

This **MEMORANDUM OF AGREEMENT** is made this 15th day of March 2021, by and between New Jersey Institute of Technology (NJIT) and the United Council of Academics NJIT, Rutgers Council of AAUP Chapters, AAUP-AFT AFL-CIO ("UCAN GSRE"), the Parties to this Agreement.

Whereas, the UCAN GSRE and NJIT are Parties to a collective negotiations agreement dated July 1, 2017 through June 30, 2019, (the "Contract") setting forth terms and conditions for certain employees that was extended through June 30, 2020 by a Memorandum of Agreement dated June 11, 2020;

Whereas, the Parties are in the process of negotiating the successor collective negotiations agreement, and said negotiations are not yet complete;

Whereas, the Parties agree that another one-year extension of the existing Contract is in the best interests of the parties, to enhance amicable labor relations and to further ongoing good-faith negotiations with respect to the terms and conditions for subsequent contract years,

Therefore, the Parties agree as follows:

1. The provisions of the expired July 1 2017- June 30, 2019 Contract, with the term July 1, 2017 to June 30, 2019, shall be re-certified to and incorporated as a July 1, 2017 to June 30, 2021 Contract. Except as expressly addressed in this memorandum of agreement, the terms and conditions contained in the July 1, 2017 - June 30, 2019 agreement remain unchanged. The parties agree to the following changes:
2. Graduate Student Research Assistant ("RA") Fees: For the academic year 2020-2021, all TAs and RAs enrolled at NJIT at the time of the execution of this MOA will be reimbursed for the university fee, international student fee and the Graduate Student Association fee paid, or have unpaid fees waived.
3. Resolution of RA University Fee Reimbursements: This resolution completely and fully resolves any and all issues that could have been brought by the named individuals or any other member of the UCAN GSRE unit during or before the Contract dates with regard to university fee reimbursements, and all other claims that could have been raised with regard to past university fee reimbursements before or during the prior Contract period have been forever waived.
4. Salary Program and Compensation: The existing stipend and salary minimums for Research Employees and Graduate Student Employees shall remain unchanged for AY 2021 and no salary/stipend increases will be paid in Fiscal Year 2021. However, should NJIT finances improve to an extent that would enable the university to implement salary increases for Fiscal Year 2021 for other NJIT collective bargaining units that agreed to salary freezes and givebacks, then UCAN GSRE reserves the right to request a reopening of this agreement for the sole purpose of discussing possible salary increases for the period of January 1, 2021 through June 30, 2021.
5. Eligible UCAN GSRE members will receive aforementioned reimbursements in Section 3 within thirty (30) days of execution of this Agreement. Only eligible members in active employment as of this date will receive the adjustments provided herein.
6. It is expressly understood and agreed that this memorandum of agreement and the contractual enhancements set forth in Paragraphs (2) through (4) above, resolve and cover all issues that could have been negotiated between the parties for the contractual term for FY 2021 (July 1, 2020 to June 30, 2021) and there shall be no further amendments.

All negotiated changes to the existing contract, as amended by this Agreement, regarding a successor agreement shall only be applied to years beginning on July 1, 2021 and thereafter, with no retroactive application prior to that date.

7. 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.

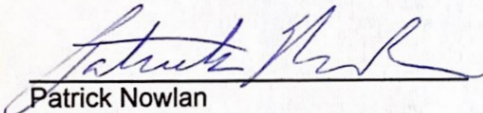
Executed this 15th day of March, 2021

For New Jersey Institute of Technology



Dale McLeod
Vice President of Human Resources

For UCAN GSRE



Patrick Nowlan
Executive Director