

# MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is made this \_\_\_\_ day of March 2018, by and between New Jersey Institute of Technology (**NJIT**) and the United Council of Academics at NJIT, Adjunct Instructor Bargaining Unit (**UCAN Adjuncts**), the Parties to this Agreement.

**Whereas**, the UCAN Adjuncts and NJIT are Parties to a collective bargaining agreement dated July 1, 2017 through June 30, 2019, (the "Contract");

**Whereas**, prior to ratification of the new Contract, individual written adjunct contracts were signed by UCAN Adjuncts and processed by NJIT for the Spring 2018 semester, and some of these contracts factored in load credit multipliers for certain courses and/or courses to paid by the contact hour;

**Whereas**, as part of the newly ratified Contract, the Parties agreed upon a new compensation program for UCAN Adjuncts that eliminated the use of load credit multipliers and based compensation increases on the credit hour rate;

**Whereas**, the Parties agree to the following non-precedential adjustments to the compensation program for the term of the Contract to ensure that the UCAN Adjuncts are not negatively impacted by the recent ratification of the new Contract:

**Now, therefore the Parties agree as follows:**

1. The above Whereas clauses are hereby incorporated into this agreement in their entirety.
2. For individual written adjunct contracts that include courses assigned a load credit multiplier (LCM):

In the Spring 2018 semester, each adjunct will receive either the compensation agreed upon in his/her individual written adjunct contract for each course with a load credit multiplier, or the compensation in accordance with the parameters set in Article XVI of the Contract whichever is greater.

3. For individual written adjunct contracts that include courses currently paid by the contact hour:

In the Spring 2018 semester, each adjunct will receive the compensation agreed upon in his/her individual written contract for each course paid by the contact hour based on the pre-Contract rate. An adjunct may also receive a one-time \$300 bonus if his/her adjusted pre-Contract credit hour rate (calculated by multiplying the contact hours by the contact hour rate, then dividing that amount by the number of credits) is above the Contract minimum of \$1,500 per credit hour.

4. The following paragraphs in Article XVI(A) in the Contract shall be modified as follows:

*"For Adjuncts in the College of Architecture and Design, effective Fall 2018, the minimum per credit rate for an adjunct instructor shall be \$1550. Adjunct instructors at or above \$1550 per credit hour prior to July 1, 2018 and who hold an appointment for Fall 2018 and/or Spring 2019 shall receive an increase to base rate of two percent (2%). Such increase shall not apply to a first-semester adjunct.*

## MEMORANDUM OF AGREEMENT

*For the Adjuncts in the other colleges, for the Fall 2018 semester and the duration of this Agreement only, the minimum per contact hour rate for an adjunct instructor shall be \$1550. Adjunct instructors at or above \$1550 per contact hour prior to July 1, 2018 and who hold an appointment for Fall 2018 and/or Spring 2019 shall receive an increase to base rate of two percent (2%). Such increase shall not apply to a first-semester adjunct.” (Emphasis added).*

5. The following sentence in Article XX(J) shall be amended as follows, “NJIT will provide *TA or grader support* for course sections with more than *forty-five (45) students.*” (Emphasis added).
6. This Agreement is made on a non-precedential basis, and shall not be used by the parties as a binding practice or precedent in any future proceedings other than proceedings to enforce the terms of this Agreement.
7. This Agreement and the Contract together constitute the entire agreement between the Parties. This Agreement may not be modified except by a fully executed written instrument and any modification shall be limited to express terms identified as modified. In the event there is a discrepancy between this Agreement and the Contract, this Agreement will prevail.

Executed this \_\_\_ of March 2018

### For New Jersey Institute of Technology

---

Chitra Iyer, Vice President  
Human Resources

### For United Council of Academics at NJIT, Adjunct Instructor Bargaining Unit (UCAN Adjuncts):



---

Nikola Bosnjak  
President, UCAN/AAUP-AFT