above, occurred, by a preponderance of the evidence.

All appeals shall be heard pursuant to the same process by which faculty Merit Appeals are heard, with a separate 2+2 Committee of Lecturers and Administrators established for this purpose.
Professional Staff

For all four (4) years of the Agreement all increases in salary shall be based on the Compensation Program as set forth below, in Exhibit 10, the “Performance Evaluation Form”, and Exhibit 11, “Professional Staff Exceptional Compensation Award Program.” The pool for each year shall be calculated as follows:

Fiscal Year 2012 – Year 1 – 1.75% of eligible Professional Staff salary base

Fiscal Year 2013 – Year 2 – 1.75% of eligible Professional Staff salary base

Fiscal Year 2014 – Year 3 – 2.75% of eligible Professional Staff salary base

Fiscal Year 2015 – Year 4 – 3.5% of eligible Professional Staff salary base

The existing salary matrix shall be revised to eliminate steps. In Year 1 of the Agreement the top of the ranges shall be increased by 2.75%. Salary minimums shall be increased by 2.75% at the beginning of Year 4 of the Agreement. Otherwise, this salary matrix range shall apply to all 4 years of the Agreement. Individual salary increases above the applicable range shall be paid in cash. All newly hired staff members will be paid no less than the then-existing minimum rate for their position commencing on their date of hire.

For Years 1 and 2 of the Agreement, effective July 1, 2011, and July 1, 2012, respectively, all eligible employees shall be given retroactive across the board increases of 1.75%, provided that they are in active employment as of the ratification date of the
Agreement. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.

For Year 3 of the Agreement, merit effective July 1, 2013, the existing evaluation forms covering the work period July 1, 2012 through June 30, 2013 shall be used. Beginning in Year 4 a new performance evaluation form will be used. A copy of the new performance evaluation form is set forth in Exhibit 10.

For Years 3 and 4 of the Agreement, Fiscal Years 2014 and 2015, a portion of the merit pool shall be used to reward performance in the category of “Exceptional”, and up to 20% of the eligible professional staff population at each Vice President level may qualify for such awards. In each year those placed in the “Does Not Meet Expectations” category, but no more than 4% of the total employees in the bargaining unit, shall receive no award. For Years 3 and 4, the remaining balance of the pool funds, after “Exceptional” awards are determined, shall be used to grant a fixed percentage award to those in the “Meets Jobs Requirements” category.

In Year 3 of the Agreement, the percentage award for the “Exceptional” category will be 3.5%. Those placed in this category shall be those with the highest numerical ratings, not to exceed 20%, in each Vice Presidential area. Employees with ratings of 4 or higher shall be placed in the “Does Not Meet Expectations Category” and will receive no awards, except that no more than 4% of the employees in the bargaining unit shall be placed in this category.

In Year 4, the percentage award for those in the Exceptional category will be 5%. A list of those receiving “Exceptional” awards
and supporting written documentation shall be provided to the PSA.

In Year 4, evaluations should be given to the employee no later than September 1, 2014, and awards should be finalized and increases distributed no later than the first full pay period in December of 2014. If all evaluations for Professional Staff members in any Vice Presidential area are not given to the employees by September 1st, (with the exception of circumstances where the fact that an employee is on sick leave or family medical leave makes it unreasonably difficult to complete their evaluation by this date) the merit program will not be implemented in that area and all Professional Staff members in that area shall receive across-the-board increases of 3.5%. If awards are not finalized and distributed for all Professional Staff members at NJIT by the first full pay period in December of 2014, then the merit program will not be implemented in any Vice Presidential area, and all Professional Staff members shall receive across-the-board increases of 3.5%. In such event, however, the evaluations shall remain effective for other purposes subject to any rights to challenge such evaluations that employees may have under the Agreement.

These deadlines shall not apply in extraordinary circumstances beyond the control of the parties, which could not be reasonably foreseen and which renders the administration unable to meet its obligations, which may include, depending on the scope and length of the incident, "acts of God" such as, riots, exceptional weather conditions causing the closure of the university (hurricanes, floods, earthquakes), explosions, accidents, computer outages, strikes, chemical contamination, acts of governmental authorities, and the like. In such event, the parties will work in good faith to establish reasonable extensions to the timelines in order to complete the contractual obligations in a timely manner.
Professional Staff Merit Appeal Process

In Years 3 and 4 of the Agreement appeals may be filed by any staff member not awarded an increase. In Year 3 placement of staff in the “Meets Job Requirement” category shall not be appealable. In Year 4, merit appeals may be filed for no more than 10% of staff falling into the “Meets Job Requirement” category. If more than 10% want to file appeals the PSA will determine which appeals will proceed.

- Grounds for a merit appeal shall be:
  - A material violation of the Merit Procedure which impacts the award, and/or;
  - A material factual inconsistency with the record which impacts the award.

Such appeals should set forth the specific bases on which the appeal is being filed. Individual appeals must be filed no later than 25 days following the date on which the University mails formal notification of an award, or the failure to receive an award. The University will retain proof of mailing to each staff member’s last known address, and will provide electronic notification of the award on or before the date it is mailed. Days shall be defined in accordance with the definition in Article VI of the Agreement.

In order to prevail on an appeal an individual professional staff member will have to establish that an appealable violation, as defined above, occurred, by a preponderance of the evidence.

Successful appeals, or any awards which result from the settlement of appeals, shall be deducted from the next available pool fund,
however the amount deducted from the next available pool shall
not exceed the annual value of any increase resulting from a
successful appeal or settlement. Said deductible amount shall be
calculated by the Department of Human Resources and transmitted
to the PSA for the year in question.

The exclusive avenue for the review of individual awards shall be
through the appeal process as referenced herein. Further,
individual awards shall not be subject to the grievance/arbitration
provisions of the Agreement.

Initially all appeals must be considered by the divisional Vice
President in consultation with the supervisor(s) who may grant or
deny the petition within 14 days (under Article VI) of the appeal
being filed. If the appeal is granted or otherwise resolved, any
additional award shall be deducted from the next available
performance pool fund, however the amount deducted from the
next available pool shall not exceed the annual value of any
increase resulting from a successful appeal or settlement. Said
deductible amount shall be calculated by the Department of Human
Resources and transmitted to the PSA for the year in question.

If the appeal is not granted, or otherwise resolved, within 14 days
(as defined by Article VI of the CBA, Exhibit 1) of when it was filed,
and the individual wishes to pursue an appeal, it shall be handled
in accordance with the following process.

Such individual will file a notice of intent to pursue the appeal
within 14 days (as defined by Article VI of the CBA, Exhibit 1) of
when they receive notice that the appeal below was not granted. A
2+2 Committee shall be established to hear Professional Staff Merit
appeals. The Appeals Committee shall consist of two (2) members
chosen by the administration and two (2) members chosen by the
Association. In cases where the Committee is deadlocked, the
Association may, at its discretion, elect to pursue the matter to
binding arbitration. In cases which are brought to arbitration the
cost for the arbitrator shall be divided equally between the
University and the Association.

The parties shall select an arbitrator to hear all appeals advanced to
arbitration by the Association.

9.

**A. Health Benefits** – It is understood and agreed that the existing
article on State Health Benefits Article XIII D shall be amended to
provide as follows:

It is agreed that the State Health Benefits Program, and any rules
and regulations governing its application, including amendments or
revisions thereto shall be applicable to employees covered by this
Agreement. The University agrees to continue to participate in the
State Health Benefits Program for the duration of this Agreement.

It is agreed that changes in benefits or open enrollment periods
adopted by the State Division of Pensions and Benefits for State
employees are a requirement for continued participation in the State
Health Benefits Program and the parties recognize that such
changes shall apply to employees represented by the Union. It is
agreed that changes, corrections or reinterpretations of the Program
promulgated by the State including changes in plan operators, in
cost-payments and contributions, or other changes or modifications,
are applicable to employees covered by this Agreement and shall be
incorporated into the Agreement and thereafter be applicable to all
employees. It is specifically understood that the provisions of the
Pension and Health Benefits Reform 2011 legislation under Chapter
78, P.L. shall be applicable to all employees covered by this
Agreement.
Where an employee utilizes any type of leave, whether paid or
unpaid, he or she shall continue payment of health plan premiums
at the same level as those that he/she paid prior to the leave as
applicable under the State Health Benefits Program. If the premiums
are raised or lowered, the employee will be required to pay the
then-applicable premium rates.

If the employee charges his accrued vacation, sick, and/or
administrative leave accruals for any leave, his share of premiums
will be paid by payroll deductions continued in the same method as
utilized during active employment status.

If the leave is unpaid, NJIT will advance payment of the employee's
health plan premiums for the period of leave (up to three full
months) and will bill the employee for those premiums. Prior to the
employee's return from leave to active employment status, the
Department of Human Resources will advise the employee in writing
of the full amount of health plan premiums advanced on his or her
behalf by NJIT. Within seven (7) business days of his return to active
employment status, the employee must indicate, in writing, his or
her selected method of repayment of the health plan premiums: (1)
full repayment through the Bursar's Office within ten (10) business
days, (2) additional payroll deduction at the same amount and rate
as that of the employee's biweekly payroll deduction for health plan
premium payment, or (3) a repayment plan approved, in writing, by
the Vice President for Human Resources. If the employee fails to
select a repayment option or does not make timely payments, NJIT,
upon written notice, may charge additional payroll deductions until
the full amount of health plan premiums paid on the employee's
behalf during his unpaid leave has been repaid in full.
B. Eye Care Program

1. It is agreed that Eye Care Program shall include all employees and their eligible dependents (spouse, domestic partner, civil union partner and unmarried children under 26 years if age who live with the employee in the regular parent-child relationship). The coverage shall be $35 for regular glasses and $40 for bifocal the current plan.

2. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

3. Full-time employees and eligible dependants as defined above shall be eligible for a maximum payment of $35 on the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

4. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2011 to June 30, 2013, and one (1) payment for the period July 1, 2013 to June 30, 2015. This program ends on June 30, 2015. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

10. Family Leave: The Family Leave provisions of the Agreement shall be amended and/or revised to incorporate existing state and federal requirements.

11. Discipline: The Parties shall incorporate the provisions of the notice of discipline and/or investigative meetings Memorandum of Agreement dated April 15, 2013 into the Agreement. (Exhibit 12)
12. **Tuition Remission Policy:** This shall reaffirm that the PSA adopts
the attached Tuition Remission Policy (Exhibit 13), which shall be
updated to include the applicable provisions of Exhibit 2 and to
further provide that members of the PSA bargaining unit shall be
entitled to receive tuition remission benefits for employees during
their first year of employment for courses taken at NJIT.

13. **Appendix H, Letter of Understanding Off Campus/Irregular Hours:**
Shall be revised to include a statement that under Appendix H and
the existing Faculty Handbook provisions, tenured and tenure track
faculty may only be required to teach one evening per week. Such
faculty may be scheduled for one evening per academic semester or
two evenings per academic year. Non tenured track faculty and
other instructional staff may be required to teach more than one
evening per week where needed to address programmatic needs of
the Department.

14. The parties have agreed to an MOU addressing class size which
has been attached as Exhibit 14.

15. The parties shall each recommend for ratification, without
reservation, this Memorandum of Agreement with its incorporated
attachments as set out herein, as soon as practical after the
execution of this Memorandum of Agreement. The parties will
make a good faith effort to complete the ratification process by
November 1, 2013.

16. This Memorandum of Agreement is subject to ratification by the
Membership of the NJIT PSA/AAUP and by NJIT’s President.

17. All other proposals put forward by either party during negotiations
or which could have been raised are withdrawn.
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