

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, 2022 until August 31, 2027

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AGREEMENT entered into this 5th day of October, 2023 between NEW YORK INSTITUTE OF TECHNOLOGY and AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT THE NEW YORK INSTITUTE OF TECHNOLOGY, INC. (AAUP at NYIT, Inc.).

WITNESSETH:

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

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

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

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

ARTICLE I - DEFINITIONS

As used in this Agreement:

- i. "Board" means the Board of Trustees of the New York Institute of Technology.
- ii. "AAUP" means the American Association of University Professors at the New York Institute of Technology, Inc. (also known as "AAUP at NYIT, Inc.").
- iii. "Academic Year" means the period starting September 1 through August 31.
- iv. "Chapters" means the Manhattan or the Old Westbury (including Central Islip) Chapters of the AAUP.
- v. "Credit Hour" means 12.5 hours of instruction per academic term. This will be consistent with NYSED regulations.
- vi. "Equivalent Lecture Hour(s)" or "ELH" is the number of contact hours per week for traditional lecture, laboratory, studio, and field courses. For blended and online courses, ELH is the greater of the contact hours or the Credit Hours
- vii. "Institute" means the New York Institute of Technology.
- viii. "President" means the President of the Institute.
- ix. "Provost" means the Provost and Vice President for Academic Affairs.
- x. "SHP Vice President" means the Vice President for Health Sciences and Medical Affairs, if there is one who does not report to the Provost.
- xi. "Dean" means administrative and academic leader of an academic unit encompassing a single or several disciplines.
- xii. "Regular full-time members of the instructional and research faculty" in a presently established academic school means all persons represented for purposes of collective bargaining by the AAUP, as defined in Article II (Recognition) of the Agreement, who teach and/or do research and who are not regular part-time members of the faculty.

- xiii. “Regular part-time members of the instructional and research faculty” means all persons represented for purposes of collective bargaining by the AAUP, as defined in Article II (Recognition) of this Agreement, who teach and/or do research and who are not regular full-time members of the instructional and research faculty or members of the academic staff, and who have taught a minimum of 12 ELH per academic year at the Institute for three (3) consecutive years or more. For purposes of this section, a year is defined as the twelve-month period between September 1 and August 31.
- xiv. “Faculty” means all regular full-time and regular part-time members of the instructional and research faculty.
- xv. “Regular full-time members of the academic-ranked professional staff” means all persons represented for purposes of collective bargaining by the AAUP, as defined in Article II (Recognition) of this Agreement, including members of the professional staff of the Library, of the Admissions Office, of the Counseling and Wellness Centers, and of the HEOP offices who are not regular full-time or regular part-time members of the instructional and research faculty and who are not regular part-time members of the academic-ranked professional staff. Library faculty means all regular full-time and part-time members of the library faculty.
- xvi. “Regular part-time members of the academic-ranked professional staff” means all persons represented for purposes of collective bargaining by the AAUP, as defined in Article II (Recognition) of this Agreement, including members of the professional staff of the Library, of the Admissions Office and the Counseling and Wellness Centers who are not regular full-time or regular part-time members of the instructional and research faculty and who are not regular full-time members of the academic-ranked professional staff, and who have worked an average of fifteen (15) hours per week at the Institute for three (3) consecutive years or more. For purposes of this section, a year is defined as the twelve-month period between September 1 and August 31.
- xvii. “Professional Staff” means all regular full-time and regular part-time members of the academic ranked professional staff.
- xviii. Research center staff who do not hold faculty rank shall be excluded from this bargaining unit.
- xix. NYIT faculty with visiting titles, faculty and staff of the New York Institute of Technology College of Osteopathic Medicine, and the faculty and staff of the Vocational Independence Program are excluded from this bargaining unit.
- xx. “Continuous service” means teaching a full load during both the fall and spring semesters of each academic year counted. Sabbatical leaves and authorized leaves of absence are credited toward continuous service.
- xxi. “NYIT campuses” refers to the two main campuses of New York Institute of Technology located at Old Westbury (Long Island) and Manhattan (New York City) in New York State.
- xxii. “School” includes the College of Arts and Sciences and the College of Engineering & Computing Sciences.
- xxiii. “Course” refers to any course offered for credit or otherwise required for an NYIT degree.
- xxiv. A “sending site” is the location from which a faculty member teaches a Distance Learning course.
- xxv. A “receiving site” is any location at which students taking the Distance Learning course may be located.

ARTICLE II - RECOGNITION

The Institute recognizes the AAUP as the collective bargaining representative for all full-time and regular part-time members of the instructional and research faculty in the presently established academic schools in the various ranks of instructor, assistant professor, associate professor, professor, chair, professional staff specialists and related adjunct titles, including the members of the professional staff of the Library, of the Admissions Office, of the Counseling and Wellness Centers, and of the HEOP offices who hold such faculty rank (including HEOP counselors and HEOP assistant directors, and counselors and assistant directors/counselors in the Admissions

Office and Counseling and Wellness Centers), employed by New York Institute of Technology at its campuses located at Nassau County, Suffolk County, and New York County, excluding those members of the faculty whose primary functions are administrative and supervisory, such as the President, Vice Presidents, Deans, Directors, Associate Directors and Assistant Directors, office clerical employees, technical, service, maintenance and operations employees, research center staff who do not hold faculty rank, and all other job classifications.

ARTICLE III - INSTITUTE RIGHTS

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

ARTICLE IV - AAUP RIGHTS

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

ARTICLE V - CHAPTER MEMBERSHIP

1. As a condition of continued employment, all members of the bargaining unit who are members of the Chapter on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Chapter in good standing.
2. As a condition of continued employment, on or after the thirty-first (31st) day following the date of execution of this Agreement, or the commencement of employment, whichever is later, all members of the bargaining unit who are not members of the Chapter and all members of the bargaining unit employed thereafter shall become and remain members of the Chapter in good standing, except that any member of the bargaining unit who objects, for reasons of conscience, to becoming a member of the Chapter shall not be required to become a member of the Chapter if he/she so informs the President of his/her Chapter, in writing, on or before the thirtieth (30th) day following the date of execution of this Agreement, or the commencement of employment, whichever is later, provided that a bargaining unit member who does not become a Chapter member shall make a contribution ("alternative charitable contribution") in an amount equal to the dues payment made by a Chapter member to a charitable organization from a list of such organizations provided by

the Chapter or other charity mutually agreed to by the Chapter and the bargaining unit member. A copy of the written objection shall be sent to the Institute by the President of the Chapter.

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

1. Upon appropriate written authorization, the Institute agrees to deduct the dues, fees, and assessments of members of the Chapter levied in accordance with the Constitution and By-Laws of the Chapter or alternative charitable contribution in the amount certified by the Treasurer of the AAUP from the salary paid to each member of the bargaining unit. It is the responsibility of the Chapter to obtain such written authorization forms from the members.
2. Authorized deductions of dues, fees, assessments, and/or alternative charitable contribution shall be made from each payroll check and within ten (10) days thereafter, these deductions shall be remitted to the Treasurer of the AAUP or appropriate charity. Both AAUP Chapter Presidents shall be furnished with a list of names of those members of the bargaining unit, if any, for whom dues, fees, and/or assessments have not been deducted.
3. The AAUP shall hold the Institute harmless in the event of litigation involving the applicability and/or enforcement of Article V and/or Article VI, and shall share equally in the cost of any such litigation and cost of any claims that may result, including costs of the counsel for the Institute.

ARTICLE VII - GUARANTEE OF RIGHTS

1. There shall be no discrimination against any faculty member or member of the professional staff or against any applicant for a faculty position or for a position on the professional staff on the grounds of race, creed, marital status, color, gender, disability, religion, age, national origin, AAUP activity, sexual preference, or affectional preference as defined in the applicable Federal and State laws.
2. All existing personnel policies, practices, benefits and working conditions of the Institute or any portion thereof, known to the Institute, written or unwritten, applicable to members of the bargaining unit shall be continued in effect unless in conflict with this Agreement as now existing or as amended by subsequent agreement between the parties. In the event of such conflict, the Agreement shall prevail.

ARTICLE VIII - SALARIES

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

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

* For purposes of the general salary increases specified above, the annual percentage increase will be applied before the specified dollar amount is added to the base salary. Only faculty employed full-time prior to September 1 of the respective year will be entitled to the increase.

2. Equity Fund

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

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

3. 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:

Library Faculty 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	9/1/22	9/1/23	9/1/24	9/1/25	9/1/26
Professor	\$102	\$104	\$106	\$108	\$110
Associate Professor	\$99	\$101	\$103	\$105	\$107
Assistant Professor	\$96	\$98	\$100	\$102	\$104
Instructor	\$93	\$95	\$97	\$99	\$101

4. 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 3 (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	9/1/22	9/1/23	9/1/24	9/1/25	9/1/26
Professor (or equivalent)	\$51.00	\$52.00	\$53.00	\$54.00	\$55.00
Associate Professor (or equivalent)	\$49.50	\$50.50	\$51.50	\$52.50	\$53.50
Assistant Professor (or equivalent)	\$48.00	\$49.00	\$50.00	\$51.00	\$52.00
Instructor (or equivalent)	\$46.50	\$47.50	\$48.50	\$49.50	\$50.50

5. Challenge Examinations

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

6. Promotional Increment

- a. Any full-time faculty or professional staff member receiving a promotion to Professor (or Librarian IV or Counselor IV) that becomes effective on or after 9/1/2022 shall receive an increment of \$12,000 in addition to any other increment provided herein.
- b. Any full-time faculty or professional staff member receiving a promotion to Associate Professor or Assistant Professor (or their equivalents) that becomes effective on or after 9/1/2022 shall receive an increment of \$10,000 in addition to any other increment provided herein.

7. Honorary Ranks

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

8. Order of Salary Increases

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

9. Two-Campus Work Assignments

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

ARTICLE IX - FRINGE BENEFITS AND LEAVES

1. Holidays

The following are paid holidays:

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

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

2. Tuition Remission

- a. For anyone enrolled in the Tuition Remission program as of 9/1/22, the provisions from the 2017-2022 CBA will apply. New enrollees will be subject to the tuition remission provisions set forth below.
- b. All full-time members of the faculty and professional staff, their spouses, and/or children under 26 years old (regardless of whether they qualify as dependents of the member under the Internal Revenue Code) shall be entitled to full tuition remission at NYIT, for regularly scheduled courses, exclusive of those courses indicated in. below. Full-time members of the faculty and professional staff are eligible for tuition remission immediately upon employment. Spouses and children of members may not take advantage of tuition remission until the member has been employed at NYIT for one year. Members may not take more than 6 credits per term or 18 credits per academic year. Spouses and children may receive tuition remission for a single degree, with a maximum of 18 credits per term for an undergraduate degree and 9 credits per term for a graduate degree.
- c. All fees, including laboratory fees, books, and/or other costs associated with attending classes under the tuition remission program are the responsibility of the faculty or professional staff member and eligible dependents.
- d. Upon termination of employment, tuition remission shall be pro-rated accordingly, except as outlined below.
- e. In addition to the existing tuition remission program, retired members of the faculty or professional staff and the children and spouses of deceased, retired, or totally disabled tenured faculty, or professional staff, shall be entitled to all tuition remission benefits available to the children and spouses of active full-time faculty and professional staff.
- f. Children who receive full tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amounts received from these awards and/or scholarships inure to the benefit of the Institute. Applications are available in the Financial Aid Office.
- g. Tuition remission does not apply to the School of Health Profession (SHP) programs (except for the BS in Health Science and BS in Health & Wellness), NYITCOM, dual degree programs with NYITCOM or SHP, online only programs, certificate programs or noncredit courses. Tuition remission may be provided for other SHP programs on a space available basis, after exhaustion of any applicable waiting list.

3. Health Care Benefits Parity

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

4. Medical Insurance (Active Members)

- a. Full-time faculty and professional staff members are eligible to apply for membership in the group insurance plan offered by the Institute. Coverage under the plan shall become effective on the first of the month following sixty (60) days of employment. Eligible individuals include full-time employees and their spouse and children age 26 or younger unless the child has coverage available from their employer (children are eligible until the end of the month they reach age 26).
- b. Out-of-network mammograms will be covered regardless of the reason for the mammogram.
- c. All health insurance plans and premium contributions in effect as of August 31, 2022, will remain in effect through December 31, 2022.
- d. Effective January 1, 2023, NYIT will offer the health insurance plans described below:

1) **High Deductible Plan with a Health Savings Account or with a Health Reimbursement Account (HD/HSA), (HD/HRA)**

The HD/HSA and HD/HRA provide comprehensive, in and out-of-network coverage. Effective January 1, 2023, employees are required to make contributions to the cost of premiums for this coverage equal to 5% of the annual CE rate as set each year. The employee's share of the premium contribution will be increased to 6% effective January 1, 2024 and 7.5% effective January 1, 2025. The member's contributions are paid through regular pre-tax payroll deductions. Additional plan features of the HD/HSA and HD/HRA, including co-payment schedules, deductibles, out-of-pocket maxima, pharmacy services and mental health services are outlined in the Summary of NYIT Medical Plans chart in Appendix A of this document and the Summary Plan Description located on the NYIT website.

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

NYIT will contribute \$750 for Employee only, \$1500 for Employee and one dependent, \$2400 for Employee and Family.

For the employee with an HSA, the employee will have the opportunity to make additional contributions according to the guidelines available in the office of Human Resources.

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

2) **Premier Plan**

The Premier Plan provides comprehensive, in-network only coverage. Effective January 1, 2023 employees are required to make contributions to the cost of premiums for this coverage equal to 18% of the annual CE rate as set each year. The employee's share of the premium contribution will be increased to 19% effective January 1, 2024 and to 20% effective January 1, 2025. The member's contributions are paid through regular pre-tax payroll deductions. Additional plan features of the Premier Plan, including co-payment schedules, deductibles, out-of-pocket maxima, pharmacy services and mental health services are outlined in the Summary of NYIT Medical Plans chart in Appendix A of this document and the Summary Plan Description located on the NYIT website.

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

The Out-of-Network Plan provides comprehensive, in and out-of-network coverage. Effective January 1, 2023, employees who select the Choice Plus Out-of-Network plan are required to make contributions to the cost of premiums for this coverage equal to 25% of the annual CE rate as set each year. The employee's share of the premium contribution will be increased to 26% effective January 1, 2024, and to 27.7% effective January 1, 2025. The member's contributions are paid through regular pre-tax payroll deductions. Additional plan features of the Out-of-Network Plan, including co-payment schedules, deductibles, out-of-pocket maxima, pharmacy services and mental health services are outlined in the Summary of NYIT Medical Plans chart in Appendix A of this document and the Summary Plan Description located on the NYIT website.

- e. Other than as set forth in Appendix A, no changes to eligibility, benefits or coverage will be made to the High Deductible, Premier and Out-of-Network plans in effect for bargaining unit members as of August 31, 2022.
- f. Each fall, members will be required to select the health insurance coverage they desire for the subsequent calendar year. Absent extenuating circumstances, if the member fails to submit a timely election form she/he will be enrolled in the same plan under which she/he was covered in the prior year. Changes in plan coverage may only be made annually during the fall enrollment period, except in the case of qualified life events during the course of the year.

- g. Bargaining unit members who can provide proof that they have health insurance coverage from another source may elect to waive all health insurance provided by NYIT. Members must notify NYIT of their desire to waive health insurance coverage during the annual open enrollment period preceding the year for which they wish to waive benefits. Members who waive all health insurance coverage for 2023 will be entitled to be paid \$3,500 a year pro-rated and paid each pay period. In the event the member becomes ineligible for the health insurance provided by another source after the calendar year has commenced, she/he may rejoin the NYIT health insurance plan as of the date she/he loses the other source of coverage, and the opt-out payment will be pro-rated accordingly. Effective January 1, 2024, opt-out payments shall be \$2,000 a year. Effective January 1, 2025, opt-out payments shall be \$1,200. The election to waive coverage will not automatically continue from year to year, it must be made each year.
- h. A bargaining unit member who dies or becomes totally disabled while still employed, and who qualifies for retirement as set forth in paragraphs 6.a below, will be treated for all purposes as if she/he had retired.
- i. If a bargaining unit member dies while still employed, medical and/or medical and dental insurance coverage for the employee's dependents will be extended for a six-month period following the employee's death. This coverage, which will be provided at no cost, will end on the last day of the month of the six-month anniversary of the employee's death. At the conclusion of this six-month period, the dependents will be offered the option to continue their benefits under COBRA.

5. Retiree Entitlements

Retirees shall be entitled to:

- A nyit.edu email address for life, and NYIT IT staff will assist with migrating their email account and archiving emails.
- Continued access to NYIT library and other research resources, as permitted under licenses.
- Access to NYIT discount at the New York Sports Club (for as long as this is available using the nyit.edu email address).
- Invitations to faculty and university functions, as appropriate.
- May have the opportunity to continue to teach as an adjunct.

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

6. Emeritus Status

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

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

Teaching and related work with students

- Publication of original materials
- Off campus performance in special fields
- University administration and committee work
- Contributions to community relations
- History of securing outside grants

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

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

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

7. Retiree Health Care Benefit

- a. NYIT will reimburse retirees who were hired prior to September 1, 2013 and retire after fifteen (15) years of service at NYIT and at an age making them Medicare eligible, for the cost of a Medicare Supplement medical plan and/or a Medicare Part D prescription drug plan for a period of up to ten (10) years from the date of retirement, with a maximum payment of three thousand dollars (\$3,000) per annum (\$250 per month). This subsidy is available to purchase a program for the retiree as well as eligible spouses and dependents. No employees hired after September 1, 2013 are entitled to a retiree health care benefit.
- b. Retirees who meet the eligibility requirements set forth in 7.a above will have the option of electing the following in lieu of the subsidy program outlined above: NYIT will establish a Retiree Reimbursement Arrangement (RRA) account for the retiree, which NYIT will fund up to a lifetime cap of ten thousand dollars (\$10,000), with the funds available for use by the retiree at any time for documented medical expenses allowed by IRS Code Section 213(d) – Eligible Medical Expenses for these types of accounts.

8. Dental Plan

- a. The Group Dental Insurance Plan presently in effect, or one substantially equivalent, shall be retained. The plan provides covered services, after the satisfaction of a \$50 individual/\$100 family deductible, as follows: 100% of reasonable and customary fees for preventive treatments; 80% of reasonable and customary fees for general dental expenses which includes extractions, oral surgery, root canal, periodontal treatment, fillings, and the like; 60% of reasonable and customary fees for services needed to replace one or more natural teeth which are lost while the benefits are in effect; and 50% of reasonable and customary fees for orthodontic services. All reimbursements are limited to an annual maximum of \$5,000 per covered family member. A complete plan outline is contained in the Summary Plan Description available on the NYIT website, and the AAUP office.
- b. Full-time faculty and professional staff become eligible to participate in the Dental Plan the first of the month after a waiting period of thirty (30) days following their initial date of hire.
- c. The cost of the Dental Insurance for the employee and his/her eligible dependents will be covered by the Institute except for the contribution rates indicated below in 8. e. Dependents between the ages of 19 and 25 who are full-time students remain eligible for coverage under the family Dental Plan.
- d. The Preferred Dental Provider (PDP) Program is a voluntary program which provides interested members with the names of area dentists who have agreed to accept lower, negotiated fees. The lower fees provide an incentive to interested members to use the services of a dentist who participates in the Preferred Dental Provider Program. Plan benefits will not be altered in any way due to a member's lack of participation in the PDP Program.

- e. Effective January 1, 2023 bargaining unit members will make a contribution of 5% to the cost of the premium. The employee's share of the premium will increase to 10% effective January 1, 2024 and to 20% effective January 1, 2025.

9. Flexible Spending Account (FSA)

A Flexible Spending Account (FSA) benefit program is available to all bargaining unit members (except that members enrolled in an HSA may only enroll in the dependent care FSA, not the healthcare FSA). This program provides the opportunity to pay for certain health care, dental care, eye care, transportation, adult care, and child care expenses with pre-tax dollars. Employees are permitted to use pre-tax dollars to pay for any expenses permitted by the Internal Revenue Code. The employee contributes to the FSA through a pre-tax payroll reduction. Deductions are made for equal amounts per paycheck; the minimum contribution is \$480 per calendar year. Employees may make the maximum contribution for each expense allowed by law. For the health care FSA (but not the dependent care FSA), the employee may elect to receive reimbursement through the automatic reimbursement system or by submitting a FSA claim to the plan carrier. For an outline of the eligible expenses and additional information, please refer to the Summary Plan Description located on the NYIT website. NYIT will make flex debit cards available to all participants in the healthcare FSA.

10. Sick Leave

- a. Full-time faculty, Library faculty, and professional staff shall earn one paid sick leave day for each month of employment in an active status. Full-time employees will be deemed on "active status" for twelve (12) months of the year, including winter and summer breaks between terms. However, "active status" will not, for this purpose, include any time on a medical or other leave of absence.
- b. Employees who retire after twenty (20) years of continuous employment shall be entitled to receive one-half ($\frac{1}{2}$) of their accumulated unused sick leave, not to exceed forty-five days. For purposes of this Paragraph b. a day of sick leave shall be calculated at the rate of 1/190th of the employee's salary. If a retirement-eligible employee dies while in service to NYIT, his/her spouse shall receive unused sick pay up to that amount allowable had the employee retired.
- c. Paid sick leave shall be determined by the Institute by a review of time records submitted monthly by each member of the bargaining unit or by the Chair or department head of the member. Updated files will be maintained in the Payroll Office.
- d. NYIT may require bargaining unit members who are absent due to illness or injury for longer than one week to submit proof of illness to the Office of Human Resources. NYIT may also require employees who are out for six months or transitioning to long term disability to have a case review or be examined by independent medical providers selected by NYIT.
- e. Members hired after September 1, 2022, are entitled to accrue sick leave up to a maximum of 160 sick days. Members hired on or after September 1, 2002 and before September 1, 2022 are entitled to accrue sick leave up to a maximum 180 days. Members hired before September 1, 2002, who had already accrued sick leave in excess of 180 days as of the foregoing date, will retain that excess amount. However, that individual will not accrue any additional sick leave in excess of 180 days. A faculty member will not be required to use sick leave if he/she becomes capable of returning to work after the semester commences if NYIT elects not to assign him/her to teach or perform other duties, appropriate to his/her qualifications and responsibilities for that semester.
- f. If the illness of a bargaining unit member extends beyond six (6) months, he/she will be placed on long-term disability. During any period of long-term disability, a bargaining unit member must use accrued sick time to supplement disability payments. Any sick time used in this fashion shall be subtracted from the sick leave available on retirement. The positions of tenured faculty members and professional staff with seven or more years of service will be held open until they are able to resume their full duties (or other duties appropriate to his/her qualifications and responsibilities for that semester), have been on a

combined sick leave for a period of eighteen (18) months, or until they inform the Administration of their intention not to return, whichever is earlier. A faculty member may seek a waiver of this provision for good cause shown. A faculty member may not be terminated under this provision until he/she has used all of his/her sick leave. A faculty member terminated under this provision will have priority for any open positions in his/her field. The positions of untenured faculty members on term contracts and professional staff with less than seven years of service will be held open for the terms of their contracts, but no longer than eighteen (18) months.

- g. The use of sick time for faculty members shall be calculated as follows:

For the fall semester: fifty-six (56) teaching days plus two (2) administrative days during the week before classes start.

For the spring semester sixty (60) teaching days plus two (2) administrative days during the week before classes start.

No sick days shall be charged in excess of one-hundred and twenty (120) days for an academic year.

11. Short-Term Disability Benefits

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

12. Long-Term Disability Insurance

For members hired on or before September 1, 2022, long-term disability insurance benefits ("LTD Benefits") in the amount of 66.66% of the member's total monthly base salary with a maximum payment of \$10,000 per month, as described in the Summary Plan Description on the NYIT website, and available in the AAUP office, is available for those members who are disabled for six months and who satisfy the insurance carrier's disability determination. Bargaining unit members hired after September 1, 2022 will be entitled to 60% of salary, capped at \$7,000 per month and the MAPB benefit will be removed. Members are eligible for this insurance effective the first of the month following one complete year of employment.

Eligible employees who anticipate that their disability will last for longer than six months must apply for LTD Benefits. During any period of long-term disability, a bargaining unit member must use accrued sick time to supplement disability payments not to exceed the member's base rate of pay. Any sick time used in this fashion shall be subtracted from the sick leave available on retirement.

13. Bereavement Days

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

14. Leave of Absence

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

15. Discretionary Unpaid Leave of Absence

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

16. Life Insurance

All full-time faculty and professional staff shall receive life and accidental death and dismemberment insurance through TIAA or an equivalent program. The cost of providing such insurance shall be borne by the Institute. For members hired on or before September 1, 2022, the amount of this insurance shall be equal to twice the base salary of the member to a maximum of \$225,000 to age sixty (60). The amount of insurance in effect at age sixty (60) will then be reduced by thirty-five (35) percent to a maximum of \$146,250, until age 65. At age 65 the amount of life insurance will be reduced by 50% to a maximum of \$112,500, until age 70. At age 70 the amount of life insurance will be reduced by 65% to a maximum of \$78,750. Bargaining unit members hired after September 1, 2022 will be entitled to one times the annual salary capped at \$100,000, with reductions to 65% at age 60, 50% at age 65, and 35% at age 70, with options to purchase additional insurance under group rates for themselves and their spouse. This insurance goes into effect the first of the month following the date of employment, unless the date of employment is the 1st, in which case it will become effective immediately.

17. Retirement Plan

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

18. Workers' Compensation

All members are insured against on-the-job injuries from the date of employment under the New York State Workers' Compensation Insurance program. If a member is accidentally injured on the job resulting in the loss of work time in excess of five (5) days, this coverage will provide weekly benefits. Medical expenses resulting from an on-the-job injury are also covered under the Institute's Workers' Compensation policy. The cost of this insurance is borne by the Institute.

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

19. Unemployment Insurance

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

20. Travel Accident Insurance

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

21. Early Retirement Plans

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

22. Insurance Carriers

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

23. Jury Duty

- a. An individual who is summoned to jury duty shall notify his/her immediate supervisor immediately upon receipt of the notice to serve on a jury. A copy of the jury duty summons and the jury duty release form must be submitted to the Office of Human Resources.
- b. For a period not to exceed two (2) weeks of the term of jury duty, the Institute shall pay to the full-time member of the faculty or professional staff his/her usual compensation. All jury duty pay received by said member shall be paid over to the Institute's Accounting Department. During said two (2) week period, out-of-pocket expenses incurred while serving on jury duty will be reimbursed to the employee by the Accounting Department.

24. Military Service

- a. A faculty or professional staff member called to military duty with a U.S. Reserve or Guard component for a period not exceeding two weeks will be given necessary time off with pay. Clearance for such leave should be made through his/her immediate supervisor and the Provost or the SHP Vice President (as applicable).
- b. Absence for military service should be indicated on the Faculty/Professional Staff Monthly Attendance Report.
- c. All other leaves for military service shall be processed in accordance with the provisions of current applicable law.

25. Adjunct Benefits

- a. Adjuncts may contribute to the TIAA Group Supplemental Retirement Plan. No contribution will be made by NYIT.
- b. Adjuncts may purchase health insurance under any of the plans available to full-time faculty at their own expense, at the applicable COBRA rates.
- c. Adjuncts will be given access to certain NYIT systems, such as MyMail, the Learning Management System and related educational technologies, Google Apps, and Portal access to the Intranet. The foregoing access will be implemented at various times during the length of the new collective bargaining agreement.

ARTICLE X - PARTICIPATION

1. Introduction

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

a. Faculty Availability

- 1) Full-time faculty members will not be required to be available for academic assignments for more than four days per week over a time period running from one week before the first day of the Fall term (but no earlier than August 24th) through Commencement in the following calendar year (but no later than nine months after the first day of availability of the previous Fall term). The faculty recognizes the necessity for a timely response to student and departmental needs. The AAUP recognizes the importance of faculty attendance at Commencement. Within the period of faculty availability, instructional and/or research assignments, together with consultative office hours spread over the nine (9)-month academic year, will be undertaken by the faculty on the basis of four (4) days during the weeks when classes are scheduled. In addition, faculty will be available in January for the last four consecutive weekdays before the first day of the Spring term.
- 2) Except for religious reasons or illness, faculty members shall not shorten, lengthen, cancel, add, or reschedule classes. Adherence to Institute policies and procedures concerning such matters as minimum contact hours and the scheduling of class rooms must be observed. A faculty member on full-time appointment has a primary and uncompromisable obligation to the Institute. Outside professional activities, whether gainful or not, cannot be allowed to interfere with one's teaching, scholarly research and other duties in his/her department and the Institute. Full-time faculty members cannot teach at any other educational institution during the Fall or Spring semester, without the explicit prior permission of the President or his or her designee. Permission may be withheld only where a faculty member is teaching full-time at another institution or where the faculty member is part-time at another institution which has as its purpose or organizational structure elements which are inconsistent with the interests of NYIT. In addition, each full-time faculty member may be required to be available for four (4) working days per week for his/her Institute duties and responsibilities. Teaching responsibilities may, but need not be, scheduled for all four days. Faculty members who teach on weekend days as part of their base loads may include those days as a part of their commitment. Except during periods of scheduled recesses in the academic calendar, a full-time faculty member shall not accept any position that could make him/her unavailable for on-campus service.

b. Global Programs

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

c. **Workload Accounting**

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

d. **Teaching Load**

- 1) **Base Teaching Load.** Recognizing that faculty responsibilities include classroom teaching, classroom preparation, academic advisement and career counseling, accreditation as may be appropriate, departmental and institute committee activities, curriculum revision, innovative educational systems and techniques, et alia, faculty base load for tenured and tenure-track faculty will be 18 ELH.
 - i. **For Professional Staff Specialists who are Developmental Specialists and who have been hired on or after September 1, 2002:**
 - ii. 12 hours per week per semester
 - iii. **For Professional Staff Specialists who are Laboratory and Studio Specialists:**
 - iv. 18 hours per week per semester
- 2) **Maximum Teaching Load.** Except as set forth in paragraph 11 below, faculty may carry an overload of two (2) courses (but no more than nine (9) ELH) each semester, except with the approval of the Provost or the SHP Vice President (as applicable).
- 3) Deans and Chairs will provide a closer monitoring of the faculty and chair's overload teaching.
- 4) Restrictions on teaching loads do not apply during the summer sessions or winter intersessions.
- 5) Overload shall be assigned to the most senior qualified faculty member requesting such overload, provided that no faculty member shall be assigned two overload courses until all faculty members in the discipline who wish to teach overload have been assigned to teach one overload course. Seniority shall mean the number of years of service as a full-time faculty member at the Institute.
- 6) A course may be taught on an overload or adjunct basis only if no full-time faculty member in the department who is deemed qualified to teach the course wishes to use the course to satisfy his or her base load.
- 7) Faculty with administrative responsibility can teach on an overload basis during the day session provided they are generally available during instructional hours.
- 8) Beginning in the academic year 2024-2025 adjunct faculty members may not be assigned a teaching load in excess of sixteen (16) hours in the fall and spring semesters except under emergency situations with the approval of the Dean and the Provost or the SHP Vice President (as applicable). The provost will inform the AAUP about exceptions that have been made. For academic years 2022-2023 and 2023-24, adjunct faculty may continue to teach eighteen (18) ELH.
- 9) The minimum teaching load for a full-time member of the faculty will be twelve (12) ELH for the fall and spring semesters, with no less than one course in each semester. The Dean, the Provost or the SHP Vice President (as applicable), may grant an exception to the minimum teaching load for a faculty member in a particular semester taking into consideration the faculty member's demonstrated need for additional time for research funded by external or internal grants or other appropriate scholarship

or creative endeavors and the needs of the department and school or college. NYIT will provide the AAUP with reports on a mutually agreed schedule of exceptions made to the minimum teaching load.

- 10) Teaching schedules and course assignments shall be made reasonably and fairly and with consideration for departmental and individual faculty needs and with timely notification to the faculty. Provisional assignments must be made, and faculty members informed of their assignments, by April 1 for fall semesters and November 1 for each spring semester.
- 11) New tenure-track faculty in their first two years of employment may be provided with six (6) ELH per year release time for research or other appropriate scholarship or creative endeavors provided that they meet the minimum teaching load set forth in paragraph 8 above and they present a plan for use of the release time after the first semester to be approved by the Provost and Dean.
- 12) Faculty shall not have release time for research and teach overload in the same semester.

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

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

f. Distance Learning

- 1) The term "Distance Learning" as used herein refers to instruction where communication between the students and the professor is accomplished by one or more technological media. This communication consists of live or recorded audio/visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CD-ROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any class offered for credit or otherwise required for a degree.
- 2) The following Distance Learning modalities are currently used at NYIT:
 - i. A Synchronous group-based video web conferencing course refers to any instructional delivery method that uses technology to create a synchronous audio/video link between the professor and the students in which the students are together in one location and the professor is with other students in another location.
 - ii. A Synchronous individual-based video web conferencing course refers to any instructional delivery method that uses a synchronous audio/video link (such as zoom) in which none of the students or the professor are in the same location, and everyone is connected through an audio/video link.
 - iii. An "Asynchronous Web-based Computer Conferencing" or Online course refers to any instructional delivery method that uses asynchronous communication methods, including, but not limited to, commercial web-based course programming, web-sites, e-mail, and any other asynchronous technology.
 - iv. A Blended course refers to a course that combines two of the educational modalities e.g. face-to-face, synchronous group or individual based video web conferencing, and/or asynchronous online.
 - 1) Faculty members may teach Distance Learning courses as part of their base load, or on an adjunct or overload basis. Faculty preferences regarding courses and modalities in which they wish to teach will be honored to the maximum extent possible, consistent with the

university's overall strategic determinations regarding in-person and distance learning. The use of Distance Learning technology shall not be used to reduce, eliminate, or consolidate full-time faculty positions at NYIT. The decision of a faculty member not to teach one or more Distance Learning courses shall not be used in any evaluative manner in the personnel process. The Distance Learning program is intended to be highly interactive, utilizing only faculty members employed by NYIT (provided that NYIT may use an outsourced employer of record for out of state adjuncts for purposes of tax compliance and payroll processing only). No pre-recorded synchronous or asynchronous form of instruction shall be employed by NYIT for the purpose of replacing live NYIT instructors (in whole or in part) regardless of the technology utilized (including, but not limited to, compact disk, videotape, satellite, cable or fiber-optic reception from an off-campus location).

- 2) Students must be in a classroom to participate in a synchronous group-based course. There will be no more than three linked classrooms, including the sending site. No more than 20 students may be in the classroom that is the sending site and no more than 10 students may participate in the course through video links regardless of whether they are all in one or two linked classrooms. Students may not remote into such courses, unless granted a disability accommodation. A faculty member may choose to teach such a course from two different sending sites throughout a semester, but no faculty member shall be required to utilize more than one sending site for a particular course unless he or she chooses to do so. No faculty member shall be required to travel to any sending site not located on the Old Westbury or Manhattan campuses of NYIT. Classes which have enrollments larger than the caps set forth in this paragraph will be converted to synchronous individual-based video web-conferencing large courses, as provided in paragraph 8 below.
- 3) Fully synchronous individual based video web-conferencing courses and asynchronous – online courses may be delivered from any location, on or off-campus.
- 4) The class size of synchronous individual-based and asynchronous courses shall be based on the modality in which a course is offered and the type and requirements of the course, except under no circumstances may such a course include more students than the enrollment cap set for the face-to-face version of the same course.
- 5) The Provost and the AAUP shall appoint a committee which will be charged with creating a rubric to be used to determine the type of course. The rubric shall be developed no later than June 15, 2023. Once the rubric has been developed the department, school, and senate curriculum committees will use the rubric to determine the type of course as set forth in the matrix below. Unless and until a course has been reviewed by the curriculum committees and a determination made regarding the type of course, the course caps listed by the Registrar in spring and/or fall 2022 shall govern the class size of all individual-based synchronous and asynchronous courses. If, during this period, a new course is offered that does not have a previously established course cap, the faculty member and the Chair shall determine the enrollment cap.
- 6) Once the rubric has been established and the type of course determined by the curriculum committees, the following course caps will apply:

Individual-Based Synchronous Courses:

Course type	Cap	Other Provisions
<p>Small Courses</p> <ul style="list-style-type: none"> i. Faculty instruction, extensive class discussion; individual projects and papers, one major; in-depth research on course topics of interest ii. Constructivist methods iii. Application level and above of Bloom’s taxonomy iv. Community of Inquiry (CoI): <ul style="list-style-type: none"> a. teaching presence includes course design and organization, facilitating discourse, and direct instruction b. individualized feedback c. extensive student cognitive presence d. well-developed faculty and student social presence. 	15	Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 15 but in no event may more than 20 students be enrolled.
<p>Medium Courses</p> <ul style="list-style-type: none"> i. Faculty instruction, class discussion; student debates; student public-speaking practice; writing and/or math assignments; written application/analysis assignments; group project work; written term paper ii. Mix of objectivist and constructivist methods iii. Application and analysis levels of Bloom’s taxonomy iv. CoI: <ul style="list-style-type: none"> a. teaching presence includes course design and organization, facilitating discourse, and direct instruction b. individualized feedback c. student cognitive presence in class and on performance assignments d. faculty and student social presence exhibited 	27	Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 27 but in no event may more than 30 students be enrolled.
<p>Large Courses</p> <ul style="list-style-type: none"> v. Predominantly faculty lecture; students assessed by standardized testing of knowledge vi. Objectivist method vii. Knowledge and comprehension levels of Bloom’s taxonomy viii. CoI: <ul style="list-style-type: none"> a. teaching presence limited to course design and organization, evaluation b. cognitive presence limited to test performance c. minimal faculty and student social presence 	40	Additional students may be added with the permission of the faculty member. The faculty member will receive one extra ELH for every 20 students above 40

Asynchronous Web-based Computer Conferencing or Online Courses

Course type	Cap	Other Provisions
<p>Small Courses</p> <ul style="list-style-type: none"> 1. Faculty instruction, extensive class discussion; individual projects and papers, one major; in-depth research on course topics of interest 2. Constructivist methods 3. Application level and above of Bloom’s taxonomy 4. CoI: <ul style="list-style-type: none"> a. teaching presence includes course design and organization, facilitating discourse, and direct instruction b. individualized feedback; extensive student cognitive presence c. well-developed faculty and student social presence 	15	Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 15 but in no event may more than 20 students be enrolled.

<p>Medium Courses</p> <ol style="list-style-type: none"> 1) Faculty instruction, class discussion; student debates; student public-speaking practice; writing and/or math assignments; written application/analysis assignments; group project work; written term paper 2) Mix of objectivist and constructivist methods 3) Application and analysis levels of Bloom’s taxonomy 4) Col: <ol style="list-style-type: none"> a. teaching presence includes course design and organization, facilitating discourse, and direct instruction b. individualized feedback c. student cognitive presence in class and on performance assignments d. faculty and student social presence exhibited 	23	<p>Additional students may be added with the permission of the faculty member. The faculty member will be entitled to \$250 for each additional student above 23 but in no event may more than 25 students be enrolled.</p>
<p>Large Courses</p> <ol style="list-style-type: none"> 1. Predominantly faculty lecture; students assessed by standardized testing of knowledge 2. Objectivist method 3. Knowledge and comprehension levels of Bloom’s taxonomy 4. Col: <ol style="list-style-type: none"> a. teaching presence limited to course design and organization, evaluation and cognitive presence limited to test performance b. minimal faculty and student social presence 	40	<p>Additional students may be added with the permission of the faculty member. The faculty member will receive one extra ELH for every 20 students above 40</p>

- 7) Faculty will be expected as part of their professorial responsibilities to keep up with appropriate pedagogy and training in Distance Learning. NYIT will have appropriate training available for faculty at no cost to the faculty. Faculty required by NYIT to be trained in order to offer Distance Learning courses shall be paid at one-half the hourly overload rate for the time spent receiving such training.
- 8) NYIT shall provide adequate support services for all Distance Learning courses, including necessary equipment and personnel.
- 9) If a particular class is held in-person, a student may not participate in that class remotely unless s/he has obtained a previously approved ADA accommodation.
- 10) Regardless of delivery method only the faculty member can determine whether to record the class and who to disseminate the recording to, except as required by the ADA. The recording belongs to the faculty member and cannot be used by anyone else without the faculty member’s written permission.
- 11) The caps and additional payments set forth in this section f. will not apply in the case of: 1) distance learning modalities resulting from pandemics, floods, fire, or other similar acts of god or unexpected occurrences, where distance learning is either mandated by government action or reasonably determined by the administration to be required to preserve the health of the community; or 2) distance learning classes which are approved in response to a request from the faculty member due to health concerns or as a disability accommodation.

g. Online and Blended Course Development

Based upon the prior approval of the Chair, the Dean and the Provost or the SHP Vice President (as applicable), and after consultation with the CTL director, a faculty member shall receive a stipend of \$1,000

per ELH (up to three thousand dollars (\$3,000)) for preparation of a new online or blended course, upon completion of course development. For purposes of this paragraph, “blended” courses are defined as courses that replace at least fifty percent (50%) of the “seat” time with online activity. If multiple faculty members develop the course, they will share the stipend. The faculty member who is teaching the course will receive one additional ELH the first time that they teach the course in the online or blended format.

h. Tutorials

- 1) A course may be considered to be offered on a tutorial basis if either: (a) an on-campus course did not have sufficient registration and the department wants it to run, and/or (b) one or more students require the course for graduation. Under these circumstances, the department may ask the Dean for permission to offer the course on a tutorial basis, and the Dean may deny the request or request permission from the Provost. Tutorials will be offered only if authorized by the Provost.
- 2) If the request to offer a course as a tutorial is granted, notification of the course creation must be submitted to the Registrar, student system and faculty ELH tracking system within 15 days of the course creation. The course shall meet on a regular basis and a statement by the faculty member of how and when the tutorial was conducted must be submitted in writing at the close of the course for department records and for attachment to the request for payment for the tutorial.
- 3) If a full-time faculty member wishes to have the course counted as part of his or her base load, the ELH generated by teaching different sizes of tutorials are shown in the chart below. This option requires the agreement of the faculty member, the department chair, and the appropriate dean, as well as the permission 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

- 4) Adjunct faculty and full-time faculty who agree to not have the tutorial count towards base load will be compensated based on the overload/adjunct rates. The applicable rates are set forth below:

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

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

i. Payment Schedules

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

j. Banking

- 1) A faculty member receiving an overload teaching assignment may request the NYIT Administration to bank the ELH surplus (the difference between the total number of ELHs and the faculty member's normal base load) in a special account set aside for that faculty member to a maximum of 9 ELH. The bank may not contain more than 9 ELH at any given time. The ELH surplus shall be banked only if the faculty member has specifically granted permission to the NYIT Administration to do so; in the absence of this permission the faculty member must be paid for the overload teaching in the semester where the overload occurred.
- 2) Faculty who have banked ELH (up to 9 ELH) on August 31, 2022 ("Preexisting ELH") may elect on or before August 31, 2023 to receive a payout of some or all of these Preexisting ELH, paid at the salary schedule in effect on September 1, 2021.
- 3) Effective September 1, 2022, faculty who work overload and choose to bank the ELH—rather than being paid for the overload may use these banked ELHs to reduce his/her base teaching load in a subsequent semester (subject to the minimum teaching load requirements and the provisions in paragraph (4) below). These banked ELH will not be paid out under any circumstances.
- 4) If a faculty member requests to use some or all of his/her previously banked ELHs to reduce the base teaching load in a given semester, then a. he/she may not decrease the teaching load by more than one course in that semester (this restriction shall not apply to faculty who have announced their retirement within the following 12-month period); and b. he/she may not teach any overload in that semester. Such a request must be made by this faculty member to his/her Chair in writing no later than three weeks before the first day of classes of that semester.
- 5) If a faculty member has an ELH deficit in a given semester (i.e., has a total teaching load less than the faculty member's normal base load), then the previously banked ELHs must be used to reduce or eliminate this ELH deficit in that semester.
- 6) A faculty member who has an ELH deficit at the end of a Spring semester shall be permitted to make up some or all of that deficit by teaching in one or more Summer Sessions (without additional pay for the deficit amount), provided a course which he/she is qualified to teach is scheduled by the Administration. Faculty who have an ELH deficit are required to make up all of that deficit by August of the following academic year (For example, a deficit in spring 2023 must be made up by August 2024.) Each faculty member shall have electronic access to his/her final FACCOMP (Faculty Compensation System) each semester showing the number of ELHs banked (along with other information).

k. Non-classroom Hours

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

I. Teaching and/or Research Responsibilities of Senior Members of the Administration

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

m. Participation in Institutional Activities

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

2. Full-Time Professional Staff

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

- a. Admissions and Financial Aid:** Twenty-two (22) vacation days per year to be scheduled on the basis of seniority by the appropriate supervisor. In addition, counselors hired prior to September 1, 1986 shall have the right to take three additional days of vacation to be scheduled as they choose between the start of the fall semester and Commencement.
- b. Library:** For library faculty hired prior to September 1, 1986, fifty-four (54) vacation days per year. For Library faculty hired after September 1, 1986, thirty-seven (37) vacation days per year. Vacations will be scheduled by the supervising librarian on the basis of seniority and the needs of the department, subject to the approval of the Vice President for Academic Affairs.
- c. Counseling and Wellness Center:** Counselors hired prior to September 1, 1997 work academic year contracts, commencing one week prior to the first day of the fall term and ending at Commencement Day. In addition, these counselors have the right to take three additional days of vacation to be scheduled as they choose between the start of the fall semester and Commencement. Members hired after September 1, 1997 shall be entitled to twenty-two (22) vacation days per year. Vacation will be scheduled by the appropriate supervisor on the basis of seniority and the needs of the department.
- d. HEOP:** All professional staff of this office shall be entitled to twenty-two (22) vacation days per year. Vacation will be scheduled by the appropriate supervisor on the basis of seniority and the needs of the department.
- e. Reduced Coverage:** The HEOP professional staff will provide reduced coverage during vacation periods, defined as: the period between the last day of finals or the last evening class of the Fall semester, whichever is later, and the first day of the spring semester; the Spring Recess; and the period between the last day of finals or the last evening class of the Spring semester, whichever is later, and Commencement. Reduced coverage schedules must be approved by the appropriate supervisor. In cases of conflict, the professional staff member may appeal to the appropriate Vice President for resolution. Reduced coverage is defined as one counselor per campus on duty during vacation periods. Counselors will be guaranteed an equitable distribution of available days.
- f. Pro-rating of Vacation Entitlements:** Vacation entitlements will run on a calendar year basis. During the first and last year of employment, vacation will be pro-rated by dividing the number of months employed in the calendar year by twelve, multiplying the vacation entitlement by this fraction and rounding the resulting figure to the nearest day. A member who has worked for ten or more days in any month will be credited for the whole month for purposes of determining his/her vacation entitlement. A member who has unused, accrued vacation time earned in the last year of employment will be paid for the vacation with his/her final pay.

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

3. Multi-Campus Assignments; Transfer to another Campus

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

ARTICLE XI - INTELLECTUAL PROPERTY

1. Both parties acknowledge that new technologies and changes in educational methods can be expected, but they agree to construe this article to achieve the purposes of encouraging and supporting innovation and discovery.
2. As soon as practicable, a faculty member shall advise the Provost or the SHP Vice President (as applicable) that he or she is, or intends to be, engaged either in: (a) the development of intellectual property; or (b) research which may result in the development of intellectual property. In that disclosure the faculty member will, among other things, identify whether the intellectual property is being developed for: (a) the faculty member; or (b) New York Institute of Technology; or (c) some other entity.
3. Intellectual property refers to any trademarkable, copyrightable or patentable matter or discovery, know-how, research, or any intellectually created tangible thing or matter including, but not limited to: creative or artistic works, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes; computer programs, live video and audio broadcasts; programmed instruction materials, drawings, paintings, sculptures, photographs and other works of art.
4. Personal Research - NYIT waives all claim to or equity in any discovery or invention of its faculty resulting from personal research and in any patents that may be issued provided that no onsite NYIT resources are used. Personal research shall mean research not related to any university research program and for which the University makes no special contribution of time, facilities, materials or monies. The payment of a salary and the provisions of a normal academic environment in which to work are not to be considered as giving the University any financial equity in personal research, but the University expects the faculty member to create syllabi, assignments, and tests for students in the classes of the faculty member, in which event the University and the faculty member agree that the faculty member shall use such materials in the classes taught by him or her. The syllabi, assignments, and tests shall remain the property of the faculty. The LMS "cartridge" which includes the syllabus, assignments, course documents, and assessments of student works, will be owned by the faculty member unless the faculty member authorizes it to be utilized outside of the University, in which case the income, if any, from its use shall be divided equally between the faculty member and NYIT, unless otherwise agreed.
5. University Sponsored Research - University sponsored research shall mean any research activity supported by the University through special grants, special purchases, or specially reduced teaching load paid for by funds administered by the University, regardless of the source of such funds. In addition, University Sponsored Research shall include intellectual property developed with the assistance of specially provided professional or technical assistance (including the assistance of faculty or staff of NYIT), even though this research does not result from a University grant, purchase, or from a reduced teaching load. NYIT shall own all right, title and interest in patents, trademarks, and copyrights resulting from University Sponsored Research, reserving the right to direct the assignment thereof to its designated agent, implicitly governing its action with due regard to the protection of the rights of the University and the interests of the inventor or inventors. NYIT shall bear all costs for patent, trademark, or copyright applications made for University Sponsored Research. In the event that income accrues to NYIT from the administration of University Sponsored Research, fifty percent (50%) of the net income, if any, shall be paid to the inventor or inventors, his/her or their heirs, executors, administrators or assignees, and fifty percent (50%) of the net income, if any, shall be received by the University, unless otherwise agreed between the parties. The University must provide a detailed description of how net income will be calculated at the inception of the project.

6. The payments to which the faculty member shall be entitled in connection with the use of the intellectual property resulting from University Sponsored Research shall be made annually, by March 31st for the prior calendar year, unless otherwise agreed between the parties. The faculty member shall be given at the same time a detailed showing of the computation of the amount remitted.
7. Outside Sponsored Research - Under the terms of certain contracts and agreements between the University and various agencies of government and/or private and public corporations, the University is, or may be, required to assign all patent rights to the contracting party. The University retains the right to enter into such agreements whenever such action does not violate the spirit of this Article and is considered to be in the best interests of the University. The inventor or inventors shall be informed of all such agreements prior to final negotiation. In the event that income accrues to NYIT from the administration of a patent or invention in which the University has an interest, fifty percent (50%) of the net income, if any, shall be paid to the inventor or inventors, his/her or their heirs, executors, administrators or assignees, and fifty (50%) of the net income, if any, shall be received by the University, unless otherwise agreed between the parties. The University must provide a detailed description of how net income will be calculated at the inception of the project.
8. If any tape or digital recordings (either audio or video) or electronic copies are made of courses, they shall be made only with the advance permission of the participating faculty member, unless circumstances require an accommodation pursuant to the Americans with Disabilities Act. Such copies, if any, shall remain the property of the faculty member and shall be used only as the faculty member permits, except that faculty will work with the NYIT Office of Accessibility Services regarding how to make Course Materials accessible to the disabled.
9. The University and faculty member will cooperate in the completion of all documents deemed necessary by the parties to confirm their respective rights, title and interest in the Intellectual Property developed pursuant to this Article.

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

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

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

<u>Professional Rank</u>	<u>Equivalent Faculty Rank</u>
Counselor I	Instructor
Counselor II	Assistant Professor
Counselor III	Associate Professor
Counselor IV	Professor

2. Library Department

<u>Professional Rank</u>	<u>Equivalent Faculty Rank</u>
Librarian I	Instructor
Librarian II	Assistant Professor
Librarian III	Associate Professor
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	\$75,500
Associate Professor	\$82,000
Professor	\$91,000

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 Humanities – W (Writing), 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. A secondary school certification in a field pertaining to that course, and
 - c. A master's degree in any field.
- 2) In Architecture and Design, a candidate may be hired as an adjunct instructor if the candidate possesses:
 - a. In Architecture, a first professional degree (B. Arch or M. Arch), or its equivalent.

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

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

c. Assistant Professor (or Adjunct Assistant Professor)

Minimum qualifications:

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

- 1) In Architecture and Design, if the candidate possesses:
 - a. In architecture, first professional degree (B.Arch. or M. Arch.), or its equivalent plus a record of accomplishments
 - b. In Interior Design, a Bachelor's or a Master's degree in Interior Design, Architecture, or in a field pertaining to the course(s) for which she/he is hired, plus a record of accomplishments.
 - c. In Digital Art and Design, a Bachelor's or a Master's degree in Interior Design, Fine Arts or Applied Arts, or in a field pertaining to the course(s) for which she/he is hired plus a record of accomplishments.
- 2) In engineering, master's in a relevant field, plus the P.E.
- 3) In technology, master's degree in a relevant field.
- 4) In business law, J.D. plus substantial, relevant experience.
- 5) In physician assistant studies, occupational therapy, and physical therapy: master's or professional doctorate in a relevant field and professional licensure, with a complementary research doctorate preferred.

d. Associate Professor (or Adjunct Associate Professor)

Qualifications:

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

e. Professor (or Adjunct Professor)

Qualifications:

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

professor, or a minimum of eight (8) years of relevant teaching experience in the academic rank of adjunct associate professor.

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

f. Laboratory, Studio, or Developmental Specialists

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

2. **Library Faculty**

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

Minimum starting salaries for library faculty hired on or after September 1, 2022 shall be as follows:

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

a. Library Faculty I (equivalent to Instructor)

Qualifications:

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

b. Library Faculty II (equivalent to Assistant Professor)

Qualifications:

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

c. Library Faculty III (equivalent to Associate Professor)

Qualifications:

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

d. Library Faculty IV (equivalent to Professor)

Qualifications:

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

3. Counselors

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

a. Counselor I (equivalent to Instructor)

Qualifications:

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

b. Counselor II (equivalent to Assistant Professor)

Qualifications:

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

c. Counselor III (equivalent to Associate Professor)

Qualifications:

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

d. Counselor IV (equivalent to Professor)

Qualifications:

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

ARTICLE XIV - APPOINTMENTS

1. Visiting Appointments

- a. Visiting appointments may be used only for the purpose of appointing individuals who:
 - i. bring to the University special skills or academic credentials, national or international prominence and/or professional achievement, or
 - ii. are hired to replace another full-time faculty member who is on a temporary leave of absence or when circumstances are such that there is insufficient time to perform a search, or
 - iii. are hired to work in an externally funded program
- b. Individuals hired in a visiting title under subsection (i) above may not be appointed for more than 3 years. In all other circumstances visiting appointments may not be for more than 2 years unless approved by both the union and the Provost or the SHP Vice President (as applicable).
- c. After the periods specified in (b) above have elapsed, a faculty member hired in a visiting title must either apply for and be appointed to a regular full-time faculty line, in accordance with the regular process, or be let go.
- d. In the event that a faculty member who formerly had a “visiting” title subsequently receives an appointment using a regular academic title, then the faculty member may reduce the tenure probationary period at his/her option by the number of years served in the “visiting” title. The option to reduce the tenure probationary period must be declared definitively in writing to the Provost or the SHP Vice President (as applicable) with copies to the Dean and Chair no later than April 1 of the faculty member’s first year of full-time tenure-track service if hired in the Fall, and November 1 if hired in the Spring.
- e. Absent compelling extenuating circumstances, all visiting appointments must go through the same appointment process as full-time faculty members. If, under such compelling extenuating circumstances an appointment is made other than through the normal appointment process for full-time faculty, the AAUP and NYIT must meet to determine the length of the appointment.

2. New Regular Faculty Appointments

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

3. Presidential Appointments

It is recognized that from time to time the growth and development of the Institute may require the addition to the faculty of scholars and researchers of great distinction. Accordingly, the President may, with the approval of the Board, recruit, select, appoint, reappoint, or promote faculty members with or without the granting of tenure, the number of appointments with tenure not to exceed four (4) per year.

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

4. Teaching Faculty

In the Schools and Colleges of NYIT there shall be established non-tenure track “Teaching Faculty Lines (TFLs)” with ranks commensurate with their educational and instructional qualifications. Teaching Faculty Lines may not be used to replace tenure track or tenured faculty who leave the institution or in lieu of new tenure track

or tenured lines when a department or program expands. Teaching Faculty Lines may be used to replace adjuncts where it is deemed advisable to consolidate courses taught by adjuncts into a single TFL. The number of TFLs in each School shall not exceed fifteen percent (15%) of the total number of FT tenured and tenure track faculty in the school. In the College of Arts and Sciences, the number of TFLs in the division represented by the Humanities SPC shall not exceed fifteen percent (15%) of the total number of FT tenured and tenure track faculty. Likewise, the number of TFLs in the division represented by the Sciences SPC shall not exceed fifteen percent (15%) of the total number of FT tenured and tenure track faculty. Under no circumstances may the TFLs exceed fifteen percent (15%) of the tenure and tenure track faculty of the entire Institution at the NYC and OW campuses. TFLs will be allocated equitably among departments within a School.

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

The responsibilities of the faculty filling these TFLs are:

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

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

The initial appointment will be for two (2) years and subsequent reappointments for years 3 and 6 will be for three (3) years and five (5) year appointments in all future years. These reappointments and promotions will be through a process of review by the appropriate DPC or SPC (if there is no DPC) and are subject to final approval by the dean and the Provost, in accordance with the same timeline (through the Provost decision) as for tenure-track faculty in the second full year. (See Page 55 for the Clinical and Teaching Faculty timeline) The DPCs will develop criteria to be used for appointment and reappointment of TFLs. Current adjuncts will be given preferential consideration to fill a TFL.

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

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

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

5. Clinical Faculty

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

Clinical faculty are required to:

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

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

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

Second Contract: Three years.

Third Contract: Three years.

Fourth Contract and thereafter: Five years.

All aspects of the AAUP CBA will apply to clinical faculty with the exception of those sections pertaining solely to tenure track faculty. The total base teaching load for the fall and spring semesters will be 21 ELH, and the faculty filling these lines may teach on an overload basis following the same CBA rules imposed on the regular full time faculty. The number of clinical faculty shall be limited to a maximum of thirty percent (30%) of the total number of full-time faculty lines in the School of Health Professions.

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

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

Promotion to Clinical Associate Professor

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

- 1) Achieved a regional or national reputation in health professions education; and/or,
- 2) Contributed significantly to administration or clinical services delivery, and governance.

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.*

Promotion to Clinical Professor

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

- 1) Show substantial evidence of leadership inside and/or outside the institution including significant contributions to the professional societies and associations; and
- 2) Hold direct responsibility for a clinical service.

6. Clinical Affiliated Instructors

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

7. Non-tenure Track Research Faculty Lines

Non-tenure track, research faculty lines may be established by NYIT in all schools and colleges with a maximum of ten (10) percent of all full-time tenured or tenure-track faculty being in the Research Faculty category. These faculty will follow a schedule for reappointment as follows:

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

Second Contract: Three years.

Third Contract: Three years.

Fourth Contract and thereafter: Five years.

The renewal of which will be premised upon recommendations of the Chair, Dean, and Academic Vice-President. NYIT may require nine (9) through twelve (12) month contracts for all Research Faculty.

8. Appointment Lengths

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

9. Terms of Appointment of Professional Staff, Professional Staff Specialists and Library Faculty

All members of the professional staff and staff specialists shall be hired on the basis of term appointments as follows:

a. Initial Contract

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

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

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

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

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

b. Second and Third Contract

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

c. Subsequent Contracts

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

10. Documents Received Upon Appointment

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

11. Joint Appointments

a. General

- 1) A tenured faculty member regularly teaching and performing research in two departments (either in the same School or in two different Schools) may receive an appointment in no more than two departments. Such appointments should be the norm for faculty members regularly performing teaching and research in another department. Faculty members who occasionally teach and/or do research in another department will not be required to formalize the relationship with a joint appointment.
- 2) Courtesy joint appointments, which require no teaching or research duties in a secondary department, will not be permitted. They are undesirable because they imply to students and others that the professor is part of the department when such is not the case.
- 3) Joint appointments will not be approved for non-tenured faculty members under any circumstances.
- 4) Faculty members may not be given joint appointments unless they possess the skills and competencies to justify a secondary appointment in another department and the appointments in the secondary department have been approved in accordance with the procedures described in this following section. Nominees for joint faculty appointments should meet all applicable criteria for regular faculty positions in the secondary department, including the appropriate terminal degree and a record of successful achievement and research and/or creative activity.
- 5) All faculty members having joint appointments shall receive an appointment letter specifying the names of the "primary department" (which is usually the department in which the faculty member has received tenure) and the "secondary department". This appointment letter shall also specify the duration of the joint appointment (which may be for one, two, or three academic years).

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

b. Procedure for Establishing New Joint Appointments

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

c. Rights and Duties of Faculty Members with Joint Appointments

- 1) Faculty members having joint appointments are normally expected to teach and/or perform research/creative activity in both departments.
- 2) Faculty members having joint appointments shall be invited to all general faculty meetings, faculty celebrations, etc. from both departments (and both Schools, if applicable), and shall have the right to attend but not vote in all such general faculty meetings in the secondary department.
- 3) Faculty members having joint appointments may serve on committees and attend faculty meetings in the secondary department, but may only vote in the primary department. Faculty may only represent their primary department on the Academic Senate.

d. Personnel Procedures When Faculty Members Have Joint Appointments

- 1) All personnel decisions (such as requests for promotion or sabbatical leaves) shall be processed by the FPCs related to the primary department after receiving input from the secondary department's FPCs. The FPCs related to the primary department are responsible for processing the candidate's dossier for forwarding to higher levels of review and also forwarding the credentials for review to the FPCs representing the secondary department's FPCs.
- 2) The DPC of the primary department (if one exists) shall not normally take any action on a faculty member's promotion or sabbatical request unless appropriate input has been requested and received from the DPC of the secondary department (if one exists). Similarly, the SPC serving the primary

department shall not normally take any action on a faculty member's promotion or sabbatical request unless appropriate input has been requested and received from the SPC of the secondary department. The Chairs of the two DPCs (if they exist) and the Chairs of the two SPCs are encouraged to coordinate the timing of the review process to make it possible for the primary department's FPCs to obtain timely input from the secondary department's FPCs.

- 3) If for any reason either the DPC of the secondary department (if it exists) and/or the SPC serving the secondary department fails to issue and/or transmit its recommendation regarding a promotion or sabbatical request on a timely basis to the DPC or SPC of the primary department, then the DPC or SPC related to the primary department may process a personnel decision on its own without input from the secondary department's FPC.
- 4) The SPC serving the primary department shall submit its recommendation on a personnel matter to the Dean of the School which includes the primary department for his or her review and recommendation. A copy of this recommendation shall also be submitted to the Chair of the SPC serving the secondary department, and to the Dean of the School which includes the secondary department (in the event that the primary and secondary departments are in two different Schools).

12. Tenure

- a. The total period of full-time service prior to the grant of continuous tenure shall not exceed seven years, except as specified herein.

When a faculty member in the probationary period who is originally appointed in the fall semester takes a leave of absence that exceeds half a semester in length, the period of full-time service prior to the grant of tenure and the date of the tenure decision shall be extended one year.

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

- b. A regular full-time member of the instructional and research faculty, holding the rank of Assistant Professor, Associate Professor, or Professor is eligible for tenure after completing six (6) years of full-time teaching in higher education, which shall include at least three years of full-time teaching at the Institute. Credit for prior full-time teaching at another institution of higher education toward reducing the tenure probationary period may be declared at a faculty member's option at the time of initial appointment at the Institute and must be declared definitively in writing to the Provost or the SHP Vice President (as applicable) with copies to the Dean and Chair no later than April 1 of the faculty member's first year of service if hired in the Fall, and November 1 if hired in the Spring.
- c. Such a regular full-time member of the instructional and research faculty, upon reappointment to a seventh year of service at the Institute as defined above, shall have his/her appointment designated as:
 - 1) with tenure, or
 - 2) terminal
- d. Tenure appointments may not be granted by default, but rather must result from due process following the procedures for tenure specified below. A tenure decision requires the positive action of the Board of Trustees.
- e. Terminal appointments in essence provide faculty or staff with a minimum of one (1) year's notice to make provision for relocation.
- f. Faculty members have the right to apply for tenure before the end of their probationary period. If any faculty member applies for such early tenure, then he or she will receive either: (1) reappointment with tenure, (2) reappointment without tenure, or (3) a terminal appointment for the subsequent academic

year. If the faculty member who applied for early tenure is reappointed without tenure, then this faculty member shall be allowed to reapply for tenure again in a subsequent year within the probationary period.

- g. In cases of special merit, the Board may grant tenure to a faculty member who has served less than the time period specified in Section 10.b. of this Article if tenure is recommended by either the DPC or SPC and the President.
- h. Except as provided in Article XXIII, the decision of the Board on all matters of tenure and terminal contracts shall be final and binding.
- i. A tenured faculty member shall have continuous reappointment unless he or she resigns or retires, is dismissed pursuant to Article XXIV of this Agreement, or is terminated pursuant to Article XX of this Agreement.
- j. Regular part-time members of the instructional and research faculty shall not be eligible for tenure.
- 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

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

- vi. A member on sabbatical leave can only accept an assignment at another institution if he/she has the prior approval of the President.
- vii. 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., 18 or 21 ELH for 2 semesters, as applicable) at the Assistant Professor rate. Faculty members who apply for and are approved for a sabbatical for one semester will receive stipends covering this award of half their full-year contract base pay minus adjunct replacement costs for one semester and will have a base teaching load for the other semester in that academic year equal to one half of their annual base teaching load.
- viii. If a member takes a leave without pay, the counting of sabbatical-eligibility service years stops. Time during a leave with pay counts towards sabbatical eligibility. A sabbatical leave does not constitute a break in service to NYIT.
- ix. Faculty members who have had their sabbatical requests approved may request a one-semester delay in the start of their sabbaticals, or in the taking of the second semester of a two-semester sabbatical. Such a request must be made in writing and must be approved by the faculty member's department Chair and Dean as well as the Provost or the SHP Vice President (as applicable). To delay the start of a sabbatical more than one semester requires a new sabbatical application.
- x. If circumstances change so that a faculty member's financial support expected during his/her sabbatical leave is greater than that reported in his/her sabbatical application, the faculty member must advise the President of this immediately.
- xi. The member must submit a detailed report at the conclusion of the sabbatical covering the activities of the sabbatical, including products produced and lessons learned.
- xii. Faculty members shall be notified via email (with acknowledgement by return email required) as to the status of their sabbatical application.

2. Scholar Incentive Awards

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

- a. Scholar Incentive Awards shall be limited to support of bona fide and documented externally funded and supported scholarly research and creative activity.
- b. A candidate shall have completed not less than one full year of continuous paid full-time service with the Institute before becoming eligible for a Scholar Incentive Award. A Scholar Incentive Award may not be held concurrently with a sabbatical. However, Scholar Incentive Awards and sabbatical leaves may be held in tandem. A candidate cannot be absent for two consecutive years without approval from VPAA.
- c. Application for a Scholar Incentive Award should be made as soon as possible but in any case no later than the semester preceding the semester in which the leave would start. The application process shall be the same as that for sabbatical leave.
- d. A candidate may be compensated by the Institute for up to 25% of annual salary rate during the period of the Scholar Incentive Award. The total amount of money earnable with outside support and the Institute salary may not exceed 100% of the annual salary rate that the person would have received without the Scholar Incentive Award. The amount may be less than 25% if the amount of any outside fellowship and grant support received would result in earnings above 100% of salary. If circumstances change so that a faculty member's financial support expected during his/her Scholar Incentive Award is greater than that reported in his/her Scholar Incentive Award application, the faculty member must advise the President of this immediately.

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

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

Applications must include basic information requested by the Office of Academic Affairs as well as a two-page (double-spaced) proposal (plus any supporting material the applicant wishes to include), an up-to-date curriculum vitae (in a format appropriate to the discipline), and a report on the results of the most recent previous such grant awarded to the applicant. The form of the Application for STEM and the form of the application for the Humanities/Architecture shall also be appropriate to the discipline. Applications will be reviewed by a Committee of at least six (6) faculty members at least two (2) of whom shall be from non-STEM disciplines. Five members of this Committee will be appointed by the Provost, who will designate one of the Committee members as Committee Chair. The AAUP will designate the sixth member of the ISRC Committee. To the degree practicable, committee members will be active scholars or creative artists, tenured, representative of the different scholarly/creative approaches at NYIT and will have themselves previously received an internal or external grant. To the degree practicable, at least two committee members should be new each year, and at least two should be experienced committee members. The committee will recommend how the funds available should be allocated among the applicants, with the Provost making the final decision.

There shall be a Rubric created and used by the ISRC Committee which correlates the merit and the recommended funding of the applications (also referred to as proposals). The Rubric will be shared with the faculty. Additionally, the Provost and Vice President of Academic Affairs will provide at least 50 ELH of release time to the academic Deans, proportional to the amount of scholarship produced by each school the previous year. The Deans will award release time to tenured and tenure-track faculty members who are actively engaged in scholarship and need the additional time for their scholarship. At the end of each semester, the Dean will report to the Provost how these ELH were allocated.

4. Curriculum Vitae

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

ARTICLE XVI - FACULTY PERSONNEL COMMITTEES

1. Introduction

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

2. Role of Faculty Personnel Committees

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

3. Explanation of Terms

- a. Faculty Personnel Committees (FPCs) - refers to all personnel committees relating to faculty members (i.e., both SPCs and DPCs)

- b. School Personnel Committee (SPC) - refers to the highest-level personnel committee in a School. The SPC receives the recommendations of the Departmental Personnel Committees (DPCs) below it.
- c. Departmental Personnel Committee (DPC) - A school may establish a Departmental Personnel Committee (DPC) for the purposes of:
 - 1) Search for and evaluation of candidates for full-time appointment.
 - 2) Initial review of candidates for retention, promotion, tenure, and sabbatical. The recommendation of the DPC shall be made to the appropriate SPC.

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

4. Number of SPCs in a School

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

- a. Humanities SPC - which shall include the departments of Humanities and Behavioral Sciences,
- b. Sciences SPC - which shall include the departments of Mathematics, Physics and Life Sciences

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

5. Minimum Number of Members in a SPC

The minimum number of members on each SPC shall depend on the number of full-time faculty 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

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

6. Election of SPC Members

School Personnel Committees (including one alternate member) shall be elected by the relevant full-time constituent faculty (tenured and non-tenured), subject to the following provisions: (1) Members of a SPC will serve for a period of one year. (2) Nominations for SPC members must be received by the Dean during the spring for the following academic year. (3) Secret ballots must be used. (4) Ballots must be returned to the Dean and counted openly at a time and location previously announced to faculty, to give them an opportunity to observe the process. SPC/DPC elections will take place after Board decisions on tenure in May to allow newly tenured faculty to serve. The SPC will elect a Chair (with vote, who will convene meetings) at the first meeting of each academic year.

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

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

- a. All tenured faculty members of a department shall be automatically included in the Department Personnel Committee unless they choose not to serve.
- b. All full-time faculty members in the bargaining unit—both tenured and non-tenured—may vote in SPC elections, except as noted below.
- c. Faculty members on terminal appointment, faculty members with "visiting" titles, adjunct faculty, and faculty on half-time appointments shall not be permitted to vote in any SPC election or to serve on any SPC or DPC.
- d. Faculty members on leaves of one year or less may vote in SPC elections and may serve on SPCs and DPCs during the period they are on leave. Faculty members on leaves of more than one year shall not be permitted to vote in any SPC election, or to serve on any SPC or DPC.
- e. Only tenured faculty shall serve on a SPC or DPC, except that clinical faculty may elect one representative to the SPC for the School of Health Professions to review only reappointment and promotion applications of clinical faculty. If there are not enough tenured faculty members to make up a SPC or DPC, tenured faculty members from one or more related disciplines elected by the full-time constituent faculty to be represented by that SPC or DPC (tenured and non-tenured) shall serve on that personnel committee.
- f. Only faculty members at the rank of associate professor or higher can participate on the DPC or SPC for promotion decisions to the level of associate professor. Similarly, only faculty members at the rank of professor shall participate on the DPC or SPC for promotion decisions to the level of professor.
- g. An SPC or DPC member submitting a request for promotion shall not participate in any promotion decision. An SPC or DPC member submitting a request for a sabbatical shall not participate in any sabbatical decision.
- h. Candidates for reappointment, promotion, tenure, and/or sabbatical leaves can appeal to the chair of the SPC to have one member of the SPC removed for his/her deliberations. In this case the alternate would substitute.
- i. Any member of the SPC should, if possible, recuse him/herself from the DPC except for any actions involving new hires.

8. Presence of Deans

Deans shall not be present during SPC or DPC deliberations.

ARTICLE XVII - PROFESSIONAL STAFF PERSONNEL COMMITTEES

1. Introduction

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

2. Library PEC

The Library PEC will consist of three (3) elected members and one (1) elected alternate. Qualification for election is the rank of Library Faculty II or above, and a minimum of four (4) years of continuous service at the

Institute. If fewer than three (3) individuals meet the criteria for service, the three (3) eligible individuals with greatest seniority shall serve. The Library PEC will elect a Chair (with vote, who will convene meetings) during the spring for the following academic year.

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

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

4. HEOP PEC

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

5. Selection of PEC Members; Filling of Vacancies

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

6. Recusal from PEC Service

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

ARTICLE XVIII - PERSONNEL PROCEDURES

1. Academic Personnel Files

- a. The following documents shall be included among the contents of each member's personnel file:
 1. all teaching observation reports
 2. part A of student evaluation reports
 3. all letters of appointment and reappointment
 4. all documents relevant to the individual's appointment, reappointment, tenure, and promotion including, but not limited to, all summary evaluation forms prepared by FPCs or PECs, the Dean, and the appropriate Vice President.
 5. In addition to any specific criteria developed by the SPC, faculty must include an Executive Summary and his/her Curriculum Vitae with the portfolio submitted for reappointment, promotion and tenure.
- b. There shall be a copy of this file in two locations: the office of the appropriate Vice President and the office of the appropriate Dean. Members shall have the right to review, during normal business hours, the contents of their Academic Personnel Files kept at either location. Additionally, members shall have the right to review their Human Resource Personnel File kept at the Office of Human Resources.
- c. Members have the right to add material to their personnel files. Any member has the right to file a grievance if he or she is denied the right to inspect the contents of his/her personnel file.

2. Student Evaluations of Faculty

- a. At or near the completion of each course taught by a faculty member, each student shall have the opportunity to participate in an evaluation of the course and the faculty member's delivery of the course using an online evaluation.
- b. The online evaluation will be made available to students electronically under the direction of Institutional Research in a manner designed to insure the confidentiality of the students' responses.
- c. Copies of the aggregate results of Part A will be distributed to the Dean of the school or college, the faculty member and the Department Chair. The Part A questions shall include, but not be limited to:
 - (i) Would you recommend the instructor to another student?
 - (ii) Were course objectives met?

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

The results will be used:

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

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

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

3. Peer Observations of Faculty

- a. Peer observations must be used to evaluate the teaching performance of all non-tenured faculty members and faculty members up for promotion or tenure. At least one peer observation of these faculty members shall be conducted each year. These faculty members shall have the right to request and receive additional observations.
- b. Faculty members who intend to request reappointment, tenure or promotion must notify their Dean and department Chair of this fact on or before September 1 (or, only for those in their second full year of service, April 1 of the previous academic year). In addition, tenured Assistant Professors or Associate Professors who are not requesting promotion but nevertheless wish to have their teaching evaluated by a peer must notify their department Chair on or before September 1 of that academic year.
- c. The department Chair must notify any faculty member to be evaluated at least one week in advance of the proposed observation, and the date of the observation must be agreed upon by both parties.
- d. In the peer observation forms, the observers shall evaluate candidates by providing numerical ratings on a scale from 1 to 7, as follows: 1 = Unsatisfactory, 2 = Poor, 3 = Needs Improvement, 4 = Satisfactory, 5 = Good, 6 = Very Good and 7 = Outstanding. Only this integer seven-point scale shall be used and no pluses or minuses shall be added.

- e. Within one week after each peer observation, the evaluator shall fill out the observation form and shall show the complete filled-out form to the faculty member who was observed. The faculty member shall be permitted to add his or her own comments in the space provided and both the evaluator and the observed faculty member shall sign the form. The observed faculty member must be provided with a complete copy of the form (including both signatures) before the form is transmitted to any faculty personnel committee.
- f. The Dean and the Provost or the SHP Vice President (as applicable), following the procedures set forth in paragraph c. and professional courtesy can observe and evaluate the teaching performance of all non-tenured faculty members and faculty members up for tenure and promotion. If the Dean or the Provost or the SHP Vice President (as applicable) chooses to evaluate a faculty member, the faculty member must receive and sign a copy of the report before it becomes a part of his or her personnel file.
- g. For courses taught fully asynchronously, no individuals other than the faculty member teaching the course and the students enrolled in that course shall electronically access any course materials or communications, including but not limited to, all materials prepared by the instructor and all items submitted by students, except with the advanced written permission of the faculty member teaching the course. Outside visitors will not be allowed in any Distance Learning course unless the faculty member agrees in advance to their presence. Peer observations for-blended asynchronous courses will be performed during a face-to-face or synchronous audio/visual or remote class as set forth in (a) – (f) above. Absent extenuating circumstances, peer observations of classes delivered through a synchronous remote modality must be conducted by someone who has previously taught using this modality.
- h. In order to ensure an equitable assessment of the teaching and learning environment in a fully online course the faculty member may provide a peer or administrative reviewer (as provided in (f) above or defined below) a live or pre-recorded guided tour of the course covering a general overview including the syllabus and schedule of dates, the welcome or “start here” section of the course, and a specific lesson, learning module, or unit that includes an assessment intended to determine whether a specific outcome was met. Alternately, the faculty member may provide the following artifacts in PDF form:
 - 1) Syllabus
 - 2) Course Outline and Schedule of Dates
 - 3) The materials (i.e., E-Lecture, PowerPoint, etc.) from a specific lesson, learning module, or unit that includes an assessment intended to determine whether a specific outcome was met.
 - 4) A description of assessment used to determine if the outcomes were met.
 - 5) Samples of student work or postings with personal identifiers removed relating to the assessment.
 - 6) Narrative description of how the course is conducted.
 - 7) Class enrollmentThe artifacts to be used for the review are to be selected by the faculty member for the course to be reviewed. Peer is herein defined as a full-time faculty member who has taught on-line classes in the same school or college.
- i. The AAUP and NYIT agree that peer observation of an online or any Distance Learning course should be comparable in scope to the observation of an in-person course and should be consistent within each department. In order to ensure consistency of observations among different modes of course delivery, the parties agree to appoint a committee charged with reviewing current peer observation practices and with developing observational form(s) appropriate to new Distance Learning modalities and for use in face-to-face courses. Any changes to the practices and forms must be approved by the AAUP and the Provost’s office prior to implementation.

4. Portfolios

All portfolios shall be submitted in electronic form.

5. Evaluations of Faculty by Chairs

- a. Each full-time faculty member requesting reappointment, tenure and/or promotion shall receive a written evaluation from his or her Chair (or other immediate supervisor such as Director).
- b. The Chair shall meet with the faculty member no later than October 15 to discuss the faculty member's evaluation. No later than November 1, the Chair must give the faculty member a draft of the written evaluation. The final evaluation is due to the faculty member and the FPC no later than November 8. The faculty member may submit a written response to the evaluation to the FPC and the Chair, no later than November 15.
- c. Both the Chair's evaluation and the faculty member's response (if any) shall become part of the portfolio to be submitted by that faculty member to the relevant FPC. The FPC shall not commence review of the portfolio until the candidate has had at least one week to respond to the Chair's evaluation.

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

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

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

For example:

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

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

7. Faculty Support Program

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

Pilot Program: To that end, the AAUP and New York Institute of Technology agree to launch a **pilot program of review beginning in the spring 2023 semester and continuing for four years**. At the end of the four-year pilot program, the Provost and the Presidents of the AAUP or their designees will meet individually with selected Chairpersons and faculty members who have participated in the program. From these meetings, the Provost and the AAUP leadership will determine appropriate modifications to the pilot program to ensure that the program is (1) feasible administratively for Chairs and (2) constructive for, and supportive of, faculty members. As part of this process the Provost and the AAUP Presidents may review the Chair's and Associate Provost's reports on the faculty who have participated in the program, provided the names of the faculty members have been redacted.

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

A. Terms of the Faculty Support System

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

B. Program Timeline and Process:

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

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

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

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

8. Criteria for Reappointment, Tenure and Promotion of Faculty

- a. After departmental criteria are developed and/or revised, they will be submitted to the appropriate school. Each School shall be responsible for publishing its criteria for tenure and promotion considerations and for making them available to faculty. These criteria must be sent to new faculty, by the Dean's office, and the time of hire and placed in the personnel file of a tenure-track faculty member from the inception of his/her first year of appointment.
- b. The faculty served by an SPC shall either ratify the existing procedures or modify them as needed at a faculty meeting held no later than April 1 for the following academic year. These criteria and procedures shall be published and distributed to all faculty members within a School, by the SPC and copies shall be given to the AAUP and the Provost or the SHP Vice President (as applicable) by April 15 of each year. There shall be no consideration of any changes in faculty status of any individual in a School unless this document is approved and distributed as specified above.
- c. All faculty meetings to formulate, ratify, and modify these criteria and procedures shall occur in the spring semester for the following academic year, and shall be presided over by the Chair of the SPC or, if necessary, a replacement elected by that SPC.
- d. Where they exist, DPCs must develop guidelines (in conjunction with minimal criteria set forth by the Provost or the SHP Vice President (as applicable)) for the preparation of electronic portfolios to be submitted by candidates seeking reappointment, promotion, or tenure. These are submitted to and ratified by the appropriate SPC no later than March 1, for the following academic year, so that they may be taken into consideration when revising SPC procedures. In the absence of a DPC, the SPC assumes both responsibilities. The committees may solicit recommendations from outside the School or Institute and may solicit information from inside the Institute. It is important for them to recognize that their principal purpose is to maintain academic quality control as well as to certify the compatibility of the candidates within the NYIT community.
- e. All faculty personnel committees shall evaluate all candidates by providing numerical ratings on a scale from 1 to 7, as follows: 1 = Unsatisfactory, 2 = Poor, 3 = Needs Improvement, 4 = Satisfactory, 5 = Good, 6 = Very Good and 7 = Outstanding. Only this integer seven-point scale shall be used and no pluses or minuses shall be added. The personnel committee guidelines should include specific definitions of these numerical rankings.
- f. All candidates will receive summary evaluations using the three general categories of teaching, scholarship, and service, accompanied by substantive commentary in each of these areas.
 - 1) The overall category of "teaching" could include such areas as: classroom teaching; curriculum and program development; assessment of student learning, especially as it relates to accreditations; application of technology to education; inter-disciplinary and cross-disciplinary courses and program development; successful team-teaching of multi-disciplinary courses; integration of scholarship results into teaching; innovations in online teaching.

- 2) The overall category of “scholarship” could include such areas as: research activities; exhibitions and creative works: submission of quality proposals to external funding sources; successful research proposals in attracting external grants; quality supervision of graduate students and students’ theses; serving as a peer reviewer or on a board of respected journals, papers and publications; demonstration of professional competence appropriate to a discipline; development of inter-disciplinary and cross-disciplinary research activities, proposals, joint research grants with NYIT faculty in NY and/or globally; development of successful university research centers.
- 3) The overall category of “service” could include such areas as: student advisement and mentoring; student recruitment and retention; service to the NYIT community; service to the community at large including serving on an advisory or editorial board of a learned journal, organization of national and international conferences, serving on government review panels; organizing major events at NYIT which would enhance reputation, retention and recruitment; serving on the leadership of successful NYIT Centers and Institutes with interdisciplinary focus; and revenue generation efforts such as organizing and participating in workshops, assisting with NYIT fundraising efforts, origination of short courses, and participation in summer camps.

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

g. External Evaluations:

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

- h. No later than October 1, the Chairperson will send, with a copy to the DPC (or SPC if there is no DPC) Chair, a common solicitation letter to all these external evaluators and include: 1) a link to the eportfolio materials of the Scholarship, Creative, or Professional Activities section of the candidate’s portfolio and the candidate’s Curriculum Vitae; and 2) a copy of the SPC criteria for that candidate. All external evaluations by peers on scholarship and creative or professional activities for all tenure and promotion candidates shall be included in the external evaluation of the e-portfolio, and these evaluations will not be shared with the candidate. Excerpts may be included in the Department Chair and/or DPC/SPC reports without identification of the source. Additional specific requirements within the categories of teaching, scholarship, and service may be specified prospectively by the faculty served by an SPC. Such additional requirements must, however, be transmitted in writing to all faculty served by that SPC no later than October 15 of that academic year.
- i. The Chair of the DPC or SPC, if there is no DPC, will be copied on all communications between the department chair and the external evaluator.
- j. The criteria for evaluation of a given non-tenured faculty member shall not be changed during that candidate's probationary period, provided that the faculty member may request to have newly-adopted criteria applied.
- k. These criteria and all other procedures regarding faculty status decisions (appointment, reappointment, tenure, and promotion) shall be determined by the SPC in consultation with the faculty served by that SPC.
- l. Personnel evaluations shall take into account each candidate's entire history at NYIT. A candidate's record of achievement prior to his or her appointment to the NYIT faculty may be considered, but the emphasis of the evaluation should be upon performance while at NYIT. In evaluating a candidate for promotion to full Professor, some emphasis should be given to the candidate's achievements since his or her promotion to Associate Professor.
- m. In order to be considered for a favorable recommendation for reappointment in the second and third years of service from a faculty personnel committee, a candidate must receive a rating of four (4) or higher in

Teaching and in Scholarship. Meeting these minimum requirements does not guarantee a favorable outcome.

- n. In order to be considered for a favorable recommendation for reappointment in the fourth year and beyond, for promotion, or for tenure, a candidate must receive a rating of five (5) or higher in Teaching and in Scholarship; and a rating of four (4) or higher in Service. Meeting these minimum requirements does not guarantee a favorable outcome.

9. Procedures for Considering Requests for Reappointment, Promotion, Tenure, and Sabbatical Leaves

- a. All evaluations shall be based upon written records provided by the candidates and verified by the FPC/PEC.
- b. All FPCs and PECs shall elect Chairs and Secretaries during the spring term for the following academic year.
- c. Minutes of all FPC and PEC meetings must be maintained. The minutes must reflect the date of the meeting, the names of those in attendance, the name(s) of the candidate(s) discussed and the decision of the committee with respect to each candidate. Except for the minutes and the recommendation of the Committee, the discussions of the FPC and PEC are confidential.
- d. All FPCs and PECs must submit reports in writing. Reports of DPCs shall be submitted to the appropriate SPC; reports of SPCs shall be submitted to the Dean of that School; reports of PECs shall be submitted to the next higher level.
- e. Reports of FPCs, PECs, Deans, and the appropriate Vice President must include clearly-stated reasons for the recommendations made.
- f. Copies of all recommendation reports of personnel committees and Deans shall be sent by email (with acknowledgement by return email required) to the candidate at the same time that they are sent to the next level of review. The Chairs of personnel committees (FPCs and PECs) are responsible for sending out copies of their personnel committee recommendation reports to the candidate, and the Dean is responsible for sending his or her recommendation report to the candidate.

10. Special Provisions Applicable to Adjunct Faculty Members

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

11. Provisions Applicable When Faculty Members Request Reappointment, Tenure, Promotion, and/or Sabbatical Leave

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

Full-time faculty members who were newly appointed at the start of a spring semester, must notify their Chair and Dean if they wish to be considered for reappointment by March 1. The Chair shall meet with the faculty member to discuss the faculty member's evaluation by April 1. The report of the Chair goes to the Dean for evaluation and final recommendation for continuation or termination by April 15. The Dean's final recommendation for continuation or termination is sent to the Provost or the SHP Vice President (as applicable) by May 1. The recommendation of the Provost or the SHP Vice President (as applicable) goes to the President (with a copy to the candidate) by May 15. If it is ultimately decided

that this faculty member is not to be reappointed for the full academic year, then the faculty member shall be so notified by June 15, and shall be terminated effective August 31 of that academic year.

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

As is explained in Article XIV.6., a full-time tenure track faculty member may be appointed to a two-year term with the agreement of the appropriate SPC, as well as of the appropriate Dean and Vice President. Full time faculty members must notify their Chair and Dean if they wish to be considered for reappointment by November 1. Such a faculty member shall be evaluated by his or her Chair each year. The deadlines shown in the chart on page 54 shall apply when the faculty member is evaluated by his or her Chair in the first year, and when the faculty member applies for reappointment in the second year.

c. Delivery of Documents

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

d. Notification Requirement

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

e. Submission of Electronic Portfolios

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

f. Report of Departmental Personnel Committee (DPC)

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

g. Report of School Personnel Committee (SPC)

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

h. Meetings of Dean with SPC

After a SPC has completed its deliberations and transmitted its final written report to the Dean, within ten business days, but no later than March 15, the Dean must meet with that SPC to discuss its recommendations. If after this meeting the Dean's intention is to make a recommendation in any way different from the recommendation of the SPC, at least five business days before the Dean transmits his or her recommendation together with the recommendation of the SPC to the Provost or the SHP Vice President (as applicable) (with a copy to the candidate, the Department Chair and the Chair of the SPC and the Chair of the DPC), but no later than March 31, 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.

i. Report of Dean

The next report goes from the Dean to the Provost or the SHP Vice President (as applicable) (with a copy to the candidate, the Department Chair, the Chair of the SPC and the Chair of the DPC). In all cases, the Provost or the SHP Vice President (as applicable) shall receive at least two separate recommendations: one from the Dean and one from the SPC. All Deans' and SPC recommendation reports must be received by the Provost or the SHP Vice President (as applicable) and by the candidates no later than April 1. The

Dean's recommendation to the Provost or the SHP Vice President (as applicable) must address, in writing, the detailed recommendations and justifications in the areas of teaching, scholarship, and service, received from the SPC (as described in Section g. above).

j. Report of Provost or the SHP Vice President

- a. The Provost or the SHP Vice President will invite each candidate for tenure to meet with him/her in person before submitting a recommendation to the President.
- b. The recommendation of the Provost or the SHP Vice President on each candidate for reappointment, tenure, promotion, and/or sabbatical leave shall be submitted to the President by May 1 of the academic year in which the candidate is applying. The Provost or the SHP Vice President will send his or her recommendation to each candidate, the Department Chair, the Chair of the DPC, and the Chair of the appropriate SPC by email (with acknowledgement by return email required) at the time of its transmittal to the President.
- c. Each year's report from the Department Chair, DPC, SPC, Dean and Vice President will become a permanent part of the candidate's portfolio until such time he/she is evaluated 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 (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 early tenure, 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 e-portfolio 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, early tenure, tenure, and/or sabbatical leaves must submit their portfolios through the electronic portfolio platform for 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 15	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).

Personnel Procedure Summary Chart for NYIT Clinical & Teaching Faculty Members

Step in the Process	Faculty in their first full academic year (includes faculty hired the previous January)	Faculty in their second or subsequent full academic year of service
Faculty members must notify their Chair and Dean in writing if they wish to be considered for promotion or reappointment.	November 1	April 1 (of previous Academic Year)
The Chair shall meet with the faculty member to discuss the faculty member's evaluation.	November 1	April 15 (of previous Academic Year)
The Chair must give the faculty member a draft of the written evaluation.	N/A	May 1 (of previous Academic Year)
The final Chair evaluation must be sent to the faculty member and to the FPC(s).	N/A	May 15 (of previous Academic Year)
The faculty member may submit a written response to the evaluation to both the FPC(s) and the Chair.	N/A	June 1 (of previous Academic Year)
Faculty members seeking reappointment, promotion, and/or sabbatical leaves must submit their portfolios to the appropriate DPC (or SPC, if no DPC is formed).	N/A	October 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	October 15
The report of the chair goes to the Dean for evaluation and final recommendation for continuation or termination	December 1	N/A
Dean's final recommendation for continuation or termination is sent to the Provost or SHP VP	December 15	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	November 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	November 8
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	November 15
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	November 15
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).	December 22	December 1
Date by which the faculty member must receive notice if he or she is not to be reappointed.	March 1	December 15
What happens if the faculty member does not get reappointed	Member may be given appointment only for the remainder of the academic year.	Member serves only for the remainder of the academic year.

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

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

a. General Provisions Applicable to All Professional Staff Members

- 1) On or before August 15, the Chair of the relevant PEC shall: (a) notify affected members that their term contracts will expire at the end of the following academic year and that they need to submit their electronic portfolios by the due date (December 1) if they wish to be considered for reappointment or promotion, and (b) inform the individuals who supervise all such members that they will need to prepare and submit their evaluations of the candidates by the due date (November 1).
- 2) Professional staff members who wish to be considered for promotion or reappointment must notify the Chair of their PEC of this fact by September 1. By December 1, a professional staff member must also submit his/her electronic portfolio through the eportfolio platform for the PEC Chair in the following circumstances:
 1. any professional staff member seeking promotion
 2. library faculty for all requests for reappointment and/or promotion
 3. other professional staff members seeking reappointment for a five-year contract term
- 3) The individual supervising a professional staff member must evaluate the candidate and submit his or her written evaluation to the Chair of the PEC and to the candidate by November 1.
- 4) A professional staff member has the right to respond to the written evaluation submitted by his or her supervisor. Any such response must be submitted in writing to the Chair of the PEC within five business days of the receipt of the supervisor's evaluation by the candidate.
- 5) The PEC shall meet to discuss what recommendations it will make with respect to reappointment and promotion of professional staff members.
- 6) Professional staff members have the right to respond to, and appeal, recommendations made by their PEC, the next higher level(s), or the appropriate Vice President in accordance with the provisions of Article XVIII.10.g. (Rights of Members to Respond and Appeal)

b. Specific Provisions Applicable to Library Faculty [SEE PAGE 58]

- 1) If someone has been designated specifically to supervise the NYIT library system (such as a Director of Libraries or Dean of Libraries), then: (1) the recommendation of the Library PEC must be sent to this person (with a copy to the candidate) no later than December 20. This person shall then submit his or her own recommendation to the Vice President for Academic Affairs (with a copy to the candidate) no later than January 15.
- 2) If no one has been designated specifically to supervise the NYIT library system, then the recommendation report of the Library PEC must be sent directly to the Vice President for Academic Affairs (with a copy of the candidate) no later than January 15.
- 3) The Provost shall submit his or her recommendation to the NYIT President (with a copy to the candidate) by May 1.

c. Specific Provisions Applicable to HEOP Counselors [SEE PAGE 59]

- 1) The recommendation report of the HEOP PEC must be sent to the HEOP Director (with a copy to the candidate) no later than December 15.
- 2) The HEOP Director shall then submit his or her own recommendation to the Vice President for Enrollment Management (with a copy to the candidate) no later than January 15.

- 3) The Vice President for Enrollment Management shall submit his or her recommendation to the NYIT President (with a copy to the candidate) during the second half of April.

d. Specific Provisions Applicable to Student Services Counselors [SEE PAGE 60]

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

e. Specific Provisions Applicable to Admissions and Financial Aid Services Counselors [SEE PAGE 61]

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

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

a. Recommendations Subsequent to Vice President and Notification

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

14. Committee to Revise Reappointment, Tenure, Promotion and Sabbatical Procedures

A committee of twelve (12) people will be appointed to review and make recommendations regarding changes in the procedures for reappointment, promotion, tenure, and sabbaticals. Six (6) of the committee members will be selected by the administration and six (6) by the AAUP. The focus of the review will be to recommend modifications in the procedures in order to provide comprehensive feedback to applicants, as well as to reduce the administrative burdens on faculty, professional staff, and administrators in reviewing applications.

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

Personnel Procedure Summary Chart For NYIT Library Faculty

Step in the process	Special Provisions for Mid-Year Hires		Library Faculty in the first full academic year of service*	Library Faculty in the third or subsequent full academic years of service
	Library Faculty hired after an academic year has started, but before March 1	Library Faculty hired after an academic year has started, and after March 1		
Duration of the term contract which the Library Faculty received	Less than two academic years; shall terminate on August 31 of the following academic year.	More than two academic years; shall terminate on August 31 of the second following academic year.	Two Years	Three Years (for third through eighth year) or Five Years (beginning with the ninth year)
Deadline for the Chair of the Library PEC to: (1) notify affected Library Faculty 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 reappointment or promotion, and (2) request the individual who supervises these Library Faculty 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 Library Faculty began their employment. Such Library Faculty first apply for reappointment later that calendar year (see next column).	August 15	August 15
Library Faculty who wish to be considered for reappointment or promotion shall notify the Chair of the Library PEC of this fact by this date. (Library Faculty may not apply for promotion unless they have met the requirements for promotion to the next rank.)	N/A		September 1	September 1
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	November 1
Candidates seeking to be reappointed or promoted must submit his/her electronic portfolio by this date.	N/A		December 1	December 1
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	December 20
If the Dean/Director of Libraries' intention is to make a recommendation in any way different from the recommendation of the Library PEC, the Dean/Director of Libraries shall advise the Library PEC of the specific reasons why his/her recommendation differs and discuss his/her differences with the Library PEC in an effort to resolve them.			January 10	January 10
The report of the Dean/Director of Libraries goes to the Vice President for Academic Affairs (with a copy to the candidate).	June 1		January 15	January 15
The recommendation of the VPAA goes to the President (with a copy to the candidate).	June 15	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.

* - Library Faculty 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 second full academic year of service

** - If NYIT does not have a Dean/Director of Library Faculty, 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 two academic year; shall terminate on August 31 of that academic year.	More than two academic year; shall terminate on August 31 of the following academic year.	Two Years	Three Years (for third through eight year) or Five Years (beginning with the ninth 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).	August 15	August 15
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		September 1	September 1
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	November 1
Candidates seeking to be promoted must submit to the HEOP PEC by this date. (No portfolios required if reappointments are requested.)	N/A		December 1	December 1
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	December 15
The report of the HEOP Director goes to the Vice President for Enrollment (with a copy to the candidate).	N/A		January 15	January 15
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 two academic year; shall terminate on August 31 of that academic year.	More than two academic year; shall terminate on August 31 of the following academic year.	Two Years	Three Years (for third through eight year) or Five Years (beginning with the ninth 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).	August 15	August 15
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		September 1	September 1
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 1	December 1
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	January 15
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 two academic year; shall terminate on August 31 of that academic year.	More than two academic year; shall terminate on August 31 of the following academic year.	Two years	Three Years (for third through eight year) or Five Years (beginning with the ninth 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).	August 15	August 15
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		September 1	September 1
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		December 1	December 1
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.

- d. The decision made at the end of these proceedings shall be transmitted to the applicant within twenty (20) days after such decision is determined. A member of the bargaining unit shall have the right to see relevant material pertaining to the various proceedings in connection with reappointment and/or tenure and/or promotion on his/her behalf.
- e. A member who is denied promotion, early tenure, and/or sabbatical leave shall be informed in writing of the Institute's reasons for the denial and which specific area(s) need improvement for favorable future consideration by the Dean, or the appropriate Vice President. The appropriate Vice President shall give the Institute's reason for the denial.
- f. The foregoing provisions relating to new appointments as well as provisions relating to promotion, reappointment, tenure, and sabbatical leave shall be exercised by the FPC/PEC in accordance with the provisions of the affirmative action program relating to discrimination in employment.
- g. **Rights of Members to Respond and Appeal**
 - 1) The candidates shall be informed of their rights of appeal applicable at each level of the process at the time they receive the report of the FPC or PEC.
 - 2) The candidate shall have the right to respond in writing to the next level within seven days after receipt of the recommendation. If any recommendation is negative, it must be sent to the candidate via email (with acknowledgement by return email required) so as to give the faculty member an adequate amount of time to respond. In all cases, no action shall be taken at a higher level unless the candidate has received the recommendation of the lower level in writing and seven calendar days have elapsed to permit the candidate the opportunity to respond to that recommendation.
 - 3) A candidate shall be permitted to appeal a negative recommendation in writing to the next highest level, provided that a candidate may appeal a negative recommendation by a Vice President to the President only on the grounds of procedural violations.
 - 4) When a candidate dissents from and appeals a decision at any level, the record of such dissent should be kept and must follow the process as it moves forward and must become a part of the total file reviewed by the President and the Board of Trustees.

15. Non-Reappointment of Faculty

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

16. Non-Reappointment of Professional Staff

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

ARTICLE XIX - ACADEMIC FREEDOM

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

ARTICLE XX - REDUCTION IN FORCE

1. A member of the bargaining unit may be terminated because of the elimination, reorganization, or curtailment of courses of instruction or services in his school or office.
2. An initial decision that a reduction in the number of members of the bargaining unit is required for any of the reasons stated in Section 1 of this Article shall be given to the Academic Senate for its advice on how to facilitate such reduction. After review of the Senate's recommendations and statement of reasons, the President shall make his final decision. The President shall inform the Senate of his final decision in writing. The decision of the President shall be final and binding subject to the provisions of Article XXIII.
3. A final decision that a reduction in the number of faculty members is required shall be made in sufficient time for a faculty member who is to be terminated for the reasons stated in Section 1 of this Article to receive notice of non-reappointment in accordance with Section 12 of Article XVIII of this Agreement. A faculty member in his/her third or subsequent year of teaching at the Institute, who is to be terminated for the reasons stated in Section 1 of this Article, shall be granted one (1) year terminal appointment by the Institute. The preceding two sentences are subject to the provision that the termination is not required because of bona fide financial exigency, a natural catastrophe, or an act of God.
4. Professional staff members subject to termination for the reasons stated in Section 1 of this Article who are working under a two (2) year contract shall be given at least three (3) months' notice; those with a three (3) year contract at least four (4) months' notice; those with a five (5) year contract at least six (6) months' notice.
5. Where a faculty member, tenured or not tenured, is terminated because of bona fide financial exigency, serious consideration shall be given, by the Institute, to the granting of one year's notice.
6. In some cases, an arrangement for the early retirement of a tenured faculty member may prove to be desirable if the faculty member is agreeable to it.
7. In the case of a termination of a faculty member pursuant to Section 1 of this Article, retention priorities shall be in the following order:
 - a. Tenured faculty in the order of seniority by date of initial full-time appointment.
 - b. Non-tenured, full-time faculty in the order of seniority by date of initial appointment.
 - c. Regular part-time faculty in the order of seniority by date of initial appointment.
8. In the case of the termination of a member of the professional staff pursuant to Section 1 of this Article, the termination shall be on the basis of inclusion in one of four professional staff pools, as follows: (1) Library Faculty; (2) Counseling and Wellness Center counselors and assistant director/counselors, (3) Admissions and Financial Aid counselors and assistant director/counselors; (4) HEOP counselors and HEOP assistant directors.

However, any Financial Aid counselor hired before September 1, 1992 shall be considered a member of the Counseling and Wellness Center staff pool as regards seniority and other customary rights and privileges. Retention priorities shall be in the following order:

- a. Full-time professional staff in the order of seniority by date of initial appointment to a classification covered by the collective bargaining agreement.
 - b. Regular part-time professional staff in the order of seniority by date of initial appointment to a classification covered by the collective bargaining agreement.
9. Members of the bargaining unit terminated pursuant to Section 1 of this Article shall be entitled to recall in inverse order, that is, the last member terminated shall be the first recalled.

ARTICLE XXI - ACADEMIC SENATE

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

ARTICLE XXII - ACADEMIC ORGANIZATION

1. The Institute functions through a discrete number of Schools and Colleges. The mission of each School is threefold: instruction, research, and community service.
2. Each School is headed by a Dean reporting to the Vice President for Academic Affairs. As per Article II of this document, Deans are excluded from membership in the bargaining unit.
3. Chairs shall be appointed by the Dean and approved by the Vice President for Academic Affairs or SHP Vice President, as applicable, and the President. Chairs shall be members of the AAUP bargaining unit except that this provision shall not cause the replacement of any individual serving as chair as of the effective date of this Agreement who is not a member of the bargaining unit. The appointment of Chairs will not take place until after consultation with the constituent faculty. The constituent faculty has the right to ask that a chairperson be replaced in situations where the faculty feels that it would be best for the department. Chairs shall be tenured where possible. A Dean may appoint a number of Coordinators to assist in the administration of a specific School. Such Chairs and Coordinators may be drawn from the membership of the collective bargaining unit. In such instances, the faculty member so selected will continue to teach the number of ELH prescribed by Article X.1.c. (1) of this document. Such Chairs and Coordinators will be given a separate appointment letter spelling out in detail their administrative duties. The AAUP recognizes that it is a prerogative of the administration to establish administrative titles.
4. Faculty members assigned to more than one campus shall identify themselves with a single campus for the purpose of voting for personnel committee members and for representatives to the Academic Senate, and shall inform the Vice President for Academic Affairs of their campus identification. This designation shall remain in effect until such time as it is changed by the faculty member.
 - a. A faculty member may designate either the Manhattan or Old Westbury Campus as his or her home campus only if he or she teaches at least 50% of his/her total time at that campus.
 - b. Notwithstanding the foregoing provisions, a faculty member who is a Chair (or Director or Coordinator) only at one or two NYIT campuses may designate as his or her home campus only an NYIT campus at which he or she serves as Chair (or Director or Coordinator).
5. All elected positions within a School shall be subject to recall by the faculty.
6. Changes in academic organization and self-governance procedures shall be as determined by the various Schools by November 15 of each year, except as specified by this Contract. By December 15 of each year, the Vice President for Academic Affairs or SHP Vice President, as applicable, and the co-Presidents of the AAUP

shall compile the written statement of the organization and procedures agreed upon by each School and shall submit this statement to the academic Deans, who shall distribute copies to all faculty members.

7. Subject to the ultimate authority of the Board of Trustees, including the authority delegated to the President by the Board of Trustees, the Faculty shall be self-governing in a manner not inconsistent with the provisions of the collective bargaining agreement. The Faculty, through its designated bodies, shall have shared responsibility for: establishing entrance requirements to the University; establishing the curriculum for each degree and course offered by NYIT, including the appropriateness of the mode and method of instruction intended for each course; evaluating and recommending candidates for appointment, tenure and promotion and undertaking any other actions necessary to carry out its professional responsibilities as specified in this agreement.

ARTICLE XXIII - GRIEVANCE AND ARBITRATION PROCEDURES

1. Intent

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

2. Definitions

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

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

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

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

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

- e. Within fifteen (15) calendar days after this conference, the party with whom the grievance is filed shall issue a decision, with reasons in writing, to the grievant with a copy to the AAUP, if the grievant is not the Institute or the AAUP.

5. Arbitration - Step 3

- a. If the grievance has not been settled at Step 2, the AAUP or the Institute (or in the case of a suspension or termination, the faculty member) may notice the grievance for arbitration before the American Arbitration Association (hereinafter referred to in this article as the "Association") within ten (10) calendar days of receipt of the decision at Step 2 of the appeal.
- b. A grievance concerning a decision of the Board with reference to faculty retrenchment may be noticed before the Association immediately on receipt of the Board's decision. The only issue submitted to the arbitrator shall be the question as to whether the decision of the Board was arbitrary or capricious.
- c. In arbitrations involving discipline or discharge, the Institute shall carry the burden of proof.
- d. The party seeking arbitration shall request the Association to submit a panel of arbitrators for selection by the parties, and the arbitration shall be conducted in accordance with the rules of the Association.
- e. In grievances involving decisions about tenure, or promotion, or reappointment, the arbitrator shall not substitute his or her own academic judgment for that of any of the bodies or individuals responsible for exercising such judgment in the peer review process. Any review by the arbitrator shall be limited to an assessment of whether there has been compliance with the terms of this agreement governing tenure or promotion applications. Under no circumstances may the arbitrator award tenure or promotion. Where the arbitrator finds that there has been non-compliance with the applicable terms of the agreement, the arbitrator may only order such relief as is necessary to assure that the peer review process is carried out in conformity with the terms of this agreement. Whenever the arbitrator finds that there has been a violation of the agreement in a determination concerning a denial of a tenure or promotion application and that such determination be recommitted to the peer review process, the arbitrator may order retention of the affected faculty member, or salary continuance if retention is inappropriate, for such period of time as the arbitrator deems necessary in order that compliance with the terms of the peer review process may be effected.
- f. In no event shall the arbitrator have the authority to add to, subtract from, modify, or amend the terms of this Agreement.
- g. Only one (1) grievance shall be submitted to one (1) arbitrator for determination.
- h. The decision of the arbitrator shall be final and binding subject to appeal by either party to the applicable court.
- i. All necessary expenses of arbitration except counsels' fees shall be borne equally by the parties.

6. Student Accommodations

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

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

1. Grievance and Arbitration

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

2. Alternative Procedure

- a. In the event that the President, the AAUP, and the affected faculty member choose to do so, the following alternative procedure, as set forth below, may be employed.
- b. The faculty member or the AAUP may request that a Faculty Hearing Committee formally consider the charges. Such a request must be made in writing, delivered by overnight delivery (signature required) to the President of NYIT, postmarked no later than thirty (30) calendar days after the receipt of the charges.

- c. Upon receipt of a request for a hearing, the President of NYIT shall convene a Faculty Hearing Committee. The Committee shall consist of five tenured faculty members and one alternate to be selected as follows:
 - 1) One faculty member to be appointed by the administration;
 - 2) One faculty member to be selected by the individual against whom the charges have been brought;
 - 3) Three faculty members and one alternate to be chosen by lot from a pool of tenured faculty. Each School must elect two of its faculty members for this pool by the first meeting of the Academic Senate. Each faculty member so elected will serve for a one-year term.
 - 4) In order to obtain the three regular members and one alternate, six individuals will be selected by lot from the pool and assigned a number based on the order in which they were selected. Any of the individuals so selected will be permitted to recuse him/herself from the committee if he/she cannot render a fair and impartial judgment about the individual against whom the charges have been proffered. If this occurs, additional faculty member(s) will be selected by lot from the pool. After members have been given an opportunity to disqualify themselves, the faculty member concerned and the Institute shall each be entitled to exercise one peremptory challenge to a member selected from the pool. The remaining three members with the highest numbers will be the regular members of the panel, the individual with the lowest number to be the alternate.
 - 5) The committee will elect its own Chair.
 - 6) Except as herein provided, the committee shall establish its own rules and regulations.
- d. The Faculty Hearing committee shall hold a hearing to investigate the charges. A verbatim record of the hearing shall be made. The cost of the record will be borne by the Institute and the AAUP, with copies made available to the faculty member.
- e. The faculty member, the AAUP and the Institute shall be permitted to have representatives of their own choosing present during all hearings.
- f. The faculty member through the AAUP or through a representative of his/her own choosing and the Institute shall have the right to confront and cross examine all witnesses.
- g. The Faculty Hearing Committee and the parties shall have the right to secure the attendance of witnesses and production of documents, on notice to all parties. The Institute will provide whatever assistance may be required in this regard.
- h. The Faculty Hearing Committee shall not be bound by strict rules of evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.
- i. At the conclusion of the hearing, the Faculty Hearing Committee will submit a written recommendation regarding what, if any, disciplinary action should be taken against the faculty member. Said recommendation will be based solely on the evidence in the record and shall set forth in detail the basis for its recommendation.
- j. The Faculty Hearing Committee's recommendation must be supported by at least four of the five members of the committee. The dissenting member, if any, may provide a separate recommendation.
- k. A copy of the committee's recommendation(s) shall be sent by overnight delivery (signature required) to the Institute, the faculty member and the AAUP.
- l. Within ten calendar days of the date on which the recommendation of the Faculty Hearing Committee is received by the President of NYIT, the President will advise the Faculty Hearing Committee, the faculty member and the AAUP in writing, delivered by overnight delivery (signature required), of his or her final decision relating to the charges.
- m. In the event that the President determines to suspend or dismiss the faculty member, the faculty member or the AAUP may request review of this determination by an Arbitrator. Said request must be sent by

overnight delivery (signature required) to the American Arbitration Association, the Institute and, if the arbitration is initiated by the faculty member, the AAUP. The request for arbitration must be postmarked within ten calendar days of the receipt of the President's determination.

- n. The only issue submitted to the arbitrator shall be the question as to whether the decision of the President was arbitrary or capricious, and the parties will proceed directly to arbitration, without having the need first to proceed through the grievance procedure preceding arbitration, in accordance with Article XXIII of the collective bargaining agreement.

3. Joint Standing Committee

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

ARTICLE XXV - WORK OR BUSINESS INTERRUPTION

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

ARTICLE XXVI - EXCHANGE OF INFORMATION

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

shall be sent to the Provost and the President. The failure to copy the AAUP Executive Director on all communications shall not be grievable.

ARTICLE XXVII - FACULTY RESIGNATIONS

1. A faculty member may terminate his/her appointment or reappointment effective the end of the academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but not later than May 15th or thirty (30) days after receiving notification of the terms of his/her reappointment for the coming academic year, whichever occurs later.
2. A faculty member may properly request a waiver of notice required as stated in Section 1 of this Article in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. In these circumstances, a request for waiver may be granted.
3. In the event that a faculty member fails to fulfill his/her employment agreement during a teaching semester he/she will be considered as an adjunct teacher from the beginning of the semester in which this occurs as far as payroll is concerned and his/her salary shall be adjusted accordingly.

ARTICLE XXVIII - SEPARABILITY

1. In the event any provision of this Agreement, in whole or in part, is declared illegal, void, or invalid by any court of competent jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Reversal of court decisions shall restore any item(s) deleted by lower court decisions.
2. The signing of this agreement does not waive any of the legal rights granted the Institute and the AAUP under county, state and federal laws.

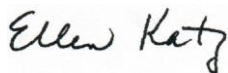
ARTICLE XXIX – DURATION OF AGREEMENT

This Agreement shall be effective September 1, 2022, in all its terms and conditions and shall continue in full force and effect until August 31, 2027, and shall be automatically renewed thereafter for further periods of one year unless either party notifies the other, in writing, by certified mail at least sixty (60) days prior to the expiration of this Agreement or any subsequent annual anniversary date, of its desire 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:



Jerry Balentine
Provost and Executive Vice President

BY:



Stanley Silverman
President,
Old Westbury Chapter

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

	Out-of-Network Plan		Premier Plan		High Deductible Plan with Health Savings Acct.		High Deductible Plan with Health Reimbursement Acct.	
	Employee Contr. 25% for 2023, 26% for 2024, and 27.7% for 2025 and thereafter		Employee Contr. 18% for 2023, 19% for 2024, and 20% for 2025 and thereafter		Employee Contribution 5% for 2023, 6% for 2024, and 7.5% for 2025 and thereafter		Employee Contribution 5% for 2023, 6% for 2024, and 7.5% for 2025 and thereafter	
Plan Components	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
PCP Copay	\$30	60% after deductible	\$30	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Specialist Copay	\$40	60% after deductible	\$40	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Urgent Care Visit	\$35	60% after deductible	\$35	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Deductible	\$300/\$600*	\$1,200/\$2,500*	\$300/\$600	No Coverage	\$2,000/\$4,000***	\$4,000/\$8,000***	\$2,000/\$4,000*	\$4,000/\$8,000*
Out of Pocket Max – Medical	\$3,000/6,000**	\$5,000/10,000**	\$3,000/\$6,000*	No Coverage	\$4,000/\$8,000**	\$7,000/\$14,000**	\$4,000/\$8,000**	\$7,000/\$14,000**
Coinsurance Amount	80%	60%	80%	No Coverage	80%	60%	80%	60%
Emergency Room Copay	80% after \$100 copay		80% after \$100 copay		80% after deductible		80% after deductible	
In-Patient Hospital	80% after \$250 copay	60% after deductible	80% after \$250 copay	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Out-Patient Hospital	80% after deductible	60% after deductible	80% after deductible	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Vision Benefit	Included	Included	Included	No Coverage	Included	Included	Included	Included
Lifetime Maximum	Unlimited		Unlimited	N/A	Unlimited		Unlimited	
Retail Prescriptions								
Generic	\$15	60% after deductible	\$15	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Brand	\$40	60% after deductible	\$40	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Non-Preferred Brand	\$55	60% after deductible	\$55	No Coverage	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Mail Order Prescriptions								
Generic	\$30	No Coverage	\$30	No Coverage	80% after deductible	No Coverage	80% after deductible	No Coverage
Brand	\$80	No Coverage	\$80	No Coverage	80% after deductible	No Coverage	80% after deductible	No Coverage
Non-Preferred Brand	\$110	No Coverage	\$110	No Coverage	80% after deductible	No Coverage	80% 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	
	2023 Monthly Employee Contribution	2023 Monthly Employee Contribution	2023 Monthly Employee Contribution	NYIT Annual Contribution to Health Saving Account	2023 Monthly Employee Contribution	NYIT Annual Contribution to Health Reimbursement Account.
Employee Only	\$290.14	\$189.12	\$49.06	\$750	\$49.06	\$750
Employee & 1 Dependent	\$580.28	\$378.24	\$98.11	\$1,500	\$98.11	\$1500
Employee & Family	\$942.96	\$614.65	\$159.44	\$2,400	\$159.44	\$2400

* 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:

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

Additional information:

1. 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"
2. 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 2020

Approved by the Academic Senate December 2020

The Student Grade Appeal Procedure described below shall take effect in the Fall 2020 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:

- 1) It was a direct result of arbitrary and capricious conduct on the part of the instructor.
- 2) *[Effective Spring 2021 semester]* A finding of discrimination or discriminatory harassment on the basis of a legally protected classification (as the term is defined by Federal Law, New York State Law, or the Administrative Code of the City of New York) by the instructor in connection with the grade, following a claim filed by the student in accordance with New York Institute of Technology policies. In the event that the claim is still pending, the grade appeal committee will wait to hear the appeal until the investigation is completed and a finding has been made. Furthermore, in the event that the appeal is pending the completion of an investigation, the grade appeal timeline for the resolution of the appeal will be extended until the investigation's findings are communicated to the Grade Appeals Committee.
- 3) The grade was incorrectly calculated.
- 4) A clerical error occurred in recording the grade.
- 5) 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.

- 6) 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

Given the demands of the professional phase for some majors in the School of Health Professions, the grade appeals process follows a shorter timeline. These students should review their specific [Grade Appeals Procedure](#).

For all other majors, the Grade Appeals Procedure is as follows:

- 1) A student may file a formal challenge to a grade on any of the grounds set forth in subsections (1. through 6.) of Section 1 above.
- 2) The student must present positive, detailed and specific evidence in support of his/her claim.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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)

3. 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.

4. 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.

5. 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.

6. 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.

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

Other than as specified above, 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

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