

# RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN NJIT AND THE PSA/AAUP

Today, February 6, 2024, the New Jersey Institute of Technology and the Professional Staff Association Inc./AAUP CERTIFY the Ratification of the 2023-2027 Tentative Collective Negotiations Agreement. The terms of the Agreement are now part of the Collective Negotiations Agreement and the Parties agree to work towards creating a Consolidated Agreement that will be published as soon as it becomes available.

***Signatories:***

***For New Jersey Institute  
of Technology:***

***For the Professional Staff Association  
Inc./AAUP:***

*John Pelesko*                      2/6/2024  
\_\_\_\_\_  
***John Pelesko***  
***Provost & Senior Vice  
President for Academic Affairs***

*Amitabha Bose*                      2/6/2024  
\_\_\_\_\_  
***Amitabha Bose***  
***PSA/AAUP President***

# NJIT - PSA/AAUP TENTATIVE AGREEMENT

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# NJIT - PSA/AAUP TENTATIVE AGREEMENT

The following represent the agreed to terms for the 2023-2027 successor Collective Negotiations Agreement between NJIT and the PSA/AAUP subject to final approval by the PSA Governing Board and ratification by the parties.

## 1. New Salary Minimums:

Professional Staff	\$60,000
University Lecturer	\$65,000
Senior University Lecturer	\$75,000
Professor of Practice	\$77,500
Assistant Professor	\$85,000
Associate Professor	\$100,000
Professor	\$120,000
Distinguished Professor	\$140,000

- These salary minimums are effective 07/01/2023.
- Maximum Salary Caps for University Lecturers and Senior University Lecturers are removed.
- For the Professional Staff matrix, on the effective dates listed below in 2A, the maximum salary caps shall increase by 4% on July 1, 2023, by a minimum of 3% on July 1, 2024 and subject to further negotiation, and by a minimum of 2% on each July 1, 2025 and July 1, 2026 and subject to further negotiation. The salary minimums shall increase in each year by the Needs Improvement rate.

## 2. Compensation:

The timeline for salary increases and retroactive payments associated with Fiscal Year 2024 will be no later than 90 days after ratification of the Agreement (Article XVIIIIC).

- A. For each of the cohorts Faculty, Lecturers, Professional Staff, Academic Administrators, Professors of Practice and Research Professors who receive NJIT funding, the salary pooling percentage for each year of the Agreement shall be calculated as follows on June 30<sup>th</sup> of the applicable year of the increase (e.g., for Fiscal Year 2024 salary pooling will be calculated on June 30, 2023):
- i. Fiscal Year 2024, effective July 1, 2023: 4%
  - ii. Fiscal Year 2025, effective July 1, 2024: 4%
  - iii. Fiscal Year 2026, effective July 1, 2025: 4%
  - iv. Fiscal Year 2027, effective July 1, 2026: 4%

Below, Fiscal Year 2024 is referred to as Year 1, Fiscal Year 2025 to Year 2, Fiscal Year 2026 to Year 3, and Fiscal Year 2027 to Year 4.

B. One-time increase to salary base: After any relevant adjustment due to the new salary minima is applied, an increase to the base salary shall be applied for the following bands effective July 1, 2023:

- i. \$60,000-\$75,000: Add \$2,680 to base salary
- ii. \$75,001-\$75,500: New salary is \$77,700
- iii. \$75,501-\$76,750: New salary is \$78,000
- iv. \$75,751-\$76,500: New salary is \$78,250
- v. \$76,501-\$76,750: New salary is \$78,350
- vi. \$76,751-\$77,250: New salary is \$78,500
- vii. \$77,251-\$77,750: New salary is \$78,750
- viii. \$77,751-\$78,999: New salary is \$79,000

See point J. below for the sequencing of 1<sup>st</sup> year salary increases.

C. Faculty Salary increase Program

Unless otherwise specified the term “Department” refers also to the Martin Tuchman School of Management (MTSM) and the School of Applied Engineering & Technology. For MTSM the term “Department Chairperson” refers to the Associate Dean with Faculty Rank.

i. Years 1 and 2:

All salary increases shall be distributed as no less than 85% Across the Board (ATB) in equal dollar amounts and no more than 15% Discretionary in dollar amounts to eligible faculty members as determined below:

- 1. On June 30 (2023 and 2024), calculate the total annual salaries of all University faculty who are on the roster to form the Salary Pool (S).
- 2. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2024 and 2025 Fiscal Years.
- 3. Determine the number N of faculty who are eligible for an increase, i.e. hired on or before January 1, 2023 (2024 respectively) and not on a terminal year contract.
- 4. Distribute to each eligible faculty member no less than  $0.85 * S_p / N$  dollars in ATB increases.
- 5. For allocation of the Discretionary awards, distribute no more than 15% of the salary increase pool to each Department proportionate to the number of eligible faculty in that Department (i.e., distribute to each department no more than  $0.15 * S_p / N$  per eligible faculty member in that Department).
- 6. Discretionary awards will be determined by the Provost upon receiving recommendations from the Department Chairperson and College Dean. Discretionary awards shall be used to adjust anomalies, inequities and to reward performance not sufficiently recognized. It must be aligned with their employment expectations and achievements. A written rationale must be supplied to each Department faculty member and the PSA.

ii. Years 3 and 4:

All salary increases shall be distributed as follows:

1. On June 30 (2025 and 2026), calculate the total annual salaries of all University faculty who are on the roster to form the Salary Pool (S).
  2. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2026 and 2027 Fiscal Years.
  3. Determine the number N of faculty who are eligible for an increase, i.e. hired on or before January 1, 2025 (2026 respectively) and not on a terminal year contract.
  4. Distribute to each Department  $S_p / N$  dollars per eligible faculty to form the Department Salary Increase Pool (DSIP). For example, a unit with 12 eligible faculty would receive  $12 * S_p / N$  and a unit with 23 eligible faculty would receive  $23 * S_p / N$
  5. Within each Department, the DSIP will be divided into dollar amounts based on the following distribution breakdown: No less than 35% will be Across the Board (ATB), 50% will be Department determined Merit based and no more than 15% will be Discretionary. The ATB portion shall be distributed in equal dollar amounts per eligible faculty, i.e. the per dollar ATB increase per faculty member is no less than  $(0.35) * S_p / N$ . 50% of the DSIP would be allocated to the Department Merit Pool (DMP) to be distributed in dollar amounts (as described in point iii) and the remainder would be allocated to Discretionary pool to be distributed in dollar amounts.
  6. A written rationale must be supplied to each faculty for all Department based merit awards, and, upon request, made available in anonymized form to Department faculty.
  7. Discretionary awards will be determined by the Provost upon receiving recommendations from the Department Chairperson and College Dean. Discretionary awards shall be used to adjust anomalies, inequities, to reward performance not sufficiently recognized or to address issues outside of the purview of the Department Merit Committee. It must be aligned with their employment expectations and achievements. A written rationale must be supplied to each Department faculty member and the PSA.
- iii. The Department-based Merit system is as follows:
1. By April 15, 2024, based on the NJIT P&T formatted CV template, each Department determines by vote of all its T/TT faculty who are PSA unit members a merit rubric with a score ranging from 0 to 20 points, that allocates 50% of the total score to Scholarship, 25% to Teaching and 25% to Service. Details of the point allocations within each category are in the purview of the Department (i.e., the T/TT faculty in that Department who are PSA unit members). By May 1, 2024, the Dean must either approve the rubric or have negotiated acceptable changes with the Department. If an agreement is reached, then it shall remain in effect for the duration of the Agreement unless a Department and Dean agree on a new rubric for the subsequent Fiscal Year. If no agreement can be reached

then all Merit-based funding will be converted to ATB. The Discretionary amount remains at no more than 15%.

2. Each Department with at least 10 T/TT faculty members will annually elect a Merit Committee from among its Department faculty consisting of at least three but no more than five tenured members. Only PSA unit members are eligible to serve on the Merit Committee. A committee of three (four or five) members must consist of at least one (two) Associate Professor(s) and one (two) Professor(s). A Department Chairperson (or Associate Dean with Faculty Rank in MTSM) cannot serve on the committee. All T/TT faculty members who are PSA unit members are eligible to vote. The committee will review the submissions of the NJIT formatted CV and an up to a two-page Summary, aligned with NJIT CV categories, provided by each faculty member who wishes to be considered for merit and determine a merit score from 0 to 20 for each faculty member. The Committee will provide a written rationale to each faculty for their decisions. The Committee cannot rank itself; the Department Chairperson (or Associate Dean with Faculty Rank in MTSM) will make the point determination for members of the Merit Committee using the same agreed upon rubric and methodology used for all T/TT faculty and will provide the written rationale for the decisions. Associated dollar step increases are determined using the formula provided in point 4 below.
3. In Departments with less than 10 T/TT faculty members, the Merit Committee shall consist of one elected Associate Professor and one elected Professor from within the department and one tenured faculty member from a different Department chosen by the Department members. These committee members must be PSA unit members.
4. Let  $T$  equal the total dollar amount available to a department in its DMP. The merit pool is distributed based on increases that can be determined as follows. Let  $b$  be the dollar amount of a base increase. Each department devises a rubric of at least 3 categories (Scholarship, Teaching and Service). Assign 10 points to Scholarship and 5 points each to Teaching and Service. In each category, the merit committee can assign a score from 0 to the maximum of that category. The scores for the members of the merit committee are assigned by the Department Chairperson (or Associate Dean with Faculty Rank in MTSM). Thus, the total number of points an individual can receive is a whole number between 0 and 20. Divide this into four different point buckets, 1-5, 6-10, 11-15 and 16-20. Let  $N_1$  be the number of faculty with a total of 1-5 points,  $N_2$  the number of faculty with a total of 6-10 points,  $N_3$  the number of faculty with a total of 11-15 points and  $N_4$  the number of faculty with a total of 16-20 points. Dollar amounts of merit are distributed based on  $b$  and the multipliers 1,  $4/3$ ,  $5/3$  and 2 for each of the four possible buckets. The dollar value  $b$  of a base increase adheres to the following formula.

$$b = \frac{T}{N_1 + \frac{4}{3} * N_2 + \frac{5}{3} * N_3 + 2 * N_4}$$

Each faculty with a total score of 1-5 points receives  $b$  dollars from the DMP, 6-10 points receives  $(4/3)*b$  dollars from the DMP, 11-15 points receives  $(5/3)*b$  dollars from the DMP and 16-20 points receives  $2*b$  dollars from the DMP. The above is a default for the number of categories. A department can have more categories and may choose how to weight the value of categories in a heterogeneous manner provided that: the total allocation to Scholarship must be 10 points, to Teaching must be 5 points and to Service must be 5 points, thereby maintaining the total number of possible points at 20; the number of buckets must be four as listed above; and the multipliers must remain the same as above. It is the department's responsibility to come to consensus and implement an agreed upon system.

- iv. The period for Merit review will be the Fiscal Year, July 1 to June 30. New faculty hires will be judged in their first year, depending on their date of hire, from September 1 or January 1 until June 30.
- v. The Timeline for Salary Increases for Year 1, FY 2024 Distribution retroactive to July 1, 2023 covering the Evaluation Period September 1, 2022 to August 31, 2023 shall be no later than 90 days after ratification (Article XVIIIIC). Department Chairs (Associate Dean with Faculty Rank in MTSM) will use existing submissions from Faculty Annual Summary for their Discretionary recommendations. The PSA has 10 days to review prior to implementation.
- vi. The Timeline for Salary Increases for Year 2, FY 2025 Distribution, July 1, 2024 covering the September 1, 2023 to June 30, 2024 Evaluation Period is as follows: By May 15th, the Administration (Provost's Office) must notify the Faculty of the requirement to submit their 2-page summary of activities to their Chairperson (Associate Dean with Faculty Rank in MTSM). Pooling Values will be calculated on June 30 and values and calculations will be provided to the PSA. Faculty who wish to be considered for Discretionary Awards shall submit to their Chairperson (Associate Dean with Faculty Rank in MTSM) no later than July 1, 2024 an up to 2-page summary of activities covering the time span September 1, 2023 to July 1, 2024. Faculty who do not submit their summary by July 1 are, by default, not eligible for Discretionary consideration. By July 25, 2024, the Provost shall have received Discretionary recommendations from Deans and finalized Discretionary awards. The PSA shall receive the preliminary distribution including written rationale on or before July 25, 2024. The PSA shall review and provide feedback on or before August 1, 2024. Salary increases should go into effect in the first pay of the 2024-2025 Academic Year (end date of August 17, 2024).

- vii. The Timeline for Salary Increases for Year 3, FY 2026 Distribution retroactive to July 1, 2025 and Year 4, FY 2027 Distribution retroactive to July 1, 2026 covering the annual July 1 to June 30 Evaluation Periods.
1. By August 1, the Administration (Provost's Office) must notify the Faculty of the requirement to submit their NJIT CV and 2-page summary of activities to their Chairperson (Associate Dean with Faculty Rank in MTSM) on or before the first Friday in September in order to be eligible for Merit and Discretionary consideration.
  2. By the first Friday in September, faculty must submit their NJIT CV and 2-page summary of activities for the year in review to their Chairperson (Associate Dean with Faculty Rank in MTSM) in order to be eligible for Merit and Discretionary consideration. Faculty who do not submit their CV and summary by the first Friday in September are, by default, not eligible for Merit or Discretionary consideration.
  3. By October 1, the Department Merit Committee provides its preliminary score to each faculty member along with the written rationale. A copy is also provided to the Department Chairperson.
  4. By October 1, the Department Chair sends their merit score determination for members of the Merit Committee to those individuals with written rationale.
  5. By October 8, the faculty member may submit to the Merit Committee (or Chairperson for those who are members of the Merit Committee) a written request for review based only on the specific appeal categories listed in Article X 8.g of the 2019-2023 Agreement and as written in E.i below.
  6. By October 15, the Merit Committee sends the merit scores to the Chairperson who transmits it to the Dean.
  7. By October 15, the Department Chair sends Discretionary recommendations to the Dean. Faculty must also submit their written appeal to the Dean by this date.
  8. By October 31, the Dean has completed all appeal decisions, sends their discretionary recommendation and transmits the merit scores to the Provost. The Provost finalizes discretionary awards and, if the 1+1 Committee is deadlocked, decides on any appeals.
  9. By November 1, the PSA receives preliminary distribution including written rationale and provides initial feedback on or before November 8.
  10. Salary increases and retroactive payment shall be made no later than the second full pay period of November of each applicable year.
  11. The anonymized data with rationale used to determine merit/discretionary together with the specific breakdown of raises based on category (ATB, Merit, Discretionary) will be provided to each Chairperson/Associate Dean with Faculty Rank in MTSM no later than December 1. This data should include the original submission made by the Department to the Dean as well as the ultimate distribution as finalized by the Provost. Faculty can review



the anonymized data with their Chairperson/Associate Dean with Faculty Rank in MTSM.

D. University Lecturers and Senior University Lecturers Salary Increase Program:

Unless otherwise specified the term “Department” refers also to the Martin Tuchman School of Management (MTSM) and the School of Applied Engineering & Technology. For MTSM the term “Department Chairperson” refers to the Associate Dean with Faculty Rank.

- i. Years 1 and 2: All salary increases shall be distributed as no less than 85% Across the Board (ATB) in equal dollar amounts and no more than 15% Discretionary in dollar amounts to eligible lecturer members as determined below:
  1. On June 30 (2023 and 2024), calculate the total annual salaries of all University and Senior University lecturers who are on the roster to form the Salary Pool (S).
  2. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2024 and 2025 Fiscal Years.
  3. Determine the number N of lecturers who are eligible for an increase, i.e. hired on or before January 1, 2023 (2024 respectively) and not given notice of non-renewal.
  4. Distribute to each eligible lecturer no less than  $0.85 * S_p / N$  dollars in ATB increases.
  5. For allocation of the Discretionary awards, distribute no more than 15% of the salary increase pool to each Department proportionate to the number of eligible lecturers in that Department (i.e., distribute to each department no more than  $0.15 * S_p / N$  per eligible lecturer in that Department).
  6. Discretionary awards will be determined by the Provost upon receiving recommendations from the Department Chairperson and College Dean. Discretionary awards shall be used to adjust anomalies, inequities, and to reward performance not sufficiently recognized but must be aligned with their employment expectations and achievements. A written rationale must be supplied to each Department lecturer and the PSA.
- ii. Years 3 and 4: All salary increases shall be distributed as follows:
  1. On June 30 (2025 and 2026), calculate the total annual salaries of all University and Senior University lecturers to form the Salary Pool (S).
  2. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2026 and 2027 Fiscal Years.
  3. Determine the number N of lecturers who are eligible for an increase, i.e. hired on or before January 1, 2025 (2026 respectively) and not given notice of non-renewal.
  4. Distribute to each department  $S_p / N$  dollars per eligible lecturer to form the Department Salary Increase Pool (DSIP). For example, a

unit with 12 eligible lecturers would receive  $12 * S_p / N$  and a unit with 23 eligible lecturers would receive  $23 * S_p / N$ .

5. Within each Department, the DSIP will be divided into dollar amounts based on the following distribution breakdown: No less than 35% will be Across the Board (ATB), 50% will be Department determined Merit based and no more than 15% will be Discretionary. The ATB portion shall be distributed in equal dollar amounts per eligible lecturer, i.e. the per dollar ATB increase per lecturer is no less than  $(0.35) * S_p / N$ . 50% of the DSIP would be allocated to the Department Merit Pool (DMP) to be distributed in dollar amounts (as described in point iii) and the remainder would be allocated to Discretionary pool to be distributed in dollar amounts.
  6. A written rationale must be supplied to each lecturer for all Department based merit awards, and, upon request, made available in anonymized form to Department lecturers.
  7. Discretionary awards will be determined by the Provost upon receiving recommendations from the Department Chairperson and College Dean. Discretionary awards shall be used to either adjust anomalies in the Department-based award or to address issues outside of the purview of the Department Merit Committee but must still be aligned with their employment expectations and achievements. A written rationale must be supplied to each Department lecturer and the PSA.
- iii. The Department-based merit system is as follows:
1. By April 15, 2024, based on the NJIT P&T formatted CV template, each Department determines by vote of all its lecturers who are PSA unit members a merit rubric with a score ranging from 0 to 20 points, that allocates 75% of the total score to Teaching, 15% to Service and 10% to Scholarship. Details of the point allocations within each category are in the purview of the Department (i.e., the lecturers in that Department who are PSA unit members). By May 1, 2024, the Dean must either approve the rubric or have negotiated acceptable changes with the Department. If an agreement is reached, then it shall remain in effect for the duration of the agreement unless a Department and Dean agree on a new rubric for the subsequent Fiscal Year. If no agreement can be reached then all Merit-based funding will be converted to ATB. The Discretionary amount remains at no more than 15%.
  2. Each Department with at least 10 lecturers will annually elect a Merit Committee from among its lecturers consisting of at least three but no more than five lecturer members. Only PSA unit members are eligible to serve on the Merit Committee. A committee of three (four or five) members must consist of at least one (two) University Lecturers(s) and one (two) Senior University Lecturers (s). A Department Chairperson (or Associate Dean with Faculty Rank in MTSM) cannot serve on the committee. All lecturers who are PSA unit members are eligible to vote. The committee will review the submissions of the NJIT formatted CV and an up to a

two-page Summary, aligned with NJIT CV categories, provided by each lecturer who wishes to be considered for merit and determine a merit score from 0 to 20 for each lecturer member. The Committee will provide a written rationale to each lecturer for their decisions. The Committee cannot rank itself; the Department Chairperson (or Associate Dean with Faculty Rank in MTSM) will make the point determination for members of the Merit Committee using the same agreed upon rubric and methodology used for all lecturers and will provide the written rationale for the decisions. Associated dollar step increases are determined using the formula provided in point 4 below.

3. In Departments with less than 10 lecturers, the Merit Committee shall be the Committee on Lecturers. These committee members must be PSA unit members.
4. Let  $T$  equal the total dollar amount available to a department in its DMP. The merit pool is distributed based on increases that can be determined as follows. Let  $b$  be the dollar amount of a base increase. Each department devises a rubric of at least 3 categories (Teaching, Service and Scholarship). Assign 15 points to teaching, 3 points to service and 2 points to scholarship. In each category, the merit committee can assign a score from 0 to the maximum of that category. The scores for the members of the merit committee are assigned by the Department Chairperson (or Associate Dean with Faculty Rank in MTSM). Thus, the total number of points an individual can receive is a whole number between 0 and 20. Divide this into four different point buckets, 1-5, 6-10, 11-15 and 16-20. Let  $N_1$  be the number of lecturers with a total of 1-5 points,  $N_2$  the number of faculty with a total of 6-10 points,  $N_3$  the number of lecturers with a total of 11-15 points and  $N_4$  the number of lecturers with a total of 16-20 points. Dollar amounts of merit are distributed based on  $b$  and the multipliers 1,  $4/3$ ,  $5/3$  and 2 for each of the four possible buckets. The dollar value  $b$  of a base increase adheres to the following formula.

$$b = \frac{T}{N_1 + \frac{4}{3} * N_2 + \frac{5}{3} * N_3 + 2 * N_4}$$

Each lecturer with a total score of 1-5 points receives  $b$  dollars from the DMP, 6-10 points receives  $(4/3)*b$  dollars from the DMP, 11-15 points receives  $(5/3)*b$  dollars from the DMP and 16-20 points receives  $2*b$  dollars from the DMP. The above is a default for the number of categories. A department can have more categories and may choose how to weight the value of categories in a heterogeneous manner provided that: the total allocation to Teaching must be 15 points, to Service must be 3 points and to Scholarship must be 2 points, thereby maintaining the total number of possible points at 20; the number of buckets must be four as

listed above; and the multipliers must remain the same as above. It is the department's responsibility to come to consensus and implement an agreed upon system.

- iv. The period for Merit review will be the Fiscal Year, July 1 to June 30. New lecturer hires will be judged in their first year, depending on their date of hire, from September 1 or January 1 until June 30.
- v. The Timeline for salary increases shall be the same as for Faculty as listed in C.v-vii.

#### E. Appeals

- i. Individual faculty/lecturer may appeal their merit score determination on the following grounds which are the same as in Article X. B. 8g for Faculty and Article XI. 7g for Lecturers of the 2019-2023 Agreement:
  - a. A material violation of the Merit Procedure which impacts the award, and/or;
  - b. A material factual inconsistency with the record which impacts the award, and/or;
  - c. A merit award that is not in accord with the established criteria.

A faculty/lecturer who believes they have grounds for an appeal, must provide, in writing the basis for their appeal and also explain for cases a. and b. above why they believe a reevaluation of their score can potentially place them in higher merit category, e.g. an overall score changing from 9 to 11.

- ii. Written appeals will be sent initially to the Merit Committee that initially determined that faculty/lecturer member's merit score for review. The Merit Committee will review the submission, and has authority to issue a revised merit score. If after this review, and resulting changes if any, the faculty/lecturer member continues to believe there are grounds for an appeal based on i(a-c), they may submit a written appeal to the Dean of the College with a copy to the PSA. The PSA will name a member of its Governing Board to form a 1+1 committee with the Dean to review all merit appeals. In addition to reviewing the written appeal, the 1+1 committee shall provide the faculty/lecturer with the opportunity to orally present their case for up to 30 minutes either in person or virtually. Additional time may be granted at the discretion of the committee. Decisions of the 1+1 committee are binding. Should the 1+1 committee be deadlocked, the Provost, or the Provost's designee, will make the final binding decision. Any decisions resulting in a placement to a higher merit category will result in recalculation of the department distribution.

#### F. Professional Staff Salary Increase Program:

##### Staff Evaluation process

- i. Amend Article IX C as follows: Each Professional Staff Member's supervisor must annually complete a written evaluation and provide a copy to the employee. This must be completed by:
  - 1. September 1, 2023 for the Evaluation period July 1, 2022 to June 30, 2023;

2. by September 1, 2024 for the Evaluation period July 1, 2023 to June 30, 2024;
  3. by April 1, 2025 for the Evaluation period July 1, 2024 to March 31, 2025;
  4. by April 1, 2026 for the Evaluation period April 1, 2025 to March 31, 2026.
- ii. In Appendix A, change the Overall Rating category of “Does Not Meet Job Requirements” to “Needs Improvement”.
1. Each year of the compensation package shall be calculated and distributed as follows:
    - a. Calculate the total June 30 annual salaries of all Professional Staff who are on the roster to form the Salary Pool (S).
    - b. Calculate the Professional Staff Increase Pool  $S_p = 0.04 * S$  for each year of the Agreement.
    - c. Salary increases will be distributed using a method of alternating fixed percentage and dollar-based raises.
      - i. Year 1, Fiscal Year 2024’s increases will be calculated as a percentage of each eligible Professional Staff employee’s base salary and added to their base salary.
      - ii. Year 2, Fiscal Year 2025’s increases will be distributed as fixed dollar amounts added to the base salaries of eligible Professional Staff.
      - iii. Year 3, Fiscal Year 2026’s increases will be calculated as a percentage of each eligible Professional Staff employee’s base salary and added to their base salary.
      - iv. Year 4, Fiscal Year 2027’s increases will be distributed as fixed dollar amounts added to the base salaries of eligible Professional Staff.
    - d. For salary increases that exceed the salary maximum for that range, the excess shall be made as a one-time payment not to base.
    - e. The formulae for either percentage-based increases (point f) or dollar-based increases (point g) are below where the Exceptional multiplier is 1.3 and the Needs Improvement multiplier is 0.5.
    - f. In years where the increases will be distributed as percentage of base salaries the following formula will be used:
 

Let  $T_I$  = total annual salaries of those eligible staff who are designated “Needs Improvement”,  $T_M$  = total salaries of those eligible staff who are designated “Meets Requirements” and  $T_E$  = the total salaries of those eligible staff who are designated “Exceptional”. Let  $p_m$  = the percentage increase for those who are in the “Meets Requirement” designation.

$$p_m = \frac{S_p}{0.5 * T_I + T_M + 1.3 * T_E}$$

Those who are in the Meets Requirement designation receive an annual percentage increase to their base salary of  $p_m$  percent. Those who are in the Needs Improvement designation receive an annual percentage increase to their base salary of  $0.5 * p_m$  percent. Those who are in the Exceptional Designation receive an annual percentage increase to their base salary of  $1.3 * p_m$  percent.

- g. In years where the increases will be distributed as fixed dollar amounts added to the base salaries of eligible Professional Staff, the following formula will be used:

Let  $N_I$  = total number of eligible staff who are designated “Needs Improvement”,  $N_M$  = total number of eligible staff who are designated “Meets Requirements” and  $N_E$  = the total number of eligible staff who are designated “Exceptional”. Let  $b_m$  = the base dollar increase for those who are in the “Meets Requirement” designation. Then

$$b_m = \frac{S_p}{0.5 * N_I + N_M + 1.3 * N_E}$$

Those who are in the Meets Requirement designation receive an annual dollar increase of  $b_m$  dollars to their base salary. Those who are in the Needs Improvement designation receive an annual dollar increase of  $0.5 * b_m$  dollars to their base salary. Those who are in the Exceptional Designation receive an annual dollar increase of  $1.3 * b_m$  dollars to their base salary.

2. Change the Does Not Meets Category to Needs Improvement.
3. Retain the current cap of no more than 20% per VP area who can be designated “Exceptional”. Round up to the higher whole number in each VP area.
4. Maintain a cap of no more than 4% of Professional Staff who can receive a “Needs Improvement” evaluation for purposes of compensation awards. It is understood that nothing herein shall interfere with managerial prerogatives with respect to evaluation for purposes other than compensation. Management shall retain its prerogative concerning evaluations for other purposes, including the application of progressive discipline, subject to any other constraints provided for under the Agreement. Commencing July 1, 2024, in order to place a Professional Staff in this category, the supervisor must have had at least one mid-year performance discussion no later than January 1, 2025 properly documented with the employee. Commencing July 1, 2025, in order to place a Professional Staff in this category, the supervisor must have had at least one mid-year performance discussion no later than November 1 of each year properly documented with the employee.
5. Professional Staff employees can appeal their rating based on the current language of Article IX O1 except as amended here: The first line of Article IX O1 is replaced by: Any Professional Staff Member given a Needs Improvement designation for any given year of the Agreement may file an appeal. The following sentence is added to the end of the Article: If there are any distributions appeals that are found to be successful after the annual salary

increases are implemented, the money will come 50% from the subsequent year's PSA pool and 50% from the University.

6. Annual Staff Evaluations must be completed by the dates set forth in amended Article IX C.
7. Commencing July 1, 2025, those designated as "Exceptional" must be notified on or before July 1 of each year.
8. The timeline for salary increases and retroactive payments will be no later than 90 days after ratification of the Agreement (Article XVIII C). In Year 2, salary increases and retroactive payments will be made according to the timetable in the 2019-2023 Agreement. In Years 3 and 4 all salary increases will go into effect on July 1. There will be no need for retroactive payments in Years 3 and 4.

G. Academic Administrators Salary Increase Program

1. On June 30 of each year, calculate the total annual salaries of all Academic Administrators (AA) to form the Salary Increase Pool (S). In addition to their faculty salary, the salary pool will include all NJIT provided compensation attributable to their role as Academic Administrators.
  - i. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for all years of the Agreement.
  - ii. Academic Administrators (AA) submit up to a 2-page summary of their activities to the relevant Dean.
  - iii. The Dean rates the AA with a score of 1, 2 or 3 (with 1 being the lowest rating).
  - iv. The Dean provides the rating and a written rationale to the AA for review. Should the AA have grounds for an appeal (Article X C 5b), the appeal must be submitted in writing to the Provost within 10 days.
  - v. The Dean submits the ratings to the Provost for final approval. The Provost will accept the Dean's rating except if there is an appeal and in which case the Provost may or may not change the rating. The decisions of the Provost are final and binding.
  - vi. Let  $S_p$  = the total salary increase pool available to eligible AAs. Eligibility remains as defined in the 2019-2023 Agreement. Let  $N_i$  = the number of AAs with score of  $i=1,2, \text{ or } 3$ . Let  $b$  = the base dollar increase for AAs with score  $N_1$ ,  $1.1 * b$  = the base dollar increase for AAs with score  $N_2$  and  $1.2 * b$  = the base dollar increase for AAs with score  $N_3$ . The value for  $b$  satisfies:

$$b = \frac{S_p}{N_1 + 1.1 * N_2 + 1.2 * N_3}$$

AAs with a score of 1 receive an increase to their base salary of  $b$  dollars. AAs with a score of 2 receive an increase to their base salary of  $1.1 * b$  dollars and AAs with a score of 3 receive an increase to their base salary of  $1.2 * b$  dollars.

- vii. The timeline for the AA Salary Increase program shall be as for the Faculty listed in C.v-vii.
2. The merit appeal process for Academic Administrators shall remain unchanged from the 2019-2023 Agreement.

H. Professors of Practice Salary Increases shall be all percentage based at 4% per year. Year 1 adjustments and retroactive pay shall be completed no later than 90 days after ratification. Increases for Years 2-4 shall be enacted on July 1 of each Fiscal Year. For Research Professors, the applicable portion based on the percentage of NJIT supplied funding shall be similarly applied.

I. For both Faculty and Lecturers, the following applies:

In Years 1 and 2:

a. Those on sabbatical, Active Service Modified Duty or paid leave will be treated as all other faculty and receive an increase based on the 85/15 ATB/Discretionary split.

In Years 3 and 4:

a. Those on sabbatical for one-semester will participate in the Salary Increase Program. For the merit portion of the program, Teaching and Service scores are up to half of the year-long maximum of 5 points, respectively. Those on a two-semester sabbatical will participate in the Salary Increase Program. For the merit portion of the program, an individual cannot receive any points for Teaching and can only receive points for Service if they participated in Department or University service during their sabbatical.

b. Those on Active Service Modified Duty will participate in the Salary Increase Program. Their teaching and service scores for the merit portion will be based on the semester in which they were not on Active Service Modified Duty.

c. Those on paid leave of less than a full year will participate in the Salary Increase Program. If the paid leave is for a full year, they will receive only the ATB portion as their increase, i.e. they will not receive a merit or discretionary award.

J. Sequence of salary increases in Year 1

For Faculty and Lecturers.

1. Take a snapshot of the roster/salary as of 6/30/2023, which is used to calculate the Salary Increase pools.
2. If applicable, new Salary minimum listed in point A above is applied. For employees for whom promotion occurred at the start of the 2023-2024 Academic Year, the new Salary minimum is that of the promoted rank.
3. If salary remains below \$79,000, the one-time increase given in point B above shall be added to the base salary.
4. If applicable, promotional Increase computed on 6/30 salary is added to the total in point 3.
5. Annual increases for those who are eligible are computed from 06/30 salary per cohort (Faculty or Lecturer) and is added to total in point 4, yielding the new annual salary effective retroactively to 07/01/2023
6. Applicable Retroactive Payments are made.

For Professional Staff

1. Take a snapshot of the roster/salary as of 6/30/2023, which is used to calculate the Salary Increase pool. After this date, if an employee has received a change in their salary due to promotion or any other reason, note the current salary at



date of ratification. Note the promotion date at which the change in compensation occurred. Compute the Differential in Compensation = difference in salary at ratification with that of 6/30

2. If applicable, new Salary minimum listed in point A above is applied.
3. If salary remains below \$79,000, the one-time increase to base salary as listed in point B above shall be added to the total in point 2.
4. Annual increase for those who are eligible is computed from 06/30 salary and is added to total in point 3 yielding the annual salary effective retroactively to 07/01/2023
5. Add in any Differential in Compensation from point 1 above to salary in point 4 to compute new annual salary effective from the promotion date.
6. Applicable Retroactive Payments are made.

#### K. PSA Adjunct Rates:

Any PSA unit member who teaches in an PSA-represented adjunct capacity (i.e., instructional staff members who teach as adjuncts) shall be compensated at the following per contact hour rate:

1. Beginning Fall 2023 \$2442.
2. Beginning Spring 2024 \$2515
3. Beginning Fall 2024 \$2785
4. Beginning Fall 2025 \$3084
5. Beginning Fall 2026, according to the top tiered UCAN rates that will be negotiated.

### 3. Promotional Increase

#### X.D. Faculty Promotion Policy

Effective July 1, 2023, upon the effective date of a promotion, a Faculty member shall receive an increase to their base salary of no less than ten percent (10%). Promotional adjustment shall be applied prior to the annual adjustment to base salary, effective at the same time.

*University Lecturer/Sr. University Lecturer Provision:*

#### XI.B.3. Promotional Increase:

Effective July 1, 2023 and upon the effective date of a promotion, University Lecturers shall be entitled to a promotional increase of no less than ten percent (10%) upon promotion to Senior University Lecturer, in addition to any other salary increase to which they would be otherwise entitled. Promotional adjustment shall be applied prior annual adjustment to base salary, effective at the same time.

### 4. Salary Inequity

See "Other Changes" at end of document before Exhibit A.

## 5. Timely Notice of Employment Actions

NJIT is required to provide the Association with timely notice of any and all actions affecting the employment status of individual unit members including, but not limited to documents associated with:

- Unpaid Leave of Absences
- Paid Leaves of Absences
- Tenure Track Period and any terms negotiated with regard to a start up package
- Promotions
- Any change to level of compensation
- Reclassifications
- Terminations
- Hire Letters
- Disciplinary Letters
- Counselings

## 6. Parental Leaves

Include a new section in the Agreement that takes effect upon ratification regarding Parental Leave for Professional Staff and Lecturers (Note Faculty already have the Active Service Modified Duty provision in Article XIII D to cover this situation.)

- A. For PSA Staff who qualify for parental leave under the existing Family Leave policy for up to three months of paid Parental Leave, in order to qualify for catch up payments described below, the employee must apply for the State administered program of up to 12 weeks of paid Parental Leave (if consecutive; it is 11 weeks and one day for leave intermittently taken). State law does not allow the State administered leave benefits to be taken while also drawing salary from the employer. At the end of the Parental Leave period and the return to work, NJIT agrees (upon the employee meeting the requisite qualifications for use of Parental Leave) to make a catch up payment (“topping off”) to be debited on a pro-rated basis from the vacation or personal leave banks available to a qualified PSA Staff member, at their discretion, so that the leave may be 100% paid (to the extent that the pro-rated use of accumulated vacation and personal time is available).
- B. For Lecturers, the University agrees (upon the employee meeting the requisite qualifications for use of Parental Leave) to supplementally fund up to six weeks of time at the level of salary to employees who apply for and receive paid Family Leave benefits through the State administered program. Similar to Staff, those who apply for and receive family leave insurance benefits who return to NJIT employment will receive a catch up payment from University funds upon their return equal to the delta between the total compensation received and their current salary, not to exceed the equivalent of six weeks of salary. Employees on parental leave remain responsible for employee share of health benefits in accordance with existing university policy. For clarity, parental leave (however paid) shall run concurrently with Family Leave entitlements.
- C. There are unique implications for Lecturers, since depending on the birth/adoption/placement, return to work may be in the middle of the semester. To that extent, any Lecturer who exhausts the initial six weeks of Parental Leave before the semester ends may either (1) take the remaining part of the semester off

as paid Parental Leave, receiving up to an additional six weeks of benefits from the State administered program, with any remaining unaccounted time in the semester will be unpaid, or, (2) upon request of the Lecturer, the Chairperson, in consultation with that Lecturer, will develop a work assignment for the remainder of the semester that upholds the general principles of a Lecturer's teaching load and the Lecturer will remain on full paid status for the duration of the semester. Parental Leave enhanced benefits for well childcare must be taken in consecutive blocks of time (not intermittent) due to the nature of Lecturers' work (teaching commitments must be made for a whole semester, and intermittent work is not feasible)

D. Other conditions for Parental Leave:

- i. The employee must have worked one year and have 1250 minimum hours of employment, calculated in the same manner as eligibility is calculated for FMLA.
- ii. Parental leave runs concurrently with Family Leave for "care for others", e.g. up to a maximum of 60 working days;
- iii. To qualify for the enhanced benefit for Lecturers, parental leave must be taken as a consecutive block period of time;
- iv. No more than one such leave every twelve months on a rolling "look back" basis;
- v. One leave per event (i.e. multiple births count for one leave);
- vi. If both parents are NJIT employees, each may avail themselves of this benefit;
- vii. Employees taking leave must be significantly responsible for child care during work hours;
- viii. In no event shall compensation from all sources (including family leave insurance benefits) exceed 100% of base pay for the period of leave.

## 7. Bereavement Leave

Incorporate within Article VIII a new section to include the following:

### BEREAVEMENT LEAVE

1. Immediate family members – PSA unit members will be allotted three (3) paid bereavement days per occurrence to grieve the death and/or attend the funeral of a PSA unit member's immediate family. PSA permanent part-time employees will be eligible for prorated benefits under this policy.
  - a. For the purpose of this policy, immediate family is defined as: spouse, domestic partner, child, parent, parent-in-law, child-in-law, sibling, sibling-in-law, grandparent, grandchild, stepparent, stepsibling, stepchild or those who reside in the same household.
  - b. If additional time is needed, sick, vacation or administrative leave days may be taken and shall not be unreasonably denied.
2. Others - For those that fall outside the above definition of immediate family member, for bereavement leaves, the employee may use sick, vacation, and administrative leave and shall not be unreasonably denied.
3. Requests for unpaid bereavement leave shall made to the supervisor with a copy to the Department of Human Resources ([hr@njit.edu](mailto:hr@njit.edu)) and be granted subject to supervisor approval.

### PROCEDURE

Any eligible employee who wishes to take bereavement leave should notify his or her supervisor immediately. If the employee is granted unpaid time off, the supervisor must notify the Department of Human Resources.

Within a reasonable period of time following the leave, the employee may be required to provide verification of the date of the death or funeral/memorial services and the relationship with the deceased (obituary, funeral program, death certificate, etc.) to the supervisor and/or the Department of Human Resources for the purposes of audit documentation.

## **8. Promotional Pathways**

See "Other Changes" at end of document before Exhibit A

## **9. Staff Remote Work**

Professional Staff may apply for a Remote Work Arrangement (RWA) as follows:

- A. Discussions concerning possible RWAs can be initiated by the Employer or by unit members.
- B. If an employee requests that a RWA be considered, the Employer will give good faith consideration to such an arrangement. The supervisor and the department will work collaboratively to identify how individual employee RWAs can be implemented without negatively affecting the business of the department.
- C. NJIT will grant RWAs when, at its sole discretion, it determines that such an arrangement will allow for the employee's work to be performed without significant detriment to NJIT.
  - a. If NJIT determines that there are good faith reasons for revoking permission for a RWA, or changing its terms, it may do so. In such cases it will provide a minimum of one month's notice unless there are compelling reasons why such notice is not possible. Before a RWA is modified or revoked a collaborative discussion about the basis for the modification or revocation will take place.
  - b. Disputes regarding the existence or terms of a remote work arrangement will be referred by the PSA to a designated representative within the Office of Human Resources to facilitate further discussion, if needed, but the final decision will be up to NJIT.

The categories for Remote Work Arrangements shall be defined as follows:

- 1. Regular and recurring hybrid remote work schedule:
  - a. Each work week consists of set days scheduled remotely, and the remaining days scheduled at the staff member's on-campus work location. This schedule can be fixed or can be modified as needed.
- 2. Flexible
  - a. Remote work days are permitted and can vary on a week to week basis depending on the work demands of the department/division.
- 3. Full time remote work

- a. Remote work is permitted for all normally scheduled work days based on the type of work the employee is performing that is determined to be practical and in the interest of the department.

## **10. Just Cause Anniversary**

Amend Article IX A. 1. to remove “fiscal”. Amend Article IX A. 2. as follows:

Professional Staff members, other than Assistant Coaches assigned full time to a sports team, who have completed their probationary period, plus two (2) subsequent consecutive full years of service, shall attain Just Cause Status. An employee with Just Cause Status shall maintain their employment at NJIT from year to year, and may only be terminated for just cause, except in the case of layoffs, in accordance with the provisions set forth in the Collective Agreement.

## **11. Staff Employment Terms and Conditions**

Amend Article IX A. to incorporate the following:

- i. For Professional Staff who receive a promotion to a new position within the same Vice-Presidential Area, or under the same Academic Dean or Vice Provost, the default will be that no new probationary period is served, unless the requirement of a new probationary period is specified to the existing employee during the interview/review process. If a probationary period is to be served, the reason for requiring such a period will be set forth in writing, and its inclusion of this requirement agreed to by the employee and included as part of the written appointment letter. The terms of the probationary period, if any, shall be no greater than what currently exists in the Agreement.
- ii. For employees with Just Cause status: If a probationary period is included as an agreed upon condition of employment for the position, the employee reattains Just Cause status after the completion of the probationary period.
- iii. For those employees who have not yet attained Just Cause status: Seniority credit towards attaining Just Cause Status is retained.
- iv. If a Professional Staff person with Just Cause Status leaves a PSA-represented position to serve in another non-PSA-represented position at NJIT, and subsequently returns to a PSA-represented staff position, they will serve a probationary period not to exceed 12 months.
- v. In cases ii and iv, the probationary period may be waived at the discretion of management.

## **12. Layoff Procedures**

Amend the 10<sup>th</sup> paragraph of Article IX I.2 as follows:

In addition, a Professional Staff Member who is laid off shall have a right to apply for and be considered for placement in vacant Negotiations Unit positions for which they are qualified, if they request such consideration within a reasonable time following their layoff. In placing a Professional Staff Member displaced on account of a layoff, preference will be given to placements into vacant positions for which they are qualified over placement into positions occupied by an incumbent unit member.

### **13. Professional Staff Professional Development**

Include within Article IX “Professional Development” and include the following:

NJIT seeks to support the professional development of PSA Staff. NJIT promotes professional development activities specifically related to professional development needs of PSA Staff in connection with and related to their professional activities at NJIT. Staff can apply for this funding by submitting a written application to their Supervisor. Professional Development funds will be distributed at the discretion of the area vice president, college dean, or chair to promote the professional development of PSA Staff. PSA Staff shall typically be notified within fourteen (14) calendar days of the approval or disapproval of their request. If funds are denied, a reason shall be provided in writing to the PSA Staff and PSA upon request.

Professional Development includes:

1. Conferences, workshops and trainings, including costs related to registration, travel, and room and board and any other reasonable expenses.
2. Online conferences, workshops, trainings, and certificate programs.

### **14. Lecturer Sabbatical**

University Lecturers and Senior University Lecturers shall be eligible for sabbatical either one semester at full pay or two semesters at 80% pay subject to the Process and Guidelines in Exhibit A. Generally, no more than six (6) full year sabbaticals or their equivalent (i.e. twelve semesters) will be granted in any one Academic Year.

### **15. Lecturer Multi-Year Contracts**

Amend as below:

Article XI.A.5:

All Lecturers who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. With the exception of those employees newly hired to the University who have not completed an initial probationary period, employees serving a new or continuing probationary period in a position to which they are anticipated to be permanently appointed shall be entitled to placement upon the appropriate salary matrix. Thereafter, they shall, during the term of the one (1) or multi-year, employer determined Contractual appointment, be employed on a contractual term basis as follows:

- a. Following the end of the probationary period through the next five (5) consecutive, full academic, years (fall and spring) of annual or multiyear contractual appointment, Lecturers shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s). Lecturers who have completed three full academic years (fall and spring), following the end of their probationary period, shall be appointed to terms of not less than two (2) years.

b. Lecturers with at least five (5), consecutive, full academic years (Fall and Spring) years of non-probationary, contractual appointment, will be expressly afforded a “Contractual Expectation Interest” in renewal of contractual appointment.

Article XI.A.6:

Contractual Expectation Interest shall be defined, for purposes of this provision only, as the right to reappointment in accordance with this provision, absent an Employer expressed and documented rational basis for non-reappointment, based upon substandard performance or misconduct, noticed in writing to the Lecturer no later than April 1<sup>st</sup> during the final academic year of their appointment.

Article XV.I Time Standards for Written Notice of Non-Reappointment

1. Non-tenure track academic personnel will be defined as personnel whose regular, continuing position responsibilities include teaching at least six (6) contact hours per semester.

2. Not later than April 1<sup>st</sup> of the last year of their contractual appointment non-tenure track academic personnel shall be notified of non-reappointment following completion of their contractual term. This provision will not apply to Visiting Professors during their first contractual appointment. This change goes into effect for the 2024-2025 Academic Year. Article XV I.3 remains in effect during the 2023-2024 Academic Year.

## **16. Lecturer Professional Development**

Include the following within Article XII. B.:

NJIT seeks to integrate more fully the lecturer population into the university community. To attain that objective, NJIT supports professional development programs for University Lecturers and Senior University Lecturers. NJIT promotes professional development activities specifically related to pedagogic and related professional development needs of University Lecturers and Senior University Lecturers instructors in connection with and related to their professional activities at NJIT. Professional Development funds will be distributed, subject to availability, at the discretion of the college dean or chair to promote the professional development of University Lecturers and/or Senior University Lecturers. Lecturers can apply for this funding by submitting a written application of at most 3 pages to their Department Chairperson (or Associate Dean with Faculty rank in MTSM). University Lecturers and Senior University Lecturers shall typically be notified within fourteen (14) calendar days of the approval or disapproval of their request. If funds are denied, a reason shall be provided in writing to the University Lecturer and/or Senior University Lecturer and PSA upon request. Professional Development includes:

1. Conferences, workshops and trainings, including costs related to registration, travel, and room and board and any other reasonable expenses.
2. Online conferences, workshops, trainings, and certificate programs.

## **17. Faculty Travel and Research Funds**

Include within Article X a new section G with name: Faculty Travel and Research Funds

NJIT seeks to provide greater financial resources to its Faculty to maintain and enhance the R1 status of the University. These resources are meant to support the individual research and scholarly efforts of its faculty in all of its myriad forms. Research and Travel funds will be distributed, subject to availability, at the discretion of the College Dean or Department Chair. Faculty can apply for this funding by submitting a written application of at most 3 pages to their Department Chairperson (or Associate Dean with Faculty rank in MTSM). Faculty shall typically be notified within fourteen (14) calendar days of the approval or disapproval of their request. If funds are denied, a reason shall be provided in writing to the faculty member and PSA upon request. Research and Travel support includes:

- a. Funds that can be used, for example, to buy small equipment such as computer parts or upgrades, books, software or research material for their projects.
- b. Funds to pay for publication costs.
- c. Funds for conferences, workshops, meetings with grant agencies and trainings, including costs related to registration, travel, and room and board and any other reasonable expenses.

Additionally, on occasion, faculty find themselves between external funding cycles. These are faculty who are heavily research engaged and are actively seeking and applying for external funding. Providing them with Bridge Funding support to continue their research programs during a gap period is an important and essential way that the University recognizes will help keep them engaged in the research enterprise. Bridge funds are intended for essential needs to run a research program, such as purchasing laboratory supplies, maintenance costs and supporting research technicians. Faculty can submit a written application for Bridge Funding of at most three pages if:

- a. They currently do not hold external funding but did so within the last 2 years;
- b. They have applied for external funding within that time frame;
- c. They have received at most one prior allocation of bridge funds within that time frame.

Faculty members who do not meet these eligibility criteria should apply for existing Faculty Seed Grant funding. Bridge funds will be distributed, subject to availability, at the discretion of the Senior Vice Provost for Research, College Dean or Department Chair to promote the professional development of the Faculty. Faculty shall typically be notified within fourteen (14) calendar days of the approval or disapproval of their request. If funds are denied, a reason shall be provided in writing to the Faculty member and PSA upon request.

## **18. Faculty Teaching Load**

Amend Article X F Faculty Teaching Load as follows with effective date of July 1, 2024:

### **X. F. Faculty Teaching Load**

1. The 1993 Faculty Load Agreement, attached as Appendix F, shall remain in effect, as modified below.
2. Faculty other than those in HCAD: The normal teaching load assignment per semester for tenured and tenure track Faculty will be nine (9) contact hours per semester. If a Faculty Member is assigned a load of greater than nine (9) contact hours, the reasons



for such a teaching assignment beyond the normative load will be provided to such Faculty Member in writing and shared with the PSA in the spring semester prior to the beginning of the following academic year in which the greater than 9 contact hour assignment is anticipated, for discussion as appropriate with the Chair or Dean. Faculty who are primarily only teaching may be expected to teach up to 12 contact hours per semester.

3. Faculty with primary appointments in HCAD:
  - a. The normal teaching load assignment for Faculty who do not teach a studio course during the academic year will be nine (9) contact hours per semester.
  - b. The normal teaching load assignment for Faculty who teach one (1) studio course during the academic year will be one (1) studio class and up to three (3) additional classes per year providing the total does not exceed eighteen (18) contact hours per academic year.
  - c. If a studio course meets for twelve (12) contact hours, then the normal teaching load assignment for Faculty will be (1) studio class of twelve (12) contact hours and up to two additional classes per year providing the total does not exceed eighteen (18) contact hours per academic year.
  - d. If a faculty member elects to teach two (2) studio courses during the academic year their normal load will be two (2) studio classes and up to two (2) additional classes per year providing the total does not exceed twenty-four (24) contact hours per academic year.
  - e. Faculty who are primarily only teaching may have a teaching load assignment of either:
    - i. If they are not teaching a studio during the academic year, then up to twelve (12) contact hours per semester.
    - ii. If they are teaching studio classes, then up to fifteen (15) contact hours per semester.

## 19. Lecturer Teaching Load

Amend Article XII A Course Load as follows with effective date of July 1, 2024:

### XII. A. COURSE LOAD

1. Lecturers other than HCAD: The nominal load for Lecturers is twelve (12) credits up to twelve (12) contact hours per semester.
2. HCAD Lecturers who do not teach Studio: The nominal load is twelve (12) credits up to twelve (12) contact hours per semester.
3. HCAD Lecturers who teach Studio: The nominal load for a Lecturer in HCAD who teaches studio is one (1) studio plus two (2) classes that are three (3) credits per semester but cannot exceed sixteen (16) contact hours.
4. For all Lecturers: Assignments in lieu of course load may include formal student advisement, assignments, course/curriculum development, coordination, and department or college administration. The teaching load shall not normally be fewer than nine (9) contact hours.

## 20. Timelines – Grievances/Appeals

Amend Article VI.D

5. Days

For purposes of timely filing and advancement of grievances only, days shall refer to calendar days, excluding all university holidays and recesses (including but not limited to winter and summer recess) and all federal holidays when the U.S. Postal Service suspends regular delivery.

## **21. APRC Change**

Amend Article VI.C.2.c.i:

The APRC shall be constituted and serve on a case-by-case basis. Subject to c.iii. below the APRC shall be comprised of four (4) university employees, two (2) selected by the Association and two (2) selected by the Employer. Selection may come only from among those faculty at the rank of Professor and Distinguished Professor. Additionally, neither the Provost, the University President, the Association President, the Association Grievance Chair nor any prior step hearing officer may serve as a member of the APRC. APRC members cannot hold a primary or secondary appointment in the Department of the grievant.

NJIT and the PSA shall ensure that all APRC members serving shall have completed appropriate training.

## **22. Anniversary Date Clarification**

Revise IX. L as:

Anniversary Date

Professional Staff members' anniversary date, for purposes of annually tied compensation adjustments, shall correspond with the university's fiscal year (July 1st to June 30th). In any given fiscal year, Professional Staff members hired in their first year of Association represented employment commencing on or after July 1st and on or before January 1st shall receive anniversary based compensation adjustments beginning the following July 1st. Professional Staff members commencing Association represented employment on or after January 2<sup>nd</sup> and on or before June 30th shall receive anniversary based compensation adjustments beginning with the start of the fiscal year immediately succeeding the following July 1<sup>st</sup> following the completion of one year of employment.

## **23. Active Service Modified Duty**

Revise Article VIII D 1 as follows:

### **1. Eligibility:**

Following the adoption or birth of a new child, if the primary caregiver is an NJIT tenured or tenure-track faculty member, the faculty member has the option of using the Active-Service Modified-Duties Policy. Under this process, the Faculty member is relieved of University service assignments and scheduled teaching (e.g., classroom) responsibilities for up to only one semester, without reduction in pay and with continuation of all rights and benefits of regular employment, as follows:

## **24. Professional Staff Release Time**

Amend Article V F as follows:

F. Whenever any representative of the Association is scheduled to participate during working hours in negotiations, grievance procedures, investigatory meetings, Labor Management meetings or similar matters, they shall suffer no loss in pay nor be expected to compensate in any other way for time spent in carrying out such responsibilities. However, both parties shall make reasonable efforts to avoid scheduling in such a manner as to interfere with the meeting of scheduled classes, or at times when the employee is needed on a time-sensitive basis to fulfill essential work functions.

Amend Article XVIII. E.3. as follows:

In addition to any other release time provided for under the Agreement, the Association shall be entitled to six (6) Administrative Leave days per year for allocation to Professional Staff members to fulfill PSA responsibilities, and to attend conferences and/or educational seminars. Utilization is subject to prior request of, and approval from, the relevant bargaining unit member's supervisor, which will not be unreasonably denied. The Association is entitled to an additional twelve (12) days per year, for allocation to Professional Staff members for their PSA/NJIT service. This time shall be assigned by the PSA to its Professional Staff as Administrative Leave days. Utilization is subject to prior request of, and approval from, the relevant bargaining unit member's supervisor, and it will not be unreasonably denied. These days are not cumulative year to year.

## **25. Release Time PSA Vice-Presidents**

Add to Article XVIII E.1.:

The Vice President for Faculty and Lecturers shall be entitled to three (3) credit hours of release per Fiscal year. The Vice President for Professional Staff shall be entitled to six (6) Administrative days of Release time per Fiscal year. These entitlements shall be in addition to any other days to which the PSA and/or the individuals serving in these positions are entitled.

## **26. Meal Reimbursements**

Amend Article IX K as follows:

### **K. Meal Reimbursement**

When a Professional Staff member of the bargaining unit is unexpectedly required or previously scheduled to remain a minimum of two and one-half (2 ½) hours beyond a regular Professional Staff business day unique to the Professional Staff position in issue, upon providing a receipt for purchase of food stuffs, other than alcoholic beverages, for the day in issue, NJIT shall reimburse the Professional Staff member the cost, up to a maximum of the GSA Per Diem rate for the City of Newark, NJ. Notwithstanding the foregoing, a Professional Staff member is not eligible for this reimbursement if they are working from home or worked these additional hours performing duties where a meal was provided and they had a reasonable opportunity to eat that meal.

## **27. Tuition Remission**

The [current NJIT Tuition Remission policy](#) will replace the prior tuition remission benefits policy contained in the 2019-2023 PSA Agreement.

## 28. University Closure

In the event of an emergency University closure, employees with an existing remote work arrangement may be expected to work on time sensitive matters with an allowance of reasonable time to also tend to personal matters that are a result of that emergency. Employees who do not have a remote work arrangement already in place, will not be required or expected to work. If the emergency extends beyond two (2) consecutive workdays, remote work can be expected and the university will take the necessary steps within reason to ensure employees who previously didn't have a remote work arrangement, have the equipment and resources necessary to perform their job remotely.

## 29. Anti-Discrimination Clause

A. Article XIIC shall be amended as follows: All references to employees in this Agreement are meant to be independent of gender identification.

B. Article XIID shall be amended as follows: There shall be no employment discrimination or harassment by the University or the Association against any member of the negotiations unit on any grounds prohibited by the New Jersey Law Against Discrimination ("NJLAD") including race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital/civil union status, religion, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service and mental or physical disability (including perceived disability, and AIDS and HIV status). as well as any other protected categories enumerated under the NJLAD that may be added from time to time.

## 30. Sick Leave

Amend Article VIIIA.1 to:

### 1. Accrual:

- a. New employees shall earn one (1) working day or seven (7) hours per calendar month to the end of the fiscal year. Thereafter, employees employed on a 12-month basis shall earn 1.25 working days or 8.75 hours or which is equivalent to fifteen (15) working days (105 hours) per full fiscal year thereafter. Employees with annual appointments of less than 12 months shall earn and be entitled to prorated, sick leave annual benefits. For example, Instructional Staff members (Faculty and Lecturers) with 10 month appointments, shall earn sick time during the ten (10) months when they are normally on payroll, which is equivalent to 12.5 days of sick leave (87.5 hours) per full fiscal year.
- b. All unused sick leave may be accrued with no maximum limit, except for Faculty (see 1c below),
- c. On each July 1, Faculty may carry-over no more than 2310 hours of sick leave accrual. Faculty who at the time of ratification have an excess of 2310 hours, will not lose that time, which they will retain indefinitely, but also will not accrue

additional time, until and unless their sick leave bank drops below 2310 hours. Any Faculty member who has exhausted their sick leave shall be entitled to return to their current position at any time they are medically cleared and willing to return to work for a period of no less than one year from the last date that they used their last paid leave day.

Delete Article VIIIA.2.C Relabel existing Articles VIIIA.2. D, E and F to C, D and E.

### **31. Summer Schedule**

Amend Article IX B as follows:

#### **B. Hours of Work**

1. The general business hours of university operations are Monday through Friday, from 8:30 a.m. to 4:30 p.m.
2. Summer Work Period
  1. To the extent possible, Professional Staff members during the "Summer Work Period" receive release from regular reporting each Friday as set by the department or division head. The department or division head will be instructed to give as much notice as possible, to the Professional Staff member, if there can be no release day on any given Friday. In such cases NJIT will make every reasonable effort to schedule an alternate day on which the affected employee will not have to report. It is understood that NJIT will continue to require essential services to be available on Fridays during the Summer Work Period, and this may require that some members with duties performing those services may be required to work at the reasonable discretion of the department or division head. Upon request, NJIT shall provide the PSA a list of essential personnel in the bargaining unit that may fall under this category
  2. The Summer Work Period shall commence on the first Monday in May following Commencement, but no later than the third Monday of May through the third Friday in August. The regular hours of operation during the period when the Summer Schedule is in effect will be 8:30 a.m. to 5:00 p.m, four days per week and the standard time allotted for lunch will still apply. Mutually advantageous flex-time and remote work arrangement schedules can also be considered and may be implemented as well if agreed to by NJIT and the affected employee.
    1. During holiday weeks, members will report to work from 9:00 a.m. to 4:00 p.m., except for the day celebrated as a holiday. Any time taken during this period will only reduce leave banks by 7 hours per day.
    2. Employees with appointments at less than 100% Full Time Equivalent (FTE), shall be entitled to a prorated summer schedule. For example, an employee at 80% FTE would work four, six-hour days per week.
  3. It is understood that each department/division must remain open on Fridays during this period if, and to the extent that, they support

essential services. Both the employee and the department or division head shall use their best efforts to reach a collaborative decision about who may be required to work on Fridays during the Summer Work hours. If no agreement is reached, and multiple PSA employees are affected, the PSA employee with the least seniority in the department and/or division shall be required to work on Fridays, unless the efficacy of the university operations requires the presence of a more senior employee. The efficacy of university operations must be considered the first priority, and it is understood that, if only some members in a department or division are required to work on a Friday, to ensure that essential services are available, then the involuntary assignments contemplated herein shall be rotated to the extent possible.

4. Any issues arising from the implementation of the summer schedule as outlined above that cannot be resolved at the department or division level shall be referred to the Department of Human Resources for review by the parties hereto.
  5. Professional Staff who utilize vacation or sick leave will have their leave banks charged with 8.75 hours per day during the Summer Work Period, except for full or half-day vacation or sick days utilized during the recognized holiday weeks, which shall be charged as a 7 hour day or 3.5 hours for one-half day. Any administrative days taken during the summer hours will also only be charged as a 7 hour day or 3.5 hours for one-half day.
2. For the purpose of university accounting, employees with exempt status under Fair Labor Standards Act are paid based on a 35 hour week. A full day of leave time used shall be debited as 7 hours and a half day of leave time used shall be debited as 3.5 hours. For the Summer work period during which a four day work week is in effect, a full day of leave time used shall be debited as 8.75 hours and a half day of leave time used shall be debited as 4.375 hours. The use of hours for university accounting purposes is not intended by NJIT to affect the exempt status of an employee or position under the Fair Labor Standards Act.

## **32. Assistant Coaches**

Article IX (Professional Staff) (A) shall be modified as follows:

1. Notwithstanding Article IX(A)(2), above, Assistant Coaches for the sports listed below shall be subject to a probationary period of not more than one (1) year, beginning on their date of hire, and ending on the last day of the Contract Year for their applicable sport that occurs during their first year of employment. Following the end of the probationary period, Assistant Coaches for the sports listed below shall maintain just cause protection during their renewable, contractual term appointments, of no less than one-year, but shall maintain no employment rights beyond the expiration of the term(s). Assistant Coaches shall be given thirty (30) days' notice of non-renewal of their contracts, and, in such case where such notice is not practical, may be given less than said thirty (30) days' notice, but the Assistant Coach shall continue to be paid for thirty (30) days. The contractual start

and end dates for Assistant Coaches shall vary by sport season according to the following chart:

<b>Sport Season</b>	<b>Fall</b>	<b>Winter</b>	<b>Spring</b>
<b>Contract Year</b>	<b>February 1 to January 31</b>	<b>May 1 to April 30</b>	<b>July 1 to June 30</b>
	Men's Soccer	Men's Basketball	Baseball
	Women's Soccer	Women's Basketball	Men's Track
	Women's Volleyball	Men's Swim & Dive	Women's Track
		Men's Fencing	Men's Volleyball
		Women's Fencing	Men's Lacrosse
			Men's Tennis
			Women's Tennis

2. Assistant Coaches who already have Just Cause Status keep it.
3. Minimum 30-day notification for non-renewal, with last day on Payroll being the first workday of the next calendar month.
4. For those Assistant coaches who have been employed for one full year following their initial contract and whose contract is not renewed by the University, NJIT pays 100% of COBRA costs for the first month after health insurance would otherwise terminate should the Assistant coach choose to utilize COBRA. For those Assistant coaches who have been employed for two or more full years following their initial contract that are not renewed by NJIT, NJIT pays 100% of COBRA costs for the first two months after health insurance would otherwise terminate should the Assistant coach choose to utilize COBRA.
5. Assistant Coaches who have been employed for one full year following their initial contract and whose contract is not renewed by the University will receive a one-time cash payout of one month equal to one-twelfth of their last annual salary. Assistant coaches who have been employed for two or more full years following their initial contract and whose contract is not renewed by the university will receive a one-time cash payout equal to one-sixth of their last annual salary.
6. Assistant Coaches receive cash awards for the milestones achieved individually (a.) or by their particular sports team, as listed below. Additional cash awards can be provided with approval of HR and subsequent notification to the PSA.
  - a. Assistant Coach receives a "Coaching Staff of the Year" Award - \$500.
  - b. NJIT wins America East or primary Conference Championships - \$500
  - c. NJIT qualifies for NCAA or other post-season national tournaments - \$500
  - d. NJIT wins a NCAA or post-season national tournament game - \$250/game
  - e. NJIT wins the NCAA or post-seasonal national tournament - \$1,000

### **33. Delayed Payroll**

See "Other Changes" below.

### **34. Intellectual Property**

Amend the NJIT Patent Policy and the Copyright Policy as shown in Exhibits B and C respectively and each will be attached to the Agreement as appendices.

### **35. Other Changes**

1. Amend the Timeline for Promotion in Appendix G of the 2019-2023 NJIT-PSA-AAUP Agreement as follows:

#### TIMELINE FOR PROMOTION

Submission of dossier to the Committee on Lecturers: October 1<sup>st</sup>

Forwarding of recommendations of the Committee on Lecturers to the Department Chair: November 1st

All remaining items remain the same.

2. In Appendix J 6 change “lectures” to “utilized”.
3. Revise Article XVIII B to include the following:

In addition, the parties agree to continue negotiating in good faith over the following issues. This list is not intended to act as a waiver of the PSA's right to demand negotiations over other changes in policy and/or other issues that involve mandatory subjects of negotiation under New Jersey law.

1. The parties agree to discuss the possibility of, and the mechanics associated with, implementing a delayed payroll system at a time when implementation of such a system is feasible.
2. The parties agree that the Salary Increase Program eligibility date for new Professional Staff hires for Fiscal years 2026 onward are subject to further negotiations to address concerns of the PSA and the Administration.
3. **Development of Promotional Pathways:** To ensure that promotional pathways exist for all Professional Staff positions the PSA and NJIT agree to the following:
  - A. NJIT will work, with input from the PSA, to expeditiously identify and/or create, when necessary, promotional pathways/ladders for all current and future Professional Staff titles.
    - iii. These pathways/ladders may include a progression between titles and/or progressions within an existing title (e.g., Administrator I, II and III). The parties recognize the imperative nature of this task and commit to dedicating necessary resources to making this possible.
    - iv. Once created, pathways/ladders applicable to any given position(s) will be publicly posted on NJIT's Human Resources website.
    - v. Job descriptions will be reviewed and updated (if needed) at least every 3 years or when positions become vacant.

The review and updating of job descriptions may result in positions being reclassified and compared to external market data to support range change and salary adjustment, commensurate with significant changes to job responsibilities, scope, and impact. Either NJIT or the employee may initiate a request for reclassification review.
  - B. The University and PSA will continue negotiations to establish the timely implementation of the provisions detailed above.



**4. Development of Methodology to identify Salary Inequities:**

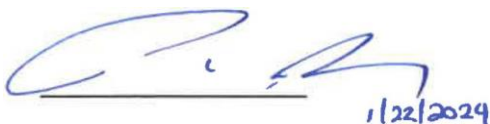
NJIT and the PSA are committed to the identification and remediation of potential salary inequities at the university. Accordingly, they commit themselves to working collaboratively to develop a process for identifying and addressing such inequities, both on a case-by-case basis and systemically.

To identify and address or mitigate potential salary inequity issues, NJIT and the PSA will create a joint committee to work on the development of:

- A methodology for identifying systemic salary inequities.
  - A process for reviewing and remediating individual cases of inequity.
  - A mechanism for annual review or as needed for both of the above.
1. The parties will work to develop a methodology to identify whether there are systemic salary inequity problems within the PSA.
    - a. Develop and implement a method for annually reviewing all salary data to identify possible cases of inequity requiring further review and evaluation.
    - b. These methods should include salary evaluations within job titles/ranks for faculty and lecturers. Similarly, for professional staff an evaluation should be done across job titles and ranges across NJIT.
    - c. The method adopted should consider job responsibilities, years of experience, level of education and/or professional credentials, job performance, and other factors that are relevant and allowable that are attributable to compensation, and ensure that factors that are irrelevant and not allowable (e.g., sex, race, national origin, religion, etc.) as determinants of compensation, have not affected, inadvertently or otherwise, prior salary determinations.
  2. The parties will work to develop a procedure through which salary equity adjustments can be requested. It is agreed, however, that the adopted procedure should endeavor to identify inequities even in the absence of individual requests for review.

**SIGNATORIES:**

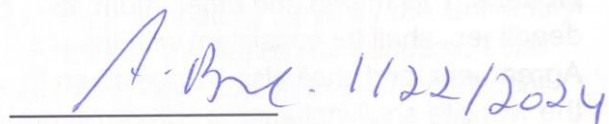
For NJIT:



1/22/2024

John Pelesko  
Provost & Senior Vice  
President for Academic Affairs

For the Professional Staff Association  
Inc./AAUP:



1/22/2024

Amitabha Bose  
PSA/AAUP President

## **Exhibit A – Lecturer Sabbatical Process**

### **Lecturer Sabbatical Leave**

NJIT's sabbatical leave policy exists to enhance the professional development of Lecturers (which collectively refers to University Lecturers and Senior University Lecturers) by relieving them of their teaching responsibilities and other non-teaching duties for a semester or an academic year.

### **Eligibility**

To be eligible for a sabbatical leave, a Lecturer must have served a minimum of six continuous years on the NJIT Lecturers. No Lecturer shall have more than one sabbatical leave within any even-year period.

### **Terms**

#### **Duration, Salary, and Benefits**

A sabbatical leave may be granted for an academic year at 80% of salary or for a semester with full pay, with all rights and benefits of regular employment continuing in either option.

#### **Commitment to Return after a Sabbatical Leave**

The acceptance of a sabbatical leave obligates the recipient to serve as a Lecturer for at least one year following the completion of a two-semester sabbatical leave or for at least one semester following the completion of a one-semester sabbatical leave, or else to reimburse the University for all salary paid during the sabbatical leave. Exceptions to this policy sought by Lecturers require a formal waiver granted by the President on the recommendation of the Provost.

### **The Application Process**

#### **Provost's Memo, Timeline, and Criteria**

In a memo to the Lecturers in early September, the Provost shall distribute the requirements for sabbatical leave applications and list the deadlines for all steps in the process. This memo and other information on the sabbatical procedure, including relevant deadlines, shall be consistent with the policy articulated in 2023-2027 NJIT-PSA Agreement, and shall also be posted on the Provost's website. The documents posted on the website shall include the criteria for granting sabbatical leaves, which can be amended with the approval of the Provost and the PSA.

#### **Submission of Applications by Lecturers**

Eligible Lecturers applying for a sabbatical leave shall submit to their Department Chairpersons by the appointed deadline an electronic application consisting of all the

documents identified in the Guidelines for Sabbatical Leave Applications on the Provost's website. Changes to the Guidelines for Sabbatical Leave Applications must be approved by the PSA and the Provost.

### **Review and Recommendation by Department Chairpersons and Deans**

Department Chairpersons shall review the applications for sabbatical leave from Lecturers in their Departments and shall transmit electronically to the Dean those that they approve by the appointed deadline, along with their recommendation letters (with copies to the appropriate applicants). Each recommendation letter should include a statement on the value of the applicant's sabbatical leave plan for the applicant's career, as well as a statement on the impact of the recommended sabbatical leave on the normal functioning of the Department. By the appointed deadline, the Dean shall transmit electronically all applications to the Chairperson of the University Committee on Lecturer Sabbaticals, along with the recommendations of the Department Chairpersons and the Dean. The Dean shall send a copy of his/her recommendation letter to the Department Chairperson and the applicant.

### **Opportunity for Lecturers to Update Applications**

By the appointed deadline, applicants for a sabbatical leave may submit to the University Committee on Lecturer Sabbaticals (with copies to their Department Chairperson and Dean) an additional statement that contains relevant new information supporting the application.

### **Review and Recommendation by the University Committee on Lecturer Sabbaticals**

The University Committee on Lecturer Sabbaticals consists of five (5) Lecturers, one from each Academic College/MTSM, appointed by the Provost to serve for fixed terms. After receiving and rigorously reviewing all sabbatical leave applications, and after duly considering the recommendations from Department Chairpersons and Deans, the committee shall, by the appointed deadline, (1) provide the Provost with a list that ranks and categorizes all the applications as Highly Recommended, Recommended, or Not Recommended, and (2) provide each applicant with the committee's decision on his/her application accompanied by a written explanation (with copies to the appropriate Department Chairperson and Dean).

### **Right of Appeal to the University Committee on Lecturer Sabbaticals**

In the event that an applicant is not recommended for a sabbatical leave by the University Committee on Lecturer Sabbaticals, the applicant may, by the appointed deadline, send an appeal to the Chairperson of the committee in writing (with copies to the Department Chairperson and the Dean), responding to the committee's written explanation. The Department Chairperson and the Dean may also send the Chairperson of the committee letters in support of the appeal within the same time frame. The committee shall respond to each appeal in writing by the appointed deadline (with copies to the Department Chairperson and the Dean).

### **Recommendation by the Provost and Approval by the Board of Trustees**

After reviewing the applications and the recommendations of the University Committee on Lecturer Sabbaticals, the Provost shall make recommendations to the President of the University, who shall present the recommendations to the Board of Trustees at their February meeting for final approval. If any of the Provost's recommendations should differ from those of the University Committee on Lecturer Sabbaticals, the Provost shall provide the committee with a written explanation of the grounds for his/her action in each case (with copies to the Dean, the Department Chairperson, and the applicant). The Provost shall subsequently notify all applicants and their Department Chairpersons of the final decision of the Board of Trustees.

### **Post-Sabbatical Leave Reports**

#### **Submission and Review of Post-Sabbatical Reports**

No later than the end of the first semester following their return after a sabbatical leave, all Lecturers shall submit to their Department Chairpersons a report on their activities and accomplishments during their sabbatical leaves. After reviewing each post-sabbatical report, the Department Chairperson shall forward it to the Dean, who shall then forward it to the Chairperson of the University Committee on Lecturer Sabbaticals (with a copy to the Provost). After the committee has reviewed the post-sabbatical report along with any comments made by the Department Chairperson and the Dean, the Chairperson of the committee shall send a letter to the Lecturers member (with copies to the Provost, Dean, and Department Chairperson), indicating whether the committee approves the Lecturer's post-sabbatical report.

#### **Unsatisfactory Post-Sabbatical Reports**

In the event that the University Committee on Lecturer Sabbaticals finds a Lecturer's post-sabbatical report unsatisfactory, the committee's letter shall contain the reasons for this decision. In such cases, the Lecturer may appeal within ten working days of receiving the committee's letter. Such an appeal should address the objections raised in the committee's letter and may include a revised post-sabbatical report. The committee will then render its final judgment in a letter to the Lecturer (with copies to the Department Chairperson, the Dean, and the Provost). A post-sabbatical report that is considered unsatisfactory by the University Committee on Lecturer Sabbaticals may have a prejudicial effect on any future applications for sabbatical leave by the Lecturers member.

#### **Preservation of Records**

All applications, recommendations, formal correspondence, and supporting materials relating to sabbatical leaves and post-sabbatical leave reports shall be kept on file by the Provost's office.

## Exhibit B

### NEW JERSEY INSTITUTE OF TECHNOLOGY PATENT POLICY

#### I. **POLICY STATEMENT:**

As a senior public research university, New Jersey Institute of Technology (NJIT) is committed to extending its knowledge through research, scholarship, academic instruction, and professional service to the public. NJIT's enabling legislation encourages and promotes technological innovation through the development, commercial exploitation, and transfer of technological and scientific information to the public, as well as to private sponsors, thus contributing to the general economic development of the State of New Jersey and beyond. NJIT recognizes that patentable inventions arise in the course of scholarly research conducted by its employees, particularly but not limited to its faculty. NJIT has determined that patenting and licensing of inventions resulting from the work of NJIT personnel, including students, is consistent with the purposes and mission of NJIT, including the generation of revenue to provide funds for further basic and applied research and associated teaching at the university. NJIT also recognizes the value of patents in directing attention to individual accomplishment in science and engineering, and encourages technological innovation by rewarding inventors with a significant share of the Net Proceeds, as defined herein, generated by patented inventions. Consistent with this philosophy it is the policy and directed practice of NJIT to disseminate its scholarly work in an atmosphere that, consistent with its mission, is efficient, candid, competitive, considerate of policy and applicable law, open, and progressive. In furtherance of the espoused philosophy and its proper administration, the following constitutes NJIT's Patent Policy and Procedure ("Policy"):

#### II. **OBJECTIVES:**

The principal university objectives to be aided through administration of this Policy are:

1. to define and allocate the rights and concomitant responsibilities of and between individual inventors and NJIT, with respect to inventions and cognizable discoveries that may be made by inventors during their affiliation with NJIT;
2. to develop and articulate a workable structure and process under which inventions and/or discoveries will be analyzed for investment and

commercial utility and/or assignment to the inventor(s) and/or investor(s);

3. to direct the method and manner of timely disclosure by inventors to NJIT of their inventions and/or discoveries, enabling the inventions/discoveries to receive consideration for patent protection, and to prevent the premature disclosure or publication of such inventions;

4. to provide the means and manner for promulgation, including commercialization, of research, while safeguarding and balancing the interests of NJIT, inventor(s), and sponsor(s);
5. to recognize and certify avenue(s) for inventor(s) to reap those benefits appropriate to the invention(s) and/or discoveries;
6. to provide for the advancement of research and scholarship; and
7. to contribute to the general economic development, through technological innovation, to the State of New Jersey and beyond.

### III. **SCOPE OF APPLICATION:**

This Policy applies to all NJIT employees, both full and part-time, including faculty and other academic staff, professional and/or administrative staff, other employees, students (e.g., a graduate assistant) and all individuals who are or become affiliated with NJIT by virtue of their use of “NJIT Resources”, as defined herein. Upon prior written agreement, this Policy may be applied to persons not associated with NJIT who make their inventions and/or discoveries available to NJIT under circumstances where the further development and refinement of such inventions and/or discoveries are compatible with the directed mission of NJIT.

### IV. **PATENT OWNERSHIP:**

Subject to a preexisting agreement, NJIT’s Online Course Development Policy, or legal mandate to the contrary, NJIT owns every invention and discovery that results either from research or other activity within the scope of employment or course of study of an inventor or from the use of NJIT Resources.

1. **Condition of Employment or Enrollment in Good Standing:** This Policy as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee of NJIT, including student employees, and of the conditions of enrollment and attendance by every student at NJIT. All employees may be required, as an express condition of their employment, to execute an “Agreement Relating to Intellectual Property” concerning the ownership and treatment of inventions created either in the course of their employment or utilizing “NJIT Resources”. Neither the failure of NJIT to cause such agreement to be executed nor the failure or refusal of a person to whom this policy applies to execute such a prior written agreement shall constitute a waiver of the full force and effect of this Policy as it relates to ownership, and/or future enforcement.

2. **Inventions Made On Personal Time:** Inventions or discoveries made by NJIT employees or students entirely on their own personal time and neither within the scope of their employment nor involving any substantial use of “NJIT Resources”, are the property of the inventor. For purposes of this provision, an individual’s “personal time” shall mean time other than that devoted to normal, assigned, or foreseeably anticipated functions in the carrying out of employment responsibilities. Any invention or discovery made while employed by NJIT and of a nature similar and/or related to the employee’s work or field of research at NJIT shall be presumed to have been made with “NJIT Resources” as defined herein. Neither use of NJIT’s library facilities nor use of non-confidential information in or authorized for delivery to the public domain shall constitute substantial use of NJIT Resources. All inventions and/or discoveries made on personal time by NJIT employees must be disclosed in accordance with this Policy. All inventions and/or discoveries made on personal time by students without the substantial use of NJIT Resources do not need to be disclosed in accordance with this Policy. Given the importance of clear title to patents, students are encouraged though to disclose their personal inventions to NJIT and request a written statement from NJIT confirming that they own the invention.

With respect to students enrolled at NJIT, such as in an undergraduate or graduate degree program or certificate program, the students own the inventions or discoveries that they created, unless:

2.1 The student developed the invention or discovery in the course of his or her employment (e.g., received salary, wages, stipend, and/or grant funds) or research carried out in NJIT science laboratories as part of a post-baccalaureate or postdoctoral degree, or non-degree program;

2.2 The student developed the invention or discovery in the course of research funded by a sponsor pursuant to a grant or sponsored research agreement, including sponsored research supporting a student’s thesis or dissertation, or under any third party agreement; or,

2.3 The student jointly created an invention or discovery with NJIT faculty and/or other NJIT academic, professional and/or administrative staff or employee.

3. **Assignment of Inventions or Discoveries Made on Personal Time:** Nothing herein shall prevent the inventor(s) from formally seeking NJIT’s assistance and/or investment in an invention or discovery made on personal time, through an assignment under such written and duly executed terms and conditions as may be



agreed upon between the inventor(s) and NJIT.

**4. Waiver and Release of NJIT's Ownership:**

- a. **In Favor of Inventor:** NJIT reserves the right, in its discretion, to waive or assign some or all of its ownership rights, in an invention, in favor of the inventor, if NJIT is convinced that the discovery or invention is clearly one that is either non-patentable, not warranting further evaluation as to patentability, not of further academic or commercial interest to NJIT or more advantageously exploited by virtue of the assignment. In such case, NJIT shall retain a limited interest in the invention (e.g. a royalty-free right to use the invention, commonly known as a "shop right") and may retain a right to receive royalties or other valuable consideration in exchange for such a waiver or assignment. In such cases, NJIT shall draft an agreement setting forth the terms of any waiver or assignment of ownership rights upon written request from the inventor. The inventor will have the opportunity to seek reasonable changes in any such agreement from the Executive Committee on Enterprise Development and Licensing Administration (EDLA) Committee. To the extent that changes proposed by the inventor are rejected by the EDLA Committee, the inventor has the right to appeal to the Senior Vice Provost for Research or equivalent for a final determination.
- b. **In Favor of Third Parties:** NJIT may, in its discretion, assign some or all of its ownership rights in an invention to third parties if NJIT determines that the discovery or invention is one more advantageously exploited by virtue of the assignment. NJIT shall retain a limited "shop right" interest in the invention and may retain the right to receive royalties or other valuable consideration in exchange for such a waiver or assignment. The inventor will retain the right to the compensation set forth in Section V.1 or such other compensation as mutually agreed upon by NJIT, the inventor and the assignee. Any such assignment, whether full or partial, must be written and signed by the President, the Senior Vice Provost for Research, or equivalent, or their formally and expressly authorized designees.
- c. **Conditions:** Any grant of waiver or any assignment, whether full or partial must be written and signed by the President, the Senior Vice Provost for Research, or equivalent, or their formally and expressly authorized designees. Except and only as may be set out in a formal waiver or assignment agreement, once NJIT waives/assigns its ownership interest

in the invention or discovery, the inventor/assignee may neither utilize NJIT's name nor any formal indicia of a relationship between NJIT and the invention, discovery, or the attempted commercialization thereof.

5. **Licensing of Rights to Inventors:** Subject to proper disclosure(s) and administration of and concerning actual or potential conflicts of interest, and other competing contractual obligations, the inventor(s) may request licensure to commercially develop and exploit their inventions and/or discoveries as well as other NJIT owned inventions and discoveries. NJIT will consider such permissible relationships favorably when and where such investment and exploitation enhances the publication and/or commercialization of technological innovation, consistent with the university's mission.

## V. **COMPENSATION:**

In addition to the costs to NJIT of facilitating the development, prosecution, and commercialization of inventions and/or discoveries that yield a grant of Letters Patent, including but not limited to, imputed income received by the inventor, through authorized, paid, release time, the following compensation structure shall guide all matters of income generated by utilization of the patented invention and/or discovery:

1. **Income:** The first \$5000 of gross income derived from the licensing and commercialization of Intellectual Property shall be paid to the Inventor(s). Thereafter, all directly assignable expenses, typically patent filing fees, are taken from gross royalty income and paid in full. Then royalty income (Net Proceeds) is divided as follows: 40% to the inventor(s), 25% to the Office of Research, 20% to the inventor's designated unit (department, college, etc.), and 15% administration fee to the Intellectual Property and Technology Licensing Office (IPTLO). Disagreements involving royalty distribution will be reviewed and resolved by the EDLA Committee; involved parties may appeal the EDLA Committee resolution to the Senior Vice Provost for Research or equivalent.
2. **Multiple Inventors:** NJIT will permit the share of Net Proceeds allocated to multiple inventors to be divided upon whatever basis the inventors unanimously elect. However, if the inventors cannot reach unanimous agreement regarding allocation, then NJIT shall divide the proceeds among the inventors as it deems appropriate, given its review of comparative contribution, and such decision will be binding on all inventors. There will be a presumption that comparative contribution was equal.
3. **Multiple Inventions:** Where revenue generating inventions are licensed together toward a single technological venture, and

outcome, the Net Proceeds attributable to the individual inventions shall be as set out by a pre-existing technology transfer agreement. In the absence of an agreement, the income from a commercial venture shall be distributed among the individually distinct inventions on a strict pro rata basis as determined by NJIT. There will be a presumption that the pro rata share will be equal among contributing patents.

4. **Annual Report:** NJIT will annually publish an accounting of patent and licensing activities, expenditures, revenue, distribution of net revenue and reinvestment of same in sufficient detail that policy compliance may be monitored and program experience evaluated.
5. Multiple departments / colleges are referred to the unit for co-inventors. Inventors from multiple units will follow the same distribution as agreed to by the multiple inventors described in Section V. 3. For example, if inventor A from department Y has 60% share of inventor Net Proceeds, then the income generated to inventor A would be 60% (their ownership portion) of the 40% to inventors. Further, the unit of inventor A would receive 60% (the identified contribution from inventor A) of the 20% Net Proceeds allocation to the unit. This means that multiple units would be prorated based upon the unanimous vote of the inventors identified in Section V. 3.
6. The department or college is defined as the inventor's primary appointment. Secondary appointments will not be included in the department calculation.
7. Pre-existing agreements will not be retroactively impacted by policy changes.

## **VI. SPECIFIC CONDITIONS GOVERNING SPONSORED RESEARCH:**

NJIT must ensure that its resources, including the results of the work of its employees and students are applied in a manner, which fulfill its mission while best serving the interests of the public. Therefore, before any disposition of intellectual property rights under a research project is agreed to, NJIT will make an assessment of the benefits to the university of such project, as well as the impact that its acceptance and participation in the project will have on the ability of NJIT to pursue its objectives as a public research university.

1. **Government Sponsored Research:** Patents on inventions arising from research financed by the United States Government or State Government(s) may be controlled by the terms of the grants and contracts specified by the government agency, pursuant to law. In

some cases, the government claims rights to patents resulting from research financed through governmental agencies. Nevertheless, except as otherwise mandated by law or by government-supported grants or contracts, patent rights arising from government sponsored research are controlled by this Policy.

2. **Research Sponsored by Non-Governmental Entities:** NJIT will normally reserve the right to ownership of patents on inventions arising out of research supported in whole or in part by grants or contracts with nongovernmental entities, unless deviation therefrom is requested by the sponsor and approved by NJIT as consistent with the public interest. If the assessed consideration for (i) the sponsor's investment, (ii) the value to the university of engaging in such sponsored research, and (iii) the ultimate benefit to the university, warrant transfer of patent rights or the grant of an exclusive license thereto, special provisions may be negotiated by NJIT in such privately sponsored contracts.

## VII. **DISCLOSURE:**

All those governed by this Policy who conceive, develop, or reduce to practice, an invention and/or discovery shall, before disclosure to either the public or any private entity, including but not limited to potential licensees, scholarly publications or colloquium, and soon enough to permit timely filing of a patent application in the United States and internationally, disclose their inventions, and/or discoveries to the NJIT IP Manager, or equivalent, by an online written technology disclosure. Following disclosure, the inventor(s) shall execute such documentation as required to ensure both that title in such invention, normally with NJIT, is set as appropriate under the particular circumstances surrounding the invention and/or discovery. Disclosure of all inventions and/or discoveries, including those made on personal time not owned by NJIT, is mandatory in order that NJIT may properly evaluate the environment under which an invention and/or discovery was conceived and developed in order to ascertain whether there is an impermissible conflict of interest, as defined by NJIT Policy and/or State Regulations and/or whether such invention or discovery is within the "scope of employment", as defined herein, and/or conceived, developed or reduced to practice utilizing "NJIT Resources" as those terms are defined herein.

1. **Confidentiality:** Confidentiality must be maintained as necessary to protect the invention(s) or discovery(ies) patentability and commercial value by all parties. This includes the requirement that the Office of Research staff and all others who have the right to review disclosures of discoveries or inventions made on personal time shall maintain such disclosures in strict confidence.
2. **Publication:** Where the publication of the results of research, as a scholarly achievement, is delayed in accordance with either this

policy's restriction on publication or a sponsor's condition as set out in formal agreement and such delay may significantly and imminently affect (1) the evaluation of a faculty member's record of accomplishment concerning promotion and/or tenure (2) the evaluation of a non-faculty member's record of accomplishment in consideration of continuing employment or (3) the evaluation of a student's thesis or dissertation concerning the conferral of a masters or doctoral degree, the evaluating agent(s) of NJIT (e.g. Departmental Promotion & Tenure Committee and each of its members and/or authorized affiliates) shall, operating under a strict confidentiality agreement, receive and evaluate the in-camera publication as to its merit and contribution to the record of the evaluatee in the context of the issue under review. This evaluation will remain under confidentiality agreement with only those having a legal need to know informed while also operating under a strict confidentiality order. Waiver of this process in favor of unrestricted publication may only be authorized by the President.

## **VIII. ADMINISTRATION & OVERSIGHT**

1. **Office of Research:** The Office of Research is charged with administering the development, disposition (including assignment of ownership and licensing rights) and oversight of commercialization of NJIT's intellectual property in a manner consistent with the objectives of this Policy. In fulfilling its obligations, the Office of Research shall: report to the Office of General Counsel all purported violations of this Policy or instances involving suspected misuse, misappropriation, infringement or improper encumbrance of any interest that NJIT may hold in an invention and/or discovery; maintain oversight and actively review the status of all inventions, completed and developing; coordinate and participate as needed in the evaluation and protection processes employed, concerning inventions and/or discoveries; and, at the direction of the EDLA, following consultation with and consideration, as appropriate, by the Intellectual Property Committee and/or the Office of Research, actively pursue the commercialization of inventions. The Office of Research shall issue a comprehensive, annual written report to the President, as appropriate, including the status of all inventions, discoveries and recommendations for further development and commercialization.
2. **Intellectual Property Committee:** NJIT's Intellectual Property Committee reviews (1) reports regarding invention disclosures to ascertain whether provisional patent applications should be filed on the disclosures, (2) reports relating to conversion of provisional patent applications into full (non-provisional) patent applications, and (3) other issues related to patent portfolio management and licensing. The IP Committee shall receive a technical/marketing

assessment report for all invention disclosures as well as a commercialization assessment report (where applicable) for provisional patent applications for potential conversion to full applications, along with recommendations from IP Technical Review Subcommittees as customized for the specific areas.

a. **Committee Composition:** The Intellectual Property Committee shall include the following members, or their equivalent, as follows:

1. Senior Vice Provost for Research
2. General Counsel and Vice President for Legal Affairs (ex officio, non-voting)
3. Associate Vice Provosts for Research
4. Chief Commercial Officer
5. Associate General Counsel, Director of Intellectual Property
6. Director of Commercialization
7. Intellectual Property Manager
8. Three Dean Designees/Faculty Representatives, NCE
9. Dean Designee/Faculty Representative, CSLA
10. Dean Designee/Faculty Representative, YWCC
11. Dean Designee/Faculty Representative, MTSM
12. Dean Designee/Faculty Representative, HCAD
13. Representative from the Finance Office
14. Representative from the PSA (ex officio, non-voting)

All Faculty appointments shall be for a two year term renewable upon the recommendation from Dean/Chair FS Committee for no more than two consecutive terms, with a 1 term sit out before returning. Additional faculty members can be added on an ad hoc basis for the IP Technical Review Subcommittee to address specific technical areas(s) by the Senior Vice Provost for Research, or equivalent. Consultative experts in scientific and technological, innovation and exploitation will be employed and engaged as needed to make effective recommendations for maximum utility of NJIT's technology innovation, development, protection, and commercialization program.

b. **Confidentiality:** All members of the Intellectual Property Committee shall, as a condition of membership on the Intellectual Property Committee, maintain strict confidentiality of the contents of all matters brought before it except those that are specifically and expressly identified as disclosable. Breach of this covenant shall be considered serious misfeasance, if not malfeasance and dealt with accordingly.

- c. **Administration:** Recommendation shall not issue from the Intellectual Property Committee absent a quorum of the Committee taking part in deliberations and recommendation. Five (5) members of the Committee shall constitute a quorum.
  - d. **Committee Deliberation:** The IP Committee shall meet at least monthly.
3. **Executive Committee on Enterprise Development and Licensing Administration (EDLA):** The university's commercialization determination will be the primary responsibility of EDLA. Additional responsibilities include reviewing protocols and issues relating to enterprise development and licensing administration, including option agreements. In this regard, EDLA will consult with the Office of Research, the Intellectual Property Committee, independent scientific and technology transfer experts as needed and, as appropriate, other university officials and render a decision as soon as practicable on behalf of NJIT, published to the appropriate parties, including the inventor(s), as appropriate, as to whether to file a patent application, as to whether to maintain a patent application or issued patent, the protective processes to be employed, and, when and as appropriate, the manner and method of commercialization intended.
- a. **Appeal of Commercialization Determination:** If the inventor(s) disagree(s) with the determination concerning commercialization of the invention or discovery, the inventor(s) may, as the exclusive process for this type of challenge, appeal this determination to the President. This appeal, stating all the facts and bases for the inventor's position, must be in writing and filed within thirty (30) days following the date of notice of the determination being challenged. The President shall review the appeal and shall issue a decision setting forth the reasons therefore, if there is a substantial basis in fact, policy or law for either reconsideration or adjustment. The application will be remanded to EDLA for reconsideration based upon the President's decision. The decision of the President will be final and binding. Remand shall be available only once per EDLA review and accompanying NJIT commercialization decision. In the case of a commercialization decision, the President's decision will be implemented.
  - b. **Additional responsibilities of the EDLA:** In addition to the ultimate commercialization determinations that are the responsibility of the EDLA, it shall provide executive oversight of the program, directing concerns raised by interested parties

(e.g. inventors, Intellectual Property Committee, Office of Research, State of New Jersey, investors, labor constituents, legal counsel) to proper resolution, either through decision, publication and effectuation or through employing appropriate resources to resolve disputes or unsettled controversies. The EDLA will provide expertise or identify those who are responsible for same and where appropriate, will identify and facilitate university authorized alternatives to matters brought before it.

**NOTE:** The EDLA's responsibilities and concomitant authority do not subjugate standing policy and procedure for dispute resolution; it offers administrative streamlining services and, where appropriate, potential alternative(s) to standing practices and protocols.

- c. **EDLA Composition:** EDLA shall be comprised of the following members, or their equivalent, as follows:
1. Senior Vice Provost for Research
  2. General Counsel and Vice President for Legal Affairs
  3. Associate Vice Provost(s) for Research
  4. Chief Commercial Officer
  5. Associate General Counsel, Director of Intellectual Property
  6. Director of Commercialization
  7. Intellectual Property Manager
  8. Representative from the Finance Office

Additionally, consultative experts in scientific and technological, innovation and exploitation will be employed and engaged as needed to make effective recommendations for maximum utility of NJIT's technology innovation, development, protection, and commercialization program.

- d. **Signatory Authority:** The President of NJIT, the Senior Vice Provost for Research, or equivalent, or their expressly specified designees, as set out in a signed written authorization, are the only officers and/or representatives of NJIT authorized to bind NJIT concerning any and all such matters under the jurisdiction of this policy. By way of illustration and not limitation, this includes assignment of ownership, sale of assets, acceptance of encumbrances, term and perpetual licensing of intellectual property, commitment of funds and engagement of legal and/or technology transfer services.



## IX. DEFINITIONS:

1. “NJIT Resources” for purposes of this policy shall mean assigned or released time concerning employment responsibilities, direct or imputed compensation from or under the stewardship of NJIT, facilities (which shall include all real and personal property of or under the control of NJIT), services authorized by NJIT, proprietary information, confidential information, intellectual property owned by or licensed exclusively to NJIT and/or personnel, including recognized student activities of, or performing functions on behalf of, NJIT.
2. “Inventions and/or Discoveries” for purposes of this policy shall mean original thought methodology(ies) and process(es) which are intended by the inventor(s) and/or sponsors, including NJIT, to be developed to their fullest intellectual, academic, and/or commercial value.
3. “Scope of Employment” for purposes of this policy shall mean the parameters of responsibilities, initiative, accountability, and activities that are reasonably foreseeable expectancies of and owing to employment at NJIT.
  - a. There is a rebuttable presumption that if “NJIT Resources” are either not utilized or utilization is *de minimis*, the inventions and/or discoveries are not created within the inventor’s scope of employment. Scope of employment does not include any invention conceived and reduced to practicable form merely in the professional or scientific discipline which serves as the main or a primary focus of the position’s reasonable expectations, except where the creation of inventions or discoveries is explicitly made part of the employee’s work or the invention or discovery is created as a work for hire by NJIT.
  - b. There is a rebuttable presumption that if “NJIT Resources” are used beyond a *de minimis* level, either directly or indirectly, the inventions and/or discoveries are created within the inventor’s scope of employment.
4. “Net Proceeds” for purposes of this policy shall mean the actual monies in United States currency that remain for distribution in accordance with this policy, following the successful commercialization of inventions and/or discoveries and after deduction of all associated expenditures attached thereto. Associated expenditures shall include an administrative fee, actual costs for protecting (e.g. patent prosecution, registration and maintenance), defending (e.g. infringement litigation, settlement

negotiation), marketing (e.g. commercial analysis, subscription costs, offering preparation and costs, advertisement, third party management), and licensing the inventions and/or discoveries. Associated expenditures do not include reimbursement of authorized costs associated with the development of the inventions and/or discoveries. This includes faculty release time, use of authorized NJIT facilities, research and development funds earmarked for the inventions and/or discoveries created, except as may be specifically set out as terms and conditions of the development and/or offering agreement of a particular invention and/or discovery.

## Exhibit C

# NEW JERSEY INSTITUTE OF TECHNOLOGY COPYRIGHT POLICY

### **OBJECTIVES**

The copyright policy of New Jersey Institute of Technology (NJIT) seeks to protect and promote the traditional academic freedom of NJIT's faculty, staff, and students in matters of publication; seeks to balance fairly and reasonably the equitable rights of authors, sponsors, and NJIT; and attempts to ensure that any copyrightable material in which NJIT has an equity interest is utilized in a manner consistent with the public interest.

### **OWNERSHIP AND DISPOSITION OF COPYRIGHTABLE MATERIAL**

Copyright ownership and the rights thereof are terms defined by Federal law. NJIT believes that its copyright policy objectives will best be attained within the context of the Federal Law by defining the equities of ownership of copyrightable material in terms of the following categories:

A. Copyright ownership of all material (including unpatentable software, but excluding theses and books) which is developed in the course of or pursuant to a sponsored research or other agreement shall be determined in accordance with the terms of the sponsored research or other agreement, or in the absence of such terms, the copyright shall become the property of NJIT.

Comment: Normally, research contracts sponsored by the government provide the government with specified rights in copyrightable material developed in the performance of the research. These rights may consist of title to such data vesting solely in the government or the reservation of a royalty-free license to government, with title vesting in NJIT. In some cases, the government prohibits any private copyright ownership. Grants and other types of sponsored research agreements, whether by the government or by private industry, may, on the other hand, provide no specific provision concerning rights in such material.

The purpose of this provision (which applies to all academic and research employees of NJIT) is to ensure that NJIT will be free to dispose of all such data in a manner consistent with its obligations to the sponsor and to the public.

In cases where a researcher wishes to publish Category A material in journals or other media, Federal law now requires the written consent of the owner of the copyright.

Requests for such consent, which will normally be routinely provided, should be addressed to the Research Office. The Research Office is responsible for the processing and management of copyrights under the direction of NJIT's Intellectual Property Committee.

B. Copyright ownership of all material (including unpatentable software, but excluding theses and books) which is developed with the significant use of funds, space or facilities administered by NJIT, including but not limited to classes and laboratory facilities, but without any NJIT obligation to others in connection with such support shall reside in NJIT.

Comment: NJIT shall exercise its rights in such material in a manner that will best further NJIT's basic aims as an educational institution, giving full consideration to making the material available to the public on a reasonable and effective basis, avoiding unnecessary exclusions and restrictions, and providing adequate recognition of the authors.

In this respect NJIT recognizes and reaffirms the traditional academic freedom of its faculty and staff to publish freely without restriction. In keeping with this philosophy, NJIT will neither construe the provision of office or library facilities as constituting significant use of NJIT space or facilities, nor will it construe the payment of salary from instructional accounts as constituting significant use of NJIT funds, except for those situations where the funds were paid specifically to support the development of such material.

Publications not prepared within the scope of an NJIT employee's duties are excluded from the ownership provisions of this category. Textbooks developed through the use of classes are excluded from the provisions of this category, unless such textbooks were developed using NJIT-administered funds paid specifically to support such textbook development.

Unless significant use of university resources were utilized in the creation of instructional material, or the ownership is subject to research or contractual restrictions, the faculty member owns the copyright to the materials created. Subject to the terms of this policy, the faculty member shall also be deemed to own the course materials and/or curriculum outlines that they develop, whether in physical or electronic formats.

All persons who have developed copyrightable material through the significant use of NJIT space, funds, or facilities shall be required to transfer copyright ownership of such material to NJIT as a condition of such use.

Copyrightable material not within the provisions of Categories A and B of this policy shall be the sole property of the author, except for theses, as discussed below.

NJIT claims rights in inventions or discoveries, including computer software, which are or may be patentable. Such inventions or discoveries shall be covered by NJIT's Patent Policy.

For certain copyrightable works, NJIT's Patent Policy may apply and may be in conflict with this Copyright Policy. In such circumstances, the Patent Policy will take precedence over this Copyright Policy.

Theses created by students shall be governed by the following provisions:

C. Copyright ownership of theses generated by research which is performed in whole or in part by the student with financial support in the form of wages, salaries, stipend or grant from funds administered by NJIT shall be determined in accordance with the terms of the support agreement, or in the absence of such terms, shall become the property of NJIT.

D. Copyright ownership of theses generated by research performed in whole or in part utilizing equipment or facilities provided to NJIT under conditions that impose copyright restriction shall be determined in accordance with such restrictions.

E. Copyright in theses not within the provisions of Categories D and E of this policy shall be the property of the author. However, the student must, as a condition of a degree award, grant royalty-free permission to NJIT to reproduce and publicly distribute copies of the thesis.

As with faculty and research staff, NJIT wishes to encourage broad dissemination of all such material. Requests for permission to publish Category D and E theses should be addressed to the Office of Research

### **COPYRIGHT ROYALTIES**

Royalty income received by NJIT through the sale, licensing, leasing, or use of copyrightable material, under Categories A and B, in which NJIT has acquired a

property interest, will normally be shared with the author and the unit (department, laboratory, center, etc.) within NJIT were the material originated. The gross royalties received by NJIT will usually be distributed as follows:

1. To NJIT, 60%;
2. To the author(s), a total of:  
35% of the first \$50,000 in accumulated gross royalties,  
25% of the next \$50,000 in accumulated gross royalties,  
15% of the accumulated gross royalties thereafter;
3. To the originating department, laboratory, or center within NJIT: 5%  
of the first \$50,000 in accumulated gross royalties,  
15% of the next \$50,000 in accumulated gross royalties,  
25% of the accumulated gross royalties thereafter.

Authorship shall be determined by the director of the originating unit (department, laboratory, center, etc.). If there is an appeal regarding the determination of authorship, that determination will be reviewed by the Senior Vice Provost for Research, equivalent, or their designee in consultation with the Office of the General Counsel. Where, after review, authorship cannot be determined, the percent share of royalties intended for the author shall be distributed instead to the originating unit (department, laboratory, center, etc.). (As used herein, the phrase "originating unit," means the department, laboratory, center, etc., which administered the funds, space and facilities used in developing the copyrightable material.)

NJIT reserves the right at its discretion to deduct from gross royalty income prior to any such distribution, expenses such as litigation which may be incurred in enforcing or defending the copyright or in licensing the copyrightable material.

### **INVENTION AND COPYRIGHT AGREEMENTS**

The policies set forth above constitute an understanding which is binding on NJIT faculty and staff, students, and others as a condition of their participating in NJIT research programs or their use of funds, space or facilities. Where NJIT may have had an obligation to assign rights in inventions or copyrights to a sponsor, or may itself acquire rights under this policy, it will require a formal invention and copyright agreement.