

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into on 10/2/, 2022 between New York Institute of Technology (“NYIT”) and the NYIT Chapter of the American Association of University Professors (“Union”):

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WHEREAS, NYIT and the Union have negotiated the terms of a collective bargaining Agreement (“CBA”) for the period between September 1, 2022 and August 31, 2027, and

WHEREAS, the parties desire to enter into this MOA to reflect the agreed-upon terms and conditions which will be set forth in the CBA,

NOW, THEREFORE, the parties agree as follows:

1. Except as set forth below, the terms and conditions set forth in the predecessor collective bargaining agreement between September 1, 2017 and August 31, 2022 shall remain in full force and effect.
2. Term of CBA: September 1, 2022 - August 31, 2027
3. **ARTICLE VIII – SALARIES** of the CBA shall be amended as indicated on Attachment A hereto.
4. **ARTICLE IX – FRINGE BENEFITS AND LEAVES** of the CBA shall be amended as indicated on Attachment B hereto.
5. **ARTICLE X – PARTICIPATION** of the CBA shall be amended as indicated on Attachment C hereto.
6. **ARTICLE XIII – ACADEMIC CRITERIA FOR APPOINTMENT AND PROMOTION** of the CBA shall be amended as follows:

### 1. Faculty Members

The minimum starting salaries for faculty hired on or after 9/1/22 shall be as follows:

Rank	
Professor	\$91,000
Associate Professor	\$82,000
Assistant Professor	\$75,500

### b. Adjunct Instructor

- 2) In Architecture and Design, a candidate may be hired as an adjunct instructor if the candidate possesses:

- a) In Architecture, a first professional degree (B.Arch or M.Arch), or its equivalent
- b) In Interior Design, a Bachelor’s or a Master’s degree in Interior Design, Architecture, or in a field pertaining to the course(s) for which she/he is hired.
- c) In Digital Art and Design, a Bachelor’s or a Master’s degree in Design, Fine or Applied Arts, or in a field pertaining to the course(s) for which she/he is hired.

**c. Assistant Professor (or Adjunct Assistant Professor)**

- a) In Architecture and Design, if the candidate possesses:
  - 1. In Architecture, a first professional degree (B.Arch or M.Arch), or its equivalent, plus a record of accomplishments.
  - 2. In Interior Design, a Bachelor’s or a Master’s degree in Interior Design, Architecture, or in a field pertaining to the course(s) for which she/he is hired, plus a record of accomplishments.
  - 3. In Digital Art and Design, a Bachelor’s or a Master’s degree in Design, Fine or Applied Arts, or in a field pertaining to the course(s) for which she/he is hired, plus a record of accomplishments.
- f) Delete subsection f (fine and applied arts).

**2. Librarians**

The minimum starting salaries for librarians hired on or after 9/1/22 shall be as follows:

Librarian I	\$61,500
Librarian II	\$67,000
Librarian III	\$72,500
Librarian IV	\$83,500

All references to “Librarian” throughout the CBA, and in NYIT policies, internal and external websites and written materials shall be updated to “Library Faculty.” This change of title shall not change the rights and privileges of librarians in any way, and the terms and conditions of their employment remain governed by the CBA provision specified for “librarians,” “Library Faculty,” or “professional staff,” as applicable.

**7. ARTICLE XIV – APPOINTMENTS** shall be amended as follows:

The appointment terms for Clinical Faculty (Section 5), Non-tenure Track Research

Faculty (Section 6), and Professional Staff (including librarians) and Professional Staff Specialists (Section 8) shall all be changed as follows:

First Contract: Two years (if hired after March the contract will be more than two years and if hired before March the contract will be slightly less than two years)

Second Contract: Three years

Third Contract: Three years

Fourth Contract: Five years

**Section 4 – Teaching Lines** shall be amended as set forth in Attachment D.

8. **ARTICLE XV – PROVISIONS RELATING TO ... ISRC GRANTS** of the CBA shall be amended as indicated on Attachment E hereto.

9. **ARTICLE XVI – FACULTY PERSONNEL COMMITTEES** shall be amended as follows:

**6. Election of SPC Members**

SPC/DPC elections to take place after Board decisions on tenure in May to allow newly tenured faculty to serve.

**7. Who May Vote and Who May Serve on SPCs and DPCs**

e. Only tenured faculty shall serve on a SPC or DPC, except that clinical faculty may elect one representative to the SPC for the School of Health Professions to review only reappointment and promotion applications of clinical faculty. If there are not enough tenured faculty members to make up a SPC or DPC, tenured faculty members from one or more related disciplines elected by the full-time constituent faculty to be represented by that SPC or DPC (tenured and non-tenured) shall serve on that personnel committee.

10. **ARTICLE XVIII – PERSONNEL PROCEDURES** of the CBA shall be amended as indicated on Attachment F hereto.

11. **ARTICLE XX – REDUCTION IN FORCE** shall be amended as follows:

4. Professional staff members subject to termination for the reasons stated in Section 1 of this Article who are working under a two (2) year contract shall be given at least three months' notice; those with a three (3) year contract, at least four months' notice; and those with a five (5) year contract, at least six months' notice.

12. All references to the “Departments of English, Social Sciences, and Interdisciplinary Studies” will be changed to the “Department of Humanities.” The reference to the English Department in Article XIII.1(b) will become “Humanities – W (Writing)”. The CBA will also be updated to eliminate any references to Departments that no longer exist, such as Communication Arts and Hospitality, and to reflect the movement of departments from one School to another,

such as Digital Arts.

13. There shall be a new “Committee to Revise Reappointment, Tenure, Promotion and Sabbatical Procedures”, as follows:

A committee of twelve people will be appointed to review and make recommendations regarding changes in the procedures for reappointment, promotion, tenure, and sabbaticals. Six of the committee members will be selected by the administration and six by the AAUP. The focus of the review will be to recommend modifications in the procedures in order to provide comprehensive feedback to applicants, as well as to reduce the administrative burdens on faculty, professional staff, and administrators in reviewing applications.

The committee will make its recommendations to the AAUP and NYIT by end of December 2023. No changes to the procedures will be made unless and until the parties enter into a written agreement executed by both parties.

14. The SHP Dean in consultation with the department chair will be able to confer the title of Clinical Affiliated Instructor to clinicians employed by hospitals or clinical offices who supervise SHP students in clinical settings under affiliation agreements with the hospital or clinical office. The Clinical Affiliated Instructor will not be considered a faculty member and will not have any of the privileges of a SHP faculty member. Clinical Affiliated Instructors will not perform any work traditionally performed by members of the bargaining unit.

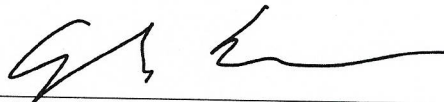
15. Nothing set forth herein shall preclude the parties from insuring that the terms of the complete CBA, as subsequently drafted, will be consistent with the parties’ intent in the event that clerical errors occur in the preparation of the complete CBA.

16. The MOA, and the agreed-upon provisions to be included in the prospective CBA, are subject to ratification by the Union’s bargaining unit members and NYIT.

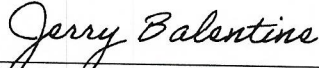
17. This MOA may be executed in counterparts and each party will accept facsimile or pdf signatures.

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT NEW YORK  
INSTITUTE OF TECHNOLOGY

By:   
Ellen Katz, AAUP President Manhattan Chapter

By:   
Stan Silverman, AAUP President Old Westbury Chapter

NEW YORK INSTITUTE OF TECHNOLOGY

By:   
Jerry Balentine, Executive Vice President, COO,  
Interim Provost

# ATTACHMENT A

## ARTICLE VIII – SALARIES

**Except as set forth below, all of the terms of Article VIII shall remain the same.**

### 1. General Salary Increase - Full-Time Faculty and Professional Staff Members

Year 1	Year 2	Year 3	Year 4	Year 5
Effective 9/1/22 2.5 % increase to salary in effect on August 31, 2022	Effective 9/1/23 2.25 % increase to salary in effect on August 31, 2023	Effective 9/1/24 2.25 % increase to salary in effect on August 31, 2024	Effective 9/1/25 2.25 % increase to salary in effect on August 31, 2025	Effective 9/1/26 2.25 % increase to salary in effect on August 31, 2026
Lump sum payment of \$ 5,000 to be paid on the first payroll period after contract ratification	\$1,000 increase to base effective 9/1/23*	\$1,000 increase to base effective 9/1/24*	\$1,500 increase to base effective 9/1/25*	\$1,500 increase to base effective 9/1/26*

\* For purposes of the general salary increases specified above, the annual percentage increase will be applied before the specified dollar amount is added to the base salary.

### 2. ~~Annual Stipend~~

~~As set forth in the foregoing chart, in each of the five (5) years of the CBA, in the pay period including March 1, \$250,000 will be divided equally among the full-time members of the bargaining unit employed as of the Spring Semester of that academic year.~~

### 2. Equity Fund

Two hundred thousand dollars (\$200,000) will be allocated for equity adjustments to base salaries over the life of the Collective Bargaining Agreement. A minimum of \$25,000 must be spent each year for this purpose and any amount not spent during the life of this CBA will be carried forward and used for the same purpose in the subsequent CBA.

By early January of each academic year, the Union and the Provost will exchange recommendations for who should receive an equity adjustment and the amount of the adjustment. The Provost will make the final decision about who shall receive the increase and the amount of the increase, however if the Provost does not accept the Union's recommendation s/he must provide a written explanation of the reason for not accepting the Union's recommendation. Increases awarded under this provision must be added to the base salary no later than May 1 of

each academic year.

3. [Paragraph 3, Additional Compensation, is deleted in its entirety.]

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#### **4. Salary Schedule for Part-Time Faculty and Overload Rates for Full-Time Faculty**

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Full-Time and Part-Time Faculty per Equivalent Lecture Hour (ELH) rate will be increased \$2.00 per hour in each year of contract, as per the chart below:

Librarians or Counselors who teach credit-bearing courses at times other than their regular working hours shall be paid at these faculty adjunct and overload rates.

Courses in excess of three (3) ELH will be compensated for on a pro rata basis. A three (3) ELH graduate course will consume two (2) and one-half (2½) clock hours. The resulting rates applicable to both undergraduate and graduate courses are as follows:

	<b>Minimum Undergraduate and Graduate Adjunct and Overload Salary Rates (for Faculty Members When Teaching)</b>				
<b>Rank</b>	<b>9/1/22</b>	<b>9/1/23</b>	<b>9/1/24</b>	<b>9/1/25</b>	<b>9/1/26</b>
<b>Professor</b>	\$102	\$104	\$106	\$108	\$110
<b>Associate Professor</b>	\$99	\$101	\$103	\$105	\$107
<b>Assistant Professor</b>	\$96	\$98	\$100	\$102	\$104
<b>Instructor</b>	\$93	\$95	\$97	\$99	\$101

#### **5. Hourly Rate Schedule for Part-Time Professional Staff, Overload for Full-Time Professional Staff, and Faculty When Not Teaching**

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The hourly base rates for part-time professional staff, overload for full-time professional staff and full-time faculty who perform duties other than their normal responsibilities, shall be one-half of the hourly base rates in effect pursuant to Article VIII, section 4.a. above. The resulting salary rates are as follows:

	<b>Hourly Rates for: (1) Part-Time Professional Staff, (2) Overload for Full-Time Professional Staff, and (3) Faculty Members When Not Teaching</b>				
<b>Rank</b>	<b>9/1/22</b>	<b>9/1/23</b>	<b>9/1/24</b>	<b>9/1/25</b>	<b>9/1/26</b>
<b>Professor (or equivalent)</b>	\$51.00	\$52.00	\$53.00	\$54.00	\$55.00

<b>Associate Professor (or equivalent)</b>	\$49.50	\$50.50	\$51.50	\$52.50	\$53.50
<b>Assistant Professor (or equivalent)</b>	\$48.00	\$49.00	\$50.00	\$51.00	\$52.00
<b>Instructor (or equivalent)</b>	\$46.50	\$47.50	\$48.50	\$49.50	\$50.50

## 7. Promotional Increment

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- a. Any full-time faculty or professional staff member receiving a promotion to Professor (or Librarian IV or Counselor IV) that becomes effective on or after 9/1/22 shall receive an increment of ~~\$10~~12,000 in addition to any other increment provided herein.
- b. Any full-time faculty or professional staff member receiving a promotion to Associate Professor or Assistant Professor (or their equivalents) that becomes effective on or after 9/1/22 shall receive an increment of ~~\$7~~10,000 in addition to any other increment provided herein.

## 9. Order of Salary Increases

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Notwithstanding the order of general salary increases set forth in section 1 above, promotional increments will be applied to the salary in effect as of August 31 prior to the general wage increases specified in section 1 above. AAUP members shall receive their salary increases in the following order:

- ~~a. Promotional Increment (Article VIII, Section 6)~~
- ~~b. General Salary Increase (Article VIII, Section 1)~~

## ATTACHMENT B

### ARTICLE IX- FRINGE BENEFITS AND LEAVES

Except as set forth below, all of the terms of Article IX shall remain the same.

#### 2. Tuition Remission

The provisions of paragraph 2 shall be amended to reflect the following:

1. Children of active members under 26 years old shall be entitled to tuition remission regardless of whether they qualify as dependents of the member under the Internal Revenue Code.
2. Spouses and children of members may not take advantage of tuition remission until the member has been employed at NYIT for one year.
3. Members may not take more than 6 credits per term or 18 credits per academic year. Spouses and children may receive tuition remission for a single degree, with a maximum of 18 credits per term for an undergraduate degree and 9 credits per term for a graduate degree.
4. Tuition remission does not apply to the School of Health Profession (SHP) programs (except for the BS in Health Science and BS in Health & Wellness), NYITCOM, dual degree programs with NYITCOM or SHP, online only programs, certificate programs or noncredit courses. Tuition remission may be provided for other SHP programs on a space available basis, after exhaustion of any applicable waiting list.
5. The limitations set forth above shall not apply to anyone enrolled in the Tuition Remission program as of 9/1/22.

#### 4. Medical Insurance (Active Members)

The provisions of paragraph 4 will be amended to reflect the following:

1. All health insurance plans and premium contributions in effect as of August 31, 2022, will remain in effect through December 31, 2022.
2. Effective January 1, 2023, the co-payments, co-insurance, deductibles and out of pocket maxima for the High Deductible, Premium and Out-of-Network plans will be as set forth in the attached Appendix A. (Current Staff Plan). Other than as set forth in Appendix A, no changes to eligibility, benefits or coverage will be made to the High Deductible, Premium and Out-of-Network plans in effect for bargaining unit members as of August 31, 2022.
3. Effective January 1, 2024, the employee share of the premiums (annual CE rate) will be as follows:
  - High Deductible 6%
  - Premium 19%
  - Out-of-Network 26%
4. Effective January 1, 2025, the employee share of the premiums (annual CE rate) will be as follows:
  - High Deductible 7.5%
  - Premium 20%
  - Out-of-Network 27.7%



5. There will be no changes in the amount of NYIT's contributions to the HSA/HRA accounts.
6. Opt-out payments in effect as of August 31, 2022, shall remain the same until January 1, 2024. Effective January 1, 2024, opt-out payments shall be \$2,000 a year. Effective January 1, 2025, opt-out payments shall be \$1,200.
7. Except as specified herein all other terms and conditions of paragraph 4 shall remain the same.

## **5. Retiree ~~Email~~ Entitlements**

The current language will be replaced as follows:

Retirees shall be entitled to:

- a. an NYIT.edu email address for life, and NYIT IT staff will assist with migrating their email account and archiving emails.
- b. continued access to NYIT library and other research resources, as permitted under licenses
- c. access to NYIT discount at the New York Sports Club (for as long as this is available using the nyit.edu email address)
- d. invitations to faculty and University functions, as appropriate
- e. may have the opportunity to continue to teach as an adjunct

Retirees are encouraged to continue to use their title/rank (e.g., "Professor – Retired") for future professional activities

## **Add Section 6 and renumber remaining sections**

### **6. Emeritus Status**

Faculty members who retire with the rank of Professor or higher and who have been full-time faculty at NYIT for at least fifteen (15) years will be entitled to Emeritus status subject to the President's approval which shall not unreasonably be withheld. In the event that the President determines that a Professor is not entitled to Emeritus Status s/he will explain in writing the reasons for the denial.

Other faculty members may be granted Emeritus status on the recommendation of the appropriate DPC (or SPC in the absence of a DPC), the Dean, the Provost and the President. In order to receive a favorable recommendation for Emeritus status the faculty member must satisfy three of the following criteria:

- a. Teaching and related work with students
- b. Publication of original materials
- c. Off campus performance in special fields
- d. University administration and committee work
- e. Contributions to community relations
- f. History of securing outside grants

DPCs may promulgate specific criteria applicable to the discipline encompassed consistent with the foregoing criteria.

Emeritus faculty will be entitled to all of the benefits specified in section 5 above as well as:

- a. Use of the term Emeritus Professor (or appropriate rank)
- b. Access to laboratory space for NYIT-sponsored ongoing research projects when available
- c. Parking privileges comparable to those of active faculty members, subject to availability
- d. Listing on the website of the Academic department(s) in which s/he served
- e. Service in an advisory capacity on departmental committees, except personnel committees, at the invitation of the Chair and the Dean
- f. Mentor junior faculty

## **7. Dental Plan**

The terms of this paragraph will remain the same except that bargaining unit members will make the following contributions to the cost of the premium:

- January 1, 2023 5%
- January 1, 2024 10%
- January 1, 2025 20%

## **9. Sick Leave**

The sick leave provisions will remain the same except paragraph 9.e will be amended as follows:

- e. Members hired after September 1, 2022, are entitled to accrue sick leave up to a maximum of 160 sick days. Members hired on or after September 1, 2002 and before September 1, 2022 are entitled to accrue sick leave up to a maximum 180 days. Members hired before September 1, 2002, who had already accrued sick leave in excess of 180 days as of September 1, 2002, will retain that excess amount. However, that individual will not accrue any additional sick leave in excess of 180 days. A faculty member will not be required to use sick leave if he/she becomes capable of returning to work after the semester commences if NYIT elects not to assign him/her to teach or perform other duties, appropriate to his/her qualifications and responsibilities for that semester.

## **11. Long-Term Disability Insurance**

The long-term disability coverage will remain the same except that bargaining unit members hired after 9/1/22 will be entitled to 60% of salary, capped at \$7,000 per month and the MAPB benefit will be removed.

## **12. Life Insurance**

The life insurance coverage will remain the same except that bargaining unit members hired after 9/1/22 will be entitled to one time the annual salary capped at \$100,000, with reductions to 65% at age 60, 50% at age 65, and 35% at age 70, with options to purchase additional insurance under group rates for themselves and their spouse.

## ATTACHMENT C

### ARTICLE X - PARTICIPATION

Except as set forth below, all of the terms of Article X shall remain the same.

#### 1. Introduction

##### d. Teaching Load

- 1) **Base Teaching Load.** Recognizing that faculty responsibilities include classroom teaching, classroom preparation, academic advisement and career counseling, accreditation as may be appropriate, departmental and institute committee activities, curriculum revision, innovative educational systems and techniques, et alia, faculty base load for tenured and tenure-track faculty will be 18 ELH. ~~during the life of this agreement. Effective September 1, 2022, the base teaching load for tenured and tenure-track faculty will be reduced from 21 ELH to 18 ELH.~~

**For Professional Staff Specialists who are Developmental Specialists and who have been hired on or after September 1, 2002:**

12 hours per week per semester

**For Professional Staff Specialists who are Laboratory and Studio Specialists:**

18 hours per week per semester.

- 2) **Maximum Teaching Load.** ~~Full-time faculty members with administrative responsibilities may not teach more than 37 ELH in the Fall and Spring semesters combined, except with the approval of the Provost or the SHP Vice President (as applicable), including courses taught at any branch of the Institute, or at any other college. Except as set forth in paragraph 11 below, faculty without administrative responsibilities may carry an overload of two (2) courses (but no more than nine (9) ELH) each semester, except with the approval of the Provost or the SHP Vice President (as applicable).~~

~~Exceptions: Those faculty members who have administrative responsibilities and who have for at least two out of the last four academic years preceding the expiration of the prior CBA carried an 8 ELH overload, will be permitted to carry an aggregate workload of 40 ELH for the combined Fall and Spring semesters of each academic year, provided each such faculty member banks 3 ELHs in each year. Faculty members, who received at least \$4,200 per year in stipends for administrative work during the prior CBA and administrative stipends of at least that amount per year, shall be entitled to carry 21 ELHs of workload per semester, to be averaged over three semesters (Fall and Spring only).~~

Deans and Chairs will provide a closer monitoring of the faculty and chair's overload teaching.

- 3) Restrictions on teaching loads do not apply during the summer sessions or winter intersessions.
- 4) Overload shall be assigned to the most senior qualified faculty member requesting such overload, provided that no faculty member shall be assigned two overload courses until all faculty members in the discipline who wish to teach overload have been assigned to teach one overload course. Seniority shall mean the number of years

of service as a full-time faculty member at the Institute.

- 5) A course may be taught on an overload or adjunct basis only if no full-time faculty member in the department who is deemed qualified to teach the course wishes to use the course to satisfy his or her base load.
- 6) Faculty with administrative responsibility can teach on an overload basis during the day session provided they are generally available during instructional hours.
- 7) Beginning in academic year 2024-325, aAdjunct faculty members may not be assigned a teaching load in excess of ~~sixteen~~eighteen (16~~8~~) hours in the fall and spring semesters per academic year except under emergency situations with the approval of the Dean and the Provost or the SHP Vice President (as applicable). The Provost will inform the union about exceptions that have been made. For academic years 2022-2023 and 2023-24, adjunct faculty may continue to teach eighteen (18) ELH.
- 8) The minimum teaching load for a full-time member of the faculty will be ~~six (6) ELH per semester,~~ twelve (12) ELH for the fall and spring semesters, with no less than one course in each semester term per year. Faculty earning/receiving reassigned time that would bring their teaching loads below these thresholds shall have the excess converted to stipends at the prevailing rate. Upon the recommendation of tThe Dean, The only exception to the teaching load lower limit shall be faculty whose teaching load, with the permission of the Provost or the SHP Vice President (as applicable), may grant an exception to the minimum teaching load for a faculty member in a particular semester term is reduced below that limit, taking into consideration the faculty member's demonstrated need for additional time for due to research funded by external or internal grants or other appropriate scholarship or creative endeavors and the needs of the department and school or college payment for a portion of the faculty member's workload by an externally funded scholarly program. NYIT will provide the AAUP with reports on a mutually agreed schedule of exceptions made to the minimum teaching load.
- 9) Teaching schedules and course assignments shall be made reasonably and fairly and with consideration for departmental and individual faculty needs and with timely notification to the faculty. Provisional assignments must be made, and faculty members informed of their assignments, by April 1 for Fall semesters and November 1 for each Spring semester.
- 9)10) New tenure-track faculty in their first two years of employment may be provided with 6 ELH per year release time for research or other appropriate scholarship or creative endeavors provided that they meet the minimum teaching load set forth in paragraph 8 above and they present a plan for use of the release time after the first semester to be approved by the Provost and Dean.
- 11) Tenure track, but not yet tenured fFaculty, shall not have release time for research and teach overload in the same semester.

**(Eliminate definition of Distributed Learning in Article I.xxi**

f. ~~Distributed~~ **Distance Learning**

The entire text of this section shall be replaced with the following:

1. The term "Distance Learning" as used herein refers to instruction where communication between the students and the professor is accomplished by one or more technological media. This communication consists of live or recorded audio/visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CD-ROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any class offered for credit or otherwise required for a degree.
2. The following Distance Learning modalities are currently used at NYIT:
  - a. A Synchronous group-based video web conferencing course refers to any instructional delivery method that uses technology to create a synchronous audio/video link between the professor and the students in which the students are together in one location and the professor is with other students in another location.
  - b. A Synchronous individual-based video web conferencing course refers to any instructional delivery method that uses a synchronous audio/video link (such as zoom) in which none of the students or the professor are in the same location and everyone is connected through an audio/video link.
  - c. An "Asynchronous Web-based Computer Conferencing" or Online course refers to any instructional delivery method that uses asynchronous communication methods, including, but not limited to, commercial web-based course programming, web-sites, e-mail, and any other asynchronous technology.
  - d. A Blended course refers to a course that combines two of the educational modalities e.g. face-to-face, synchronous group or individual based video web conferencing, and/or asynchronous online.
3. Faculty members may teach Distance Learning courses as part of their base load, or on an adjunct or overload basis. Faculty preferences regarding courses and modalities in which they wish to teach will be honored to the maximum extent possible, consistent with the university's overall strategic determinations regarding in-person and distance learning. The use of Distance Learning technology shall not be used to reduce, eliminate, or consolidate full-time faculty positions at NYIT. The decision of a faculty member not to teach one or more Distance Learning courses shall not be used in any evaluative manner in the personnel process. The Distance Learning program is intended to be highly interactive, utilizing only faculty members employed by NYIT (provided that NYIT may use an outsourced employer of record for out of state adjuncts for purposes of tax compliance and payroll processing only). No pre-recorded synchronous or asynchronous form of instruction shall be employed by NYIT for the purpose of replacing live NYIT instructors (in whole or in part) regardless of the technology utilized

(including, but not limited to, compact disk, videotape, satellite, cable or fiber-optic reception from an off-campus location).

4. Students must be in a classroom to participate in a synchronous group-based course. There will be no more than three linked classrooms, including the sending site. No more than 20 students may be in the classroom that is the sending site and no more than 10 students may participate in the course through video links regardless of whether they are all in one or two linked classrooms. Students may not remote into such courses, unless granted a disability accommodation. A faculty member may choose to teach such a course from two different sending sites throughout a semester, but no faculty member shall be required to utilize more than one sending site for a particular course unless he or she chooses to do so. No faculty member shall be required to travel to any sending site not located on the Old Westbury or Manhattan campuses of NYIT. Classes which have enrollments larger than the caps set forth in this paragraph will be converted to synchronous individual-based video web-conferencing large courses, as provided in paragraph 8 below.

5. Fully synchronous individual based video web-conferencing courses and asynchronous – online courses may be delivered from any location, on or off-campus.

6. The class size of synchronous individual-based and asynchronous courses shall be based on the modality in which a course is offered and the type and requirements of the course, except under no circumstances may such a course include more students than the enrollment cap set for the face-to-face version of the same course.

7. The Provost and the AAUP shall appoint a committee which will be charged with creating a rubric to be used to determine the type of course. The rubric shall be developed no later than June 15, 2023. Once the rubric has been developed the department, school, and senate curriculum committees will use the rubric to determine the type of course as set forth in the matrix below. Unless and until a course has been reviewed by the curriculum committees and a determination made regarding the type of course, the course caps listed by the Registrar in Spring and/or Fall 2022 shall govern the class size of all individual-based synchronous and asynchronous courses. If, during this period, a new course is offered that does not have a previously established course cap, the faculty member and the Chair shall determine the enrollment cap.

8. Once the rubric has been established and the type of course determined by the curriculum committees, the following course caps will apply:

**Individual-Based Synchronous Courses:**

Course type	Cap	Other Provisions
<b>Small Courses</b> • Faculty instruction, extensive class discussion; individual projects and papers, one major; in-depth research on course topics of interest • Constructivist methods • Application level	15	Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 15 but in no event may more than 20 students be enrolled.

<p>and above of Bloom's taxonomy • CoI: teaching presence includes course design and organization, facilitating discourse, and direct instruction; individualized feedback; extensive student cognitive presence; well-developed faculty and student social presence</p>		
<p><b>Medium Courses</b>  Faculty instruction, class discussion; student debates; student public-speaking practice; writing and/or math assignments; written application/analysis assignments; group project work; written term paper • Mix of objectivist and constructivist methods • Application and analysis levels of Bloom's taxonomy • CoI: teaching presence includes course design and organization, facilitating discourse, and direct instruction; individualized feedback; student cognitive presence in class and on performance assignments; faculty and student social presence exhibited</p>	27	<p>Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 27 but in no event may more than 30 students be enrolled.</p>
<p><b>Large Courses</b>  Predominantly faculty lecture; students assessed by standardized testing of knowledge • Objectivist method • Knowledge and comprehension levels of Bloom's taxonomy • CoI: teaching presence limited to course design and organization, evaluation; cognitive presence limited to test performance; minimal</p>	40	<p>Additional students may be added with the permission of the faculty member. The faculty member will receive one extra ELH for every 20 students above 40</p>

faculty and student social presence		
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### Asynchronous Web-based Computer Conferencing or Online Courses

Course type	Cap	Other Provisions
<p><b>Small Courses</b></p> <ul style="list-style-type: none"> <li>• Faculty instruction, extensive class discussion; individual projects and papers, one major; in-depth research on course topics of interest</li> <li>• Constructivist methods</li> <li>• Application level and above of Bloom's taxonomy</li> <li>• CoI: teaching presence includes course design and organization, facilitating discourse, and direct instruction; individualized feedback; extensive student cognitive presence; well-developed faculty and student social presence</li> </ul>	15	Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 15 but in no event may more than 20 students be enrolled.
<p><b>Medium Courses</b></p> <p>Faculty instruction, class discussion; student debates; student public-speaking practice; writing and/or math assignments; written application/analysis assignments; group project work; written term paper</p> <ul style="list-style-type: none"> <li>• Mix of objectivist and constructivist methods</li> <li>• Application and analysis levels of Bloom's taxonomy</li> <li>• CoI: teaching presence includes course design and organization, facilitating discourse, and direct instruction; individualized feedback; student cognitive presence in class and on performance assignments;</li> </ul>	23	Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 23 but in no event may more than 25 students be enrolled.



faculty and student social presence exhibited		
<b>Large Courses</b> Predominantly faculty lecture; students assessed by standardized testing of knowledge • Objectivist method • Knowledge and comprehension levels of Bloom’s taxonomy • CoI: teaching presence limited to course design and organization, evaluation and cognitive presence limited to test performance; minimal faculty and student social presence	40	Additional students may be added with the permission of the faculty member. The faculty member will receive one extra ELH for every 20 students above 40

9. Faculty will be expected as part of their professorial responsibilities to keep up with appropriate pedagogy and training in Distance Learning. NYIT will have appropriate training available for faculty at no cost to the faculty. Faculty required by NYIT to be trained in order to offer Distance Learning courses shall be paid at one-half the hourly overload rate for the time spent receiving such training.

10. NYIT shall provide adequate support services for all Distance Learning courses, including necessary equipment and personnel.

11. If a particular class is held in-person, a student may not participate in that class remotely unless s/he has obtained a previously approved ADA accommodation.

12. Regardless of delivery method only the faculty member can determine whether to record the class and who to disseminate the recording to, except as required by the ADA. The recording belongs to the faculty member and cannot be used by anyone else without the faculty member’s written permission.

13. The caps and additional payments set forth in this section f. will not apply in the case of: 1) distance learning modalities resulting from pandemics, floods, fire, or other similar acts of god or unexpected occurrences, where distance learning is either mandated by government action or reasonably determined by the administration to be required to preserve the health of the community; or 2) distance learning classes which are approved in response to a request from the faculty member due to health concerns or as a disability accommodation.

**g. Online and Blended Online Course Development**

Based upon the prior approval of the Chair, the Dean and the Provost or the SHP VicePresident (as applicable), and after consultation with the CTL director or his/her designee, a faculty member shall receive a stipend of \$1,000 per ELH (up to three thousand dollar (\$3,000) ~~stipend~~) for preparation of a



~~Full-time Adjunct faculty and full-time faculty who agree to not have the tutorial count towards base load will be compensated based on the overload/adjunct rates. The applicable rates are set forth below: members teaching tutorials which are not counted towards their base load, and all adjunct faculty members teaching tutorials, shall receive compensation of one-half of the tuition paid by the first student and one-fourth of the tuition paid by each additional student on an overload basis, but not more than the regular overload or adjunct salary rate. In the event that one or more students in the tutorial have withdrawn, the following additional provisions shall apply:~~

<u>Number of Students</u>	<u>Percentage of Overload/Adjunct Rate</u>
<u>1-2</u>	<u>40%</u>
<u>3</u>	<u>60%</u>
<u>4</u>	<u>80%</u>
<u>5</u>	<u>100%</u>

~~If the number of students enrolled in the course decreases after the end of the drop/add period for that course the faculty member will be entitled to be compensated based on the number of students enrolled as of the end of the drop/add period.~~

~~Withdrawals after the first week of classes, but before the end of the period in which students are entitled to partial tuition refunds:~~

- ~~1) If the student who withdrew was the only student still enrolled in the tutorial, then the instructor shall receive as compensation (for teaching this student) one-half of the net tuition owed by the student after said refund has been applied to his/her Bursar's bill.~~
- ~~2) If one or more other students remained in this tutorial after the given student withdrew, then the instructor shall receive as compensation (for teaching the student who withdrew) one-quarter of the net tuition owed by the student who withdrew after said refund has been applied to his/her Bursar's bill.~~

~~A. Withdrawals after the end of the period in which students are entitled to partial tuition refunds:~~

- ~~1) If the student who withdrew was the only student still enrolled in the tutorial (so that no students remained in the course after this student withdrew), then the instructor shall receive as compensation (for teaching this student) one-half of the tuition owed by the student.~~

~~2) If one or more other students remained in this tutorial after the given student withdrew, then the instructor shall receive as compensation (for teaching the student who withdrew) one quarter of the tuition owed by the student who withdrew.~~

### **i. Payment Schedules**

The Institute shall pay full-time faculty in twenty-four (24) equal installments per year. Payments for any and all services rendered by the faculty shall be made on the ~~3rd and 18<sup>th</sup>~~ 1<sup>st</sup> and 15<sup>th</sup> of each month, except that adjunct and overload payments need not be made by the first payroll period of each semester. Every effort will be made to effect adjunct and overload payments as soon as possible. Full-time faculty who teach one semester (~~12 ELH~~) per academic year will be entitled to six months of salary and benefits.

### **j. Banking**

- 1) A faculty member receiving an overload teaching assignment may request the NYIT Administration to bank the ELH surplus (the difference between the total number of ELHs and the faculty member's normal base load) in a special account set aside for that faculty member to a maximum of 9 ELH. The bank may not contain more than 9 ELH at any given time. ~~Faculty with more than 9 ELH in their bank as of Fall 2002 shall be allowed to retain those extra ELHs.~~ The ELH surplus shall be banked only if the faculty member has specifically granted permission to the NYIT Administration to do so; in the absence of this permission the faculty member must be paid for the overload teaching in the semester where the overload occurred.
- ~~1)2) Faculty who have banked ELH (up to 9 ELH) on August 31, 2022 (“Preexisting ELH”) may elect on or before August 31, 2023 to receive a payout of some or all of these Preexisting ELH, paid at the salary schedule in effect on September 1, 2021.~~
- ~~2)3) Effective September 1, 2022, faculty who work overload and choose to bank the ELH—rather than being paid for the overload may use The faculty member who has banked ELHs shall have the right to: (a) retain these ELHs in his/her bank, (b) use some or all of these banked ELHs to reduce his/her base teaching load in a subsequent semester (subject to the minimum teaching load requirements required teaching of six (6) ELH per semester and the provisions in paragraph 4(3) below),; or (c) request payment for some or all of these banked ELHs in a subsequent semester (subject to the provisions of paragraph (4) below). These banked ELH will not be paid out under any circumstances.~~
- ~~3)4) If a faculty member requests to use some or all of his/her previously banked ELHs to reduce the base teaching load in a given semester, then: a. he/she may not decrease the teaching load by more than one course in that semester (this restriction shall not apply to faculty who have announced their retirement within the following 12-month period).; and b. he/she may not teach any overload in that semester. Such a request must be made by this faculty member to his/her Chair in writing no later than three weeks before the first day of classes of that semester.~~
- ~~4) If a faculty member chooses to request payment of some or all of the banked ELH's in a given semester, then the salary schedule will be that in effect as of September 1 of~~

~~the previous academic year.~~

- 5) If a faculty member has an ELH deficit in a given semester (i.e., has a total teaching load less than the faculty member's normal base load), then the previously banked ELHs must be used to reduce or eliminate this ELH deficit in that semester.
- 6) A faculty member who has an ELH deficit at the end of a Spring semester shall be permitted to make up some or all of that deficit by teaching in one or more Summer Sessions (without additional pay for the deficit amount), provided a course which he/she is qualified to teach is scheduled by the Administration. Faculty who have an ELH deficit are required to make up all of that deficit by August of the following academic year in the eighteen months following the end of that semester. (For example, a deficit in Spring 2023 must be made up by August 2024.)
- 7) Each faculty member shall have electronic access to a copy of his/her final FACCOMP (Faculty Compensation System) available on the web each semester showing the number of ELHs banked (along with other information) from the Office of the Dean.

## 2. **Full-Time Professional Staff**

- b. Library:** For librarians hired prior to September 1, 1986, fifty-four (54) vacation days per year. For librarians hired after September 1, 1986, thirty-~~seven~~<sup>four</sup> (~~37~~<sup>34</sup>) vacation days per year. Vacations will be scheduled by the supervising librarian on the basis of seniority and the needs of the department, subject to the approval of the Vice President for Academic Affairs.

## ATTACHMENT D

Except as set forth below, all of the terms of Article XIV shall remain the same

### ARTICLE XIV – APPOINTMENTS

#### 4. Teaching Faculty

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In the Schools and Colleges of NYIT there shall be established non-tenure track “Teaching Faculty Lines (TFLs)” with ranks commensurate with their educational and instructional qualifications. Teaching Faculty Lines may not be used to replace tenure track or tenured faculty who leave the institution or in lieu of new tenure track or tenured lines when a department or program expands. Teaching Faculty Lines may be used to replace adjuncts where it is deemed advisable to consolidate courses taught by adjuncts into a single TFL. The number of TFLs in each School shall not exceed ~~ten-fifteen~~ percent (~~4015~~%) of the total number of FT tenured and tenure track faculty in the School. In the College of Arts and Sciences, the number of TFLs in the division represented by the Humanities SPC shall not exceed ~~ten-fifteen~~ percent (~~4015~~%) of the total number of FT tenured and tenure track faculty. Likewise, the number of TFLs in the division represented by the Sciences SPC shall not exceed ~~ten-fifteen~~ percent (~~4015~~%) of the total number of FT tenured and tenure track faculty. Under no circumstances may the TFLs exceed fifteen percent (15%) of the tenure and tenure track faculty of the entire Institution at the NYC and OW campuses. TFLs will be allocated equitably among departments within a School.

The DPCs or FT tenured and tenure track faculty (if there is no DPC) of the individual departments of the Schools or College may decide by a simple majority vote not to hire any faculty to fill these positions. This decision by the DPC or FT tenured and tenure track faculty (if there is no DPC) of the individual departments of the Schools or College cannot be overridden by the dean of the school or any member of the administration.

The responsibilities of the faculty filling these TFLs are:

1. Maintaining weekly office hours
2. Providing academic advising as assigned by the chair
3. Participating in all departmental/school activities that advance the goals of the Department/school, i.e. Open House, Preview days, registration, recruitment, service on departmental and college-wide committees, curriculum development, visits to high schools and college fairs, etc.
4. Traveling between both campuses as needed

The total base teaching load for the fall and spring semesters will be 21 ELH, and the faculty filling these lines may teach on an overload basis following the same CBA rules imposed on the regular full time faculty.

The initial appointment will be for two (2) years and subsequent reappointments for

years 3 and 6 will be for three (3) years and five (5) year appointments in all future years. These reappointments and promotions will be through a process of review by the appropriate DPC or SPC (if there is no DPC) and are subject to final approval by the dean and the Provost. The DPCs will develop criteria to be used for appointment and reappointment of TFLs. Current adjuncts will be given preferential consideration to fill a TFL.

Subsequent to their initial appointment, the faculty members on a TFL may apply for any one of the current tenure track positions available in their respective disciplines. Their applications will be submitted for review to the appropriate DPC or SPC (if there is no DPC) as outlined in the CBA for the hiring of new faculty. A TFL hired on a tenure-track line may choose to take credit for the period of time on the TFL to diminish the length of his/her probationary period.

Faculty on a TFL are subject to all benefits and restrictions, as per the CBA, as tenured and tenure track faculty, except for provisions which explicitly apply only to tenured and tenure track faculty.

No faculty member hired on a tenure track line will, if denied tenure, be permitted to assume a TFL.

## **8. Terms of Appointment of Professional Staff and Professional Staff Specialists**

~~Except as is permitted in section 6, above, a~~All members of the professional staff and staff specialists shall be hired on the basis of term appointments as follows:

### **a. Initial Contract**

#### 1) Employment beginning at the start of an academic year:

For members who began their full-time employment at the start of a given academic year, the first year's contract will be for ~~two~~ academic years ~~only~~.

#### 2) Employment beginning after the start of an academic year:

For members who began their full-time employment after an academic year has already begun, the following special provisions shall apply:

a) For members who began their employment before March 1 of a given academic year, the initial contract shall be for a time period of less than ~~two~~ years, and shall terminate on August 31 of the ~~following~~ academic year.

b) For members who began their employment after March 1 of a given academic year, the initial contract shall be for a time period of more than ~~two~~ years, and shall terminate on August 31 of the ~~second~~ following academic year.

### **b. Second and Third Contract**

The contract given the member at the start of the ~~third and sixth~~ full academic years will be for ~~three~~ years ~~only~~.

### **~~c. Third and Fourth Contract~~**

~~The contracts given the member at the start of the third and fifth full academic years, if offered, will be for two academic years only.~~

**d.c. Subsequent Contracts**

The contract given the member at the start of the ~~ninthseventh~~ full academic year, and all subsequent contracts, if offered, will be for ~~five~~three academic years~~only~~.



## ATTACHMENT E

Except as set forth below, the terms of Article XV shall remain the same

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### Article XV Provisions Relating to Sabbatical Leaves Scholar Incentive Awards, and ISRC Grants

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#### 1. Sabbatical Leave

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g. Faculty members whose applications for sabbatical leave have been approved for a full year will receive stipends for their full-year contract base pay minus adjunct replacement costs (i.e. ~~21-18~~ ELH for 2 semesters) at the Assistant Professor rate. Faculty members who apply for and are approved for a sabbatical for one semester will receive stipends covering this award of half their full-year contract base pay minus adjunct replacement costs for one semester and will have a base teaching load for the other semester in that academic year equal to one half of their annual base teaching load.

#### 3. Institutional Support of Research and Creativity (ISRC) Grants

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NYIT will annually make available at least \$300,000 in funding and release time for the support of scholarship. Tenured, tenure-track faculty and AAUP full-time professional staff can apply to receive an institutional grant of these funds. The deadline for applications will be early in the fall semester and the total amount of funds available for application will be announced prior to this deadline.

Applications must include basic information requested by the Office of Academic Affairs as well as a two-page (double-spaced) proposal (plus any supporting material the applicant wishes to include), an up-to-date curriculum vitae (in a format appropriate to the discipline), and a report on the results of the most recent previous such grant awarded to the applicant. The form of the Application for STEM and the form of the application for the Humanities/Architecture shall also be appropriate to the discipline.

Applications will be reviewed by a Committee of at least ~~five-six~~(6) faculty members, at least two (2) of whom shall be from non-stemSTEM disciplines. Five (5) members of this ~~This~~ Committee will be appointed by the Provost, who will designate one of the Committee members as Committee Chair. The AAUP will designate the sixth member of the ISRC Committee. To the degree practicable, committee members will be active scholars or creative artists, tenured, representative of the different scholarly/creative approaches at NYIT, and will have themselves previously received an internal or external grant. To the degree practicable, at least two committee members should be new each year, and at least two should be experienced committee members. The committee will recommend how the funds available should be allocated among the applicants, with the Provost making the final decision.

There shall be a Rubric created and used by the ISRC Committee which correlates the merit and the recommended funding of the applications (also referred to as proposals). The Rubric will be shared with the faculty.

Additionally, the Provost and Vice President of Academic Affairs will provide at least 50 ELH

of release time to the academic Deans, proportional to the amount of scholarship produced by each school the previous year. The Deans will award release time to tenured and tenure-track faculty members who are actively engaged in scholarship and need the additional time for their scholarship. At the end of each semester, the Dean will report to the Provost how these ELH were allocated.

## ATTACHMENT F

Except as set forth below, the terms of Article XVIII shall remain the same

### ARTICLE XVIII – PERSONNEL PROCEDURES

#### 2. Student Evaluations of Faculty

The following shall be added:

d. A committee will be appointed by the Provost and the AAUP to review and make recommendations regarding the content of the student evaluations and how the evaluations can be used for formative and evaluative purposes. The committee will retain a consultant with expertise in this area to assist with the design of the evaluations and the manner in which they can be used. The committee will make its recommendations to the AAUP and NYIT by end of December 2023. No changes to the current provisions regarding student evaluations in the CBA will be made unless and until the parties enter into a written agreement executed by both parties.

#### 3. Peer Observations of Faculty

g. For courses taught fully asynchronously, no individuals other than the faculty member teaching the course and the students enrolled in that course shall electronically access any course materials or communications, including but not limited to, all materials prepared by the instructor and all items submitted by students, except with the advanced written permission of the faculty member teaching the course. Outside visitors will not be allowed in any ~~Distance~~ Distributed Learning course unless the faculty member agrees in advance to their presence. - Peer observations for blended asynchronous courses will be performed during a face-to-face or synchronous audio/visual or remote class as set forth in (a) – (f) above. Absent extenuating circumstances, peer observations of classes delivered through a synchronous remote modality must be conducted by someone who has previously taught using this modality.

h. In order to ~~insure~~ ensure an equitable assessment of the teaching and learning environment in a fully online course the faculty member ~~may be asked by a peer or administrative reviewer (as provided in (f) above) to provide only the following artifacts~~ may provide a peer or administrative reviewer (as provided in (f) above or defined below) a live or pre-recorded guided tour of the course covering a general overview including the syllabus and schedule of dates, the welcome or “start here” section of the course, and a specific lesson, learning module, or unit that includes an assessment intended to determine whether a specific outcome was met. Alternately, the faculty member may provide the following artifacts in PDF form::

- 1) Syllabus
- 2) Course Outline and Schedule of Dates
- 3) ~~Activity designed to deliver instruction (i.e. E-lecture, PowerPoint) and associated outcomes~~ The materials (i.e., E-Lecture, PowerPoint, etc.) from a specific lesson, learning module, or unit that includes an assessment intended to determine whether a specific outcome was met

- 4) ~~A d~~ Description of assessment used to determine if the outcomes were met
- 5) Samples of student work or postings with personal identifiers removed relating to the assessment
- ~~6) Grade distribution for the assessment (if available)-~~
- ~~7) Narrative description of how the course is conducted-~~
- ~~8) OLC Chair's weekly report covering the period of instruction-~~
- ~~9) Class enrollment-~~

The artifacts to be used for the review are to be selected by the faculty member for the course to be reviewed. Peer is herein defined as a full-time faculty member who has taught on-line classes in the same school or college.

i. The AAUP and New York Tech agree that peer observation of an online or any Distancedistributive Learning course should be comparable in scope to the observation of an in-person course and should be consistent within each department. In order to ensure consistency of observations among different modes of course delivery, the parties agree to appoint a committee charged with reviewing current peer observation practices and with developing observational form(s) appropriate to new Distanceributed Learning modalities and for use in face-to-face courses. Any changes to the practices and forms must be approved by the AAUP and the Provost's office prior to implementation.

## 6. Ensuring Quality in the Design and Delivery of the Student Learning Experience

The language in this section will remain in effect until the pilot program set forth below is implemented.

(Ensuring Quality in the Design and Delivery of the Student Learning Experience]

### 6. Faculty Support Program

The development of the professional activities of the faculty in an institution of higher education is essential to the maintenance of academic and professional standards of excellence. Professional review, with an emphasis on formative and self-evaluation, helps ensure that the educational goals and missions of the Institution are accomplished and that faculty members are encouraged and supported in their professional performance beyond the point of tenure. Numerous studies have shown that the value of a faculty support program for both the faculty member and the institution is a function of how well it is integrated with a professional support system. New York Institute of Technology resources will be committed to such a faculty support program.

**Pilot Program:** To that end, the AAUP and New York Institute of Technology agree to launch a **pilot program of review beginning in the Spring 2023 semester and continuing for four years**. At the end of the four-year pilot program, the Provost and the Presidents of the AAUP or their designees will meet individually with selected Chairpersons and faculty members who have participated in the program. From these meetings, the Provost and the AAUP leadership will determine appropriate modifications to the pilot program to ensure that the program is (1) feasible administratively for Chairs and (2)

constructive for, and supportive of, faculty members. As part of this process the Provost and the AAUP Presidents may review the Chair's and Associate Provost's reports on the faculty who have participated in the program, provided the names of the faculty members have been redacted.

No later than October 1 of each academic year the Provost's office will provide the AAUP with a list of all tenured faculty in the bargaining unit, including any tenured faculty member who spends at least 50% of their time teaching, who received tenure or promotion at least six years prior to the current academic year and who has not gone through this process for at least six years. Once the list has been generated, a randomized method of selection agreed to by the Provost and the AAUP will be used to identify sixteen percent of the tenured faculty for review in that academic year. The timeline and conditions of the review process are described below.

#### **A. Terms of the Faculty Support System**

1. All aspects of the review process and any discussions among the faculty member, the Chair, and, if relevant, the Provost, will remain confidential and may not be used for discipline.
2. Faculty members will choose two of the three categories of teaching, scholarship and/or creative and/or professional activity, and service to the institution for the purposes of review.
3. The AAUP and New York Institute of Technology agree that the Faculty Support System will not attempt to replicate the tenure process.
4. Each department shall establish the issues to be addressed in faculty members' self-evaluation report.

#### **B. Program Timeline and Process:**

1. By March 1 of the academic year in which the faculty member will be reviewed, the faculty member will submit a self-evaluation report to the Chair or the Chair's equivalent. The report will specify which two of three categories the member has chosen for review purposes. The report shall include:
  - i. A brief description of the faculty member's activities for the preceding six years, relating to the two categories chosen by the faculty member for review.
  - ii. A brief description of the faculty member's future goals within the chosen categories.
  - iii. A brief assessment of how the department and the institution have served the faculty member's goals and needs during the preceding six years and will serve the faculty member's future goals and needs.
2. No later than March 15 following submission of the self-evaluation report, the faculty member and the Chair will meet. The meeting will have the following purposes:
  - i. To help each faculty member evaluate their progress and attainment of the professional goals significant to the faculty member, the department, and the institution within the two categories chosen by the faculty member;
  - ii. To ascertain how the institution and the department can better serve the faculty member's goals and needs;
  - iii. To decide whether any professional enhancement on the part of the faculty member in either of the two categories is warranted;
  - iv. If necessary, for the faculty member and the Chair to determine a professional enhancement plan, to be initiated during the subsequent two academic years.

3. Within two weeks of the meeting between the faculty member and the Chair, the Chair will write a confidential report to be delivered to the faculty member only. The report will consist of the following:
  - i. A summary of the faculty member's contributions during the previous six years;
  - ii. The future goals agreed to by the faculty member and the Chair;
  - iii. A description of areas where the department and institution will better serve the faculty member's goals and needs.
  - iv. If relevant, a professional enhancement plan, along with recommendations for institutional support, including assistance from the Center for Teaching and Learning and OSPAR.
4. If no professional enhancement plan is required, the faculty member will undergo review according to the six-year cycle.
5. Where a professional enhancement plan (PEP) is recommended:
  - i. The faculty member will be apprised that opportunities for professional development are available and shall participate in such opportunities with the assistance of the Chair and, where relevant, the support of the CLT and OSPAR;
  - ii. The faculty member may request reasonable funding to support their participation in such professional enhancement. Such requests will not be unreasonably denied and will be provided by the Provost;
  - iii. Should the faculty member disagree with the Chair concerning the need for a professional enhancement plan, a PEP review committee of three faculty members (none of whom have administrative responsibilities) shall be constituted. The PEP review committee will be made up of two members of the DPC or SPC if there is no DPC, one selected by the faculty member and one by the Chair. The Provost will designate three faculty members from outside the department and who are not serving in an administrative position. The faculty member under review will select one of those three to serve as the third member of the PEP committee. The PEP review committee will review the faculty member's self-evaluation, the Chair's recommendation, and any additional information the faculty member wishes to submit. The faculty member will also be given an opportunity to meet with the PEP review committee before any decision is reached. The decision of the PEP review committee regarding the need for a PEP plan will be final.
  - iv. Each Chair shall submit to the Union and the Provost on an annual basis a list of all faculty reviewed and indicate whether a PEP was recommended and approved by the PEP review committee.
6. Two years after initiation of the professional enhancement plan, the Chair and the faculty member will meet to discuss the recommended enhancements and whether the faculty member is satisfied that the enhancements have been useful.
  - i. If the enhancements seem sufficient, no further action shall be taken.
  - ii. If the enhancements seem insufficient, the Chair will forward the professional enhancement plan and a summary of the meeting between the faculty member and the Chair to the Provost, who will meet with the faculty member and assist in developing further opportunities for professional development for the faculty member. Should the faculty member disagree with the Chair and/or Provost concerning the necessity or

sufficiency of the enhancements, the faculty member may ask the PEP review committee to make a determination regarding both issues. The decision of the PEP review committee will be final.

### **C. Special Procedures for Review of the Chair and Faculty with Administrative Appointments**

1. Chairs and Faculty with Administrative Appointments shall be reviewed during the period of the pilot program according to the same Program Timeline and Process described in B (6) for other faculty members housed in the department, school, or program.
2. At the point in the six-year cycle when any such faculty is to be reviewed, no later than February 1, the Provost shall designate an Associate Provost, under the supervision of the Provost, to conduct the review.
3. The appointed reviewer shall adhere to the processes outlined in B (6) above in order to conduct the review. In the event that an enhancement plan is recommended by the Associate Provost, the Chair/Administrator may seek review of the plan by the Provost whose recommendation will be final.

### **10. Provisions Applicable When Faculty Request Reappointment, Promotion, and/or Sabbatical Leave.**

The faculty member must notify the Chair and the Dean that he/she intends to apply for reappointment, early tenure, tenure and/or promotion no later than September 1.... Add early tenure to chart on p. 56

### **11. Provisions Applicable When Professional Staff Members Request Reappointment, Promotion, and/or Sabbatical Leave.**

#### ~~**a. Professional Staff members newly hired after an academic year has started, but before March 1**~~

~~As is explained in Article XIV.6.a.(2)(a), the initial contract for such staff members shall be for a time period of less than one year, and shall terminate on August 31 of that academic year. For these members, the relevant PEC shall meet near the end of that Spring semester to formulate recommendations concerning the reappointment of the staff member for the forthcoming full academic year. (The newly hired member shall neither be required to request such a reappointment nor submit any paperwork in connection therewith.) The recommendation of the PEC shall be submitted to the appropriate Vice President by May 15 (with a copy to the candidate). The recommendation of the appropriate Vice President shall be submitted to the President by June 1 (with a copy to the candidate). If it is ultimately decided that this member is not to be reappointed for the full academic year, then the member shall be so notified by July 1, and shall serve until the end of the current academic year (i.e., until August 31)~~

#### ~~**b. Professional Staff Members Appointed to Multi-Year Terms**~~

~~All professional staff receive multi-year contracts beginning with their third full academic year of service. (They receive two-year contracts in their third through sixth full academic years of service, and three-year contracts beginning with their seventh full academic year of service.) In addition, as is explained in Article XIV.4., a newly hired full-time professional staff member may be appointed to a two-year term with the agreement of the relevant PEC, as well as of the~~

~~appropriate Dean and Vice President. All professional staff members with such multi-year contracts must apply for reappointment (and are evaluated by their supervisors) only once during this period, in the last year of the contract, unless they request to be considered for promotion.~~

**a. General Provisions Applicable to All Professional Staff Members**

- 1) On or before ~~December 1~~ August 15, the Chair of the relevant PEC shall: (a) notify affected members that their term contracts will expire at the end of the following academic year and that they need to submit their electronic portfolios/applications for reappointment ~~electronic portfolios~~ by the due date (~~February 15~~ December 1) if they wish to be considered for promotion/reappointment, and (b) inform the individuals who supervise all such members that they will need to prepare and submit their evaluations of the candidates by the due date (~~February 1~~ November 1). No portfolio is required for a professional staff member who is requesting reappointment until such time as s/he seeks reappointment for a five-year contract term.
- ~~1)2)~~ Professional staff members who wish to be considered for promotion or reappointment must notify the Chair of their PEC of this fact by September 1. By December 1, in the event a professional staff member seeks to apply for promotion s/he must also submit his/her electronic portfolio to the PEC Chair in the following circumstances: a) any professional staff member seeking promotion; b) librarians for all requests for reappointment and/or promotion; and c) other professional staff members seeking reappointment along with the application for reappointment for a five-year contract term.
- ~~2)~~ Professional staff members who wish to be considered for promotion must notify the Chair of their PEC of this fact by December 15.
- 3) The individual supervising a professional staff member must evaluate the candidate and submit his or her written evaluation to the Chair of the PEC and to the candidate by ~~February~~ November 1.
- 4) A professional staff member has the right to respond to the written evaluation submitted by his or her supervisor. Any such response must be submitted in writing to the Chair of the PEC within five business days of the receipt of the supervisor's evaluation by the candidate.
- ~~5)~~ A professional staff member requesting promotion must submit his or her electronic portfolio to the PEC Chair by February 15 ~~December 1~~. (No portfolio is required for a professional staff member who is only requesting reappointment.)
- ~~6)5)~~ The PEC shall meet to discuss what recommendations it will make with respect to reappointment and promotion of professional staff members.
- ~~7)6)~~ Professional staff members have the right to respond to, and appeal, recommendations made by their PEC, the next higher level(s), or the appropriate Vice President in accordance with the provisions of Article XVIII.10.g. (Rights of Members to Respond and Appeal)

The personnel procedure summary charts on pp. 60 – 63 and the dates in subsections (d)-(g) shall be revised to conform with the new contract lengths and appointment/promotion schedules set forth herein.