

AGREEMENT

entered into between

**NEW YORK INSTITUTE
OF TECHNOLOGY**

and

**AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS
AT
THE NEW YORK INSTITUTE
OF TECHNOLOGY, INC.**

(AAUP at NYIT, Inc.)

September 1, 2017 until August 31, 2022

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1 **AGREEMENT entered into this ___ day of _____, 2019 between NEW YORK INSTITUTE OF**
2 **TECHNOLOGY and AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT THE NEW YORK**
3 **INSTITUTE OF TECHNOLOGY, INC. (AAUP at NYIT, Inc.).**

4 WITNESSETH:

5 WHEREAS, the intent and purpose of this Agreement are to provide the Institute's student body
6 with instruction and guidance of excellent quality, and to promote increasingly high standards of
7 academic achievement in every phase of the Institute's special mission in higher education, and

8 WHEREAS, the intent and purpose of this Agreement are to promote and improve the quality
9 and effectiveness of education at the Institute, the parties to this Agreement concur that these
10 objectives can be materially achieved through the amicable adjustment of matters of mutual interest
11 through the establishment of basic understandings relating to personnel policies, practices and
12 procedures, and matters affecting other conditions of employment relating to wages and hours, and

13 WHEREAS, it is recognized by the parties that mutual benefits are to be derived from a continual
14 improvement in the position of the Institute as an institution of higher learning, that the faculty is
15 expected to advise in developing educational programs and make recommendations to the President of
16 the Institute, it being understood that final decisions on all such matters are solely within the jurisdiction
17 of the Board of Trustees of the Institute.

18 NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree
19 as follows:

ARTICLE I - DEFINITIONS

20 As used in this Agreement:

- 21 i. "Board" means the Board of Trustees of the New York Institute of Technology.
- 22 ii. "AAUP" means the American Association of University Professors at the New York Institute of
23 Technology, Inc. (also known as "AAUP at NYIT, Inc.").
- 24 iii. "Academic Year" means the period starting September 1 through August 31.
- 25 iv. "Chapters" means the Manhattan or the Old Westbury (including Central Islip) Chapters of the
26 AAUP.
- 27 v. "Credit Hour" means 12.5 hours of instruction per academic term. This will be consistent with
28 NYSED regulations.
- 29 vi. "Equivalent Lecture Hour(s)" or "ELH" is the number of contact hours per week for traditional
30 lecture, laboratory, studio, and field courses. For blended and online courses, ELH is the greater
31 of the contact hours or the Credit Hours
- 32 vii. "Institute" means the New York Institute of Technology.
- 33 viii. "President" means the President of the Institute.
- 34 ix. "Provost" means the Provost and Vice President for Academic Affairs.

- 1 x. "SHP Vice President" means the Vice President for Health Sciences and Medical Affairs.
- 2 xi. "Dean" means administrative and academic leader of an academic unit encompassing a single or
3 several disciplines.
- 4 xii. "Regular full-time members of the instructional and research faculty" in a presently established
5 academic school means all persons represented for purposes of collective bargaining by the
6 AAUP, as defined in Article II (Recognition) of the Agreement, who teach and/or do research and
7 who are not regular part-time members of the faculty.
- 8 xiii. "Regular part-time members of the instructional and research faculty" means all persons
9 represented for purposes of collective bargaining by the AAUP, as defined in Article II
10 (Recognition) of this Agreement, who teach and/or do research and who are not regular
11 full-time members of the instructional and research faculty or members of the academic staff,
12 and who have taught a minimum of 12 ELH per academic year at the Institute for three (3)
13 consecutive years or more. For purposes of this section, a year is defined as the twelve-month
14 period between September 1 and August 31.
- 15 xiv. "Faculty" means all regular full-time and regular part-time members of the instructional and
16 research faculty.
- 17 xv. "Regular full-time members of the academic-ranked professional staff" means all persons
18 represented for purposes of collective bargaining by the AAUP, as defined in Article II
19 (Recognition) of this Agreement, including members of the professional staff of the Library, of
20 the Admissions Office, of the Counseling and Wellness Centers, and of the HEOP offices who are
21 not regular full-time or regular part-time members of the instructional and research faculty and
22 who are not regular part-time members of the academic-ranked professional staff.
- 23 xvi. "Regular part-time members of the academic-ranked professional staff" means all persons
24 represented for purposes of collective bargaining by the AAUP, as defined in Article II
25 (Recognition) of this Agreement, including members of the professional staff of the Library, of
26 the Admissions Office and the Counseling and Wellness Centers who are not regular full-time or
27 regular part-time members of the instructional and research faculty and who are not regular
28 full-time members of the academic-ranked professional staff, and who have worked an average
29 of fifteen (15) hours per week at the Institute for three (3) consecutive years or more. For
30 purposes of this section, a year is defined as the twelve-month period between September 1
31 and August 31.
- 32 xvii. "Professional Staff" means all regular full-time and regular part-time members of the academic
33 ranked professional staff.
- 34 xviii. Research center staff who do not hold faculty rank shall be excluded from this bargaining unit.
- 35 xix. NYIT faculty with visiting titles, faculty and staff of the New York Institute of Technology College
36 of Osteopathic Medicine, and the faculty and staff of the Vocational Independence Program are
37 excluded from this bargaining unit.
- 38 xx. "Continuous service" means teaching a full load during both the fall and spring semesters of
39 each academic year counted. Sabbatical leaves and authorized leaves of absence are credited
40 toward continuous service.
- 41 xxi. "Distributed Learning" refers to courses taught by synchronous audio/visual linkage and
42 asynchronous web-based computer conferencing, as defined below:

- 1 1) “Synchronous Audio/Visual Linkage” refers to any instructional delivery method that
2 uses synchronous audio/video equipment to link an NYIT instructor to other NYIT
3 instructional sites.
- 4 2) “Asynchronous Web-based Computer Conferencing” refers to any instructional delivery
5 method that uses asynchronous communication methods, including, but not limited to,
6 commercial web-based course programming, web-sites, e-mail, and any other
7 asynchronous technology.
- 8 xxii. “NYIT campuses” refers to the two main campuses of New York Institute of Technology located
9 at Old Westbury (Long Island) and Manhattan (New York City) in New York State.
- 10 xxiii. “School” includes the College of Arts and Sciences and the College of Engineering & Computing
11 Sciences.
- 12 xxiv. “Course” refers to any course offered for credit or otherwise required for an NYIT degree.
- 13 xxv. A “sending site” is the location from which a faculty member teaches a Distributed Learning
14 course.
- 15 xxvi. A “receiving site” is any location at which students taking the Distributed Learning course may
16 be located.

ARTICLE II - RECOGNITION

17 The Institute recognizes the AAUP as the collective bargaining representative for all full-time and regular
18 part-time members of the instructional and research faculty in the presently established academic
19 schools in the various ranks of instructor, assistant professor, associate professor, professor, chair,
20 professional staff specialists and related adjunct titles, including the members of the professional staff
21 of the Library, of the Admissions Office, of the Counseling and Wellness Centers, and of the HEOP offices
22 who hold such faculty rank (including HEOP counselors and HEOP assistant directors, and counselors and
23 assistant directors/counselors in the Admissions Office and Counseling and Wellness Centers), employed
24 by New York Institute of Technology at its campuses located at Nassau County, Suffolk County, and New
25 York County, excluding those members of the faculty whose primary functions are administrative and
26 supervisory, such as the President, Vice Presidents, Deans, Directors, Associate Directors and Assistant
27 Directors, office clerical employees, technical, service, maintenance and operations employees, research
28 center staff who do not hold faculty rank, and all other job classifications.

ARTICLE III - INSTITUTE RIGHTS

29 The AAUP recognizes the right of the Institute, through its Board of Trustees and its duly designated
30 representatives, to direct the faculty and to direct and control the operation and administration of the
31 Institute, to introduce new or improved methods, techniques, and programs of teaching, and in all
32 respects to carry out the ordinary and customary functions of management, and to establish and
33 maintain reasonable operating rules and regulations concerning collective bargaining unit members.

ARTICLE IV - AAUP RIGHTS

- 34 1. The AAUP shall have the right to conduct official AAUP business such as meetings and
35 conferences on the property of the Institute at reasonable times, provided that this will not
36 interfere with or interrupt normal Institute operations.

- 1 2. The AAUP shall have the right to use reasonably the Institute's facilities, equipment, and
2 services. Reasonable office space will be provided for the Joint Council to conduct its official
3 business at each campus.
- 4 3. The AAUP shall have the right to use certain existing bulletin boards for the publication of
5 official notices of AAUP activities.
- 6 4. The AAUP will be provided one reserved parking spot in the Salten Hall lot, or if the AAUP office
7 moves, in an available location reasonably near to the AAUP office.
- 8 5. The President of each AAUP Chapter (Manhattan and Old Westbury will be relieved of three (3)
9 ELH per semester from his/her normal teaching schedule. In addition, the AAUP shall be entitled
10 to purchase up to 24 ELH of release time, per year, to be allocated as it sees fit provided the
11 assignment complies with the requirements of Article X 1.d. (7). Any unused ELH will be carried
12 over for use in the following year.
- 13 6. Anytime the Institute seeks to meet with a bargaining unit member to conduct an investigation
14 that could lead to disciplinary action of that bargaining unit member, and not otherwise, it shall
15 advise the bargaining unit member that he or she has the right to union representation. In
16 addition, the Institute shall notify the Union of the time and place for such a meeting at least
17 two days in advance of the meeting.

ARTICLE V - CHAPTER MEMBERSHIP

- 18 1. As a condition of continued employment, all members of the bargaining unit who are members
19 of the Chapter on the effective date of this Agreement or on the date of execution of this
20 Agreement, whichever is later, shall remain members of the Chapter in good standing.
- 21 2. As a condition of continued employment, on or after the thirty-first (31st) day following the date
22 of execution of this Agreement, or the commencement of employment, whichever is later, all
23 members of the bargaining unit who are not members of the Chapter and all members of the
24 bargaining unit employed thereafter shall become and remain members of the Chapter in good
25 standing, except that any member of the bargaining unit who objects, for reasons of conscience,
26 to becoming a member of the Chapter shall not be required to become a member of the
27 Chapter if he/she so informs the President of his/her Chapter, in writing, on or before the
28 thirtieth (30th) day following the date of execution of this Agreement, or the commencement of
29 employment, whichever is later, provided that a bargaining unit member who does not become
30 a Chapter member shall make a contribution ("alternative charitable contribution") in an
31 amount equal to the dues payment made by a Chapter member to a charitable organization
32 from a list of such organizations provided by the Chapter or other charity mutually agreed to by
33 the Chapter and the bargaining unit member. A copy of the written objection shall be sent to
34 the Institute by the President of the Chapter.

ARTICLE VI - DEDUCTION OF PROFESSIONAL DUES, FEES, AND ASSESSMENTS

- 35 1. Upon appropriate written authorization, the Institute agrees to deduct the dues, fees, and
36 assessments of members of the Chapter levied in accordance with the Constitution and By-Laws
37 of the Chapter or alternative charitable contribution in the amount certified by the Treasurer of

1 the AAUP from the salary paid to each member of the bargaining unit. It is the responsibility of
 2 the Chapter to obtain such written authorization forms from the members.

3 2. Authorized deductions of dues, fees, assessments, and/or alternative charitable contribution
 4 shall be made from each payroll check and within ten (10) days thereafter, these deductions
 5 shall be remitted to the Treasurer of the AAUP or appropriate charity. Both AAUP Chapter
 6 Presidents shall be furnished with a list of names of those members of the bargaining unit, if
 7 any, for whom dues, fees, and/or assessments have not been deducted.

8 3. The AAUP shall hold the Institute harmless in the event of litigation involving the applicability
 9 and/or enforcement of Article V and/or Article VI, and shall share equally in the cost of any such
 10 litigation and cost of any claims that may result, including costs of the counsel for the Institute.

ARTICLE VII - GUARANTEE OF RIGHTS

11 1) There shall be no discrimination against any faculty member or member of the professional staff
 12 or against any applicant for a faculty position or for a position on the professional staff on the
 13 grounds of race, creed, marital status, color, gender, disability, religion, age, national origin,
 14 AAUP activity, sexual preference, or affectional preference as defined in the applicable Federal
 15 and State laws.

16 2) All existing personnel policies, practices, benefits and working conditions of the Institute or any
 17 portion thereof, known to the Institute, written or unwritten, applicable to members of the
 18 bargaining unit shall be continued in effect unless in conflict with this Agreement as now
 19 existing or as amended by subsequent agreement between the parties. In the event of such
 20 conflict, the Agreement shall prevail.

ARTICLE VIII - SALARIES

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

Year 1	Year 2	Year 3	Year 4	Year 5
2% lump sum payment on the salary in effect on August 31, 2017 to be provided in September 2017	1.5% lump sum payment on the salary in effect on August 31, 2018 to be provided in September 2018	1.25% lump sum payment on the salary in effect on August 31, 2019 to be provided in September 2019	2% increase to base on the salary in effect on August 31, 2020 to be provided in September 2020	2% increase to base on the salary in effect on August 31, 2021 to be provided in September 2021
1% increase to base, with minimum of \$1,000, effective March 1, 2018	1.5% increase to base effective March 1, 2019	1.75% increase to base effective March 1, 2020	1% increase to base effective March 1, 2021	1% increase to base effective March 1, 2022
\$250,000 to be divided among all AAUP at NYIT members equally.	\$250,000 to be divided among all AAUP at NYIT members equally.	\$250,000 to be divided among all AAUP at NYIT members equally.	\$250,000 to be divided among all AAUP at NYIT members equally.	\$250,000 to be divided among all AAUP at NYIT members equally.

1 **2. Annual Stipend**

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

5 **3. Additional Compensation**

- 6 a. Effective September 1, 2017, for each academic year commencing September 1, 2017, and
7 September 1, 2018, if gross tuition and fee revenue (including tuition and fee revenue from the
8 medical school) (“Gross Tuition Revenue”), as determined by a comparison of Audited Reports
9 of the University for that academic year commencing September 1 with the preceding academic
10 year, increases by 3.000%, a pool equivalent to 1.0% of total base salaries of full time AAUP
11 members as of August 31 of the preceding academic year of all AAUP members will be made
12 available for distribution equally among active full time AAUP members by March 1, of the next
13 academic year. For each 1.000% over and above 3.000%, the additional dollars contributed to
14 the pool will be increased by 0.5% of total base salaries of all AAUP members. For example, if
15 Gross Tuition and Fees Revenue increases by 4.025% for the 2017-18 academic year over the
16 2016-17 academic year, then a pool equivalent to 1.5% of total full time AAUP member base
17 salaries as of August 31, 2017 will be made available for distribution by March 1, 2019.
- 18 b. For each academic year commencing September 1, 2019, and September 1, 2020, and
19 September 1, 2021, if Gross Tuition Revenue, as determined by a comparison of Audited Reports
20 of the University for that academic year commencing September 1 with the preceding academic
21 year, increases by 3.000%, a pool equivalent to 1.5% of total base salaries of full time AAUP
22 members as of August 31 of the preceding academic year of all AAUP members will be made
23 available for distribution equally among active AAUP members by March 1, of the next academic
24 year. For each 1.000% over and above 3.000%, the additional dollars contributed to the pool
25 will be increased by 0.5% of total base salaries of all full time AAUP members.
- 26 c. Additionally, effective September 1, 2020, if the net tuition revenue (gross tuition and fees less
27 scholarships and fellowships as reported in the Audited financial statements) (“Net Tuition
28 Revenue”) increases an average of 3.000% per year for each of fiscal years 2018, 2019 and 2020
29 as compared to each of their preceding years, all full time AAUP members will receive an
30 increase, effective March 1, 2021, of 0.75% in base pay in effect on August 31, 2020. For each
31 1.000% over and above 3.000%, the base pay of each full time AAUP member will be increased,
32 effective March 1, 2021, by an additional 0.25% of the salary in effect on August 31, 2020.
33 These payments shall be determined by a comparison of audited financial reports of relevant
34 prior years by the university no later than January 15, 2021. For example, if the year to year Net
35 Tuition Revenue increase from FY 2017 to FY 2018 is 4.150%, the increase from FY 2018 to FY
36 2019 is 2.750%, and the increase from FY 2019 to FY 2020 is 3.100%, then the average increase
37 is 3.333%, and an additional base pay increase of 0.75% of the salary in effect on August 31,
38 2020 will go into effect on March 1, 2021.
- 39 d. Effective September 1, 2023, if the Net Tuition Revenue increases an average of 3.000% per year
40 for each of fiscal years 2021, 2022 and 2023 as compared to each of their preceding years, all
41 full time AAUP members will receive an increase, effective March 1, 2024, of 0.75% in base pay
42 in effect on August 31, 2023. For each 1.000% over and above 3.000%, the base pay of each full
43 time AAUP member will be increased, effective March 1, 2024, by an additional 0.25% of the

salary in effect on August 31, 2023. These payments shall be determined by a comparison of audited financial reports of relevant prior years by the university no later than January 15, 2024.

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

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:

	Minimum Undergraduate and Graduate Adjunct and Overload Salary Rates (for Faculty Members When Teaching)				
Rank	9/1/17	9/1/18	9/1/19	9/1/20	9/1/21
Professor	\$85.50	\$87.50	\$89.50	\$91.50	\$93.50
Associate Professor	\$83.50	\$85.50	\$87.50	\$89.50	\$91.50
Assistant Professor	\$80.50	\$82.50	\$84.50	\$86.50	\$88.50
Instructor	\$77.50	\$79.50	\$81.50	\$83.50	\$85.50

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

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:

	Hourly Rates for: (1) Part-Time Professional Staff, (2) Overload for Full-Time Professional Staff, and (3) Faculty Members When Not Teaching				
Rank	9/1/17	9/1/18	9/1/19	9/1/20	9/1/21
Professor (or equivalent)	\$42.75	\$43.75	\$44.75	\$45.75	\$46.75
Associate Professor (or equivalent)	\$41.75	\$42.75	\$43.75	\$44.75	\$45.75
Assistant Professor (or equivalent)	\$40.25	\$41.25	\$42.25	\$43.25	\$44.25
Instructor (or equivalent)	\$38.75	\$39.75	\$40.75	\$41.75	\$42.75

1 **6. Challenge Examinations**

2 Faculty who prepare, administer and grade challenge exams shall receive one-third of the Challenge
3 Exam Fee paid for such exams.

4 **7. Promotional Increment**

- 5 a. Any full-time faculty or professional staff member receiving a promotion to Professor (or
6 Librarian IV or Counselor IV) shall receive an increment of \$10,000 in addition to any other
7 increment provided herein.
- 8 b. Any full-time faculty or professional staff member receiving a promotion to Associate Professor
9 or Assistant Professor (or their equivalents) shall receive an increment of \$7,000 in addition to
10 any other increment provided herein.

11 **8. Honorary Ranks**

12 Effective September 1, 2017, the honorary ranks of Distinguished Professor and University Professor
13 shall be established, with the complement of full-time faculty in each rank not to exceed three (3)
14 per annum, and with service by a faculty member in each rank not to exceed three (3) academic
15 years. The President shall appoint the faculty who shall serve in those ranks in the succeeding
16 academic year on or before May 31 of each academic year, with the faculty member serving in those
17 positions receiving a stipend of \$10,000 per annum during the appointment.

18 **9. Order of Salary Increases**

19 AAUP members shall receive their salary increases in the following order:

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

22 **10. Two-Campus Work Assignments**

23 Any faculty or professional staff member assigned to two or more campuses on the same day shall
24 receive \$60.00 for each such day in lieu of expenses, subject to any tax withholdings required by IRS
25 regulations.

ARTICLE IX - FRINGE BENEFITS AND LEAVES

26 **1. Holidays**

27 The following are paid holidays:

28 New Year's Eve	Memorial Day	Thanksgiving Friday
29 New Year's Day	Independence Day	Christmas Eve
30 Martin Luther King Jr.'s Birthday	Labor Day	Christmas Day
31 Presidents' Day	Thanksgiving Day	

1 The Holiday Schedule will be reevaluated annually to coincide with the academic calendar. In
2 addition to the above specified holidays, four (4) additional days will be designated as holidays
3 during the calendar year. The parties agree that no individual shall be discriminated against in
4 connection with the observance of a religious holiday. If an instructor misses any classes due to a
5 religious holiday or because classes are cancelled due to inclement weather, and if a make-up class
6 is not possible, the instructor will give the students an out of class assignment to cover the material
7 missed during the absence.

8 **2. Tuition Remission**

- 9 a. All full-time members of the faculty and professional staff, their spouses, and/or dependent
10 children shall be entitled to full tuition remission at NYIT, for regularly scheduled courses,
11 exclusive of those courses indicated in 3.e. below, immediately upon employment. All fees,
12 including laboratory fees, books, and/or other costs associated with attending classes under the
13 tuition remission program are the responsibility of the faculty or professional staff member and
14 eligible dependents.
- 15 b. Upon termination of employment, tuition remission shall be pro-rated accordingly, except as
16 outlined in 3.c., below.
- 17 c. In addition to the existing tuition remission program, retired members of the faculty or
18 professional staff and the dependent children and spouses of deceased, retired, or totally
19 disabled tenured faculty, or professional staff, shall be entitled to all tuition remission benefits
20 available to the dependent children and spouses of active full-time faculty and professional
21 staff.
- 22 d. Dependent children who receive full tuition remission shall make application to all New York
23 State and Federal awards or scholarships to the end that the amounts received from these
24 awards and/or scholarships inure to the benefit of the Institute. Applications are available in
25 the Financial Aid Office.
- 26 e. Tuition remission does not apply to New York Institute of Technology College of Osteopathic
27 Medicine or noncredit courses, except for noncredit courses in which space is available for the
28 individual at the first class meeting. In that case, if the college is required to pay additional
29 compensation to the faculty member teaching the course, then the individual will pay only that
30 additional compensation, instead of paying the regular tuition for the course.

31 **3. Health Care Benefits Parity**

32 In the event that NYIT elects to provide health care benefits (i.e. medical, dental and vision plan
33 benefits) generally to the non-AAUP staff (including, without limitation NYIT administrative staff)
34 which are more favorable to the employee than the benefits provided under the AAUP CBA, then,
35 no less that ninety (90) days prior to implementation, NYIT will provide the AAUP notice of the
36 change and the option of having such change(s) apply to AAUP members as well.

37 **4. Medical Insurance (Active Members)**

- 38 a. Full-time faculty and professional staff members are eligible to apply for membership in the
39 group insurance plan offered by the Institute. Coverage under the plan shall become effective
40 on the first of the month following sixty (60) days of employment. Eligible individuals include

1 full-time employees and their spouse and children age 26 or younger unless the child has
2 coverage available from their employer (children are eligible until the end of the month they
3 reach age 26).

4 b. Out-of-network mammograms will be covered regardless of the reason for the mammogram.

5 c. Effective January 1, 2018, NYIT will offer the health insurance plans described below:

6 **1) High Deductible Plan with a Health Savings Account (HD/HSA)**

7 The HD/HSA provides comprehensive, in and out-of-network coverage. Employees are required
8 to make contributions to the cost of premiums for this coverage equal to 5% of the annual CE
9 rate as set each year. The member's contributions are paid through regular pre-tax payroll
10 deductions. This plan has annual deductibles for both in-network and out-of-network services
11 as set forth on Appendix A hereto. The deductible applies to a variety of expenses, including lab
12 and x-ray expenses, outpatient and inpatient surgery and hospital expenses. Additional plan
13 features of the HD/HSA, including co-payment schedules, out-of-pocket maxima, pharmacy
14 services and mental health services are outline in the Summary of NYIT Medical Plans chart in
15 Appendix A of this document and the Summary Plan Description located on the NYIT website.

16 The Health Savings Account (HSA) will be funded by NYIT according to the following schedule:

17 In year 1 NYIT will make an initial deposit of \$500.00 plus \$750 for Employee only, \$1500 for
18 Employee and one dependent, \$2400 for Employee and Family.

19 In years 2 through 5 NYIT will contribute \$750 for Employee only, \$1500 for Employee and one
20 dependent, \$2400 for Employee and Family.

21 The employee will have the opportunity to make additional contributions according to the
22 guidelines available in the office of Human Resources.

23 For employees who are enrolled in Medicare Part A and wish to participate in the High
24 Deductible plan, NYIT will establish an HRA with contributions by NYIT as stated above.
25 Employees may NOT contribute to an HRA but may contribute to a Flexible Savings Account
26 (FSA). – See Section 8 below.

27 **2) Premier Plan**

28 The Premier Plan provides comprehensive, in-network only coverage. Employees are required
29 to make contributions to the cost of premiums for this coverage equal to 15% of the annual CE
30 rate for 2018, 2019, and 2020. For the years 2021 and 2022, the employee contribution will be
31 equal to 17% and 18% respectively of the annual CE rate as set each year. The member's
32 contributions are paid through regular pre-tax payroll deductions. Additional plan features of
33 the Premier Plan, including co-payment schedules, out-of-pocket maxima, pharmacy services
34 and mental health services are outline in the Summary of NYIT Medical Plans chart in Appendix
35 A of this document and the Summary Plan Description located on the NYIT website.

36 **3) Out-Of-Network Plan**

37 The Out-of-Network Plan provides comprehensive, in and out-of-network coverage. Employees
38 who select the Choice Plus Out-of-Network plan are required to make contributions to the cost
39 of premiums for this coverage equal to 20% of the annual CE rate for the years 2018, 2019, and
40 2020. During the years 2021 and 2022, the employee contribution will be equal to 25% of the

1 annual CE rate as set each year. The member’s contributions are paid through regular pre-tax
2 payroll deductions. This plan has an annual deductible for non-network benefits of \$800 per
3 covered person per calendar year, not to exceed \$1600 for all covered persons in a family. The
4 deductible applies to the covered expenses incurred by utilizing non-network providers that are
5 not in excess of “usual and customary” fees. Additional plan features of the Out-of-Network
6 Plan, including co-payment schedules, out-of-pocket maxima, pharmacy services and mental
7 health services are outline in the Summary of NYIT Medical Plans chart in Appendix A of this
8 document and the Summary Plan Description located on the NYIT website.

- 9 d. Each fall, members will be required to select the health insurance coverage they desire for the
10 subsequent calendar year. Absent extenuating circumstances, if the member fails to submit a
11 timely election form for the year commencing January 1, 2018, the member will be enrolled in
12 the High Deductible/Health Savings Account Plan, and for subsequent years, she/he will be
13 enrolled in the same plan under which she/he was covered in the prior year. Changes in plan
14 coverage may only be made annually during Fall enrollment period, except in the case of
15 qualified life events during the course of the year.
- 16 e. Bargaining unit members who can provide proof that they have health insurance coverage from
17 another source may elect to waive all health insurance provided by NYIT. Members must notify
18 NYIT of their desire to waive health insurance coverage during the annual open enrollment
19 period preceding the year for which they wish to waive benefits. Members who waive all health
20 insurance coverage will be entitled to be paid \$3,500 a year pro-rated and paid each pay period.
21 In the event the member becomes ineligible for the health insurance provided by another
22 source after the calendar year has commenced, she/he may rejoin the NYIT health insurance
23 plan as of the date she/he loses the other source of coverage, and the opt-out payment will be
24 pro-rated accordingly. The election to waive coverage will not automatically continue from year
25 to year, it must be made each year.
- 26 f. A bargaining unit member who dies or becomes totally disabled while still employed, and who
27 qualifies for retirement as set forth in paragraphs 6.a below, will be treated for all purposes as if
28 she/he had retired.
- 29 g. If a bargaining unit member dies while still employed, medical and/or medical and dental
30 insurance coverage for the employee’s dependents will be extended for a six-month period
31 following the employee’s death. This coverage, which will be provided at no cost, will end on the
32 last day of the month of the six-month anniversary of the employee’s death. At the conclusion
33 of this six-month period, the dependents will be offered the option to continue their benefits
34 under COBRA.

35 **5. Retiree Email**

36 AAUP members who retire will retain their NYIT email address, and will be instructed on how to migrate
37 their email account to the Gmail server.

38 **6. Retiree Health Care Benefit**

- 39 a. NYIT will reimburse an employee currently retired, or eligible to retire (after fifteen (15) years of
40 service at NYIT and Medicare eligible), for the cost of a Medicare Supplement medical plan
41 and/or a Medicare Part D prescription drug plan for a period of up to ten (10) years from the
42 date of retirement, with a maximum payment of three thousand dollars (\$3,000) per annum

1 (\$250 per month). This subsidy is available to purchase a program for the retiree as well as
2 eligible spouses and dependents. No employees hired after September 1, 2013 are entitled to a
3 retiree health care benefit.

- 4 b. Employees who are currently retired or who retire after September 1, 2012, and who were hired
5 before September 1, 2013 and meet the retirement eligibility criteria (15 years of service and
6 Medicare-eligible), will have the option of electing the following in lieu of the subsidy program
7 outlined in paragraph 6.a above: NYIT will establish a Retiree Reimbursement Arrangement
8 (RRA) account for the retiree, which NYIT will fund up to a lifetime cap of ten thousand dollars
9 (\$10,000), with the funds available for use by the retiree at any time for documented medical
10 expenses allowed by IRS Code Section 213(d) – Eligible Medical Expenses for these types of
11 accounts.

12 7. Dental Plan

- 13 a. The Group Dental Insurance Plan presently in effect, or one substantially equivalent, shall be
14 retained. The plan provides covered services, after the satisfaction of a \$50 individual/\$100
15 family deductible, as follows: 100% of reasonable and customary fees for preventive
16 treatments; 80% of reasonable and customary fees for general dental expenses which includes
17 extractions, oral surgery, root canal, periodontal treatment, fillings, and the like; 60% of
18 reasonable and customary fees for services needed to replace one or more natural teeth which
19 are lost while the benefits are in effect; and 50% of reasonable and customary fees for
20 orthodontic services. All reimbursements are limited to an annual maximum of \$5,000 per
21 covered family member. A complete plan outline is contained in the Summary Plan Description
22 available on the NYIT website, and the AAUP office.
- 23 b. Full-time faculty and professional staff become eligible to participate in the Dental Plan the first
24 of the month following one year of full-time employment.
- 25 c. The cost of the Dental Insurance for the employee and his/her eligible dependents will be
26 covered by the Institute. Dependents between the ages of 19 and 25 who are full-time students
27 remain eligible for coverage under the family Dental Plan.
- 28 d. The Preferred Dental Provider (PDP) Program is a voluntary program which provides interested
29 members with the names of area dentists who have agreed to accept lower, negotiated fees.
30 The lower fees provide an incentive to interested members to use the services of a dentist who
31 participates in the Preferred Dental Provider Program. Plan benefits will not be altered in any
32 way due to a member's lack of participation in the PDP Program.

33 8. Flexible Spending Account (FSA)

34 A Flexible Spending Account (FSA) benefit program is available to all bargaining unit members
35 (except that members enrolled in an HSA may only enroll in the dependent care FSA, not the
36 healthcare FSA). This program provides the opportunity to pay for certain health care, dental care,
37 eye care, transportation, adult care, and child care expenses with pre-tax dollars. Employees are
38 permitted to use pre-tax dollars to pay for any expenses permitted by the Internal Revenue Code.
39 The employee contributes to the FSA through a pre-tax payroll reduction. Deductions are made for
40 equal amounts per paycheck; the minimum contribution is \$480 per calendar year. Employees may
41 make the maximum contribution for each expense allowed by law. For the health care FSA (but not
42 the dependent care FSA), the employee may elect to receive reimbursement through the automatic

1 reimbursement system or by submitting a FSA claim to the plan carrier. For an outline of the eligible
2 expenses and additional information, please refer to the Summary Plan Description located on the
3 NYIT website. NYIT will make flex debit cards available to all participants in the healthcare FSA.

4 **9. Sick Leave**

- 5 a. Full-time faculty, librarians, and professional staff shall earn one paid sick leave day for each
6 month of employment in an active status. Full-time employees will be deemed on “active
7 status” for twelve (12) months of the year, including winter and summer breaks between terms.
8 However, “active status” will not, for this purpose, include any time on a medical or other leave
9 of absence.
- 10 b. Employees who retire after twenty (20) years of continuous employment shall be entitled to
11 receive one-half (½) of their accumulated unused sick leave, not to exceed forty-five days. For
12 purposes of this Paragraph b. a day of sick leave shall be calculated at the rate of 1/190th of the
13 employee's salary. If a retirement-eligible employee dies while in service to NYIT, his/her
14 spouse shall receive unused sick pay up to that amount allowable had the employee retired.
- 15 c. Paid sick leave shall be determined by the Institute by a review of time records submitted
16 monthly by each member of the bargaining unit or by the Chair or department head of the
17 member. Updated files will be maintained in the Payroll Office.
- 18 d. NYIT may require bargaining unit members who are absent due to illness or injury for longer
19 than one week to submit proof of illness to the Office of Human Resources. NYIT may also
20 require employees who are out for six months or transitioning to long term disability to have a
21 case review or be examined by independent medical providers selected by NYIT.
- 22 e. Beginning on September 1, 2002, full-time bargaining unit members are entitled to accrue sick
23 leave up to a maximum 180 days. Any individual who has already accrued sick leave in excess of
24 180 days as of the foregoing date, will retain that excess amount. However, that individual will
25 not accrue any additional sick leave in excess of 180 days. A faculty member will not be
26 required to use sick leave if he/she becomes capable of returning to work after the semester
27 commences if NYIT elects not to assign him/her to teach or perform other duties, appropriate to
28 his/her qualifications and responsibilities for that semester.
- 29 f. If the illness of a bargaining unit member extends beyond six (6) months, he/she will be placed
30 on long-term disability. During any period of long-term disability, a bargaining unit member
31 must use accrued sick time to supplement disability payments. Any sick time used in this
32 fashion shall be subtracted from the sick leave available on retirement. The positions of tenured
33 faculty members and professional staff with seven or more years of service will be held open
34 until they are able to resume their full duties (or other duties appropriate to his/her
35 qualifications and responsibilities for that semester), have been on a combined sick leave for a
36 period of eighteen (18) months, or until they inform the Administration of their intention not to
37 return, whichever is earlier. A faculty member may seek a waiver of this provision for good
38 cause shown. A faculty member may not be terminated under this provision until he/she has
39 used all of his/her sick leave. A faculty member terminated under this provision will have
40 priority for any open positions in his/her field. The positions of untenured faculty members on
41 term contracts and professional staff with less than seven years of service will be held open for
42 the terms of their contracts, but no longer than eighteen (18) months.

- 1 g. The use of sick time for faculty members shall be calculated as follows:
2 For the fall semester: fifty-six (56) teaching days plus two (2) administrative days during the
3 week before classes start.
4 For the spring semester sixty (60) teaching days plus two (2) administrative days during the
5 week before classes start.
6 No sick days shall be charged in excess of one-hundred and twenty (120) days for an academic
7 year.

8 **10. Short-Term Disability Benefits**

- 9 a. Short-term disability benefits are provided in compliance with New York State law, to replace, in
10 part, salary lost due to illness or injury sustained off the job. Absences from work of more than
11 seven (7) calendar days due to illness or injury should be promptly reported to the Office of
12 Human Resources and a Disability Benefits Claim form must be completed by the employee and
13 by his/her physician. The claim form with both the employee and physician sections completed
14 must be returned to the Office of Human Resources for processing.
- 15 b. Benefits are payable beginning with the eighth consecutive day of absence due to illness or
16 injury. The employee (or NYIT if the employee is receiving his or her full salary) will receive
17 statutory benefits amounting to 50% of the average weekly wages (based on the last eight
18 weeks of employment), with a maximum as set forth by New York State law, for a maximum of
19 26 weeks. An employee may not receive more than 26 weeks of benefits during any 52
20 consecutive weeks, regardless of the number of periods of short-term disability he/she may
21 have during this period.
- 22 c. Members must use any accrued sick time during a sick leave. If a member (or NYIT) is receiving
23 state disability benefits, the accrued sick or vacation time will be used to supplement the
24 disability payments up to the member's base rate of pay.
- 25 d. Claims for Short-Term Disability Insurance benefits must be filed within thirty (30) days of the
26 onset of illness or injury. If the employee does not file, NYIT will retroactively charge sick or
27 vacation time from the first day the employee was out until the sick or vacation time is
28 exhausted.

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

30 Long-term disability insurance benefits ("LTD Benefits") in the amount of 66.66% of the member's
31 total monthly base salary with a maximum payment of \$7,000 per month, as described in the
32 Summary Plan Description on the NYIT website, and available in the AAUP office, are available for
33 those members who are disabled for six months and who satisfy the insurance carrier's disability
34 determination. Members are eligible for this insurance effective the first of the month following
35 one complete year of employment.

36 Effective November 1, 2018, the maximum payment per month shall be increased from \$7,000 to
37 \$10,000, with all other provisions remaining in effect. For clarification, the new maximum will apply
38 to any employee who qualifies for LTD Benefits and whose first day of disability was on or
39 after November 1, 2018. Eligible employees who anticipate that their disability will last for longer
40 than six months must apply for LTD Benefits. During any period of long-term disability, a bargaining

1 unit member must use accrued sick time to supplement disability payments not to exceed the
2 member's base rate of pay. Any sick time used in this fashion shall be subtracted from the sick leave
3 available on retirement.

4 **12. Bereavement Days**

5 Five (5) days following the death of an immediate family member, defined for this purpose as a
6 spouse, child, parent, or sibling. Three (3) days following the death of a grandparent or parent-in-
7 law.

8 **13. Leave of Absence**

9 A full-time member of the bargaining unit may take a leave of absence of one year because of
10 his/her own serious illness, to care for a family member who is seriously ill or to care for a newborn
11 or adopted child. Family member shall include parent, legal custodian, child, grandchild (as long as
12 the grandparent is the primary care giver) and spouse. This leave will run concurrently with any
13 state or federal leave such as those required by the Family Medical Leave Act, and those associated
14 with a short or long term disability. An untenured faculty member who takes a leave of absence for
15 one semester or more may extend his/her probationary period for up to one year. A leave may be
16 extended beyond one year at the discretion of the President. During the first twelve weeks of the
17 leave, the member's health insurance will be continued on the same terms and conditions as existed
18 prior to the leave. After the first twelve weeks of leave, the member may elect to continue his/her
19 health insurance at his/her own expense. If the member fails to exercise his/her rights to
20 reinstatement at the expiration of the leave, it will constitute a voluntary resignation without cause.

21 **14. Discretionary Unpaid Leave of Absence**

22 Full-time members of the bargaining unit may request an unpaid leave of absence, subject to the
23 reasonable needs of the department and the approval of the Dean, the Provost or the SHP Vice
24 President (as applicable), and the President. Time on leave shall not accrue to any benefit or
25 privilege deriving from the accumulated service. Faculty members on an unpaid leave of absence
26 will not be subject to limitations on outside employment, except that they may not teach at any
27 other educational institution without the explicit permission of the President or his/her designee.
28 Permission may be withheld only where the other institution has as its purpose or organizational
29 structure elements that are inconsistent with the interests of NYIT. Leaves of absence may be
30 renewed at the discretion of the President for a period of one additional academic year. While on
31 leave, faculty may continue their fringe benefits at no cost to NYIT. The benefits provided by this
32 section shall be in addition to those to which a faculty member may be entitled under the Family
33 Medical Leave Act or the Americans with Disabilities Act. Requests for leave must be made no later
34 than April 1 of the preceding year – absent extenuating circumstances.

35 **15. Life Insurance**

36 All full-time faculty and professional staff shall receive life and accidental death and dismemberment
37 insurance through TIAA or an equivalent program. The cost of providing such insurance shall be
38 borne by the Institute. The amount of this insurance shall be equal to twice the base salary of the
39 member to a maximum of \$225,000 to age 60. The amount of insurance in effect at age sixty (60)

1 will then be reduced by thirty-five (35) percent to a maximum of \$146,250, until age 65. At age 65
2 the amount of life insurance will be reduced by 50% to a maximum of \$112,500, until age 70. At age
3 70 the amount of life insurance will be reduced by 65% to a maximum of \$78,750. This insurance
4 goes into effect the first of the month following the date of employment, unless the date of
5 employment is the 1st, in which case it will become effective immediately.

6 **16. Retirement Plan**

- 7 a. The Institute offers participation in the TIAA programs. The minimum contribution to be paid by
8 bargaining unit members to TIAA shall be 3% of their base salary. Members may invest in any
9 funds available in the TIAA programs.
- 10 b. Participation is excluded for the first year of employment but is optional after one (1) year of
11 service. During the first year of employment, a new faculty member or professional staff
12 member may participate in the Institute's Group Supplemental Retirement Plan through payroll
13 reduction. Exception: new faculty who were previously employed at any institution of higher
14 education, research organization, or teaching hospital immediately preceding his or her
15 employment at NYIT shall be eligible to participate immediately in the TIAA pension.
- 16 c. Upon completion of one (1) year of continuous service at the Institute and upon reappointment
17 to a second year and for each succeeding year until completion of seven (7) years of continuous
18 service, the Institute shall contribute 7% of the base salary of each member of the bargaining
19 unit participating in the program to the TIAA retirement plan; 8% after seven (7) years of
20 service; 9% after eight (8) years of service; and 10% after nine (9) years of service.
- 21 d. The Institute shall administer but shall not contribute to a salary reduction annuity program
22 whereby full-time members of the bargaining unit may make contributions to such a program
23 up to the maximum permitted by law.
- 24 e. Salary reduction dollars shall be deposited with the retirement plan on a semi-monthly basis.
- 25 f. Notice shall be sent annually by the Institute to each member of the bargaining unit who is not
26 participating in the TIAA programs of the bargaining unit member's eligibility to participate and
27 the provisions of the TIAA programs.
- 28 g. NYIT shall allow members to withdraw accumulated money in a TIAA account, in accordance
29 with NYIT and TIAA policies, if they retire or leave NYIT. In addition, cash withdrawals shall be
30 available before separation from service for participants of age 65 or older to the extent
31 permitted by law. Starting January 1, 2019, the age for cash withdrawals referred to above will
32 be reduced from 65 to 59½.
- 33 h. NYIT shall permit members to borrow money against their Group Supplemental Retirement
34 Account (GSRA) accumulation in accordance with TIAA policies. In addition, NYIT shall permit
35 members to borrow money against their Retirement Account (RA) accumulation (if permitted by
36 TIAA).

37 **17. Workers' Compensation**

38 All members are insured against on-the-job injuries from the date of employment under the New
39 York State Workers' Compensation Insurance program. If a member is accidentally injured on the
40 job resulting in the loss of work time in excess of five (5) days, this coverage will provide weekly

1 benefits. Medical expenses resulting from an on-the-job injury are also covered under the
2 Institute's Workers' Compensation policy. The cost of this insurance is borne by the Institute.

3 On-the-job injuries should be promptly reported, in person or by telephone, to the Office of Human
4 Resources. Failure to do so may result in the forfeiture of benefits.

5 **18. Unemployment Insurance**

6 The Institute is covered under the New York State Unemployment Insurance law. The cost of this
7 insurance is borne by the Institute and protects one in the event that employment with the Institute
8 is terminated due to lack of work, abolishment of position, etc. The New York State Department of
9 Labor determines a separated employee's eligibility for Unemployment Insurance benefits.

10 **19. Travel Accident Insurance**

11 Any employee who must travel on Institute business is entitled to travel accident insurance. Details
12 of this policy are available for review in the Office of the Controller.

13 **20. Early Retirement Plans**

14 NYIT will not offer early retirement programs unless all of the terms and conditions of the offer have
15 been negotiated with and agreed to by the AAUP.

16 **21. Insurance Carriers**

17 So long as equal or superior benefits will be provided to bargaining unit members as those provided
18 under the Collective Bargaining Agreement, including but not limited to coverage, reimbursement
19 rate, deductibles, co-pays, eligibility for participation and contributions to premiums, if any, NYIT
20 reserves the right to change its insurance carrier or carriers or to consolidate any and all insurance
21 plans. Except for the workers' compensation insurance carrier, notice of any change in carriers will
22 be given to the AAUP at least thirty (30) days before it becomes effective. Notice of any change in
23 the workers' compensation carrier will be provided as soon as possible.

24 **22. Jury Duty**

25 a. An individual who is summoned to jury duty shall notify his/her immediate supervisor
26 immediately upon receipt of the notice to serve on a jury. A copy of the jury duty summons and
27 the jury duty release form must be submitted to the Office of Human Resources.

28 b. For a period not to exceed two (2) weeks of the term of jury duty, the Institute shall pay to the
29 full-time member of the faculty or professional staff his/her usual compensation. All jury duty
30 pay received by said member shall be paid over to the Institute's Accounting Department.
31 During said two (2) week period, out-of-pocket expenses incurred while serving on jury duty will
32 be reimbursed to the employee by the Accounting Department.

33 **23. Military Service**

34 a. A faculty or professional staff member called to military duty with a U.S. Reserve or Guard
35 component for a period not exceeding two weeks will be given necessary time off with pay.

1 Clearance for such leave should be made through his/her immediate supervisor and the Provost
2 or the SHP Vice President (as applicable).

3 b. Absence for military service should be indicated on the Faculty/Professional Staff Monthly
4 Attendance Report.

5 c. All other leaves for military service shall be processed in accordance with the provisions of
6 current applicable law.

7 **24. Adjunct Benefits**

8 a. Adjuncts may contribute to the TIAA Group Supplemental Retirement Plan. No contribution will
9 be made by NYIT.

10 b. Adjuncts may purchase health insurance under any of the plans available to full-time faculty at
11 their own expense, at the applicable COBRA rates.

12 c. Adjuncts will be given access to certain NYIT systems, such as MyMail, the Learning
13 Management System and related educational technologies, Google Apps, and Portal access to
14 the Intranet. The foregoing access will be implemented at various times during the length of the
15 new collective bargaining agreement.

ARTICLE X - PARTICIPATION

16 **1. Introduction**

17 It is agreed that the student's campus life is enriched by the presence on campus of professional
18 persons to whom he/she can turn for motivation and guidance as well as instruction. It is further
19 agreed that the optimal educational growth of students is promoted not only by exposure to
20 improved instructional materials reflecting the most recent developments in educational
21 technology, but also by personal contact with members of the faculty and staff. Additionally, the
22 interaction of faculty on campus creates a scholarly community with benefits to all constituencies of
23 the Institute, most importantly, the student body itself. In order to accomplish these objectives, it is
24 agreed that:

25 **a. Faculty Availability**

26 1) Full-time faculty members will not be required to be available for academic assignments for
27 more than four days per week over a time period running from one week before the first
28 day of the Fall term (but no earlier than August 24th) through Commencement in the
29 following calendar year (but no later than nine months after the first day of availability of
30 the previous Fall term). The faculty recognizes the necessity for a timely response to
31 student and departmental needs. The AAUP recognizes the importance of faculty
32 attendance at Commencement. Within the period of faculty availability, instructional
33 and/or research assignments, together with consultative office hours spread over the nine
34 (9)-month academic year, will be undertaken by the faculty on the basis of four (4) days
35 during the weeks when classes are scheduled. In addition, faculty will be available in
36 January for the last four consecutive weekdays before the first day of the Spring term.

37 2) Except for religious reasons or illness, faculty members shall not shorten, lengthen, cancel,
38 add, or reschedule classes. Adherence to Institute policies and procedures concerning such

1 matters as minimum contact hours and the scheduling of class rooms must be observed. A
2 faculty member on full-time appointment has a primary and uncompromisable obligation to
3 the Institute. Outside professional activities, whether gainful or not, cannot be allowed to
4 interfere with one's teaching, scholarly research and other duties in his/her department and
5 the Institute. Full-time faculty members cannot teach at any other educational institution
6 during the Fall or Spring semester, without the explicit prior permission of the President or
7 his or her designee. Permission may be withheld only where a faculty member is teaching
8 full-time at another institution or where the faculty member is part-time at another
9 institution which has as its purpose or organizational structure elements which are
10 inconsistent with the interests of NYIT. In addition, each full-time faculty member may be
11 required to be available for four (4) working days per week for his/her Institute duties and
12 responsibilities. Teaching responsibilities may, but need not be, scheduled for all four days.
13 Faculty members who teach on weekend days as part of their base loads may include those
14 days as a part of their commitment. Except during periods of scheduled recesses in the
15 academic calendar, a full-time faculty member shall not accept any position that could make
16 him/her unavailable for on-campus service.

17 **b. Global Programs**

18 Teaching by New York based faculty in the Global Programs is on a voluntary basis and there
19 may be neither coercion nor discrimination in the assignment of such faculty to these Programs.
20 A list of faculty available and interested in teaching at Global campuses should be composed for
21 each term. While teaching assignments will be made to only those faculty members who
22 volunteer, the college will make an effort to distribute available courses on an equitable basis,
23 insuring that all faculty members have an opportunity to teach in the Global program location
24 for which she/he has volunteered, before faculty who have already taught in that program
25 location are reassigned to that location. Teaching in the Global programs shall be treated as
26 entirely equivalent to teaching at the New York campuses for purposes of promotion,
27 reappointment and tenure. The faculty may determine whether to treat a Global teaching
28 assignment as base load or as over load.

29 **c. Workload Accounting**

- 30 1) All faculty compensated activities, except teaching in the extended education program,
31 administering of challenge, diagnostic and similar exams, short-term work, and summer
32 work, shall be expressed as ELH (adjusted for rank) for the purpose of determining the
33 satisfaction of the base load, workload limit, and adjunct limit requirements.
- 34 2) If a faculty member receives an external grant, the policies of the sponsor and the applicable
35 federal guidelines shall obtain and the ELH conversion requirements will not be applicable.
36 For internal grants, grant supported reassigned time shall not affect overload policies.
- 37 3) In the event that the use of a blended rate to make the conversion required by this
38 provision results in an impermissible overload, and the use of the faculty member's actual
39 overload rate would not, the actual rate will be used. Except as specified herein, the
40 calculation of permissible overload will be done on the basis of the Fall and Spring semester
41 of each academic year.

42 **d. Teaching Load**

- 43 1) **Base Teaching Load.** Recognizing that faculty responsibilities include classroom teaching,
44 classroom preparation, academic advisement and career counseling, accreditation as may

1 be appropriate, departmental and institute committee activities, curriculum revision,
2 innovative educational systems and techniques, et alia, faculty base load will be 21 ELH
3 during the life of this agreement. Effective September 1, 2022, the base teaching load for
4 tenured and tenure-track faculty will be reduced from 21 ELH to 18 ELH.

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

7 12 hours per week per semester

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

9 18 hours per week per semester.

- 10 2) **Maximum Teaching Load.** Full-time faculty members with administrative responsibilities
11 may not teach more than 37 ELH in the Fall and Spring semesters combined, except with the
12 approval of the Provost or the SHP Vice President (as applicable), including courses taught at
13 any branch of the Institute, or at any other college. Faculty without administrative
14 responsibilities may carry an overload of two (2) courses or nine (9) ELH each semester.

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

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

- 25 3) Restrictions on teaching loads do not apply during the summer sessions or winter
26 intersessions.
- 27 4) Overload shall be assigned to the most senior qualified faculty member requesting such
28 overload, provided that no faculty member shall be assigned two overload courses until all
29 faculty members in the discipline who wish to teach overload have been assigned to teach
30 one overload course. Seniority shall mean the number of years of service as a full-time
31 faculty member at the Institute.
- 32 5) A course may be taught on an overload or adjunct basis only if no full-time faculty member
33 in the department who is deemed qualified to teach the course wishes to use the course to
34 satisfy his or her base load.
- 35 6) Faculty with administrative responsibility can teach on an overload basis during the day
36 session provided they are generally available during instructional hours.
- 37 7) Adjunct faculty members may not be assigned a teaching load in excess of eighteen (18)
38 hours per academic year except under emergency situations with the approval of the Dean
39 and the Provost or the SHP Vice President (as applicable).
- 40 8) The minimum teaching load for a full-time member of the faculty will be six (6) ELH per
41 semester, twelve (12) ELH per year. Faculty earning/receiving reassigned time that would
42 bring their teaching loads below these thresholds shall have the excess converted to

1 stipends at the prevailing rate. The only exception to the teaching load lower limit shall be
2 faculty whose teaching load, with the permission of the Provost or the SHP Vice President
3 (as applicable), is reduced below that limit due to payment for a portion of the faculty
4 member's workload by an externally funded scholarly program.

- 5 9) Teaching schedules and course assignments shall be made reasonably and fairly and with
6 consideration for departmental and individual faculty needs and with timely notification to
7 the faculty. Provisional assignments must be made, and faculty members informed of their
8 assignments, by April 1 for Fall semesters and November 1 for each Spring semester
- 9 10) Tenure-track, but not yet tenured faculty, shall not have release time for research and teach
10 overload in the same semester.

11 **e. Compensation for Teaching Laboratory, Studio, or Design Sections**

- 12 1) All full-time faculty members at NYIT, as well as all part-time faculty members in the College
13 of Engineering and Computing Sciences, will be entitled to 1 ELH for each contact hour in
14 laboratory, studio, or design sections.
- 15 2) Part-time faculty members in all schools other than the School of Engineering and
16 Computing Sciences teaching a laboratory, studio, or design section shall receive
17 compensation of 2/3 a lecture hour for each hour of instruction. Thus, a three (3)-hour
18 laboratory, studio, or design section will have the weight of 2 ELH. Where a laboratory,
19 studio, or design section has a duration other than three (3) hours, the ELH equivalency will
20 be adjusted accordingly.

21 **f. Distributed Learning Sections**

22 The Provost and the AAUP Chapter Presidents will appoint a committee to review Distance Learning
23 at NYIT, with the committee to make initial recommendations by end of May 2018, and final
24 recommendations during the Fall 2018 term. The provisions of Article X, 1 f. below will be modified
25 in accordance with the committee's final recommendations, subject to any modifications agreed
26 upon by the committee, a copy of which will be available in the Provost's office and the AAUP at
27 NYIT office (see AAUP at NYIT website – aaupatnyit.org). The committee's recommendations will be
28 implemented in accordance with a reasonable schedule, commencing in the Spring 2019 term and
29 completed not later than August 31, 2022.

- 30 1) Faculty members may teach Distributed Learning Courses as part of their base load, or on an
31 adjunct or overload basis. No faculty member shall be required to teach any Distributed
32 Learning courses provided that faculty members who choose not to teach Distributed
33 Learning courses must fulfill their workload obligations under Article X, Section 1.c. The use
34 of Distributed Learning technology shall not be used to reduce, eliminate, or consolidate
35 full-time faculty positions at NYIT. The decision of a faculty member not to teach one or
36 more Distributed Learning courses shall not be used in any evaluative manner in the
37 personnel process. The Distributed Learning program is intended to be highly interactive,
38 utilizing only faculty members employed by NYIT. No pre-recorded form of instruction shall
39 be employed by NYIT for the purpose of replacing live NYIT instructors (in whole or in part)
40 regardless of the technology utilized (including, but not limited to, compact disk, videotape,
41 satellite, cable or fiber-optic reception from an off-campus location).
- 42 2) Faculty will receive one extra ELH the first time they teach a particular Distributed Learning
43 course at NYIT.

- 1 3) A faculty member may choose to teach a synchronous audio/video course from two or more
2 different sending sites throughout a semester, but no faculty member shall be required to
3 utilize more than one sending site for a particular course unless he or she chooses to do so.
4 No faculty member shall be required to travel to any sending site not located on the Central
5 Islip, Old Westbury or Manhattan campuses of NYIT. Faculty members shall not be required
6 to travel to any receiving site located on a NYIT campus other than the sending site for the
7 purpose of interacting with students taking synchronous audio/video courses. Faculty are
8 encouraged to accommodate student needs on each campus. With respect to
9 asynchronous web-based computer conferencing, faculty members will not be required to
10 utilize more than one sending site for each course.
- 11 4) There is no limit on the number of students in synchronous learning classes. The Joint
12 Standing Committee will provide guidelines and a compensation scheme for more than 50
13 students in a class.
- 14 5) The class size of Distributed Learning courses taught using asynchronous web-based
15 computer conferencing shall be limited to 20. Classes may only be increased above 20 with
16 the written permission of the faculty member and the Provost or the SHP Vice President (as
17 applicable). For each student over 20, the faculty member will be paid \$250.
- 18 6) Faculty required to be trained in order to offer Distributed Learning courses shall be paid at
19 the overload rate for the time spent receiving such training. In addition, faculty required to
20 be certified in order to teach Distributed Learning courses will be paid \$250 for satisfying
21 the certification requirements. The certification payment is not due unless and until the
22 faculty member teaches a Distributed Learning course.
- 23 7) NYIT shall provide adequate support services at the sending site and at each receiving site
24 for Distributed Learning courses, including necessary equipment and personnel. If possible,
25 Distributed Learning teaching assignments shall be distributed equitably among the faculty
26 members at all campuses.

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

28 Based upon the prior approval of the Chair, the Dean and the Provost or the SHP Vice President
29 (as applicable), and after consultation with the CTL director, a faculty member shall receive a
30 three thousand dollar (\$3,000) stipend for preparation of a new online or blended course, upon
31 completion of course development. For purposes of this paragraph, “blended” courses are
32 defined as courses that replace at least fifty percent (50%) of the “seat” time with online
33 activity.

34 **h. Tutorials**

- 35 1) A course may be offered on a tutorial basis if either: (a) an on-campus course did not have
36 sufficient registration and the department wants it to run, and/or (b) one or more students
37 require the course for graduation. Under these circumstances, the department may ask the
38 Provost or the SHP Vice President (as applicable) for permission to offer the course on a
39 tutorial basis, and tutorials will be offered only if authorized.
- 40 2) If the request to offer a course as a tutorial is granted, the course shall meet on a regular
41 basis and a statement by the faculty member of how and when the tutorial was conducted
42 must be submitted in writing at the close of the course for department records and for
43 attachment to the request for payment for the tutorial.

- 1 3) If a course would normally be run as a tutorial but the instructor wishes to have the course
 2 counted as part of his or her base load, this option may be employed provided that the
 3 instructor receives a reduced ELH rate. The numbers of ELH generated by teaching different
 4 sizes of tutorials are shown in the chart below. This option requires the agreement of the
 5 faculty member, the department Chair, and the appropriate dean, as well as the permission
 6 of the Provost or the SHP Vice President (as applicable).

ELH Equivalents for Tutorials Taught as Base Load

Number of Students	Normal Number of ELH's for the Course							
	1 ELH	2 ELH	3 ELH	4 ELH	5 ELH	6 ELH	7 ELH	8 ELH
1	0.17	0.33	0.50	0.67	0.83	1.00	1.17	1.33
2	0.33	0.67	1.00	1.33	1.67	2.00	2.33	2.67
3	0.47	0.93	1.40	1.87	2.33	2.80	3.27	3.73
4	0.60	1.20	1.80	2.40	3.00	3.60	4.20	4.80
5	0.73	1.47	2.20	2.93	3.67	4.40	5.13	5.87
6	0.87	1.73	2.60	3.47	4.33	5.20	6.07	6.93
7 or more	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00

- 7 4) Full-time faculty members teaching tutorials which are not counted towards their base load,
 8 and all adjunct faculty members teaching tutorials, shall receive compensation of one-half of
 9 the tuition paid by the first student and one-fourth of the tuition paid by each additional
 10 student on an overload basis, but not more than the regular overload or adjunct salary rate.
 11 In the event that one or more students in the tutorial have withdrawn, the following
 12 additional provisions shall apply:
- 13 A. Withdrawals after the first week of classes, but before the end of the period in which
 14 students are entitled to partial tuition refunds:
- 15 1) If the student who withdrew was the only student still enrolled in the tutorial, then
 16 the instructor shall receive as compensation (for teaching this student) one-half of
 17 the net tuition owed by the student after said refund has been applied to his/her
 18 Bursar's bill.
- 19 2) If one or more other students remained in this tutorial after the given student
 20 withdrew, then the instructor shall receive as compensation (for teaching the
 21 student who withdrew) one quarter of the net tuition owed by the student who
 22 withdrew after said refund has been applied to his/her Bursar's bill.
- 23 B. Withdrawals after the end of the period in which students are entitled to partial tuition
 24 refunds:
- 25 1) If the student who withdrew was the only student still enrolled in the tutorial (so
 26 that no students remained in the course after this student withdrew), then the
 27 instructor shall receive as compensation (for teaching this student) one-half of the
 28 tuition owed by the student.

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

5 **i. Payment Schedules**

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

12 **j. Banking**

- 13 1) A faculty member receiving an overload teaching assignment may request the NYIT Admini-
14 stration to bank the ELH surplus (the difference between the total number of ELHs and the
15 faculty member's normal base load) in a special account set aside for that faculty member to
16 a maximum of 9 ELH. The bank may not contain more than 9 ELH at any given time. Faculty
17 with more than 9 ELH in their bank as of Fall 2002 shall be allowed to retain those extra
18 ELHs. The ELH surplus shall be banked only if the faculty member has specifically granted
19 permission to the NYIT Administration to do so; in the absence of this permission the faculty
20 member must be paid for the overload teaching in the semester where the overload
21 occurred.
- 22 2) The faculty member who has banked ELHs shall have the right to: (a) retain these ELHs in
23 his/her bank, (b) use some or all of these banked ELHs to reduce his/her base teaching load
24 in a subsequent semester (subject to the required teaching of six (6) ELH per semester and
25 the provisions in paragraph (3) below), or (c) request payment for some or all of these
26 banked ELHs in a subsequent semester (subject to the provisions of paragraph (4) below).
- 27 3) If a faculty member requests to use some or all of his/her previously banked ELHs to reduce
28 the base teaching load in a given semester, then he/she may not decrease the teaching load
29 by more than one course in that semester. Such a request must be made by this faculty
30 member to his/her Chair in writing no later than three weeks before the first day of classes
31 of that semester.
- 32 4) If a faculty member chooses to request payment of some or all of the banked ELH's in a
33 given semester, then the salary schedule will be that in effect as of September 1 of the
34 previous academic year.
- 35 5) If a faculty member has an ELH deficit in a given semester (i.e., has a total teaching load less
36 than the faculty member's normal base load), then the previously banked ELHs must be
37 used to reduce or eliminate this ELH deficit.
- 38 6) A faculty member who has an ELH deficit at the end of a Spring semester shall be permitted
39 to make up some or all of that deficit by teaching in one or more Summer Sessions, provided
40 a course which he/she is qualified to teach is scheduled by the Administration. Faculty who
41 have an ELH deficit are required to make up all of that deficit in the eighteen months
42 following the end of that semester.

1 7) Each faculty member shall have a copy of his/her final FACCOMP (Faculty Compensation
2 System) available on the web each semester showing the number of ELHs banked (along
3 with other information) from the Office of the Dean.

4 **k. Non-classroom Hours**

5 In addition to the foregoing classroom hours, the full-time faculty will maintain one (1) office
6 hour per week per 3 ELH taught, with a minimum of two (2) hours and a maximum of four (4)
7 hours, for consultation with students including academic and career advising of students.
8 Faculty members are required to expend such additional hours for registration, committee and
9 curriculum development activities as are necessary.

10 **l. Teaching and/or Research Responsibilities of Senior Members of the Administration**

11 Senior members of the administration, including Deans or Directors, may be assigned
12 reasonable teaching and/or research responsibilities during the school year.

13 **m. Participation in Institutional Activities**

14 All faculty and professional staff are expected to participate in institutional activities, such as
15 commencement, convocations, special ceremonies, et alia.

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

17 All full-time professional staff shall be required to work thirty-five hours per week. Annual vacation
18 entitlements of professional staff shall be as follows:

- 19 **a. Admissions and Financial Aid:** Twenty-two (22) vacation days per year to be scheduled on the
20 basis of seniority by the appropriate supervisor. In addition, counselors hired prior to
21 September 1, 1986 shall have the right to take three additional days of vacation to be scheduled
22 as they choose between the start of the Fall semester and Commencement.
- 23 **b. Library:** For librarians hired prior to September 1, 1986, fifty-four (54) vacation days per year.
24 For librarians hired after September 1, 1986, thirty-four (34) vacation days per year. Vacations
25 will be scheduled by the supervising librarian on the basis of seniority and the needs of the
26 department, subject to the approval of the Vice President for Academic Affairs.
- 27 **c. Counseling and Wellness Center:** Counselors hired prior to September 1, 1997 work academic
28 year contracts, commencing one week prior to the first day of the Fall term and ending at
29 Commencement Day. In addition, these counselors have the right to take three additional days
30 of vacation to be scheduled as they choose between the start of the Fall semester and
31 Commencement. Members hired after September 1, 1997 shall be entitled to twenty-two (22)
32 vacation days per year. Vacation will be scheduled by the appropriate supervisor on the basis of
33 seniority and the needs of the department.
- 34 **d. HEOP:** All professional staff of this office shall be entitled to twenty-two (22) vacation days per
35 year. Vacation will be scheduled by the appropriate supervisor on the basis of seniority and the
36 needs of the department.
- 37 **e. Reduced Coverage:** The HEOP professional staff will provide reduced coverage during vacation
38 periods, defined as: the period between the last day of finals or the last evening class of the Fall

1 semester, whichever is later, and the first day of the spring semester; the Spring Recess; and the
2 period between the last day of finals or the last evening class of the Spring semester, whichever
3 is later, and Commencement. Reduced coverage schedules must be approved by the
4 appropriate supervisor. In cases of conflict, the professional staff member may appeal to the
5 appropriate Vice President for resolution. Reduced coverage is defined as one counselor per
6 campus on duty during vacation periods. Counselors will be guaranteed an equitable
7 distribution of available days.

- 8 **f. Pro-rating of Vacation Entitlements:** Vacation entitlements will run on a calendar year basis.
9 During the first and last year of employment, vacation will be pro-rated by dividing the number
10 of months employed in the calendar year by twelve, multiplying the vacation entitlement by this
11 fraction and rounding the resulting figure to the nearest day. A member who has worked for
12 ten or more days in any month will be credited for the whole month for purposes of
13 determining his/her vacation entitlement. A member who has unused, accrued vacation time
14 earned in the last year of employment will be paid for the vacation with his/her final pay.

15 Vacation days not used in the calendar year in which they are earned will be lost, except that up
16 to five days may be carried over into the next year, provided they are used no later than January
17 15th of the next year.

18 **3. Multi-Campus Assignments; Transfer to another Campus**

19 If at the time of hire, a faculty member is appointed to only one campus, she/he may not be
20 required to teach at any other campus or location, except for compelling reasons.

ARTICLE XI - INTELLECTUAL PROPERTY

- 21 1. Both parties acknowledge that new technologies and changes in educational methods can be
22 expected, but they agree to construe this article to achieve the purposes of encouraging and
23 supporting innovation and discovery.
- 24 2. As soon as practicable, a faculty member shall advise the Provost or the SHP Vice President (as
25 applicable) that he or she is, or intends to be, engaged either in: (a) the development of
26 intellectual property; or (b) research which may result in the development of intellectual
27 property. In that disclosure the faculty member will, among other things, identify whether the
28 intellectual property is being developed for: (a) the faculty member; or (b) New York Institute of
29 Technology; or (c) some other entity.
- 30 3. Intellectual property refers to any trademarkable, copyrightable or patentable matter or
31 discovery, know-how, research, or any intellectually created tangible thing or matter including,
32 but not limited to: creative or artistic works, books, texts, articles, monographs, glossaries,
33 bibliographies, study guides, laboratory manuals, syllabi, tests and work papers; lectures,
34 musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts,
35 transparencies, other visual aids; video and audio tapes and cassettes; computer programs, live
36 video and audio broadcasts; programmed instruction materials, drawings, paintings, sculptures,
37 photographs and other works of art.

- 1 4. Personal Research - NYIT waives all claim to or equity in any discovery or invention of its faculty
2 resulting from personal research and in any patents that may be issued provided that no onsite
3 NYIT resources are used. Personal research shall mean research not related to any university
4 research program and for which the University makes no special contribution of time, facilities,
5 materials or monies. The payment of a salary and the provisions of a normal academic
6 environment in which to work are not to be considered as giving the University any financial
7 equity in personal research, but the University expects the faculty member to create syllabi,
8 assignments, and tests for students in the classes of the faculty member, in which event the
9 University and the faculty member agree that the faculty member shall use such materials in the
10 classes taught by him or her. The syllabi, assignments, and tests shall remain the property of the
11 faculty. The LMS "cartridge" which includes the syllabus, assignments, course documents, and
12 assessments of student works, will be owned by the faculty member unless the faculty member
13 authorizes it to be utilized outside of the University, in which case the income, if any, from its
14 use shall be divided equally between the faculty member and NYIT, unless otherwise agreed.
- 15 5. University Sponsored Research - University sponsored research shall mean any research activity
16 supported by the University through special grants, special purchases, or specially reduced
17 teaching load paid for by funds administered by the University, regardless of the source of such
18 funds. In addition, University Sponsored Research shall include intellectual property developed
19 with the assistance of specially provided professional or technical assistance (including the
20 assistance of faculty or staff of NYIT), even though this research does not result from a
21 University grant, purchase, or from a reduced teaching load. NYIT shall own all right, title and
22 interest in patents, trademarks, and copyrights resulting from University Sponsored Research,
23 reserving the right to direct the assignment thereof to its designated agent, implicitly governing
24 its action with due regard to the protection of the rights of the University and the interests of
25 the inventor or inventors. NYIT shall bear all costs for patent, trademark, or copyright
26 applications made for University Sponsored Research. In the event that income accrues to NYIT
27 from the administration of University Sponsored Research, fifty percent (50%) of the net
28 income, if any, shall be paid to the inventor or inventors, his/her or their heirs, executors,
29 administrators or assignees, and fifty percent (50%) of the net income, if any, shall be received
30 by the University, unless otherwise agreed between the parties. The University must provide a
31 detailed description of how net income will be calculated at the inception of the project.
- 32 6. The payments to which the faculty member shall be entitled in connection with the use of the
33 intellectual property resulting from University Sponsored Research shall be made annually, by
34 March 31st for the prior calendar year, unless otherwise agreed between the parties. The
35 faculty member shall be given at the same time a detailed showing of the computation of the
36 amount remitted.
- 37 7. Outside Sponsored Research - Under the terms of certain contracts and agreements between
38 the University and various agencies of government and/or private and public corporations, the
39 University is, or may be, required to assign all patent rights to the contracting party. The
40 University retains the right to enter into such agreements whenever such action does not violate
41 the spirit of this Article and is considered to be in the best interests of the University. The
42 inventor or inventors shall be informed of all such agreements prior to final negotiation. In the
43 event that income accrues to NYIT from the administration of a patent or invention in which the
44 University has an interest, fifty percent (50%) of the net income, if any, shall be paid to the
45 inventor or inventors, his/her or their heirs, executors, administrators or assignees, and fifty
46 (50%) of the net income, if any, shall be received by the University, unless otherwise agreed

1 between the parties. The University must provide a detailed description of how net income will
2 be calculated at the inception of the project.

3 8. If any tape or digital recordings (either audio or video) or electronic copies are made of courses,
4 they shall be made only with the advance permission of the participating faculty member, unless
5 circumstances require an accommodation pursuant to the Americans with Disabilities Act. Such
6 copies, if any, shall remain the property of the faculty member and shall be used only as the
7 faculty member permits, except that faculty will work with the NYIT Office of Accessibility
8 Services regarding how to make Course Materials accessible to the disabled.

9 9. The University and faculty member will cooperate in the completion of all documents deemed
10 necessary by the parties to confirm their respective rights, title and interest in the Intellectual
11 Property developed pursuant to this Article.

ARTICLE XII - CORRELATION OF PROFESSIONAL STAFF JOB CLASSIFICATION WITH EQUIVALENT FACULTY RANKS

12 The following represents the equivalent faculty ranks for the job classifications for those members of the
13 bargaining unit holding professional staff rank:

14 1. Counseling and Wellness Centers, HEOP offices, and Office of Admissions and Financial 15 Aid

16	<u>Professional Rank</u>	<u>Equivalent Faculty Rank</u>
17		
18	Counselor I	Instructor
19	Counselor II	Assistant Professor
20	Counselor III	Associate Professor
21	Counselor IV	Professor

22 2. Library Department

23	<u>Professional Rank</u>	<u>Equivalent Faculty Rank</u>
24		
25	Librarian I	Instructor
26	Librarian II	Assistant Professor
27	Librarian III	Associate Professor
28	Librarian IV	Professor

ARTICLE XIII - ACADEMIC CRITERIA FOR APPOINTMENT AND PROMOTION

1. Faculty Members

The Institute seeks to appoint highly credentialed faculty members with degrees compatible with college-wide and accreditation board standards.

Faculty Personnel Committees shall observe in their deliberations the following minimum criteria for new faculty appointments and for promotions.

Minimum starting salaries shall be as follows:

Assistant Professor	\$68,000
Associate Professor	\$74,000
Professor	\$82,000

a. Instructor

The rank of instructor is provisional. An instructor shall be promoted to the rank of assistant professor at the beginning of the semester following the receipt of the doctorate or appropriate terminal degree in his/her field.

Qualifications:

- 1) Individuals shall be selected on the basis of their potential as scholars and teachers.
- 2) They shall hold a master's degree or its equivalent, except in special cases, together with additional indications of scholarship and teaching ability sufficient to give high promise that the candidate may subsequently achieve the qualifications required for promotion to a professorial rank and subsequent tenure.

b. Adjunct Instructor

An adjunct instructor shall be promoted to the rank of adjunct assistant professor at the beginning of the semester following the receipt by the Provost's office of notification, supported by appropriate documentation, that the instructor has received the doctorate or appropriate terminal degree in his/her field.

Qualifications:

An adjunct instructor shall hold a master's degree, or its equivalent, in a field pertaining to the course(s) for which he/she is hired, with the following exceptions:

- 1) In Mathematics and English, a candidate may be hired as an adjunct instructor in a remedial or introductory course if the candidate possesses:
 - a) a Bachelor's degree in a field pertaining to that course,
 - b) secondary school certification in a field pertaining to that course, and
 - c) a master's degree in any field.
- 2) In Fine or Applied Arts, a candidate may be hired as an adjunct instructor if the candidate possesses the B.A. or the B.F.A. degree and has at least 5 years of relevant experience.

1 Persons holding a terminal degree, as defined by the department and approved by the
2 administration, will be appointed as an assistant professor, associate professor, or professor.

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

4 Minimum qualifications:

5 All of those for the instructor plus an earned doctorate, or in circumstances in which the
6 doctorate is not the usual degree, an alternative to the doctorate as follows:

- 7 a) In architecture, first professional degree (B.Arch. or M. Arch.), plus the R.A. or the P.E.
8 b) In engineering, master's in a relevant field, plus the P.E.
9 c) In technology, master's degree in a relevant field.
10 d) In business law, J.D. plus substantial, relevant experience.
11 e) In communication arts, the M.A. or M.S. plus eight (8) years of full-time or equivalent full-
12 time relevant professional or teaching experience.
13 f) In fine and applied arts:
14 1. Design: M.F.A. or M.S. in a relevant field, plus substantial, relevant experience
15 2. Studio: M.F.A. plus substantial, relevant experience and shows.
16 3. Applied art: M.A. in a relevant field or M.F.A., plus substantial, relevant experience.
17 g) In physician assistant studies, occupational therapy, and physical therapy: master's or
18 professional doctorate in a relevant field and professional licensure, with a complementary
19 research doctorate preferred.

20 **d. Associate Professor (or Adjunct Associate Professor)**

21 Qualifications:

- 22 1) The criteria for appointment to assistant professor (or adjunct assistant professor), plus
23 2) For a promotion to the rank of associate professor, four (4) years of relevant teaching
24 experience in the academic rank of assistant professor. For a promotion to the rank of
25 adjunct associate professor, either four (4) years of relevant teaching experience in the
26 academic rank of assistant professor, or six (6) years of relevant teaching experience in the
27 academic rank of adjunct assistant professor.
28 3) Superior teaching performance and demonstrated academic and professional achievement.

29 **e. Professor (or Adjunct Professor)**

30 Qualifications:

- 31 1) The criteria for appointment to associate professor (or adjunct associate professor), plus
32 In technology: the master's plus either the P.E. or J.D. or doctorate.
33 2) For a promotion to the rank of professor, a minimum of five (5) years of relevant teaching
34 experience in the academic rank of associate professor. For a promotion to the rank of
35 adjunct professor, either a minimum of five (5) years of relevant teaching experience in the
36 academic rank of associate professor, or a minimum of eight (8) years of relevant teaching

1 experience in the academic rank of adjunct associate professor.

- 2 3) Outstanding teaching performance and evidence of substantial academic and intellectual
3 development recognized both on campus and by the outside community (which may include
4 academia, industry, government agencies, and/or professional societies).

5 **f. Laboratory, Studio, or Developmental Specialists**

6 Some faculty not eligible for tenure because they do not have the doctorate or equivalent, and
7 who serve as laboratory or studio specialists and developmental specialists, will have their
8 status evaluated by the pertinent FPC and have the recommendation forwarded to the Provost
9 or the SHP Vice President (as applicable) for reappointment as professional staff specialists.
10 These individuals will receive term contracts similar to other professional staff members.

11 **2. Librarians**

12 The Library PEC shall observe in its deliberations the following minimum criteria for professional
13 staff appointments in the library:

14 Minimum starting salaries shall be as follows:

15 Librarian I	\$55,000
16 Librarian II	\$60,000
17 Librarian III	\$65,000
18 Librarian IV	\$75,000

19 **a. Librarian I (equivalent to Instructor)**

20 Qualifications:

- 21 1) Requires the M.L.S. degree from an accredited library school.
22 2) The same criteria shall apply for the rank of adjunct Librarian I.

23 **b. Librarian II (equivalent to Assistant Professor)**

24 Qualifications:

- 25 1) The requirements of the rank of Librarian I, plus
26 2) Three (3) years of relevant experience in a similar rank at an accredited college, plus
27 3) Demonstrated job competence and professional growth.
28 4) The same criteria in general shall apply for the rank of an adjunct Librarian II.

29 **c. Librarian III (equivalent to Associate Professor)**

30 Qualifications:

- 31 1) The requirements for the rank of Librarian II, plus
32 2) Four (4) years of relevant experience in a similar rank at an accredited college, plus
33 3) Second master's degree or doctorate, and demonstrated professional growth relevant to
34 the responsibilities of this rank.
35 4) The same criteria in general shall apply for the rank of an adjunct Librarian III.

1 d. **Librarian IV (equivalent to Professor)**

2 Qualifications:

- 3 1) The requirements for the rank of Librarian III, plus
- 4 2) Five (5) years of relevant experience in a similar rank at an accredited college, plus
- 5 3) An appropriate doctorate or substantial academic and intellectual development recognized
6 both on campus and by the outside (which may include academia, industry, governmental
7 agencies, and/or professional societies).
- 8 4) The same criteria in general shall apply for the rank of an adjunct Librarian IV.

9 **3. Counselors**

10 The Counseling and Wellness Center, HEOP, and Admissions and Financial Aid PEC's shall observe in
11 their deliberations the following minimum criteria for professional staff appointments.

12 a. **Counselor I (equivalent to Instructor)**

13 Qualifications:

- 14 1) The master's degree in the pertinent academic field or other relevant professional degree
15 and experience that is deemed to be the equivalent of the master's degree.
- 16 2) The same criteria, in general, shall apply for the rank of adjunct Counselor I.

17 b. **Counselor II (equivalent to Assistant Professor)**

18 Qualifications:

- 19 1) The requirements for the rank of Counselor I, plus
- 20 2) Three (3) years of relevant experience at an equivalent rank at an accredited college.
- 21 3) The same criteria, in general, shall apply for the rank of the adjunct Counselor II.

22 c. **Counselor III (equivalent to Associate Professor)**

23 Qualifications:

- 24 1) The requirements for the rank of Counselor II, plus
- 25 2) Four (4) years of relevant experience at an equivalent rank at an accredited college, plus
- 26 3) Second master's degree, doctorate, and/or professional training beyond the master's
27 degree preferably in an academic area related to the duties of the professional staff
28 member.
- 29 4) The same criteria in general shall apply for the rank of the adjunct Counselor III.

30 d. **Counselor IV (equivalent to Professor)**

31 Qualifications:

- 32 1) The requirements for the rank of Counselor III, plus
- 33 2) Five (5) years of relevant experience at an equivalent rank at an accredited college, plus
- 34 3) An appropriate doctorate or substantial academic and intellectual development recognized
35 both on campus and by the outside (which may include academia, industry, governmental

1 agencies, and/or professional societies).

2 4) The same criteria in general shall apply for the rank of adjunct Counselor IV.

ARTICLE XIV - APPOINTMENTS

3 **1. Visiting Appointments**

4 a. Visiting appointments may be used only for the purpose of appointing individuals who:

5 i. bring to the University special skills or academic credentials, national or international
6 prominence and/or professional achievement, or

7 ii. are hired to replace another full-time faculty member who is on a temporary leave of
8 absence or when circumstances are such that there is insufficient time to perform a
9 search, or

10 iii. are hired to work in an externally funded program

11 b. Individuals hired in a visiting title under subsection (i) above may not be appointed for more
12 than 3 years. In all other circumstances visiting appointments may not be for more than 2 years
13 unless approved by both the union and the Provost or the SHP Vice President (as applicable).

14 c. After the periods specified in (b) above have elapsed, a faculty member hired in a visiting title
15 must either apply for and be appointed to a regular full-time faculty line, in accordance with the
16 regular process, or be let go.

17 d. In the event that a faculty member who formerly had a “visiting” title subsequently receives an
18 appointment using a regular academic title, then the faculty member may reduce the tenure
19 probationary period at his/her option by the number of years served in the “visiting” title. The
20 option to reduce the tenure probationary period must be declared definitively in writing to the
21 Provost or the SHP Vice President (as applicable) with copies to the Dean and Chair no later than
22 April 1 of the faculty member’s first year of full-time tenure-track service if hired in the Fall, and
23 November 1 if hired in the Spring.

24 e. Absent compelling extenuating circumstances, all visiting appointments must go through the
25 same appointment process as full-time faculty members. If, under such compelling extenuating
26 circumstances an appointment is made other than through the normal appointment process for
27 full-time faculty, the AAUP and NYIT must meet to determine the length of the appointment.

28 **2. New Regular Faculty Appointments**

29 All new appointments of full-time, tenure-track faculty must be processed by the appropriate DPC
30 (or SPC, if there is no DPC). The initiation of part-time (adjunct) appointments is the responsibility of
31 the Dean, or his/her designee. All new appointments shall be subject to review by the Dean and
32 approval by the Provost or the SHP Vice President (as applicable) prior to appointment.

33 **3. Presidential Appointments**

34 It is recognized that from time to time the growth and development of the Institute may require the
35 addition to the faculty of scholars and researchers of great distinction. Accordingly, the President
36 may, with the approval of the Board, recruit, select, appoint, reappoint, or promote faculty

1 members with or without the granting of tenure, the number of appointments with tenure not to
2 exceed four (4) per year.

3 Any time the President exercises his/her powers under this section, including the appointment of
4 administrators with tenure and/or faculty status, notice of the appointment, the faculty status
5 granted and the appointee’s department, must be sent to the AAUP.

6 **4. Teaching Faculty**

7 In the Schools and Colleges of NYIT there shall be established non-tenure track “Teaching Faculty
8 Lines (TFLs)” with ranks commensurate with their educational and instructional qualifications. The
9 number of TFLs in each School shall not exceed ten percent (10%) of the total number of FT tenured
10 and tenure track faculty in the School. In the College of Arts and Sciences, the number of TFLs in the
11 division represented by the Humanities SPC shall not exceed ten percent (10%) of the total number
12 of FT tenured and tenure track faculty. Likewise, the number of TFLs in the division represented by
13 the Sciences SPC shall not exceed ten percent (10%) of the total number of FT tenured and tenure
14 track faculty.

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

20 The responsibilities of the faculty filling these TFLs are:

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

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

31 The initial appointment will be for two (2) years and subsequent reappointments for years 3 and 6
32 will be for three (3) years and five (5) year appointments in all future years. These reappointments
33 and promotions will be through a process of review by the appropriate DPC or SPC (if there is no
34 DPC) and are subject to final approval by the dean and the Provost.

35 Subsequent to their initial appointment, the faculty members on a TFL may apply for any one of the
36 current tenure track positions available in their respective disciplines. Their applications will be
37 submitted for review to the appropriate DPC or SPC (if there is no DPC) as outlined in the CBA for
38 the hiring of new faculty.

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

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

1 **5. Clinical Faculty**

2 **Clinical Faculty Lines - School of Health Professions**

3 In the School of the Health Professions, there shall be established Clinical Faculty Lines. The
4 qualifier “clinical”, when used in conjunction with the academic ranks defined below, is assigned to
5 clinically licensed health care professionals whose role at NYIT includes clinical and in some cases
6 academic responsibilities.

7 Clinical faculty are required to:

- 8 1) Be credentialed annually through the NYIT/NYITCOM Faculty Practice Plan (“FPP”), however
9 participation in the FPP is optional;¹ and
- 10 2) Attain and maintain a clinical license to practice in New York State.

11 Clinical faculty may have a clinical degree(s) as terminal degree(s) and function in a clinical discipline
12 with responsibilities being performed at NYIT and NYIT’s off campus clinical program sites. Clinical
13 faculty lines will be non-tenure bearing and will follow a schedule for reappointment as follows:

14 One year appointments in year one;

15 Three year appointments in years two and five; and

16 Five year appointments in years eight and thereafter

17 All aspects of the AAUP CBA will apply to clinical faculty with the exception of those sections
18 pertaining solely to tenure track faculty. The number of clinical faculty shall be limited to a
19 maximum of thirty percent (30%) of the total number of full-time faculty lines in the School of
20 Health Professions.

21 Clinical Faculty may be appointed to the rank of Assistant, Associate or Full Professor. Specific
22 requirements for appointment to each rank will be developed by the relevant faculty personnel
23 committee(s). Board certification and license to practice in their respective clinical professions
24 in New York State are necessary in order to be appointed or reappointed to any rank. The
25 review process for reappointment will be the same as for tenure track faculty, except that
26 clinical faculty who are not reappointed must be notified by March 1 in their first year of
27 appointment and by December 15 in each subsequent reappointment. The criteria for
28 reappointment will be developed by the relevant faculty personnel committee(s) and shall
29 include satisfactory evaluation of clinical performance and clinical credentials as well as a review
30 of teaching and service to NYIT. Clinical responsibilities include, but are not limited to, clinical
31 practice, clinical precepting, participation in clinical research and supervision of clinical training
32 and fieldwork. Research, or other scholarly work, or clinical practice in NYIT’s clinics is not
33 required for reappointment of clinical faculty.

34 A faculty member wishing to change his/her career track from tenure track to a clinical faculty
35 line must declare his/her intention before May 31 of his/her fourth academic year of service.
36 Such application for a clinical faculty line will be considered a new faculty appointment
37 application and be subject to review by the DPC or SPC if there is no DPC.

¹ This option may be exercised annually. The terms of participation must be negotiated by the faculty member and the department chair and must be approved by the school dean and the FPP board. Any such agreement may not be inconsistent with the terms of the Collective Bargaining Agreement.

1 **Promotion to Clinical Associate Professor**

2 Promotion to Clinical Associate Professor requires at least five (5) years of experience at the rank of
3 Clinical Assistant Professor. In addition to the requirements for Assistant Professor, a candidate for
4 promotion to Clinical Associate Professor must have:

- 5 i. Achieved a regional or national reputation in health professions education; and/or,
- 6 ii. Contributed significantly to administration or clinical services delivery, and governance.

7 **Promotion to Clinical Professor**

8 Promotion to Clinical Professor requires at least seven (7) years of experience at the rank of Clinical
9 Assistant Professor or higher. In addition to the criteria for promotion to Clinical Associate
10 Professor, a candidate for promotion to Clinical Professor must:

- 11 i. Show substantial evidence of leadership inside and/or outside the institution including
12 significant contributions to the professional societies and associations; and
- 13 ii. Hold direct responsibility for a clinical service.

14 **6. Non-tenure Track Research Faculty Lines**

15 Non-tenure track, research faculty lines may be established by NYIT in all schools and colleges with a
16 maximum of ten (10) percent of all full-time tenured or tenure-track faculty being in the Research
17 Faculty category. These faculty may be offered one (1) to five (5) year contracts, the renewal of which
18 will be premised upon recommendations of the Chair, Dean, and Academic Vice-President. NYIT may
19 require nine (9) through twelve (12) month contracts for all Research Faculty.

20 **7. Appointment Lengths**

21 Full-time tenure track faculty may be appointed to a two-year term at the time of initial hire at NYIT
22 as a tenure-track, full-time faculty member, conditioned upon satisfactory performance during their
23 first year of appointment.

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

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

27 **a. Initial Contract**

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

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

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

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

34 a) For members who began their employment before March 1 of a given academic year, the
35 initial contract shall be for a time period of less than one year, and shall terminate on
36 August 31 of that academic year.

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

4 **b. Second Contract**

5 The contract given the member at the start of the second full academic year will be for one year
6 only.

7 **c. Third and Fourth Contract**

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

10 **d. Subsequent Contracts**

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

13 **9. Documents Received Upon Appointment**

14 Upon appointment, each member of the bargaining unit shall receive a written copy of the terms of
15 the appointment, including a statement of academic rank, salary, and electronic copies of the
16 constitution of the Academic Senate, the CBA and a Dues Deduction Authorization form. The
17 Institute's By-laws and the then-current Employee Handbook and Faculty Handbook are available to
18 full-time NYIT employees online via the NYIT Intranet. The member shall receive a written copy of
19 any subsequent modification of the terms of the appointment.

20 **10. Joint Appointments**

21 **a. General**

- 22 1. A tenured faculty member regularly teaching and performing research in two departments
23 (either in the same School or in two different Schools) may receive an appointment in no
24 more than two departments. Such appointments should be the norm for faculty members
25 regularly performing teaching and research in another department. Faculty members who
26 occasionally teach and/or do research in another department will not be required to
27 formalize the relationship with a joint appointment.
- 28 2. Courtesy joint appointments, which require no teaching or research duties in a secondary
29 department, will not be permitted. They are undesirable because they imply to students
30 and others that the professor is part of the department when such is not the case.
- 31 3. Joint appointments will not be approved for non-tenured faculty members under any
32 circumstances.
- 33 4. Faculty members may not be given joint appointments unless they possess the skills and
34 competencies to justify a secondary appointment in another department and the
35 appointments in the secondary department have been approved in accordance with the
36 procedures described in this following section. Nominees for joint faculty appointments
37 should meet all applicable criteria for regular faculty positions in the secondary department,
38 including the appropriate terminal degree and a record of successful achievement and
39 research and/or creative activity.
- 40 5. All faculty members having joint appointments shall receive an appointment letter

1 specifying the names of the “primary department” (which is usually the department in
2 which the faculty member has received tenure) and the “secondary department”. This
3 appointment letter shall also specify the duration of the joint appointment (which may be
4 for one, two, or three academic years).

- 5 6. A joint appointment shall automatically expire at the conclusion of this period of time unless
6 and until it is affirmatively renewed, following the same procedures as for the initial joint
7 appointment.

8 **b. Procedure for Establishing New Joint Appointments**

- 9 1. A tenured faculty member presently on a full-time teaching appointment in only one
10 department may request that he or she receive a joint appointment (beginning in the
11 forthcoming academic year) by submitting the request for a joint appointment to the
12 Faculty Personnel Committee(s) serving the secondary department by November 15 of a
13 given academic year. (If a Departmental Personnel Committee is in existence for the
14 secondary department, then this request shall be transmitted to the Chair of that DPC;
15 otherwise, the request for the joint appointment shall be transmitted to the Chair of the
16 School Personnel Committee serving the secondary department.)
- 17 2. This request for a joint appointment shall include all relevant documentation including but
18 not limited to: a curriculum vitae, a description of the faculty member’s qualifications in the
19 secondary department, a statement of proposed teaching and/or research/creative
20 activities in the secondary department, etc.
- 21 3. If the faculty member has a preference regarding the duration of the joint appointment
22 (one, two, or three academic years), then this fact must be clearly stated in the cover letter
23 accompanying the application.
- 24 4. The request for a joint appointment shall be considered by the relevant FPC(s) serving the
25 secondary department (the DPC, if it exists, and the SPC), the Dean of the School which
26 includes the secondary department, the Provost or the SHP Vice President (as applicable),
27 and the President, following the same deadlines as for requests for promotion submitted by
28 faculty members in their third or subsequent full academic years of service.
- 29 5. If the SPC serving the secondary department recommends that a request for a joint
30 appointment be approved, it shall specify for what period of time (one, two, or three
31 academic years) it recommends that the faculty member should receive the joint
32 appointment.
- 33 6. The decision of the Administration as to whether or not to give the faculty member the
34 requested joint appointment shall be communicated to the faculty member no later than
35 July 15.

36 **c. Rights and Duties of Faculty Members with Joint Appointments**

- 37 1. Faculty members having joint appointments are normally expected to teach and/or perform
38 research/creative activity in both departments.
- 39 2. Faculty members having joint appointments shall be invited to all general faculty meetings,
40 faculty celebrations, etc. from both departments (and both Schools, if applicable), and shall
41 have the right to attend but not vote in all such general faculty meetings in the secondary
42 department.

- 1 3. Faculty members having joint appointments may serve on committees and attend faculty
2 meetings in the secondary department, but may only vote in the primary department.
3 Faculty may only represent their primary department on the Academic Senate.

4 **d. Personnel Procedures When Faculty Members Have Joint Appointments**

- 5 1. All personnel decisions (such as requests for promotion or sabbatical leaves) shall be
6 processed by the FPCs related to the primary department after receiving input from the
7 secondary department's FPCs. The FPCs related to the primary department are responsible
8 for processing the candidate's dossier for forwarding to higher levels of review and also
9 forwarding the credentials for review to the FPCs representing the secondary department's
10 FPCs.
- 11 2. The DPC of the primary department (if one exists) shall not normally take any action on a
12 faculty member's promotion or sabbatical request unless appropriate input has been
13 requested and received from the DPC of the secondary department (if one exists). Similarly,
14 the SPC serving the primary department shall not normally take any action on a faculty
15 member's promotion or sabbatical request unless appropriate input has been requested
16 and received from the SPC of the secondary department. The Chairs of the two DPCs (if
17 they exist) and the Chairs of the two SPCs are encouraged to coordinate the timing of the
18 review process to make it possible for the primary department's FPCs to obtain timely input
19 from the secondary department's FPCs.
- 20 3. If for any reason either the DPC of the secondary department (if it exists) and/or the SPC
21 serving the secondary department fails to issue and/or transmit its recommendation
22 regarding a promotion or sabbatical request on a timely basis to the DPC or SPC of the
23 primary department, then the DPC or SPC related to the primary department may process a
24 personnel decision on its own without input from the secondary department's FPC.
- 25 4. The SPC serving the primary department shall submit its recommendation on a personnel
26 matter to the Dean of the School which includes the primary department for his or her
27 review and recommendation. A copy of this recommendation shall also be submitted to the
28 Chair of the SPC serving the secondary department, and to the Dean of the School which
29 includes the secondary department (in the event that the primary and secondary
30 departments are in two different Schools).

31 **11. Tenure**

- 32 a. The total period of full-time service prior to the grant of continuous tenure shall not exceed
33 seven years, except as specified herein.
34 When a faculty member in the probationary period who is originally appointed in the Fall
35 semester takes a leave of absence that exceeds half a semester in length, the period of full-time
36 service prior to the grant of tenure and the date of the tenure decision shall be extended one
37 year.

38 A faculty member in the probationary period who is originally appointed for the Spring semester
39 shall be eligible for tenure after completion of thirteen semesters (6.5 years), and a leave of
40 absence shall not extend the probationary period for such a faculty member unless the leave
41 exceeds one semester in length, in which case the probationary period shall be extended one
42 year.

- 1 b. A regular full-time member of the instructional and research faculty, holding the rank of
2 Assistant Professor, Associate Professor, or Professor is eligible for tenure after completing six
3 (6) years of full-time teaching in higher education, which shall include at least three years of
4 full-time teaching at the Institute. Credit for prior full-time teaching at another institution of
5 higher education toward reducing the tenure probationary period may be declared at a faculty
6 member's option at the time of initial appointment at the Institute and must be declared
7 definitively in writing to the Provost or the SHP Vice President (as applicable) with copies to the
8 Dean and Chair no later than April 1 of the faculty member's first year of service if hired in the
9 Fall, and November 1 if hired in the Spring.
- 10 c. Such a regular full-time member of the instructional and research faculty, upon reappointment
11 to a seventh year of service at the Institute as defined above, shall have his/her appointment
12 designated as:
- 13 1) with tenure, or
14 2) terminal
- 15 d. Tenure appointments may not be granted by default, but rather must result from due process
16 following the procedures for tenure specified below. A tenure decision requires the positive
17 action of the Board of Trustees.
- 18 e. Terminal appointments in essence provide faculty or staff with a minimum of one (1) year's
19 notice to make provision for relocation.
- 20 f. Faculty members have the right to apply for tenure before the end of their probationary period.
21 If any faculty member applies for such early tenure, then he or she will receive either: (1)
22 reappointment with tenure, (2) reappointment without tenure, or (3) a terminal appointment
23 for the subsequent academic year. If the faculty member who applied for early tenure is
24 reappointed without tenure, then this faculty member shall be allowed to reapply for tenure
25 again in a subsequent year within the probationary period.
- 26 g. In cases of special merit, the Board may grant tenure to a faculty member who has served less
27 than the time period specified in Section 10.b. of this Article if tenure is recommended by either
28 the DPC or SPC and the President.
- 29 h. Except as provided in Article XXIII, the decision of the Board on all matters of tenure and
30 terminal contracts shall be final and binding.
- 31 i. A tenured faculty member shall have continuous reappointment unless he or she resigns or
32 retires, is dismissed pursuant to Article XXIV of this Agreement, or is terminated pursuant to
33 Article XX of this Agreement.
- 34 j. Regular part-time members of the instructional and research faculty shall not be eligible for
35 tenure.
- 36 k. The procedures for processing requests for tenure are described in Article XVIII.8.

ARTICLE XV - PROVISIONS RELATING TO SABBATICAL LEAVES, SCHOLAR INCENTIVE AWARDS, AND ISRC GRANTS

1. Sabbatical Leave

- a. All regular full-time members of the faculty, counseling, and library, who are members of the bargaining unit, shall have the right to apply for sabbatical leave after having completed six years of service with the Institute from the date of their full-time professional appointment without an intervening sabbatical. Applications for sabbatical leave may be made for the following purposes: study, research, creative work in literature or the arts, projects or activities related to teaching excellence, and for professional enrichment.
- b. Application may be made for a sabbatical that will begin at the start of the next fall or spring semester of the following academic year. Members may apply for a subsequent sabbatical seven (7) years after the start of the prior sabbatical.
- c. Sabbatical applications must be submitted for approval to the DPC (if one exists) by December 1 of the academic year prior to the year in which the sabbatical would begin, the SPC by February 1, the Dean by March 1, the Provost or the SHP Vice President (as applicable) by April 1, the President by the second half of April, and then to the NYIT Board of Trustees. Denial of an application by the Board shall not be subject to the grievance and arbitration provisions of this agreement. An applicant must demonstrate that the sabbatical period will be utilized to engage in activities relevant to the applicant's discipline that will enhance his/her professional competence. Applicants must agree to serve NYIT for at least one year after the completion of their sabbaticals, and to submit a written report concerning their completed sabbatical to their department Chair and Dean as well as to the Provost or the SHP Vice President (as applicable). Reports on sabbaticals completed in the Fall semester are due by the end of the Academic year. Reports on sabbatical completed in the Spring semester are due by the end of the Fall semester of that calendar year. The Dean must state in writing that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends to do is consonant with the principles of the sabbatical leave.
- d. The granting of sabbatical leave shall not in any sense be automatic, but the Institute will consider the advantage to the applicant as a scholar and teacher expected from such leave, and consequent advantage through his/her service to the Institute. The Institute shall notify the applicant and the AAUP of its reasons for denying any application for such leave.
- e. Members on sabbatical leave may, at their option, continue to be covered under the Institute's health and welfare program. The cost of such coverage shall be borne by the Institute.
- f. A member on sabbatical leave can only accept an assignment at another institution if he/she has the prior approval of the President.
- 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 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

1 full-year contract base pay minus adjunct replacement costs for one semester.

2 h. If a member takes a leave without pay, the counting of sabbatical-eligibility service years stops.
3 Time during a leave with pay counts towards sabbatical eligibility. A sabbatical leave does not
4 constitute a break in service to NYIT.

5 i. Faculty members who have had their sabbatical requests approved may request a one-semester
6 delay in the start of their sabbaticals, or in the taking of the second semester of a two-semester
7 sabbatical. Such a request must be made in writing and must be approved by the faculty
8 member's department Chair and Dean as well as the Provost or the SHP Vice President (as
9 applicable). To delay the start of a sabbatical more than one semester requires a new sabbatical
10 application.

11 j. If circumstances change so that a faculty member's financial support expected during his/her
12 sabbatical leave is greater than that reported in his/her sabbatical application, the faculty
13 member must advise the President of this immediately.

14 k. The member must submit a detailed report at the conclusion of the sabbatical covering the
15 activities of the sabbatical, including products produced and lessons learned.

16 l. Faculty members shall be notified via email (with acknowledgement by return email
17 required) as to the status of their sabbatical application.

18 **2. Scholar Incentive Awards**

19 Scholar Incentive Awards provide a second option and opportunity for a leave from teaching or
20 professional service. Faculty and AAUP professional staff members may take two consecutive leaves
21 if approved by the Administration, provided that prior to taking the leaves, the member commits to
22 return to NYIT for at least two additional years.

23 a. Scholar Incentive Awards shall be limited to support of bona fide and documented externally
24 funded and supported scholarly research and creative activity.

25 b. A candidate shall have completed not less than one full year of continuous paid full-time service
26 with the Institute before becoming eligible for a Scholar Incentive Award. A Scholar Incentive
27 Award may not be held concurrently with a sabbatical. However, Scholar Incentive Awards and
28 sabbatical leaves may be held in tandem. A candidate cannot be absent for two consecutive
29 years without approval from VPAA.

30 c. Application for a Scholar Incentive Award should be made as soon as possible but in any case no
31 later than the semester preceding the semester in which the leave would start. The application
32 process shall be the same as that for sabbatical leave.

33 d. A candidate may be compensated by the Institute for up to 25% of annual salary rate during the
34 period of the Scholar Incentive Award. The total amount of money earnable with outside
35 support and the Institute salary may not exceed 100% of the annual salary rate that the person
36 would have received without the Scholar Incentive Award. The amount may be less than 25% if
37 the amount of any outside fellowship and grant support received would result in earnings above
38 100% of salary. If circumstances change so that a faculty member's financial support expected
39 during his/her Scholar Incentive Award is greater than that reported in his/her Scholar Incentive
40 Award application, the faculty member must advise the President of this immediately.

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

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

6 Applications must include basic information requested by the Office of Academic Affairs as well as a
7 two-page (double-spaced) proposal (plus any supporting material the applicant wishes to include),
8 an up-to-date curriculum vitae, and a report on the results of the most recent previous such grant
9 awarded to the applicant.

10 Applications will be reviewed by a committee of at least five faculty members. This committee will
11 be appointed by the Provost, who will designate one of the committee members as committee
12 Chair. To the degree practicable, committee members will be active scholars or creative artists,
13 tenured, representative of the different scholarly/creative approaches at NYIT, and will have
14 themselves previously received an internal or external grant. To the degree practicable, at least two
15 committee members should be new each year, and at least two should be experienced committee
16 members. The committee will recommend how the funds available should be allocated among the
17 applicants, with the Provost making the final decision.

18 Additionally, the Provost and Vice President of Academic Affairs will provide at least 50 ELH of release
19 time to the academic Deans, proportional to the amount of scholarship produced by each school the
20 previous year. The Deans will award release time to tenured and tenure-track faculty members who
21 are actively engaged in scholarship and need the additional time for their scholarship. At the end of
22 each semester, the Dean will report to the Provost how these ELH were allocated.

23 **4. Curriculum Vitae**

24 On an annual basis and prior to November 1, faculty members will send updated versions of their
25 detailed CVs to the Provost's Office and to their Chair and their Dean by email. This information will
26 be used only for the purpose of providing recognition and support for faculty activities.

27 **ARTICLE XVI - FACULTY PERSONNEL COMMITTEES**

28 **1. Introduction**

29 Each academic school and professional staff department shall have personnel committees
30 (hereinafter FPC, SPC, DPC, or PEC) selected in accordance with the procedures given in this Article.

31 **2. Role of Faculty Personnel Committees**

32 Faculty Personnel Committees (FPCs) shall search for and evaluate candidates for appointment;
33 evaluate all non-tenured faculty and specialists for retention, promotion, and tenure, as applicable;
34 and evaluate all tenured faculty who request consideration for promotion and/or sabbatical leaves.
35 All new appointments of full-time, tenure-track, visiting and clinical faculty must be processed by
36 the appropriate DPC (or SPC, if there is no DPC).

1 **3. Explanation of Terms**

- 2 a. Faculty Personnel Committees (FPCs) - refers to all personnel committees relating to faculty
3 members (i.e., both SPCs and DPCs)
- 4 b. School Personnel Committee (SPC) - refers to the highest-level personnel committee in a School.
5 The SPC receives the recommendations of the Departmental Personnel Committees (DPCs)
6 below it.
- 7 c. Departmental Personnel Committee (DPC) - A school may establish a Departmental Personnel
8 Committee (DPC) for the purposes of:

- 9 1) Search for and evaluation of candidates for full-time appointment.
- 10 2) Initial review of candidates for retention, promotion, tenure, and sabbatical. The
11 recommendation of the DPC shall be made to the appropriate SPC.

12 During each Spring semester, the full-time faculty members of each School—or, in the case of
13 the College of Arts & Sciences (CAS), those represented by each SPC—shall determine, for the
14 following academic year, whether or not that School shall have DPCs, and if so, how many DPCs
15 shall exist in their School and which departments and campuses shall be represented on each
16 DPC.

17 **4. Number of SPCs in a School**

18 There shall be one School Personnel Committee (SPC) in all Schools except the College of Arts &
19 Sciences (CAS). In CAS, there shall be two SPCs, as follows:

- 20 a. Humanities SPC - which shall include the departments of English, Social Sciences, Behavioral
21 Sciences, Communication Arts and Digital Arts and Design
- 22 b. Sciences SPC - which shall include the departments of Mathematics, Physics and Life
23 Sciences

24 In the event that there are changes involving the composition of any School, the NYIT Administration
25 and the AAUP shall meet within two weeks of the date the change has been announced to negotiate
26 what changes, if any, need to be made in the number of SPCs of that School or the departments
27 represented by each SPC.

28 **5. Minimum Number of Members in a SPC**

29 The minimum number of members on each SPC shall depend on the number of full-time faculty
30 members in that School (or sub-division of a School), as follows:

Number of full-time faculty	Minimum number of SPC members
1 - 15	3
16 - 40	5
over 40	7

1 The constituent faculty of an SPC shall determine the actual number of members of that SPC. If
2 candidates are available, the membership of a SPC should be representative of the campuses and
3 departments represented by that SPC. If two or more separate departments are represented on a
4 given SPC, then there should be an equal number of SPC members representing each of those
5 departments, if candidates are available. Only full-time faculty members from a given department
6 shall choose the SPC member(s) who shall represent that department on the SPC.

7 **6. Election of SPC Members**

8 School Personnel Committees (including one alternate member) shall be elected by the relevant full-
9 time constituent faculty (tenured and non-tenured), subject to the following provisions: (1)
10 Members of a SPC will serve for a period of one year. (2) Nominations for SPC members must be
11 received by the Dean during the spring for the following academic year. (3) Secret ballots must be
12 used. (4) Ballots must be returned to the Dean, and counted openly at a time and location
13 previously announced to faculty, to give them an opportunity to observe the process. The SPC will
14 elect a Chair (with vote, who will convene meetings) at the first meeting of each academic year.

15 The names of all SPC members shall be filed with the Provost or the SHP Vice President (as
16 applicable) and with the Presidents of both AAUP chapters no later than May 1 of the previous
17 academic year.

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

- 19 a. All tenured faculty members of a department shall be automatically included in the Department
20 Personnel Committee unless they choose not to serve.
- 21 b. All full-time faculty members in the bargaining unit—both tenured and non-tenured—may vote
22 in SPC elections, except as noted below.
- 23 c. Faculty members on terminal appointment, faculty members with "visiting" titles, adjunct
24 faculty, and faculty on half-time appointments shall not be permitted to vote in any SPC election
25 or to serve on any SPC or DPC.
- 26 d. Faculty members on leaves of one year or less may vote in SPC elections, and may serve on SPCs
27 and DPCs during the period they are on leave. Faculty members on leaves of more than one
28 year shall not be permitted to vote in any SPC election, or to serve on any SPC or DPC.
- 29 e. Only tenured faculty shall serve on a SPC or DPC. If there are not enough tenured faculty
30 members to make up a SPC or DPC, tenured faculty members from one or more related
31 disciplines elected by the full-time constituent faculty to be represented by that SPC or DPC
32 (tenured and non-tenured) shall serve on that personnel committee.
- 33 f. Only faculty members at the rank of associate professor or higher can participate on the DPC or
34 SPC for promotion decisions to the level of associate professor. Similarly, only faculty members
35 at the rank of professor shall participate on the DPC or SPC for promotion decisions to the level
36 of professor.
- 37 g. An SPC or DPC member submitting a request for promotion shall not participate in any
38 promotion decision. An SPC or DPC member submitting a request for a sabbatical shall not
39 participate in any sabbatical decision.

- 1 h. Candidates for reappointment, promotion, tenure, and/or sabbatical leaves can appeal to the
2 chair of the SPC to have one member of the SPC removed for his/her deliberations. In this case
3 the alternate would substitute.
- 4 i. Any member of the SPC should, if possible, recuse him/herself from the DPC except for any
5 actions involving new hires.

6 **8. Presence of Deans**

7 Deans shall not be present during SPC or DPC deliberations.

ARTICLE XVII - PROFESSIONAL STAFF PERSONNEL COMMITTEES

8 **1. Introduction**

9 All professional staff shall be evaluated for retention and promotion by Personnel Evaluation
10 Committees (PEC's). There shall continue to be separate PEC's for Librarians, Counseling and
11 Wellness Center Counselors, and Admissions and Financial Aid Counselors. In addition, there shall
12 be a separate PEC for HEOP counselors and HEOP assistant directors.

13 **2. Library PEC**

14 The Library PEC will consist of three (3) elected members and one (1) elected alternate.
15 Qualification for election is the rank of Librarian II or above, and a minimum of four (4) years of
16 continuous service at the Institute. If fewer than three (3) individuals meet the criteria for service,
17 the three (3) eligible individuals with greatest seniority shall serve. The Library PEC will elect a Chair
18 (with vote, who will convene meetings) during the Spring for the following academic year.

19 **3. Counseling and Wellness Center and Admissions and Financial Aid PEC's**

20 The Counseling and Wellness Center and Admissions and Financial Aid PEC's will each consist of
21 three (3) elected members. If fewer than three members are available for service, professional staff
22 members from other NYIT offices elected by the full-time members to be represented by that PEC
23 shall serve on that personnel committee. The Counseling and Wellness Center and Admissions and
24 Financial Aid PEC's shall elect their Chairs (with vote, who will convene meetings) during the Spring
25 for the following academic year.

26 **4. HEOP PEC**

27 The HEOP PEC will consist of the HEOP counselors and HEOP assistant directors throughout the
28 Institute. The HEOP Director or the Director of Academic Enrichment Programs will convene the
29 first meeting. The new PEC will be chaired by its elected Chair.

1 **5. Selection of PEC Members; Filling of Vacancies**

2 Each representative and alternate to the Library, Counseling and Wellness Center, and Admissions
3 and Financial Aid PECs will be elected during the Spring for the following academic year to serve a
4 one-year term. Any vacancy will be filled within fifteen (15) days in the manner of the original
5 selection.

6 **6. Recusal from PEC Service**

7 A PEC member submitting a request for promotion shall not participate in any promotion decision.

ARTICLE XVIII - PERSONNEL PROCEDURES

8 **1. Academic Personnel Files**

9 a. The following documents shall be included among the contents of each member's personnel file:

10 1. all teaching observation reports

11 2. part A of student evaluation reports

12 3. all letters of appointment and reappointment

13 4. all documents relevant to the individual's appointment, reappointment, tenure, and
14 promotion including, but not limited to, all summary evaluation forms prepared by FPCs or
15 PECs, the Dean, and the appropriate Vice President.

16 5. In addition to any specific criteria developed by the SPC, faculty must include an Executive
17 Summary and his/her Curriculum Vitae with the portfolio submitted for reappointment,
18 promotion and tenure.

19 b. There shall be a copy of this file in two locations: the office of the appropriate Vice President
20 and the office of the appropriate Dean. Members shall have the right to review, during normal
21 business hours, the contents of their Academic Personnel Files kept at either location.
22 Additionally, members shall have the right to review their Human Resource Personnel File kept
23 at the Office of Human Resources.

24 c. Members have the right to add material to their personnel files. Any member has the right to
25 file a grievance if he or she is denied the right to inspect the contents of his/her personnel file.

26 **2. Student Evaluations of Faculty**

27 a. At or near the completion of each course taught by a faculty member, each student shall have
28 the opportunity to participate in an evaluation of the course and the faculty member's delivery
29 of the course using an online evaluation.

30 b. The online evaluation will be made available to students electronically under the direction of
31 Institutional Research in a manner designed to insure the confidentiality of the students'
32 responses.

33 c. Copies of the aggregate results of Part A will be distributed to the Dean of the school or college,

1 the faculty member and the Department Chair. The Part A questions shall include, but not be
2 limited to:

3 (i) Would you recommend the instructor to another student?

4 (ii) Were course objectives met?

5 Additional questions may be agreed upon by the Joint Standing Committee. Copies of the
6 aggregate results of Part B will be distributed to the faculty member and the Department Chair.

7 The results will be used:

- 8 1) To assist faculty members in evaluating and improving instructional methods;
- 9 2) To assist the Chairperson in evaluating the course and the faculty member's teaching
10 and to identify areas for faculty development; and
- 11 3) In the assessment of student perception for institutional improvement.

12 The Administration will only use or consider the individual or aggregate results in the Part A
13 responses in evaluating faculty for reappointment, promotion or tenure.

14 **3. Peer Observations of Faculty**

- 15 a. Peer observations must be used to evaluate the teaching performance of all non-tenured faculty
16 members and faculty members up for promotion or tenure. At least one peer observation of
17 these faculty members shall be conducted each year. These faculty members shall have the
18 right to request and receive additional observations.
- 19 b. Faculty members who intend to request reappointment, tenure or promotion must notify their
20 Dean and department Chair of this fact on or before September 1 (or, only for those in their
21 second full year of service, April 1 of the previous academic year). In addition, tenured Assistant
22 Professors or Associate Professors who are not requesting promotion but nevertheless wish to
23 have their teaching evaluated by a peer must notify their department Chair on or before
24 September 1 of that academic year.
- 25 c. The department Chair must notify any faculty member to be evaluated at least one week in
26 advance of the proposed observation, and the date of the observation must be agreed upon by
27 both parties.
- 28 d. In the peer observation forms, the observers shall evaluate candidates by providing numerical
29 ratings on a scale from 1 to 7, as follows: 1 = Unsatisfactory, 2 = Poor, 3 = Needs Improvement,
30 4 = Satisfactory, 5 = Good, 6 = Very Good and 7 = Outstanding. Only this integer seven-point
31 scale shall be used and no pluses or minuses shall be added.
- 32 e. Within one week after each peer observation, the evaluator shall fill out the observation form
33 and shall show the complete filled-out form to the faculty member who was observed. The
34 faculty member shall be permitted to add his or her own comments in the space provided and
35 both the evaluator and the observed faculty member shall sign the form. The observed faculty
36 member must be provided with a complete copy of the form (including both signatures) before
37 the form is transmitted to any faculty personnel committee.
- 38 f. The Dean and the Provost or the SHP Vice President (as applicable), following the procedures set
39 forth in paragraph c. and professional courtesy can observe and evaluate the teaching
40 performance of all non-tenured faculty members and faculty members up for tenure and
41 promotion. If the Dean or the Provost or the SHP Vice President (as applicable) chooses to

1 evaluate a faculty member, the faculty member must receive and sign a copy of the report
2 before it becomes a part of his or her personnel file.

3 g. For courses taught asynchronously, no individuals other than the faculty member teaching the
4 course and the students enrolled in that course shall electronically access any course materials
5 or communications, including but not limited to, all materials prepared by the instructor and all
6 items submitted by students, except with the advanced written permission of the faculty
7 member teaching the course. Outside visitors will not be allowed in any Distributed Learning
8 course unless the faculty member agrees in advance to their presence.

9 h. In order to insure an equitable assessment of the teaching and learning environment in a fully
10 online course the faculty member may be asked by a peer or administrative reviewer (as
11 provided in (f) above) to provide only the following artifacts:

12 1) Syllabus

13 2) Course Outline

14 3) Activity designed to deliver instruction (i.e. E-lecture, PowerPoint) and associated outcomes

15 4) Description of assessment used to determine if the outcomes were met

16 5) Samples of student work or postings with personal identifiers removed

17 6) Grade distribution for the assessment (if available)

18 7) Narrative description of how the course is conducted

19 8) OLC Chair's weekly report covering the period of instruction

20 9) Class enrollment

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

24 **4. Portfolios**

25 All portfolios shall be submitted in electronic form.

26 **5. Evaluations of Faculty by Chairs**

27 a. Each full-time faculty member requesting reappointment, tenure and/or promotion shall receive
28 a written evaluation from his or her Chair (or other immediate supervisor such as Director).

29 b. The Chair shall meet with the faculty member no later than October 15 to discuss the faculty
30 member's evaluation. No later than November 1, the Chair must give the faculty member a
31 draft of the written evaluation. The final evaluation is due to the faculty member and the FPC
32 no later than November 8. The faculty member may submit a written response to the
33 evaluation to the FPC and the Chair, no later than November 15.

34 c. Both the Chair's evaluation and the faculty member's response (if any) shall become part of the
35 portfolio to be submitted by that faculty member to the relevant FPC. The FPC shall not
36 commence review of the portfolio until the candidate has had at least one week to respond to
37 the Chair's evaluation.

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

2 In accordance with Standard III, Criteria 2.e of the Middle States Commission on Higher Education
3 Standards for Accreditation, all academic departments will have written, disseminated, clear, and
4 fair criteria, as well as expectations, policies, and procedures for reviewing all full-time and part-time
5 faculty on a regular basis. Complete documentation of faculty review criteria, policies, and
6 procedures for all departments will be maintained in the Office of Academic Affairs.

7 For example:

- 8 • Institution-level goals are supported by colleges and schools in their strategic plans, and
9 goals from those plans are shared with departments and individual faculty.
- 10 • Faculty discuss with chairs, or where appropriate, faculty mentors or assigned peers, how
11 their work in the coming year will support departmental goals and what resources they will
12 need.
- 13 • At the end of the year, the chair and faculty member will review their progress, note how
14 well resource needs were met in support of the faculty member’s goals, and the process will
15 repeat itself.
- 16 • These reviews remain as conversations between the chair and the faculty member, but
17 aggregated details can be used to highlight faculty accomplishments and to prepare budgets
18 and capital requests.

19 Programs with professional accreditation (e.g. ABET, AACSB, etc.) may use the faculty review
20 process required by the accreditor to meet this requirement by providing the Office of Academic
21 Affairs complete documentation of the required review process.

22 **7. Criteria for Reappointment, Tenure and Promotion of Faculty**

- 23 a. After departmental criteria are developed and/or revised, they will be submitted to the
24 appropriate school. Each School shall be responsible for publishing its criteria for tenure and
25 promotion considerations and for making them available to faculty. These criteria must be sent
26 to new faculty, by the Dean’s office, and the time of hire and placed in the personnel file of a
27 tenure-track faculty member from the inception of his/her first year of appointment.
- 28 b. The faculty served by an SPC shall either ratify the existing procedures or modify them as
29 needed at a faculty meeting held no later than April 1 for the following academic year. These
30 criteria and procedures shall be published and distributed to all faculty members within a
31 School, by the SPC and copies shall be given to the AAUP and the Provost or the SHP Vice
32 President (as applicable) by April 15 of each year. There shall be no consideration of any
33 changes in faculty status of any individual in a School unless this document is approved and
34 distributed as specified above.
- 35 c. All faculty meetings to formulate, ratify, and modify these criteria and procedures shall occur in
36 the spring semester for the following academic year, and shall be presided over by the Chair of
37 the SPC or, if necessary, a replacement elected by that SPC.
- 38 d. Where they exist, DPCs must develop guidelines (in conjunction with minimal criteria set forth
39 by the Provost or the SHP Vice President (as applicable)) for the preparation of electronic
40 portfolios to be submitted by candidates seeking reappointment, promotion, or tenure. These
41 are submitted to and ratified by the appropriate SPC no later than March 1, for the following
42 academic year, so that they may be taken into consideration when revising SPC procedures. In

1 the absence of a DPC, the SPC assumes both responsibilities. The committees may solicit
2 recommendations from outside the School or Institute and may solicit information from inside
3 the Institute. It is important for them to recognize that their principal purpose is to maintain
4 academic quality control as well as to certify the compatibility of the candidates within the NYIT
5 community.

- 6 e. All faculty personnel committees shall evaluate all candidates by providing numerical ratings on
7 a scale from 1 to 7, as follows: 1 = Unsatisfactory, 2 = Poor, 3 = Needs Improvement, 4 =
8 Satisfactory, 5 = Good, 6 = Very Good and 7 = Outstanding. Only this integer seven-point scale
9 shall be used and no pluses or minuses shall be added. The personnel committee guidelines
10 should include specific definitions of these numerical rankings.
- 11 f. All candidates will receive summary evaluations using the three general categories of teaching,
12 scholarship, and service, accompanied by substantive commentary in each of these areas.
- 13 1) The overall category of “teaching” could include such areas as: classroom teaching;
14 curriculum and program development; assessment of student learning, especially as it
15 relates to accreditations; application of technology to education; inter-disciplinary and
16 cross-disciplinary courses and program development; successful team-teaching of multi-
17 disciplinary courses; integration of scholarship results into teaching; innovations in online
18 teaching.
- 19 2) The overall category of “scholarship” could include such areas as: research activities;
20 exhibitions and creative works: submission of quality proposals to external funding sources;
21 successful research proposals in attracting external grants; quality supervision of graduate
22 students and students’ theses; serving as a peer reviewer or on a board of respected
23 journals, papers and publications; demonstration of professional competence appropriate
24 to a discipline; development of inter-disciplinary and cross-disciplinary research activities,
25 proposals, joint research grants with NYIT faculty in NY and/or globally; development of
26 successful university research centers.
- 27 3) The overall category of “service” could include such areas as: student advisement and
28 mentoring; student recruitment and retention; service to the NYIT community; service to
29 the community at large including serving on an advisory or editorial board of a learned
30 journal, organization of national and international conferences, serving on government
31 review panels; organizing major events at NYIT which would enhance reputation, retention
32 and recruitment; serving on the leadership of successful NYIT Centers and Institutes with
33 interdisciplinary focus; and revenue generation efforts such as organizing and participating
34 in workshops, assisting with NYIT fundraising efforts, origination of short courses, and
35 participation in summer camps.

36 In accordance with the Institute's traditional commitment to educational technology, a strong,
37 positive weighting will be added to the evaluation of faculty members who have made
38 significant innovation in the area of collegiate instruction, research and community service.

39 g. External Evaluations:

40 A list of names of up to ten external evaluators consisting of up to five (5) selected by the
41 candidate and up to five (5) selected by the DPC (or SPC if there is no DPC) will be agreed upon
42 by the candidate and the DPC (or SPC if there is no DPC) and submitted to the Department Chair
43 no later than September 15.

- 44 h. No later than October 1, the Chairperson will send, with a copy to the DPC (or SPC if there is no

1 DPC) Chair, a common solicitation letter to all these external evaluators and include: 1) a link to
2 the eportfolio materials of the Scholarship, Creative, or Professional Activities section of the
3 candidate's portfolio and the candidate's Curriculum Vitae; and 2) a copy of the SPC criteria for
4 that candidate. All external evaluations by peers on scholarship and creative or professional
5 activities for all tenure and promotion candidates shall be included in the external evaluation of
6 the e-portfolio, and these evaluations will not be shared with the candidate. Excerpts may be
7 included in the Department Chair and/or DPC/SPC reports without identification of the source.
8 Additional specific requirements within the categories of teaching, scholarship, and service may
9 be specified prospectively by the faculty served by an SPC. Such additional requirements must,
10 however, be transmitted in writing to all faculty served by that SPC no later than October 15 of
11 that academic year.

- 12 i. The Chair of the DPC or SPC, if there is no DPC, will be copied on all communications between the
13 department chair and the external evaluator.
- 14 j. The criteria for evaluation of a given non-tenured faculty member shall not be changed during
15 that candidate's probationary period, provided that the faculty member may request to have
16 newly-adopted criteria applied.
- 17 k. These criteria and all other procedures regarding faculty status decisions (appointment,
18 reappointment, tenure, and promotion) shall be determined by the SPC in consultation with the
19 faculty served by that SPC.
- 20 l. Personnel evaluations shall take into account each candidate's entire history at NYIT. A
21 candidate's record of achievement prior to his or her appointment to the NYIT faculty may be
22 considered, but the emphasis of the evaluation should be upon performance while at NYIT. In
23 evaluating a candidate for promotion to full Professor, some emphasis should be given to the
24 candidate's achievements since his or her promotion to Associate Professor.
- 25 m. In order to be considered for a favorable recommendation for reappointment in the second and
26 third years of service from a faculty personnel committee, a candidate must receive a rating of
27 four (4) or higher in Teaching and in Scholarship. Meeting these minimum requirements does not
28 guarantee a favorable outcome.
- 29 n. In order to be considered for a favorable recommendation for reappointment in the fourth year
30 and beyond, for promotion, or for tenure, a candidate must receive a rating of five (5) or higher
31 in Teaching and in Scholarship; and a rating of four (4) or higher in Service. Meeting these
32 minimum requirements does not guarantee a favorable outcome.

33 8. Procedures for Considering Requests for Reappointment, Promotion, Tenure, and 34 Sabbatical Leaves

- 35 a. All evaluations shall be based upon written records provided by the candidates and verified by
36 the FPC/PEC.
- 37 b. All FPCs and PECs shall elect Chairs and Secretaries during the Spring term for the following
38 academic year.
- 39 c. Minutes of all FPC and PEC meetings must be maintained. The minutes must reflect the date of
40 the meeting, the names of those in attendance, the name(s) of the candidate(s) discussed and
41 the decision of the committee with respect to each candidate. Except for the minutes and the
42 recommendation of the Committee, the discussions of the FPC and PEC are confidential.

- 1 d. All FPCs and PECs must submit reports in writing. Reports of DPCs shall be submitted to the
2 appropriate SPC; reports of SPCs shall be submitted to the Dean of that School; reports of PECs
3 shall be submitted to the next higher level.
- 4 e. Reports of FPCs, PECs, Deans, and the appropriate Vice President must include clearly-stated
5 reasons for the recommendations made.
- 6 f. Copies of all recommendation reports of personnel committees and Deans shall be sent by email
7 (with acknowledgement by return email required) to the candidate at the same time that they
8 are sent to the next level of review. The Chairs of personnel committees (FPCs and PECs) are
9 responsible for sending out copies of their personnel committee recommendation reports to the
10 candidate, and the Dean is responsible for sending his or her recommendation report to the
11 candidate.

12 **9. Special Provisions Applicable to Adjunct Faculty Members**

- 13 a. The appointment, reappointment, and promotion recommendations for adjunct faculty will be
14 evaluated by the appropriate FPC(s) in accordance with criteria determined by the DPC and
15 approved by the SPC.
- 16 b. Adjunct Reviews. The department chair and the DPC, or the SPC if there is no DPC, will conduct
17 an annual evaluation of all adjunct faculty for the purposes of reappointment. In the first year
18 of employment, this annual evaluation may occur before the second semester.

19 **10. Provisions Applicable When Faculty Members Request Reappointment, Tenure, 20 Promotion, and/or Sabbatical Leave**

21 **a. Full-Time Faculty Members Newly Appointed at the Start of a Spring Semester**

22 Full-time faculty members who were newly appointed at the start of a Spring semester, must
23 notify their Chair and Dean if they wish to be considered for reappointment by March 1. The
24 Chair shall meet with the faculty member to discuss the faculty member's evaluation by April 1.
25 The report of the Chair goes to the Dean for evaluation and final recommendation for
26 continuation or termination by April 15. The Dean's final recommendation for continuation or
27 termination is sent to the Provost or the SHP Vice President (as applicable) by May 1. The
28 recommendation of the Provost or the SHP Vice President (as applicable) goes to the President
29 (with a copy to the candidate) by May 15. If it is ultimately decided that this faculty member is
30 not to be reappointed for the full academic year, then the faculty member shall be so notified by
31 June 15, and shall be terminated effective August 31 of that academic year.

32 **b. Full-Time Faculty Members Appointed to Two-Year Terms**

33 As is explained in Article XIV.6., a full-time tenure track faculty member may be appointed to a
34 two-year term with the agreement of the appropriate SPC, as well as of the appropriate Dean
35 and Vice President. Full time faculty members must notify their Chair and Dean if they wish to
36 be considered for reappointment by November 1. Such a faculty member shall be evaluated by
37 his or her Chair each year. The deadlines shown in the chart on page 56 shall apply when the
38 faculty member is evaluated by his or her Chair in the first year, and when the faculty member
39 applies for reappointment in the second year.

40 **c. Delivery of Documents**

41 The Dean shall be responsible for the timely delivery of all documents necessary for review.

1 **d. Notification Requirement**

2 The faculty member must notify the Chair and the Dean that he/she intends to apply for
3 reappointment, tenure and/or promotion no later than September 1. The dean’s office must
4 send a complete list of all faculty requesting personnel actions, and the specific actions, to
5 Academic Affairs no later than September 10.

6 **e. Submission of Electronic Portfolios**

7 Candidates' electronic portfolios must be submitted by December 1 of the academic year in
8 which the candidates are applying.

9 **f. Report of Departmental Personnel Committee (DPC)**

10 The report of the Department Chair and the DPC (if a DPC exists in that School) goes from the
11 Chair of the DPC to the SPC (with a copy to the candidate). All DPC recommendation reports
12 must be received by the appropriate SPCs and by the candidates no later than February 1.

13 **g. Report of School Personnel Committee (SPC)**

14 The next report goes from the Chair of the SPC to the Dean (with a copy to the candidate, the
15 Department Chair, and the Chair of the DPC). This report must address each criterion and
16 describe in detail the basis for every conclusion that differs from that of the prior
17 recommendations. All SPC recommendation reports must be received by the Deans and by the
18 candidates no later than March 1.

19 **h. Meetings of Dean with SPC**

20 After a SPC has completed its deliberations and transmitted its final written report to the Dean,
21 within ten business days, but no later than March 15, the Dean must meet with that SPC to
22 discuss its recommendations. If after this meeting the Dean's intention is to make a recommen-
23 dation in any way different from the recommendation of the SPC, at least five business days
24 before the Dean transmits his or her recommendation together with the recommendation of
25 the SPC to the Provost or the SHP Vice President (as applicable) (with a copy to the candidate,
26 the Department Chair and the Chair of the SPC and the Chair of the DPC), but no later than
27 March 31, the Dean shall advise the SPC of the specific reasons why his/her recommendation
28 differs and discuss his/her differences with the SPC in an effort to resolve them.

29 **i. Report of Dean**

30 The next report goes from the Dean to the Provost or the SHP Vice President (as applicable)
31 (with a copy to the candidate, the Department Chair, the Chair of the SPC and the Chair of the
32 DPC). In all cases, the Provost or the SHP Vice President (as applicable) shall receive at least two
33 separate recommendations: one from the Dean and one from the SPC. All Deans' and SPC
34 recommendation reports must be received by the Provost or the SHP Vice President (as
35 applicable) and by the candidates no later than April 1. The Dean’s recommendation to the
36 Provost or the SHP Vice President (as applicable) must address, in writing, the detailed
37 recommendations and justifications in the areas of teaching, scholarship, and service, received
38 from the SPC (as described in Section g. above).

39 **j. Report of Provost or the SHP Vice President**

40 1) The Provost or the SHP Vice President will invite each candidate for tenure to meet with
41 him/her in person before submitting a recommendation to the President.

- 1 2) The recommendation of the Provost or the SHP Vice President on each candidate for
2 reappointment, tenure, promotion, and/or sabbatical leave shall be submitted to the
3 President by May 1 of the academic year in which the candidate is applying. The Provost or
4 the SHP Vice President will send his or her recommendation to each candidate, the
5 Department Chair, the Chair of the DPC, and the Chair of the appropriate SPC by email (with
6 acknowledgement by return email required) at the time of its transmittal to the President.

- 7 3) Each year’s report from the Department Chair, DPC, SPC, Dean and Vice President will
8 become a permanent part of the candidate’s portfolio until such time he/she is evaluated
9 for tenure.

Personnel Procedure Summary Chart for NYIT Faculty Members

Step in the Process	Faculty newly hired at the start of the Spring semester	Faculty in their first full academic year of service (includes faculty hired the previous January)	Faculty in their second full academic year of service	Faculty in their third or subsequent full academic years of service
Faculty members must notify their Chair and Dean in writing if they wish to be considered for tenure, promotion, or reappointment.	March 1	November 1	April 1 (of previous Academic Year)	No Later Than September 1
Faculty and the DPC must provide an agreed upon list of up to ten external evaluators to their Department Chair. Candidate must provide a link to an eportfolio page containing an updated executive summary CV and scholarship documentation that he/she wants reviewed by the external evaluators.	N/A	N/A	N/A	No Later Than September 15 (tenure and promotion only)
Letters to external evaluators will be sent out by the Department Chair, with a copy to the DPC Chair (or SPC Chair if no DPC exists).	N/A	N/A	N/A	No Later Than October 1 (tenure and promotion only)
The Chair shall meet with the faculty member to discuss the faculty member's evaluation.	April 1	November 1	April 15 (of previous Academic Year)	October 15
The Chair must give the faculty member a draft of the written evaluation.	N/A	N/A	May 1 (of previous Academic Year)	November 1
The number of external evaluations returned needs to be shared with the faculty member and the DPC by the Chair.	N/A	N/A	N/A	November 1 (tenure and promotion only)
The final Chair evaluation must be sent to the faculty member and to the FPC(s).	N/A	N/A	May 15 (of previous Academic Year)	November 8
The faculty member may submit a written response to the evaluation to both the FPC(s) and the Chair.	N/A	N/A	June 1 (of previous Academic Year)	November 15
Faculty members seeking reappointment, promotion, tenure, and/or sabbatical leaves must submit their portfolios to the appropriate DPC (or SPC, if no DPC is formed).	N/A	N/A	October 1	December 1
The report of the DPC (if it exists) goes from the Chair of the DPC to the SPC (with a copy to the candidate).	N/A	N/A	October 15	February 1
The report of the chair goes to the Dean for evaluation and final recommendation for continuation or termination	April 15	December 1	N/A	N/A
Dean's final recommendation for continuation or termination is sent to the Provost or SHP VP	May 1	December 15	N/A	N/A
The report of the SPC goes from the Chair of the SPC to the Dean (with a copy to the candidate).	N/A	N/A	November 1	March 1
The Dean must set a meeting with the SPC to discuss its recommendations, and the SPC must respond in a timely fashion.	N/A	N/A	November 8	March 15
If, after this meeting, the Dean's intention is to make a recommendation in any way different from the recommendation of the SPC, the Dean shall advise the SPC of the specific reasons why his/her recommendation differs and discuss his/her differences with the SPC in an effort to resolve them	N/A	N/A	November 15	March 31
The Dean transmits his or her recommendation (together with recommendations of the DPC and SPC) to the Provost or SHP Vice President (with a copy to the candidate).	N/A	N/A	November 15	April 1
The recommendation (confirmation of reappointment for 1 st year faculty) of the Provost or SHP VP goes to the President (with a copy to the candidate).	May 31	December 22	December 1	May 1
Date by which the faculty member must receive notice if he or she is not to be reappointed.	June 15	December 31	December 15	August 31
What happens if the faculty member does not get reappointed	Member is terminated effective August 31	Member may be given appointment only for the remainder of the academic year.	Member serves only for the remainder of the academic year.	Member receives a one-year terminal appointment (for the following academic year).

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

3 Each PEC shall meet separately to recommend candidate(s) for reappointment, promotion, and/or
4 sabbatical leave. More than one person may be recommended.

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

6 As is explained in Article XIV.6.a.(2)(a), the initial contract for such staff members shall be for a
7 time period of less than one year, and shall terminate on August 31 of that academic year.

8 For these members, the relevant PEC shall meet near the end of that Spring semester to
9 formulate recommendations concerning the reappointment of the staff member for the
10 forthcoming full academic year. (The newly-hired member shall neither be required to request
11 such a reappointment nor submit any paperwork in connection therewith.) The
12 recommendation of the PEC shall be submitted to the appropriate Vice President by May 15
13 (with a copy to the candidate). The recommendation of the appropriate Vice President shall be
14 submitted to the President by June 1 (with a copy to the candidate). If it is ultimately decided
15 that this member is not to be reappointed for the full academic year, then the member shall be
16 so notified by July 1, and shall serve until the end of the current academic year (i.e., until August
17 31).

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

19 All professional staff receive multi-year contracts beginning with their third full academic year of
20 service. (They receive two-year contracts in their third through sixth full academic years of
21 service, and three-year contracts beginning with their seventh full academic year of service.) In
22 addition, as is explained in Article XIV.4., a newly-hired full-time professional staff member may
23 be appointed to a two-year term with the agreement of the relevant PEC, as well as of the
24 appropriate Dean and Vice President. All professional staff members with such multi-year
25 contracts must apply for reappointment (and are evaluated by their supervisors) only once
26 during this period, in the last year of the contract, unless they request to be considered for
27 promotion.

Important Note: The specific deadlines shown in paragraphs c. through g. below apply only to professional staff members in their third or subsequent full academic years of service. For complete details pertaining to all professional staff members, please refer to the charts on pages 60 through 63.

28 **c. General Provisions Applicable to All Professional Staff Members**

- 29 1) On or before December 1, the Chair of the relevant PEC shall: (a) notify affected members
30 that their term contracts will expire and that they need to submit their electronic portfolios
31 by the due date (February 15) if they wish to be considered for promotion, and (b) inform
32 the individuals who supervise all such members that they will need to prepare and submit
33 their evaluations of the candidates by the due date (February 1).
- 34 2) Professional staff members who wish to be considered for promotion must notify the Chair
35 of their PEC of this fact by December 15.

- 1 3) The individual supervising a professional staff member must evaluate the candidate and
2 submit his or her written evaluation to the Chair of the PEC and to the candidate by
3 February 1.
- 4 4) A professional staff member has the right to respond to the written evaluation submitted by
5 his or her supervisor. Any such response must be submitted in writing to the Chair of the
6 PEC within five business days of the receipt of the supervisor’s evaluation by the candidate.
- 7 5) A professional staff member requesting promotion must submit his or her electronic
8 portfolio to the PEC Chair by February 15. (No portfolio is required for a professional staff
9 member who is only requesting reappointment.)
- 10 6) The PEC shall meet to discuss what recommendations it will make with respect to
11 reappointment and promotion of professional staff members.
- 12 7) Professional staff members have the right to respond to, and appeal, recommendations
13 made by their PEC, the next higher level(s), or the appropriate Vice President in accordance
14 with the provisions of Article XVIII.10.g. (Rights of Members to Respond and Appeal)

15 **d. Specific Provisions Applicable to Librarians [SEE PAGE 60]**

- 16 1) If someone has been designated specifically to supervise the NYIT library system (such as a
17 Director of Libraries or Dean of Libraries), then: (1) the recommendation of the Library PEC
18 must be sent to this person (with a copy to the candidate) no later than March 1. This
19 person shall then submit his or her own recommendation to the Vice President for
20 Academic Affairs (with a copy to the candidate) no later than April 1.
- 21 2) If no one has been designated specifically to supervise the NYIT library system, then the
22 recommendation report of the Library PEC must be sent directly to the Vice President for
23 Academic Affairs (with a copy of the candidate) no later than April 1.
- 24 3) The Vice President for Academic Affairs shall submit his or her recommendation to the NYIT
25 President (with a copy to the candidate) by May 1.

26 **e. Specific Provisions Applicable to HEOP Counselors [SEE PAGE 61]**

- 27 1) The recommendation report of the HEOP PEC must be sent to the HEOP Director (with a
28 copy to the candidate) no later than March 15.
- 29 2) The HEOP Director shall then submit his or her own recommendation to the Vice President
30 for Enrollment Management (with a copy to the candidate) no later than March 31.
- 31 3) The Vice President for Enrollment Management shall submit his or her recommendation to
32 the NYIT President (with a copy to the candidate) during the second half of April.

33 **f. Specific Provisions Applicable to Student Services Counselors [SEE PAGE 62]**

- 34 1) The recommendation report of the Counseling and Wellness Center PEC must be sent to the
35 Director of the Academic Health Centers (with a copy to the candidate) no later than March
36 15.
- 37 2) The Director of the Academic Health Centers shall then submit his or her own
38 recommendation to the Vice President for Medical Affairs (with a copy to the candidate) no
39 later than March 31.
- 40 3) The Vice President for Medical Affairs shall submit his or her recommendation to the NYIT
41 President (with a copy to the candidate) during the second half of April.

1 g. **Specific Provisions Applicable to Admissions and Financial Aid Services Counselors**
2 **[SEE PAGE 63]**

- 3 1) The recommendation report of the Admissions and Financial Aid PEC must be sent to the
4 Dean of Admissions and Financial Aid (with a copy to the candidate) no later than March 15.
- 5 2) The Dean of Admissions and Financial Aid shall submit his or her recommendation to the
6 Vice President for Enrollment (with a copy to the candidate) no later than March 31.
- 7 3) The Vice President for Enrollment shall submit his or her recommendation to the NYIT
8 President (with a copy to the candidate) during the second half of April.

9 **12. Provisions Applicable to All Members (Faculty and Professional Staff) Requesting**
10 **Reappointment, Tenure, Promotion, and/or Scholarly Leave (Sabbatical Leaves and**
11 **Scholar Incentive Awards)**

12 a. **Recommendations Subsequent to Vice President and Notification**

- 13 1) The President shall make his recommendations to the Board of Trustees at its May or
14 June meeting.
- 15 2) In all matters mentioned above, the decision of the Board of Trustees shall be final and
16 binding and shall not be subject to arbitration.
- 17 b. If a member's application for reappointment, promotion, tenure, or sabbatical leave is rejected,
18 the member shall be notified in writing by the appropriate Vice President, and such notification
19 shall include a statement that the member may request from the appropriate Vice President a
20 written account of the reasons for the determination, which must be received within fourteen
21 (14) days of delivery of the written request.
- 22 c. If the administration either rejects a personnel application over the positive recommendation of
23 a personnel committee, or approves a personnel application over the negative recommendation
24 of a personnel committee, the appropriate Vice President or the President shall advise the
25 personnel committee of its reasons in writing.

Personnel Procedure Summary Chart For NYIT Librarians

Step in the process	Special Provisions for Mid-Year Hires		Librarians in the first or second full academic year of service*	Librarians in the third or subsequent full academic years of service
	Librarian hired after an academic year has started, but before March 1	Librarian hired after an academic year has started, and after March 1		
Duration of the term contract which the Librarian received	Less than one academic year; shall terminate on August 31 of that academic year.	More than one academic year; shall terminate on August 31 of the following academic year.	One Year	Two Years (for third through sixth year) or Three Years (beginning with the seventh year)
Deadline for the Chair of the Library PEC to: (1) notify affected Librarians that their term contracts will expire and that they need to submit their electronic portfolios by the due date if they wish to be considered for promotion, and (2) request the individual who supervises these Librarians that he or she must evaluate the candidate and submit the evaluation by the due date.	N/A	No action is required during the fraction of the academic year when the Librarians began their employment. Such Librarians first apply for reappointment later that calendar year (see next column).	September 1	December 1
Librarians who wish to be considered for promotion shall notify the Chair of the Library PEC of this fact by this date. (Librarians may not apply for promotion unless they have met the requirements for promotion to the next rank.)	N/A		October 1	December 15
The individual supervising the Librarian must evaluate the candidate and submit his or her written evaluation to the Library PEC and to the candidate by this date.	N/A		November 1	February 1
Candidates seeking to be promoted must submit his/her electronic portfolio to the Library PEC Chair by this date. No portfolio is required if only reappointment is requested.	N/A		December 1	February 15
The report of the Library PEC goes from the Chair of the Library PEC to the Dean/Director of Libraries (with a copy to the candidate). **	May 15		December 20	March 1
Final recommendation for continuation or termination is sent to the VPAA	June 1		N/A	N/A
The report of the Dean/Director of Libraries goes to the Vice President for Academic Affairs (with a copy to the candidate).	N/A		January 15	April 1
The recommendation of the VPAA goes to the President (with a copy to the candidate).	June 1		February 1	May 1
Date by which the staff member must receive notice if he or she is not to be reappointed.	July 1	March 1	August 31	
What happens if the Librarian does not get reappointed	Member serves until the end of the current academic year (i.e. until August 31).	Member serves until the end of the current academic year.	Member serves until the end of the following academic year.	

* - Librarians hired after the start of the previous academic year will need to apply for reappointment according to this schedule because they will now be in their first full academic year of service

** - If NYIT does not have a Dean/Director of Libraries, then the Library PEC will need to submit its report directly to the Vice President for Academic Affairs by the date listed.

Personnel Procedure Summary Chart For NYIT HEOP Counselors and Assistant Directors

Step in the process	Special Provisions for Mid-Year Hires		HEOP Counselor or Assistant Director in the first or second full academic year of service*	HEOP Counselor or Assistant Director in the third or subsequent full academic years of service
	HEOP Counselor or Assistant Director hired after an academic year has started, but before March 1	Counselor or Assistant Director hired after an academic year has started, and after March 1		
Duration of the term contract which the HEOP Counselor or Assistant Director received	Less than one academic year; shall terminate on August 31 of that academic year.	More than one academic year; shall terminate on August 31 of the following academic year.	One Year	Two Years (for third through sixth year) or Three Years (beginning with the seventh year)
Deadline for the Chair HEOP PEC to: (1) notify affected HEOP Counselors or Assistant Directors that their term contracts will expire and that they need to submit their electronic portfolios by the due date if they wish to be considered for promotion, and (2) request the individual who supervises these HEOP Counselors or Assistant Directors that he or she must evaluate the candidate and submit the evaluation by the due date.	N/A	No action is required during the fraction of the academic year when the Counselors began their employment. Such Counselors first apply for reappointment later that calendar year (see next column).	October 1	December 1
HEOP Counselors or Assistant Directors who wish to be considered for promotion shall notify the Chair of the HEOP PEC of this fact by this date. (HEOP Counselors or Assistant Directors may not apply for promotion unless they have met the requirements for promotion to the next rank.)	N/A		October 15	December 15
The individual supervising the HEOP Counselor or Assistant Director must evaluate the candidate and submit his or her written evaluation to the HEOP PEC and to the candidate by this date.	N/A		November 1	February 1
Candidates seeking to be promoted must submit to the HEOP PEC by this date. (No portfolios required if reappointments are requested.)	N/A		November 15	February 15
The report of the HEOP PEC goes from the Chair of this PEC to the HEOP Director (with a copy to the candidate).	May 15		December 15	March 15
The report of the HEOP Director goes to the Vice President for Enrollment (with a copy to the candidate).	N/A		January 15	March 31
The recommendation of the Vice President for Enrollment goes to the President (with a copy to the candidate).	June 1		February 1	During the second half of April
Date by which the staff HEOP Counselor or Assistant Director must receive notice if he or she is not to be reappointed.	July 1		March 1	August 31
What happens if the Counselor does not get reappointed	Member serves until the end of the current academic year (i.e. until August 31).		Member serves until the end of the current academic year.	Member serves until the end of the following academic year.

* - HEOP Counselors hired after the start of the previous academic year will need to apply for reappointment according to this schedule because they will now be in their first full academic year of service

Personnel Procedure Summary Chart for NYIT Student Services Counselors

Step in the process	Special Provisions for Mid-Year Hires		Counselors in the first or second full academic year of service*	Counselors in the third or subsequent full academic years of service
	Counselor hired after an academic year has started, but before March 1	Counselor hired after an academic year has started, and after March 1		
Duration of the term contract which the Counselor received	Less than one academic year; shall terminate on August 31 of that academic year.	More than one academic year; shall terminate on August 31 of the following academic year.	One Year	Two Years (for third through sixth year) or Three Years (beginning with the seventh year)
Deadline for the Chair of the Counseling Center PEC to: (1) notify affected Counselors that their term contracts will expire and that they need to submit their electronic portfolios by the due date if they wish to be considered for promotion, and (2) request the individual who supervises these Counselors that he or she must evaluate the candidate and submit the evaluation by the due date.	N/A	No action is required during the fraction of the academic year when the Counselors began their employment. Such Counselors first apply for reappointment later that calendar year (see next column).	October 1	December 1
Counselors who wish to be considered for promotion shall notify the Chair of the Counseling Center PEC of this fact by this date. (Counselors may not apply for promotion unless they have met the requirements for promotion to the next rank.)	N/A		October 15	December 15
The individual supervising the Counselor must evaluate the candidate and submit his or her written evaluation to the Counseling Center PEC and to the candidate by this date.	N/A		November 1	February 1
Candidates seeking to be promoted must submit to the Counseling Center PEC by this date. (No portfolios required if reappointments are requested.)	N/A		November 15	February 15
The report of the Counseling Center PEC goes from the Chair of this PEC to the Director of the Academic Health Centers (with a copy to the candidate).	May 15		December 15	March 15
The report of the Director of the Academic Health Centers goes to the Vice President for Medical Affairs (with a copy to the candidate).	N/A		January 15	March 31
The recommendation of the Vice President for Medical Affairs goes to the President (with a copy to the candidate).	June 1		February 1	During the second half of April
Date by which the staff member must receive notice if he or she is not to be reappointed.	July 1		March 1	August 31
What happens if the Counselor does not get reappointed	Member serves until the end of the current academic year (i.e. until August 31).		Member serves until the end of the current academic year.	Member serves until the end of the following academic year.

* - Counselors hired after the start of the previous academic year will need to apply for reappointment according to this schedule because they will now be in their first full academic year of service

Personnel Procedure Summary Chart for NYIT Admissions and Financial Aid Counselors

Step in the process	Special Provisions for Mid-Year Hires		Counselors in the first or second full academic year of service*	Counselors in the third or subsequent full academic years of service
	Counselor hired after an academic year has started, but before March 1	Counselor hired after an academic year has started, and after March 1		
Duration of the term contract which the Counselor received	Less than one academic year; shall terminate on August 31 of that academic year.	More than one academic year; shall terminate on August 31 of the following academic year.	One Year	Two Years (for third through sixth year) or Three Years (beginning with the seventh year)
Deadline for the Chair of the Admissions and Financial Aid PEC to: (1) notify affected Counselors that their term contracts will expire and that they need to submit their electronic portfolios by the due date if they wish to be considered for promotion, and (2) request the individual who supervises these Counselors that he or she must evaluate the candidate and submit the evaluation by the due date.	N/A	No action is required during the fraction of the academic year when the Counselors began their employment. Such Counselors first apply for reappointment later that calendar year (see next column).	October 1	December 1
Counselors who wish to be considered for promotion shall notify the Chair of the Admissions and Financial Aid PEC of this fact by this date. (Counselors may not apply for promotion unless they have met the requirements for promotion to the next rank.)	N/A		October 15	December 15
The individual supervising the Counselor must evaluate the candidate and submit his or her written evaluation to the Admissions and Financial Aid PEC and to the candidate by this date.	N/A		November 1	February 1
Candidates seeking to be promoted must submit to the Admissions and Financial Aid PEC by this date. (No portfolios required if reappointments are requested.)	N/A		November 15	February 15
The report of the Admissions and Financial Aid PEC goes from the Chair of this PEC to the Dean of Admissions and Financial Aid (with a copy to the candidate).	May 15		December 15	March 15
The report of the Dean of Admissions and Financial Aid goes to the Vice President for Enrollment (with a copy to the candidate)				March 31
The report of the Vice President for Enrollment goes to the President (with a copy to the candidate).	June 1		February 1	During the second half of April
Date by which the staff member must receive notice if he or she is not to be reappointed.	July 1		March 1	August 31
What happens if the Counselor does not get reappointed	Member serves until the end of the current academic year (i.e. until August 31).		Member serves until the end of the current academic year.	Member serves until the end of the following academic year.

* - Counselors hired after the start of the previous academic year will need to apply for reappointment according to this schedule because they will now be in their first full academic year of service.

- 1 d. The decision made at the end of these proceedings shall be transmitted to the applicant
2 within twenty (20) days after such decision is determined. A member of the bargaining unit
3 shall have the right to see relevant material pertaining to the various proceedings in
4 connection with reappointment and/or tenure and/or promotion on his/her behalf.
- 5 e. A member who is denied promotion, early tenure, and/or sabbatical leave shall be informed
6 in writing of the Institute's reasons for the denial and which specific area(s) need
7 improvement for favorable future consideration by the Dean, or the appropriate Vice
8 President. The appropriate Vice President shall give the Institute's reason for the denial.
- 9 f. The foregoing provisions relating to new appointments as well as provisions relating to
10 promotion, reappointment, tenure, and sabbatical leave shall be exercised by the FPC/PEC
11 in accordance with the provisions of the affirmative action program relating to
12 discrimination in employment.

13 **g. Rights of Members to Respond and Appeal**

- 14 1) The candidates shall be informed of their rights of appeal applicable at each level of the
15 process at the time they receive the report of the FPC or PEC.
- 16 2) The candidate shall have the right to respond in writing to the next level within seven
17 days after receipt of the recommendation. If any recommendation is negative, it must
18 be sent to the candidate via email (with acknowledgement by return email required) so
19 as to give the faculty member an adequate amount of time to respond. In all cases, no
20 action shall be taken at a higher level unless the candidate has received the
21 recommendation of the lower level in writing and seven calendar days have elapsed to
22 permit the candidate the opportunity to respond to that recommendation.
- 23 3) A candidate shall be permitted to appeal a negative recommendation in writing to the
24 next highest level, provided that a candidate may appeal a negative recommendation by
25 a Vice President to the President only on the grounds of procedural violations.
- 26 4) When a candidate dissents from and appeals a decision at any level, the record of such
27 dissent should be kept and must follow the process as it moves forward and must
28 become a part of the total file reviewed by the President and the Board of Trustees.

29 **13. Non-Reappointment of Faculty**

- 30 a. If a member in his/her first full academic year of service is not to be reappointed, he/she shall
31 be given notice of non-reappointment by December 31st.
- 32 b. If a member in his/her second full academic year of service is not to be reappointed, he/she
33 shall be given notice of non-reappointment by December 15th.
- 34 c. If a non-tenured faculty member in his/her third or subsequent full academic year of service is
35 not to be reappointed, he/she shall be given at least one (1) full academic year's notice (i.e., by
36 August 31).
- 37 d. In the event of the non-reappointment of any non-tenured faculty member, such a member may
38 be assigned during the period of notice to academic duties elsewhere in the Institute and during
39 such a period of notice would receive his/her regular salary rather than the adjunct rates. After
40 the period of notice, the faculty member may be given access, on an ad hoc basis and provided
41 he or she has qualifications for the position, to a position available elsewhere in the Institute to
42 be paid at the applicable rate.

1 **14. Non-Reappointment of Professional Staff**

2 If the contracts of professional staff members are not to be renewed by FPC/PEC
3 recommendations, the individuals having one (1) year term contracts will be given notice by March
4 1st and the individuals having two (2) or three (3) year term contracts will be given at least one (1)
5 full academic year's notice (i.e., by August 31).

ARTICLE XIX - ACADEMIC FREEDOM

- 6 1. The teacher is entitled to full freedom in research and in the publication of the results, subject to
7 the adequate performance of other academic duties; but research for pecuniary return should be
8 based upon an understanding with the authorities of the Institute.
- 9 2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but should be
10 careful not to introduce into the teaching controversial matter which has no relation to the subject
11 being taught.
- 12 3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an
13 educational institution. When he/she speaks or writes as a citizen, he/she should be free from
14 institutional censorship or discipline, but the special position in the community imposes special
15 obligations. As a person of learning and an educational officer, it should be remembered that the
16 public may judge the profession and the institution by these utterances. Hence, he/she should at all
17 times be accurate, should exercise appropriate restraint, should show respect for the opinions of
18 others and should make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE XX - REDUCTION IN FORCE

- 19 1. A member of the bargaining unit may be terminated because of the elimination, reorganization, or
20 curtailment of courses of instruction or services in his school or office.
- 21 2. An initial decision that a reduction in the number of members of the bargaining unit is required for
22 any of the reasons stated in Section 1 of this Article shall be given to the Academic Senate for its
23 advice on how to facilitate such reduction. After review of the Senate's recommendations and
24 statement of reasons, the President shall make his final decision. The President shall inform the
25 Senate of his final decision in writing. The decision of the President shall be final and binding subject
26 to the provisions of Article XXIII.
- 27 3. A final decision that a reduction in the number of faculty members is required shall be made in
28 sufficient time for a faculty member who is to be terminated for the reasons stated in Section 1 of
29 this Article to receive notice of non-reappointment in accordance with Section 12 of Article XVIII of
30 this Agreement. A faculty member in his/her third or subsequent year of teaching at the Institute,
31 who is to be terminated for the reasons stated in Section 1 of this Article, shall be granted one (1)
32 year terminal appointment by the Institute. The preceding two sentences are subject to the
33 provision that the termination is not required because of bona fide financial exigency, a natural
34 catastrophe, or an act of God.
- 35 4. Professional staff members subject to termination for the reasons stated in Section 1 of this Article
36 who are working under a one (1) year contract shall be given at least sixty (60) days' notice; those
37 with a two (2) year contract at least ninety (90) days' notice; those with a three (3) year contract at
38 least one hundred and twenty (120) days' notice.

- 1 5. Where a faculty member, tenured or not tenured, is terminated because of bona fide financial
2 exigency, serious consideration shall be given, by the Institute, to the granting of one year's notice.
- 3 6. In some cases, an arrangement for the early retirement of a tenured faculty member may prove to
4 be desirable if the faculty member is agreeable to it.
- 5 7. In the case of a termination of a faculty member pursuant to Section 1 of this Article, retention
6 priorities shall be in the following order:
 - 7 a. Tenured faculty in the order of seniority by date of initial full-time appointment.
 - 8 b. Non-tenured, full-time faculty in the order of seniority by date of initial appointment.
 - 9 c. Regular part-time faculty in the order of seniority by date of initial appointment.
- 10 8. In the case of the termination of a member of the professional staff pursuant to Section 1 of this
11 Article, the termination shall be on the basis of inclusion in one of four professional staff pools, as
12 follows: (1) Librarians; (2) Counseling and Wellness Center counselors and assistant director/coun-
13 selors, (3) Admissions and Financial Aid counselors and assistant director/counselors; (4) HEOP
14 counselors and HEOP assistant directors. However, any Financial Aid counselor hired before
15 September 1, 1992 shall be considered a member of the Counseling and Wellness Center staff pool
16 as regards seniority and other customary rights and privileges. Retention priorities shall be in the
17 following order:
 - 18 a. Full-time professional staff in the order of seniority by date of initial appointment to a
19 classification covered by the collective bargaining agreement.
 - 20 b. Regular part-time professional staff in the order of seniority by date of initial appointment to a
21 classification covered by the collective bargaining agreement.
- 22 9. Members of the bargaining unit terminated pursuant to Section 1 of this Article shall be entitled to
23 recall in inverse order, that is, the last member terminated shall be the first recalled.

ARTICLE XXI - ACADEMIC SENATE

- 24 The Academic Senate's composition and scope of activities are spelled out in its Constitution. However,
25 in the event of inconsistencies between this agreement and the Senate Constitution, this agreement
26 shall have precedence.

ARTICLE XXII - ACADEMIC ORGANIZATION

- 27 1. The Institute functions through a discrete number of Schools and Colleges. The mission of each
28 School is threefold: instruction, research, and community service.
- 29 2. Each School is headed by a Dean reporting to the Vice President for Academic Affairs. As per Article
30 II of this document, Deans are excluded from membership in the bargaining unit.
- 31 3. Chairs shall be appointed by the Dean and approved by the Vice President for Academic Affairs or
32 SHP Vice President, as applicable, and the President. Chairs shall be members of the AAUP
33 bargaining unit except that this provision shall not cause the replacement of any individual serving
34 as chair as of the effective date of this Agreement who is not a member of the bargaining unit. The
35 appointment of Chairs will not take place until after consultation with the constituent faculty. The

1 constituent faculty has the right to ask that a chairperson be replaced in situations where the faculty
2 feels that it would be best for the department. Chairs shall be tenured where possible. A Dean may
3 appoint a number of Coordinators to assist in the administration of a specific School. Such Chairs
4 and Coordinators may be drawn from the membership of the collective bargaining unit. In such
5 instances, the faculty member so selected will continue to teach the number of ELH prescribed by
6 Article X.1.c. (1) of this document. Such Chairs and Coordinators will be given a separate
7 appointment letter spelling out in detail their administrative duties. The AAUP recognizes that it is a
8 prerogative of the administration to establish administrative titles.

- 9 4. Faculty members assigned to more than one campus shall identify themselves with a single campus
10 for the purpose of voting for personnel committee members and for representatives to the
11 Academic Senate, and shall inform the Vice President for Academic Affairs of their campus
12 identification. This designation shall remain in effect until such time as it is changed by the faculty
13 member.
- 14 a. A faculty member may designate either the Manhattan or Old Westbury Campus as his or her
15 home campus only if he or she teaches at least 50% of his/her total time at that campus.
16 b. Notwithstanding the foregoing provisions, a faculty member who is a Chair (or Director or
17 Coordinator) only at one or two NYIT campuses may designate as his or her home campus only
18 a NYIT campus at which he or she serves as Chair (or Director or Coordinator).
- 19 5. All elected positions within a School shall be subject to recall by the faculty.
- 20 6. Changes in academic organization and self-governance procedures shall be as determined by the
21 various Schools by November 15 of each year, except as specified by this Contract. By December 15
22 of each year, the Vice President for Academic Affairs or SHP Vice President, as applicable, and the
23 co-Presidents of the AAUP shall compile the written statement of the organization and procedures
24 agreed upon by each School and shall submit this statement to the academic Deans, who shall
25 distribute copies to all faculty members.
- 26 7. Subject to the ultimate authority of the Board of Trustees, including the authority delegated to the
27 President by the Board of Trustees, the Faculty shall be self-governing in a manner not inconsistent
28 with the provisions of the collective bargaining agreement. The Faculty, through its designated
29 bodies, shall have shared responsibility for: establishing entrance requirements to the University;
30 establishing the curriculum for each degree and course offered by NYIT, including the
31 appropriateness of the mode and method of instruction intended for each course; evaluating and
32 recommending candidates for appointment, tenure and promotion and undertaking any other
33 actions necessary to carry out its professional responsibilities as specified in this agreement.

ARTICLE XXIII - GRIEVANCE AND ARBITRATION PROCEDURES

34 1. Intent

35 The AAUP and the Institute agree that they will use their best efforts to encourage the prompt
36 settlement of complaints and grievances which may arise between members of the bargaining unit
37 and/or the AAUP and the Institute.

1 **2. Definitions**

- 2 a. A complaint is an informal claim by a member or members of the bargaining unit of improper,
3 arbitrary, or discriminatory treatment by the Institute. Complaints shall be disposed of through
4 the informal procedures provided in Section 3 of this Article.
- 5 b. A grievance is any dispute between a member or members of the bargaining unit or the AAUP
6 and the Institute involving the application and/or interpretation of the specific terms of this
7 Agreement.
- 8 c. Arbitration is the proceeding before the American Arbitration Association provided for in
9 Section 5 of this Article.

10 **3. Informal Procedures for the Resolution of Complaints and Grievances – Step 1**

11 A member of the bargaining unit who believes that he/she has a complaint under this Agreement
12 shall discuss the matter promptly with a designee of the AAUP who will attempt to resolve the
13 matter informally with relevant Institute representatives. Should the matter not be quickly and
14 satisfactorily resolved after such discussion, the Chapter may file a grievance in Step 2.

15 **4. Internal Procedures for the Resolution of Grievances - Step 2**

- 16 a. A grievance shall be filed no later than thirty (30) calendar days after it was found to exist or
17 reasonably should have been found to exist or in cases where informal resolution is sought
18 pursuant to Section 3 of this Article, no later than thirty (30) calendar days after the grievance
19 was presented as described in Step 1, or it may be considered waived.
- 20 b. A grievance shall be filed in writing and shall state the reasons for the grievance in detail and the
21 remedy sought.
- 22 c. If the grievant(s) is/are a member(s) of the bargaining unit, or the AAUP, the grievance shall be
23 filed with the Institute. If the grievant is the Institute, the grievance shall be filed with the
24 AAUP.
- 25 d. Within fifteen (15) calendar days of receipt of a grievance, there shall be a conference between
26 the President or his designee, a representative of the AAUP, and the grievant, if the grievant is
27 not the Institute or the AAUP.
- 28 e. Within fifteen (15) calendar days after this conference, the party with whom the grievance is
29 filed shall issue a decision, with reasons in writing, to the grievant with a copy to the AAUP, if
30 the grievant is not the Institute or the AAUP.

31 **5. Arbitration - Step 3**

- 32 a. If the grievance has not been settled at Step 2, the AAUP or the Institute (or in the case of a
33 suspension or termination, the faculty member) may notice the grievance for arbitration before
34 the American Arbitration Association (hereinafter referred to in this article as the "Association")
35 within ten (10) calendar days of receipt of the decision at Step 2 of the appeal.

- 1 b. A grievance concerning a decision of the Board with reference to faculty retrenchment may be
2 noticed before the Association immediately on receipt of the Board's decision. The only issue
3 submitted to the arbitrator shall be the question as to whether the decision of the Board was
4 arbitrary or capricious.
- 5 c. In arbitrations involving discipline or discharge, the Institute shall carry the burden of proof.
- 6 d. The party seeking arbitration shall request the Association to submit a panel of arbitrators for
7 selection by the parties, and the arbitration shall be conducted in accordance with the rules of
8 the Association.
- 9 e. In grievances involving decisions about tenure, or promotion, or reappointment, the arbitrator
10 shall not substitute his or her own academic judgment for that of any of the bodies or
11 individuals responsible for exercising such judgment in the peer review process. Any review by
12 the arbitrator shall be limited to an assessment of whether there has been compliance with the
13 terms of this agreement governing tenure or promotion applications. Under no circumstances
14 may the arbitrator award tenure or promotion. Where the arbitrator finds that there has been
15 non-compliance with the applicable terms of the agreement, the arbitrator may only order such
16 relief as is necessary to assure that the peer review process is carried out in conformity with the
17 terms of this agreement. Whenever the arbitrator finds that there has been a violation of the
18 agreement in a determination concerning a denial of a tenure or promotion application and that
19 such determination be recommitted to the peer review process, the arbitrator may order
20 retention of the affected faculty member, or salary continuance if retention is inappropriate, for
21 such period of time as the arbitrator deems necessary in order that compliance with the terms
22 of the peer review process may be effected.
- 23 f. In no event shall the arbitrator have the authority to add to, subtract from, modify, or amend
24 the terms of this Agreement.
- 25 g. Only one (1) grievance shall be submitted to one (1) arbitrator for determination.
- 26 h. The decision of the arbitrator shall be final and binding subject to appeal by either party to the
27 applicable court.
- 28 i. All necessary expenses of arbitration except counsels' fees shall be borne equally by the parties.

29 **6. Student Accommodations**

30 In the event that a faculty member disagrees with the student accommodation(s) recommended by
31 the ADA coordinator, he/she may file an appeal with the Provost or the SHP Vice President (as
32 applicable) or his/her designee. In the event a designee is appointed to resolve the dispute, that
33 individual will hold academic rank. Before rendering a decision, the Provost or SHP Vice President,
34 as applicable, or his/her designee will meet with the faculty member and the ADA coordinator. The
35 determination of the Provost or the SHP Vice President (as applicable) regarding the
36 accommodation shall be final and binding.

ARTICLE XXIV - DISCIPLINE AND DISMISSAL OTHER THAN FOR REDUCTION IN FORCE

1. Grievance and Arbitration

- 2 a. Tenured and non-tenured faculty members may be dismissed or suspended only for serious
3 professional misconduct, material and substantial misrepresentation of facts with respect to
4 professional and academic qualifications, previous employment, academic credentials,
5 publications, and other professional achievements, or gross neglect of duties.
- 6 b. In the event that the Institute determines to suspend or dismiss a faculty member, the individual
7 shall be advised in writing by email (with return receipt) of the charge(s) and disciplinary action
8 against him or her. A copy of such notice shall simultaneously be sent by overnight delivery
9 (signature required) to the AAUP. Notice to the AAUP shall be served on its Presidents. If the
10 disciplinary action is based on a complaint made by an individual, NYIT must submit a written
11 statement setting forth with particularity all of the allegations giving rise to the complaint. Said
12 statement will be delivered to the employee who is the subject of the disciplinary action and the
13 AAUP at the same time and in the same manner as the notice of the disciplinary action.
- 14 c. Except where the faculty member poses a threat of immediate harm to him/herself or others,
15 no suspension or dismissal of a faculty member will take effect until the procedures set forth
16 herein have been completed. Immediate harm may include severe or pervasive harassment
17 that creates a serious liability for the University.
- 18 d. Grievances for faculty suspended or dismissed pursuant to Article XXIV(c) will commence at
19 Article XXIII, 4. Internal Procedures for the Resolution of Grievances - Step 2 (modified as
20 follows), and be heard no later than five (5) days after the effective date of the suspension or
21 dismissal. A decision must be issued no later than five (5) days after the hearing. The demand
22 for arbitration must be filed no later than twenty (20) days after the effective date of the
23 suspension or dismissal. The permanent disciplinary arbitrators will be Howard Edelman and
24 Richard Adelman. If either of these arbitrators can no longer serve the parties will agree on a
25 replacement or use the American Arbitration Association if no other options are available. The
26 arbitration hearing must commence no later than sixty (60) days after the effective date of the
27 suspension or dismissal. All periods will be counted in calendar days. Faculty member will
28 remain on the payroll and receive all benefits to which he/she is entitled as a full-time member
29 of the bargaining unit for ten and one-half (10.5) months commencing with the effective date of
30 the suspension or dismissal, unless the grievance is not taken to arbitration or the arbitration is
31 completed in a shorter period of time.
- 32 e. The faculty member or the AAUP may file a grievance concerning the suspension or dismissal of
33 the faculty member. Except as otherwise set forth herein, the parties shall utilize the Grievance
34 and Arbitration procedures as set forth in Article XXIII of the collective bargaining agreement.
- 35 f. Should the faculty member file a charge or complaint in any federal or state court or
36 administrative agency which relates to the same transaction or occurrence as that which is the
37 subject matter of the arbitration, the arbitration shall terminate with prejudice.

1 **2. Alternative Procedure**

- 2 a. In the event that the President, the AAUP, and the affected faculty member choose to do so, the
3 following alternative procedure, as set forth below, may be employed.
- 4 b. The faculty member or the AAUP may request that a Faculty Hearing Committee formally
5 consider the charges. Such a request must be made in writing, delivered by overnight delivery
6 (signature required) to the President of NYIT, postmarked no later than thirty (30) calendar days
7 after the receipt of the charges.
- 8 c. Upon receipt of a request for a hearing, the President of NYIT shall convene a Faculty Hearing
9 Committee. The Committee shall consist of five tenured faculty members and one alternate to
10 be selected as follows:
- 11 1) One faculty member to be appointed by the administration;
- 12 2) One faculty member to be selected by the individual against whom the charges have been
13 brought;
- 14 3) Three faculty members and one alternate to be chosen by lot from a pool of tenured faculty.
15 Each School must elect two of its faculty members for this pool by the first meeting of the
16 Academic Senate. Each faculty member so elected will serve for a one-year term.
- 17 4) In order to obtain the three regular members and one alternate, six individuals will be
18 selected by lot from the pool and assigned a number based on the order in which they were
19 selected. Any of the individuals so selected will be permitted to recuse him/herself from the
20 committee if he/she cannot render a fair and impartial judgment about the individual
21 against whom the charges have been proffered. If this occurs, additional faculty member(s)
22 will be selected by lot from the pool. After members have been given an opportunity to
23 disqualify themselves, the faculty member concerned and the Institute shall each be entitled
24 to exercise one peremptory challenge to a member selected from the pool. The remaining
25 three members with the highest numbers will be the regular members of the panel, the
26 individual with the lowest number to be the alternate.
- 27 5) The committee will elect its own Chair.
- 28 6) Except as herein provided, the committee shall establish its own rules and regulations.
- 29 d. The Faculty Hearing committee shall hold a hearing to investigate the charges. A verbatim
30 record of the hearing shall be made. The cost of the record will be borne by the Institute and
31 the AAUP, with copies made available to the faculty member.
- 32 e. The faculty member, the AAUP and the Institute shall be permitted to have representatives of
33 their own choosing present during all hearings.
- 34 f. The faculty member through the AAUP or through a representative of his/her own choosing and
35 the Institute shall have the right to confront and cross examine all witnesses.
- 36 g. The Faculty Hearing Committee and the parties shall have the right to secure the attendance of
37 witnesses and production of documents, on notice to all parties. The Institute will provide
38 whatever assistance may be required in this regard.

- 1 h. The Faculty Hearing Committee shall not be bound by strict rules of evidence, and may admit
2 any evidence which is of probative value in determining the issues involved. Every possible
3 effort shall be made to obtain the most reliable evidence available.
- 4 i. At the conclusion of the hearing, the Faculty Hearing Committee will submit a written
5 recommendation regarding what, if any, disciplinary action should be taken against the faculty
6 member. Said recommendation will be based solely on the evidence in the record and shall set
7 forth in detail the basis for its recommendation.
- 8 j. The Faculty Hearing Committee's recommendation must be supported by at least four of the
9 five members of the committee. The dissenting member, if any, may provide a separate
10 recommendation.
- 11 k. A copy of the committee's recommendation(s) shall be sent by overnight delivery (signature
12 required) to the Institute, the faculty member and the AAUP.
- 13 l. Within ten calendar days of the date on which the recommendation of the Faculty Hearing
14 Committee is received by the President of NYIT, the President will advise the Faculty Hearing
15 Committee, the faculty member and the AAUP in writing, delivered by overnight delivery
16 (signature required), of his or her final decision relating to the charges.
- 17 m. In the event that the President determines to suspend or dismiss the faculty member, the
18 faculty member or the AAUP may request review of this determination by an Arbitrator. Said
19 request must be sent by overnight delivery (signature required) to the American Arbitration
20 Association, the Institute and, if the arbitration is initiated by the faculty member, the AAUP.
21 The request for arbitration must be postmarked within ten calendar days of the receipt of the
22 President's determination.
- 23 n. The only issue submitted to the arbitrator shall be the question as to whether the decision of
24 the President was arbitrary or capricious, and the parties will proceed directly to arbitration,
25 without having the need first to proceed through the grievance procedure preceding arbitration,
26 in accordance with Article XXIII of the collective bargaining agreement.

27 **3. Joint Standing Committee**

28 A Joint Standing Committee (JSC) will be established each year consisting of eight (8)
29 representatives: the Presidents of the AAUP Old Westbury and Manhattan Chapters and two (2)
30 other faculty representatives, to be chosen by the Joint Council of the AAUP; with all AAUP
31 members of the Committee not to exceed four (4), as well as the Academic Vice President/Provost
32 and three (3) other members of the Administration to be chosen by the Academic Vice
33 President/Provost and/or the President. The JSC will address problems and questions relating to the
34 CBA including issues related to medical benefits, reduction in work force, as well as those issues
35 specifically delegated to it by the parties. This committee will meet once each semester and more if
36 necessary, but no less than two times per academic year. Additional meetings will be scheduled at
37 the request of either the AAUP or the Administration. The failure to meet, or the failure to reach
38 an agreement arising out of the Joint Committee meetings, shall not give rise to a grievance and/or
39 arbitration proceeding.

ARTICLE XXV - WORK OR BUSINESS INTERRUPTION

- 1 1. The AAUP and the Institute subscribe to the principle that any and all differences under this
2 Agreement be resolved by peaceful and appropriate means without interruption of the Institute's
3 program. The AAUP, therefore, agrees that during the term of this Agreement, it shall not instigate,
4 engage in, support, encourage or condone any strike, work stoppage, or other concerted refusal to
5 perform work related to the reopener provision of Article XXIX, herein.
- 6 2. The Institute agrees that during the term of this Agreement, it shall not lock out any or all of the
7 bargaining unit members covered by this Agreement.

ARTICLE XXVI - EXCHANGE OF INFORMATION

- 8 1. The Institute and the AAUP agree to consider and to answer requests for information properly
9 submitted by one to the other. This does not obligate either the Institute or the AAUP to provide the
10 requested information. A request for information submitted in writing shall be answered in writing.
- 11 2. The Institute shall provide the AAUP with notice of all persons employed in the bargaining unit, as of
12 the beginning of each academic year, within thirty (30) calendar days of the beginning of the
13 academic year, or, in the case of new hires, within thirty (30) calendar days of the date of
14 employment, whichever is later. Notice of all changes in faculty and academic staff status will be
15 provided within (60) calendar days of the date of the change. In addition, the Institute will provide
16 the AAUP with contact information for all faculty, the term and rank of each faculty member's
17 appointment, any change in base salary and any release time received by the faculty member. The
18 Institute will notify the AAUP whenever a faculty member is reappointed, promoted, is tenured,
19 retires, goes on disability leave or dies.
- 20 3. On a monthly basis the Institute will forward to the AAUP a list of all members from whose salaries
21 dues deductions have been made and the amounts of the deduction.
- 22 4. The Institute agrees that it shall provide the AAUP with the Auditor's Certified Financial Statement
23 and the Approved Budget of the University promptly after approval by the Board of Trustees.
- 24 5. All written communications from the Institute to the AAUP shall be sent to the Presidents of the
25 Chapters and the AAUP Executive Director. All written communications from the AAUP and/or the
26 Chapters to the Institute shall be sent to the Provost and the President. The failure to copy the
27 AAUP Executive Director on all communications shall not be grievable.

ARTICLE XXVII - FACULTY RESIGNATIONS

- 28 1. A faculty member may terminate his/her appointment or reappointment effective the end of the
29 academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but
30 not later than May 15th or thirty (30) days after receiving notification of the terms of his/her
31 reappointment for the coming academic year, whichever occurs later.
- 32 2. A faculty member may properly request a waiver of notice required as stated in Section 1 of this
33 Article in case of hardship or in a situation where he/she would otherwise be denied substantial

1 professional advancement or other opportunity. In these circumstances, a request for waiver may
2 be granted.

3 3. In the event that a faculty member fails to fulfill his/her employment agreement during a teaching
4 semester he/she will be considered as an adjunct teacher from the beginning of the semester in
5 which this occurs as far as payroll is concerned and his/her salary shall be adjusted accordingly.

ARTICLE XXVIII - SEPARABILITY

6 1. In the event any provision of this Agreement, in whole or in part, is declared illegal, void, or invalid
7 by any court of competent jurisdiction, all of the other terms, conditions, and provisions of this
8 Agreement shall remain in full force and effect. Reversal of court decisions shall restore any item(s)
9 deleted by lower court decisions.

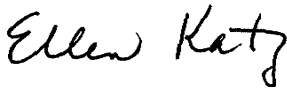
10 2. The signing of this agreement does not waive any of the legal rights granted the Institute and the
11 AAUP under county, state and federal laws.


ARTICLE XXIX – DURATION OF AGREEMENT


12 This Agreement shall be effective September 1, 2017, in all its terms and conditions and shall continue in
13 full force and effect until August 31, 2022, and shall be automatically renewed thereafter for further
14 periods of one year unless either party notifies the other, in writing, by certified mail at least sixty (60)
15 days prior to the expiration of this Agreement or any subsequent annual anniversary date, of its desire
16 to make changes herein or to terminate the Agreement.

AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS
AT THE NEW YORK INSTITUTE
OF TECHNOLOGY, INC.

NEW YORK INSTITUTE
OF TECHNOLOGY

BY: 
Ellen Katz
President,
Manhattan Chapter

BY: 
Junius Gonzales
Provost and Vice President for
Academic Affairs

BY: 
Yael Roitberg
President,
Old Westbury Chapter

APPENDIX A - NYIT MEDICAL PLANS – FT U.S. Based Employees

Plan Components	Out-of-Network Plan		Premier Plan		High Deductible Plan with Health Savings Acct.		High Deductible Plan with Health Reimbursement Acct.	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Employee Contr. 20% for 2018-2020, 25% for 2021 and 2022		Employee Contr. 15% for 2018-2020, 17% for 2021, 18% for 2022		Employee Contribution 5% for 2018-2022		Employee Contribution 5% for 2018-2022	
PCP Copay	\$25	70% after deductible	\$25	No Coverage	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Specialist Copay	\$30	70% after deductible	\$30	No Coverage	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Urgent Care Visit	\$35	70% after deductible	\$35	No Coverage	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Deductible	\$0	\$800 / \$1,600*	\$0	No Coverage	\$1,500 / \$3,000***	\$3,000 / \$6,000***	\$1,500 / \$3,000*	\$3,000 / \$6,000*
Out of Pocket Max - Medical	\$1,500 / \$3,000**	\$2,500 / \$5,000**	\$1,500 / \$3,000**	No Coverage	\$3,000 / \$6,000**	\$4,500 / \$9,000**	\$3,000 / \$6,000**	\$4,500 / \$9,000**
Coinsurance Amount	90%	70%	90%	No Coverage	90%	70%	90%	70%
Emergency Room Copay	90% after \$75 copay		90% after \$75 copay		90%		90%	
In-Patient Hospital	90%	70% after deductible	90%	No Coverage	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Out-Patient Hospital	90%	70% after deductible	90%	No Coverage	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Vision Benefit	Included	70% after deductible	Included	No Coverage	Included	Included	No Coverage	No Coverage
Lifetime Maximum	Unlimited		Unlimited	N/A	Unlimited		Unlimited	
Retail Prescriptions								
Generic	\$10	30%	\$10	No Coverage	90% after deductible	80% after deductible	90% after deductible	80% after deductible
Brand	\$35	30%	\$35	No Coverage	90% after deductible	80% after deductible	90% after deductible	80% after deductible
Non-Preferred Brand	\$50	30%	\$50	No Coverage	90% after deductible	80% after deductible	90% after deductible	80% after deductible
Mail Order Prescriptions								
Generic	\$20	30%	\$20	No Coverage	90% after deductible	No Coverage	90% after deductible	No Coverage
Brand	\$70	30%	\$70	No Coverage	90% after deductible	No Coverage	90% after deductible	No Coverage
Non-Preferred Brand	\$100	30%	\$100	No Coverage	90% after deductible	No Coverage	90% after deductible	No Coverage
Out of Pocket Max - Prescriptions	\$5,100 / \$10,200**	\$5,100 / \$10,200**	\$5,100 / \$10,200**	No Coverage	n/a ****	n/a ****	n/a****	n/a****

Monthly Pre-Tax Employee Contributions / NYIT Annual Contribution to Health Savings Account						
	Out-of-Network Plan	Premier Plan	High Deductible Plan with Health Savings Account		High Deductible Plan with Health Reimbursement Account	
	2018 Monthly Employee Contribution	2018 Monthly Employee Contribution	2018 Monthly Employee Contribution	NYIT Annual Contribution to Health Saving Account (One time \$500 upfront lump sum payment In 2018 only Plus annual amounts below)	2018 Monthly Employee Contribution	NYIT Annual Contribution to Health Reimbursement Account.
Employee Only	\$206.07	\$140.25	\$43.60	\$750	\$43.60	\$1250 for 2018, \$750 for 2019-2022
Employee & 1 Dependent	\$412.15	\$280.50	\$87.20	\$1,500	\$87.20	\$2000 for 2018, \$1500 for 2019-2022
Employee & Family	\$669.75	\$455.83	\$141.70	\$2,400	\$141.70	\$2900 for 2018, \$2400 for 2019-2022

* Any one person can satisfy the individual deductible; a combination of family members can satisfy the family deductible (embedded)

** Any one person can satisfy the individual out-of-pocket maximum; a combination of family members can satisfy the family out-of-pocket maximum (embedded)

*** The individual deductible is only applicable if you are enrolled as employee only; if enrolled in any other coverage tier - the family deductible must be met before the applicable benefit will be paid or reimbursed (non-embedded)

**** Combined out-of-pocket maximum - medical and prescriptions

Notes:

- Deductibles for in-network and out-of-network services do not have to be individually met, they cross apply
- Out-Of-Pocket Maximums for in-network and out-of-network services do not have to be individually met, they cross apply

Additional information:

- Out-of-pocket maximums include co-pays, deductibles and co-insurance, but do not include any uncovered services or charges in excess of "usual and customary"
- Employee contribution amounts are not based on the claims experience of the particular plan, but rather on the combined claims experience for all three medical plans

APPENDIX B - GRADE APPEAL PROCEDURE

NEW YORK INSTITUTE OF TECHNOLOGY STUDENT GRADE APPEAL PROCEDURE

Effective as of Fall 2007

Approved by the Academic Senate May 11, 2007

The Student Grade Appeal Procedure described below shall take effect in the Fall 2007 semester and shall apply to all NYIT students, except those enrolled in programs in schools which have equivalent procedures in place. Students who have received failing or reduced grades because of plagiarism must appeal through the Academic Integrity Policy procedures, not through the procedures described in this document.

Where the grade appeal involves a student attending at an off-site NYIT location, the Vice President for Academic Affairs shall ensure that adequate time is provided to all participants in the process and shall have the authority to extend any deadline for that purpose. The Vice President for Academic Affairs shall also have the authority, in exceptional cases and on a case-by-case basis, to extend any deadline relating to the grade appeal procedure, in his or her sole discretion.

1. Basis for Grade Changes

A final course grade may be changed only if there is unequivocal evidence that one or more of the following applies:

- a. It was a direct result of arbitrary and capricious conduct on the part of the instructor;
- b. The instructor discriminated against the student on the basis of a protected classification as the term is defined by Federal Law, New York State Law, or the Administrative Code of the City of New York;
- c. The grade was incorrectly calculated;
- d. A clerical error occurred in recording the grade; or
- e. A mitigating circumstance prevented the student from completing a final assignment or attending the final examination. In such cases, a grade may be changed to either a “W” or “I” pursuant to the rules governing these grades.

In cases where the grade has been changed to an “I”, the student shall have one (1) additional semester and a summer beyond the final decision of the Grade Appeals Committee in which to complete the work. The temporary grade of incomplete (I) shall change to a failing (IF) grade if the student does not complete all work by the end of the allotted time (see schedule in the catalog). Such an IF grade may not be challenged, and the course must be repeated and successfully completed by the student to receive credit.

- f. A grade awarded on the basis of academic dishonesty may not be appealed under this procedure, unless the charge has been resolved in favor of the student pursuant to NYIT's Academic Integrity Policy.

2. Initial Challenge of Grade and Appeal

A student may file a formal challenge to a grade on any of the grounds set forth in subsections (a. through e.) of Section 1 above. The student must present positive, detailed and specific evidence in support of his/her claim.

In order to timely commence such a challenge, a student must notify the instructor in writing no later than the third week of the succeeding semester that she/he wishes to challenge the grade.

Within two weeks of receipt of the challenge notification, the instructor must meet with the student and notify the student in writing whether she/he will change the grade.

In the event that New York Institute of Technology no longer employs the instructor, a student's challenge shall commence with the Chair. In such cases, the student must notify the Chair and all rights and responsibilities otherwise assumed by the instructor will be assumed by the Chair.

3. If the instructor or Chair, acting in place of the instructor, agrees to change the grade on the basis of the appeal, the instructor or Chair shall promptly send a Change of Grade form, with the appropriate documentation, to the Registrar. (See Grade Appeal Timeline)

4. Submission of the Dispute to the Grade Appeals Committee

If the instructor declines to change the grade, or has not met the deadline, the student may appeal to the Chair and the Chair will, within two weeks of receipt of the student's appeal, meet with the instructor and the student and attempt to mediate the appeal. Where the Chair has attempted, but failed, to mediate the appeal within that two-week period, the Chair shall notify the student immediately and promptly send a written report regarding the mediation to the instructor and the student.

If after the Chair's attempted mediation, the student remains dissatisfied with the instructor's decision, the student may, within two weeks of being notified of the failed mediation effort, submit the grade dispute to the Academic Dean of the school responsible for the course with copies to the chair and instructor.

Conversely, where the Chair has not taken steps to mediate the appeal within the two-week period, or where the Chair has acted in place of the instructor and has declined to change the grade, the student may appeal directly to the Academic Dean.

Within two weeks of receipts of the appeal, the Academic Dean must advise the student and the instructor, in writing, whether she/he thinks the grade should be changed.

If the student or the instructor is dissatisfied with the recommendation of the Academic Dean, within two weeks of receipt of the Dean's recommendations, the student or the instructor must notify the Academic Dean that she/he wishes to submit the grade dispute to the Grade Appeals Committee in the Office of Academic Affairs. This notification must be in writing with copies to the student and the instructor.

5. Grade Appeals Committee

The administration of the Grade Appeals Committee shall be centralized in the Office of the Vice President for Academic Affairs. There shall be separate standing committees for the Old Westbury and Manhattan campuses. The Committees shall consist of: a) the chairperson and non-voting Vice President for Academic Affairs or designee; b) the non-voting Vice President of Student Affairs or designee; and c) three faculty senators plus one alternate for each campus, who shall be elected annually for this purpose by the Academic Senate at their first meeting in each academic year.

6. Meetings of the Grade Appeals Committee

The Grade Appeals Committee shall meet at least once each semester and invite the instructor and student to the meeting. It shall consider any evidence which the student, the instructor, or the committee deems relevant. Should the student or instructor or chairperson, if the instructor is no longer employed by NYIT, not be available, or declines to meet with the committee, it may determine cases on the basis of the submitted written arguments and supporting documents alone. However, if the instructor or the student attends the meeting, no attorneys will be permitted to attend as representatives for either side. Every effort will be made

to keep the committee’s investigation confidential. The dates of the committee meeting shall be published at the beginning of each semester.

7. Report and Determination of the Grade Appeals Committee

The Office of the Vice President for Academic Affairs will issue the committee’s determination in a written report to the student and instructor, and will provide copies to the Chair and the Academic Dean. If the committee determines that the grade should be changed, a copy of that determination will be forwarded to the Office of Academic Affairs, which will direct the Registrar to effect the grade change. The determination of the Grade Appeals Committee shall be final, binding, and unreviewable.

8. Written Signature of the Instructor Required for Other Grade Changes

Other than as specified in Section 7, no grade may be changed by the Registrar without the instructor’s and chair’s signatures on a Change of Grade form; provided, however, that when the Chair acts in place of the instructor and decides to change the student’s grade, the signature of the Chair shall be sufficient.

GRADE APPEAL TIMELINE	
Student challenges grade from previous semester.	By 3rd week of semester.
Instructor notifies student of decision.	By 5th week of semester
Grade change, if any, submitted to Registrar.	By 6th week of semester
Chairperson mediates dispute.	By 7th week of semester
Student or instructor submits dispute to Academic Dean.	By 9th week of semester
Student or instructor submits dispute to Grade Appeals Committee.	By 11th week of semester
Meeting of Grade Appeals Committee.	13th week of semester