

July 1, 2023 – June 30, 2027  
NJIT/PSA/AAUP AGREEMENT

Agreement Between:

New Jersey Institute of Technology

and

NJIT Professional Staff Association, Inc./AAUP

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## **PREFACE**

This Agreement made and entered into this 6<sup>th</sup> day of February, 2024 by and between New Jersey Institute of Technology (hereinafter referred to as the “Employer,” the “University” or “NJIT”), and the New Jersey Institute of Technology Professional Staff Association, Inc./AAUP (hereinafter referred to as the “Association,” “PSA,” or the “Union”), witnesseth:

Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing.

Now therefore, it is mutually agreed as follows:

## **ARTICLE I: PURPOSE**

The parties express their goal of maintaining harmonious relations in establishing responsible and accountable terms and conditions of employment and in effectively resolving disputes. In order to enhance the educational mission of the University, the Association and the Employer agree to work together through collective negotiations, shared governance and collegial decision-making to achieve excellence in teaching and research and to establish sound working conditions necessary to attract and retain Faculty and Professional Staff to fulfill the University’s mission.

## **ARTICLE II: RECOGNITION**

The Employer hereby recognizes the Association as the exclusive collective negotiating representative for a negotiating unit composed of Faculty and all Professional Staff employees including:

### **A. All Full Time Teaching Staff as Follows:**

1. Distinguished Professor
2. Professor
3. Associate Professor
4. Assistant Professor
5. Lecturers, including, but not limited to, University Lecturer and Senior University Lecturer.

### **B. Academic Administrators Holding Faculty Rank:**

The following positions are recognized relative to Faculty and associated administrative and professional duties, excluding supervisory duties as defined by the New Jersey Public Employment Relations Commission (PERC):

1. Department Chair
2. Sponsored, Foundation or Endowed Chair

3. Assistant or Associate Dean
4. Center or Program Director
5. Head Librarian

- C. All full-time Visiting Professors who hold a tenure-track or tenured position at another institution, upon entering their second consecutive term of full-time appointment in said position(s), and all Contractual term Research Professors, Professors of Practice and Visiting Professors without a tenure track or tenured position at another institution, upon hire.
- D. Members of the Negotiations Unit pursuant to Article II.A, II.B, and II.C who also teach as Adjuncts, in their capacity as Adjuncts.
- E. All full-time, Professional Staff who are non-supervisory as defined by PERC and below the level of an Administrative or Professional Director/Head of any department, office, center, division, or program, and including Associate Directors, Assistant Directors, Administrative Assistants I, Program or Function Coordinators, Assistants to Deans, Assistants to Directors, Assistants to Department and/or Sponsored Chairs, Assistants to Department Heads, Program or Function Managers, professional librarians, program, function or center supervisors, and operational specialists in professional fields.
- F. Excluded from PSA recognition are: All deans, associate deans without academic rank, assistant deans without academic rank, center or program directors without academic rank, Head Librarian without academic rank and temporary teaching or research staff.

Temporary staff are those filling positions that neither constitute part of the Employer's regular, continuing, position roster nor are budgeted for more than one academic year for teaching staff or one full fiscal year for Professional Staff.

- G. Also excluded are all clerical employees, security officers/dispatchers, police officers (including patrol officers, sergeants and lieutenants), craft employees, confidential employees, managerial executives, PERC defined supervisory employees, head coaches, part-time employees, student employees, all employees properly included within all other collective negotiation units and all others not specifically included under provisions A, B, C, D and E. above.

Part-time employees excluded from recognition hereunder, include both academic personnel and Professional Staff who are employed in positions constituted by the Employer to provide no more than sixty percent (60%) of a full-time workload. Employees hired into positions at greater than the sixty percent (60%) threshold shall participate in negotiated University benefits on a pro rata basis and shall participate in State of New Jersey programs, in which the Employer participates, in accordance with the program parameters.

- H. In the event of the creation of a new job title, such title shall be subject to evaluation by a committee consisting of a member of the Association Governing Board and a member of the Administration in order to determine whether such title appropriately belongs in the Negotiations Unit. In the event of a decision by the Employer adverse to the position of the

Association, such decision shall be resolved in accordance with the rules and regulations of PERC.

### **ARTICLE III: NEGOTIATING PROCEDURE**

- A. The Association shall present to the Employer its demands in writing relating to terms and conditions of employment on or before October 1, in the year before the expiration date of this Agreement. On or before November 1 of that year, the Employer shall meet with the Association for the purpose of negotiating, in good faith, a mutually acceptable agreement.
- B. As part of the negotiations for a successor Agreement, the parties agree that the failure of the Association, in any one year or any number of consecutive years, to present a demand for the purpose of negotiations or to participate in negotiations concerning terms and conditions of employment, establishment of new work rules or modifications of existing work rules, shall not constitute a waiver of the right of the Association to perform the function of exclusive representative as constituted by the New Jersey Employer-Employee Relations Act, and as amended.

### **ARTICLE IV: MANAGEMENT RIGHTS**

- A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.
- B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged or modified by this Agreement and the system of faculty governance at New Jersey Institute of Technology.
- C. The Employer retains its responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law governing the conduct and activities of employees not inconsistent with the expressed provisions of this Agreement and subject to recognition of the fact that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association or determined by faculty governance as it functions at New Jersey Institute of Technology, before they are established.

### **ARTICLE V: RIGHTS OF THE ASSOCIATION**

- A. Dues Deduction:
  - 1. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52: 14-15.9e, as amended), the Employer agrees to deduct from each paycheck the Association dues of each member of the Negotiations Unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.

2. The amount of the Association dues shall be such amount as shall be certified to the Employer by the Association at least thirty (30) days prior to the date on which deductions of Association professional dues are to be begun.
3. The deductions of Association dues made from each paycheck, and shall be remitted by the Employer to the Association bi-weekly together with a list of the names of Association members from whose pay such deductions were made.<sup>1</sup>
4. A member may terminate his or her authorization by providing written notice to NJIT during the ten (10) day period following each anniversary date of their employment. Within five (5) days of receipt of notice from a member of revocation of authorization for the payroll deduction of dues, NJIT shall provide notice to the PSA of a member's revocation of such authorization. A member's revocation of authorization for payroll deductions shall be effective on the 30th day after their anniversary date of employment.
5. A member of the Negotiations Unit who signed an authorization for payroll deductions on or before September 30, 2018, may, in addition to revoking their authorization for payroll deductions in accordance with Article V.A.4, revoke their authorization for payroll deductions in writing at any time. If such revocation is not in accordance with Article V.A.4, the revocation shall be effective on the July 1st following the date on which the notice of revocation was filed.
6. The Association agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claim arising out of such deduction and the Association assumes full responsibility for the disposition of the funds so, deducted once they have been turned over to the Association as provided. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Association as a violation of this Agreement.

**B. Deduction of Retroactive Dues:**

In the event that the Employer has not made the proper deductions of Union dues for any member of the Association due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, the Association agrees that retroactive deductions of the amounts past due shall commence in the month immediately following the month in which the discrepancy is discovered. The Employer shall prorate the amount of retroactive dues over the next six (6) months of the affected employee's employment or until the employee's separation from the University, whichever is earlier. The Employer shall provide the Association a list of all employees for whom retroactive deductions are being made, the amount of the retroactive deduction for each pay period and the starting and ending dates of the retroactive deductions. The Association agrees to

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<sup>1</sup> Prior to January 1, 2022, pursuant to the terms of the previous Agreement, NJIT represents that no dues were deducted for one (1) paycheck during each of the two (2) months in which there were three (3) paydays. This practice did not affect the obligation of NJIT to remit dues on all salary earned by PSA members. The PSA may, at any time, request that the previous schedule for dues payments be reimplemented, if it does so thirty (30) days prior to the implementation of such change, and such request will be honored.

indemnify the Employer for all claims by any employee for whom retroactive dues deductions are made pursuant to this Agreement and save it harmless from any monetary liability for payments made in the Employer's proper performance of this obligation.

- C. The Employer agrees to recognize those members of the Negotiating Unit not to exceed five (5) who are designated by the Association as Association Representatives for collective negotiations by written notice of the names of such members of the negotiating unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given to the other party.
- D. Representatives of the Association shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the University is normally open provided that they shall not interfere with or interrupt normal University operations.
- E. 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.
- F. The Association shall be allowed to conduct general membership meetings on campus for up to four (4) meetings per fiscal year, and requests to hold additional meetings shall not be unreasonably denied. The Association will use reasonable efforts to minimize disruptions to University operations. Attendance by the PSA membership shall not be unreasonably denied.
- G. The Association shall have the right to make reasonable use of University facilities and equipment, including available duplication, computer, office, and audiovisual equipment, all in accordance with University procedures. The Association shall pay reasonable costs for the use of such facilities and equipment.
- H. The Association shall have the right, without seeking permission or approval, to post on bulletin boards, bulletins and notices to the employees it represents relevant to official Association business.
- I. The Association has the right to receive copies of all communications sent to PSA-represented employees concerning discipline, or matters that may result in discipline ("disciplinary communications"), at or about the same time that such communications are sent to the PSA-represented employees to whom the communications are addressed. In addition, subject to any law, regulation, subpoena or governmental order precluding such, the PSA shall be copied on any University-issued written communication to the employee, seeking to meet with the employee: (a) when such meeting is called to communicate disciplinary action to the

employee; (b) when disciplinary action is foreseeable as a possible outcome of such meeting, or (c) when such meeting is called to investigate or discuss a possible violation of University policy by the employee interviewed. Copies shall be sent to the PSA care of the PSA office. Communications can be sent electronically. This provision does not apply to evaluations conducted pursuant to policies governing Faculty re-appointment, promotion and tenure reviews, unless it is communicated in such reviews that suspension or termination from employment is contemplated.<sup>2</sup>

#### J. 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:

1. Unpaid Leave of Absences
2. Paid Leaves of Absences
3. Tenure Track Period and any terms negotiated with regard to start up packages
4. Promotions
5. Any change to level of compensation
6. Reclassifications
7. Terminations
8. Hire Letters
9. Disciplinary Letters
10. Counselings

### **ARTICLE VI: GRIEVANCE PROCEDURE**

#### A. Preface:

Any member of the Negotiations Unit or the Association on behalf of any member of the Negotiations Unit or on its own behalf may grieve alleged violation of the Collective Negotiations Agreement, applicable policy(ies) and regulations and administrative determinations made without just cause affecting the Negotiations Unit member. There shall exist two (2) separate exclusive processes to respond to such grievances. All grievances except for those involving promotion, and/or tenure denial or non-reappointment of non-tenured Faculty shall proceed through and in accordance with that process set out by provision

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<sup>2</sup>By agreeing to this provision, the PSA is not waiving its position that NJIT is legally obligated, independent of this provision, to provide it with disciplinary communications, nor is it waiving its right to seek any legal remedies to which it might otherwise be entitled in the event that disciplinary communications are not timely sent to the Union in the future. Similarly, by agreeing to this provision, NJIT is not waiving its right to assert that it is not legally obligated, except to the extent that it is bound by this provision, to produce any or all disciplinary documents to the PSA. By agreeing to this provision, the PSA does not waive its right to assert that NJIT is obligated to produce any specific document, or class of documents, including but not limited to evaluation documents, that it believes it requires in order to provide representation to NJIT employees within its collective negotiation unit. Similarly, by agreeing to this provision, NJIT is not waiving its right to assert that it is not legally obligated to produce any specific document, or class of documents, to the PSA.



B., Grievances Alleging Policy and Agreement Violations (non-Tenure), below. All grievances by Faculty, surrounding determinations regarding promotion, and/or tenure and all those regarding non-reappointment of non-tenured Faculty shall proceed through and in accordance with that process set out by provision C., Faculty Tenure; Promotion; Non-Reappointment Grievances, below. Challenges regarding merit pay shall be exclusively addressed through the procedures set forth in Article IX, X, XI, and any memoranda of agreement addressing merit pay.

B. Grievances Alleging Policy and Agreement Violations (non-Tenure):

1. Time Parameters:

The purpose of this process is to assure prompt and equitable solutions to the problems arising from the administration of this Agreement or other conditions of employment. Such promptness is an essential element. Failure of a grievant to meet any of the calendar limitations stipulated in the procedure below will constitute a waiver of their rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the grievance procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. Time limits provided in this Article may be extended by mutual agreement of the parties. It is understood, however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the Negotiations Unit to discuss any problem informally with an appropriate member of the administration.

2. Procedure for Handling Grievances:

a. Step One:

A Grievant shall set forth their grievance, in writing, specifying the facts involved, the alleged improper action and the requested remedy. This grievance must then be discussed formally with the appropriate Dean or Director. The Dean or Director shall provide written response to the grievant, with a copy to the Vice President of Human Resources within ten (10) days following the discussion. All settlements of grievances at this level are expressly without precedent.

b. Step Two:

Within forty (40) calendar days after the date of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if they are not satisfied or has not received response through the process provided for in Step One, submit in writing to the Vice President of Human Resources or Provost, the facts of the grievance and the desired adjustment. For grievances involving Faculty, teaching staff and academic administrators, the Vice President of Human Resources shall forward the grievance to the Provost who shall designate a Step II Hearing Officer. Grievances brought by or on behalf of Professional Staff Members shall be referred to the Vice President of Human Resources who shall then designate a Step II Hearing Officer.

The Association shall be notified by the Step II Hearing Officer in the event the grievant chooses not to be represented by the Association for the subject grievance, and an Association representative shall have the right to be present at this and all subsequent steps in the grievance procedure and to present the views of the Association. The Step II Hearing Officer, within fourteen (14) days after receipt of the written grievance, shall meet with the grievant in an effort to resolve the grievance. The Step II Hearing Officer shall indicate his or her disposition of the grievance, in writing, within fourteen (14) days of said meeting to the grievant, and the Association, with copies to the Vice President of Human Resources.

c. Step Three:

If the grievance is not satisfactorily resolved at Step Two of this procedure, the grievant or the Association, on its own initiative, shall, within fourteen (14) days, from the date of notice of the Step Two response, transmit the grievance to the Provost or the Vice President of Human Resources, depending upon whether the grievance involves Professional Staff or Faculty. The Provost, or the Vice President of Human Resources, as applicable (the Step III Hearing Officer) may hold a meeting on the grievance if they deem it necessary. The Step III Hearing Officer shall review the grievance record and shall issue a written response to the grievance within twenty (20) days following notice of the Step Three transmittal.

d. Step Four:

If the grievance is one which can be carried beyond Step Three and no satisfactory solution has been reached, and the Association desires to institute binding arbitration proceedings, it must, within thirty (30) days of notification of the Step III reply, give proper notice to PERC with a copy to the Vice President of Human Resources, who shall provide copies to the General Counsel and the Provost. Such binding arbitration proceedings shall be in accordance with the rules and regulations of PERC.

e. A grievance alleging a violation of the negotiated Agreement may be resolved by settlement only if agreed to in writing by the Employer and the Association.

f. Copies of the written decision reached at each formal step of the grievance procedure together with all written documents specifically cited as rationale for the decision shall be provided to the Association within fourteen (14) days of specific request for documents by the Association.

3. Parameters on Arbitration:

a. The only grievances which may be processed beyond Step Three and which may be arbitrated are those based upon an allegation that there has been a violation of this locally negotiated Agreement, including negotiated terms and conditions of employment embodied in University policy and regulation incorporated into the Agreement by reference.

- b. The Arbitrator shall have no authority to rule on grievances which concern actions taken by individuals or officials outside of the University, or which relate to governmental statutes or regulations affecting terms and conditions of employment.
- c. The decision of the Arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement, any policy of the Employer, or any official agreement secured through faculty governance.
- d. Fees and expenses of the Arbitrator, as such occur, shall be shared equally by the Employer and the Association.

C. Faculty Tenure; Promotion; Non-Reappointment Grievances:

1. Grievance Process:

- a. The purpose of this exclusive process is specifically to provide the Faculty recipient of an unfavorable tenure, promotion or non-reappointment determination, an opportunity to have such determination(s) expeditiously reviewed by the Employer, through an exclusive, binding and final process, to ensure the determination is not the result of a violation of procedure or capricious or discriminatory treatment of the grievant of substantial prejudicial affect upon the substantive academic decision rendered. A finding by the authorized designee of the Parties to the Agreement, of a substantial violation of procedure and/or caprice and/or discriminatory treatment, unduly prejudicing the affected Faculty Member, shall result in remand, only, to academic process for academic reconsideration absent those specific process irregularities and/or improprieties unduly affecting and prejudicing the original determination grieved pursuant hereto. Nothing herein shall modify or abridge the authority of the President and the Board of Trustees of the Employer from utilization of the management prerogatives specifically retained, pursuant to this Agreement, relative to promotion, reappointment and tenure.
- b. The provisions concerning the requirements of timely filing and notice, in Article VI, Grievance Procedure, provision B., Grievances Alleging Policy and Agreement Violations (non-Tenure) and D., Notice Under This Article, herein, shall apply with equal force to all steps of Article VI, Grievance Procedure, provision C., Faculty Tenure; Promotion; Non-Reappointment Grievances, above. It is further expressly understood that no procedural defect in original academic determination grieved, pursuant hereto, or in the process hereafter set out, shall result in reappointment, tenure or promotion; these are deliberative processes that may not be gained through error, omission or default in action.

2. Procedure for Handling Faculty Promotion, Tenure and Non-Reappointment Grievances:

- a. Step One:
  - i. The grievant must file their grievance, in writing, with the appropriate Dean,

setting forth a summary of facts relied upon in making the specific claim of redressable impropriety in the promotion, tenure and/or reappointment process that serves as the basis of the grievance. Any and all grievances must be filed at Step One within thirty (30) calendar days of notice to the grievant of the academic decision grieved.

- ii. Within ten (10) days following formal filing with the Dean, consistent with the notice provisions herein, the Dean or their designee shall provide a meeting with the grievant (and Association representative if the grievant so desires) to hear the grievance and review its procedural and substantive merit. Within ten (10) calendar days following the grievance meeting, the Dean or their designee shall provide written response to the grievant, the Vice President of Human Resources and to the Association, disposing of the grievance, either affirmatively or negatively, and with or without conditions or qualifications.
- b. Step Two:
- i. Within fourteen (14) days following noticed disposition of the grievance at Step One, if the grievant remains dissatisfied with the imposed or proposed resolution at Step One, the grievant may advance the grievance to Step Two for review and response from the Provost or their designee.
  - ii. The grievance as submitted to Step Two must specifically identify those aspects of the Step One response that are unsatisfactory and why. It must explicitly state why the grievance is valid, attaching or identifying all evidence in support of such continuing claim. The redress demanded must be specified.
  - iii. Within fourteen (14) days following formal filing with the Provost, consistent with the notice provisions herein, a hearing with the grievant and an Association representative, if the grievant so desires, shall be conducted for the purpose of procedural and substantive review of the merit of the claim(s). Within fourteen (14) days following the hearing, the Provost or their designee shall provide written response to the grievant disposing of the grievance, either affirmatively or negatively and with or without conditions or qualification(s), and setting forth specific reasons for the disposition. A copy of the disposition shall be forwarded to the Vice President of Human Resources and the Association.
- c. Step Three:
- Within fourteen (14) days following noticed disposition of the grievance at Step Two, if the grievant and the Association remain dissatisfied with the imposed or proposed resolution at Step Two, the Association may file the grievance with the University Academic Process Review Committee ("APRC") in the manner set forth in D.4 of this Article, for final, exclusive, formal disposition of the grievance, within the parameters set out below:
- i. University Academic Process Review Committee (APRC):  
The APRC shall retain jurisdiction to hear all grievances, formally filed and

appropriately at Step Three herein.

The APRC shall be constituted and serve on a case-by-case basis. 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.

ii. APRC Charge:

APRC's purpose, in connection with its role in reviewing Faculty tenure, promotion and non-reappointment grievances, is expressly and exclusively directed and limited to review of the functioning of the academic process in issue, for a determination of whether there exists substantial process failure, resulting in capricious determination, or substantial procedural violation or discriminatory treatment by the University bodies so charged to render the academic and/or employment recommendation(s) or judgment(s) that serve as the subject of the grievance. The members of the APRC must reduce their collective findings to writing and failing consensus, each dissent therefrom must be expressed, in writing and available to the University, the Association and an arbitrator as selected pursuant to Agreement. The APRC is also charged with reviewing merit appeals filed by Faculty and Lecturers, and appeals concerning compensation for the development and delivery of online, synchronous online, and hybrid courses pursuant to Appendix L.

iii. Authority:

The APRC's disposition, in connection with its role in reviewing Faculty tenure, promotion and non-reappointment grievances, is expressly limited to either dismissal of the grievance with prejudice or remand to academic process, where process failure is found, for reconsideration, in compliance with University policy, absent the process failure determined. Remand or Dismissal shall be unconditional. Recommendation may be made for disqualification, from remanded review, of an individual, group of individuals or entire APRC, if the APRC finds prejudice is unabatable upon remand, except that recommendation that the University President be disqualified in their role as Employer is prohibited.

iv. Investigative Process:

The APRC shall be entitled to official minutes of deliberative meetings of the Department and University Promotion and Tenure APRC that pertain only to the grievant. Additionally, the APRC shall be entitled to that packet of material as

submitted by the grievant for review in accordance with established procedures. The APRC may call pertinent witnesses from the recommending bodies, the Employer or others who the APRC has identifiable reason to believe hold information relevant to disposition. Disposition shall be in writing and noticed to the Employer and Association and shall be based upon majority determination. Under no circumstances shall the APRC substitute its judgment for the academic judgment rendered by the bodies/persons charged with making such judgments.

v. Advocacy:

Within thirty (30) days after the filing of the grievance to Step Three, the grievant must submit a detailed statement to the APRC and the Employer setting forth the evidence (including a list of documents and a summary of testimony of proposed witnesses) which the grievant intends to submit in support of their grievance. Within twenty (20) days after the submission of the grievant's detailed statement, the Employer may submit a responsive statement to the APRC setting forth its evidence (including a list of documents and a summary of proposed witnesses) in opposition to the grievance. Within ten (10) days after receipt of the Employer's Statement, the APRC shall schedule one or more hearings at which evidence may be presented.

Representatives of the Employer and/or the Association may file written briefs and/or make oral argument in support of or in opposition to the grievance. Said advocacy shall not be denied if and when opted for, and must be considered in final determination to the extent such advocacy is timely submitted and relevant to the issue before the APRC. Briefs must be submitted, to the APRC, within fourteen (14) days of the final hearing date, in duplicate. One (1) copy shall be transmitted to the opposing advocate when all briefs are in. Argument not made before the APRC is discouraged from appearing in the brief for the first time. Such argument may be excluded from consideration by the APRC. Submission of reply briefs shall generally be unavailable. However, upon request to the APRC, based upon argument not made theretofore, reply briefs shall not be unreasonably denied the advocates.

vi. Parameters on Remand:

While the APRC is free to offer recommendation on improved process it shall not direct a schedule of compliance nor impose substantive or procedural regulation of the outcome or the process, beyond that available as codified policy relative to reappointment, promotion and tenure. If on remand, a prior academic judgment is overturned and tenure and/or promotion and/or reappointment is awarded, a grievant shall be made whole by ensuring no contractually guaranteed salary at the rate paid for the new position (i.e., tenure and/or promotion and/or reappointment) at the time of the academic decision overturned is lost to the grievant. This is the only, exclusive restitution available to a grievant under this provision of the Agreement.

vii. APRC Deadlock:

Should the APRC fail, following a total of one hundred and twenty (120) days for investigation and deliberation of the submitted grievance, to determine, through majority decision, the limited issue(s) before it, then and in that event, the parties shall stipulate the record before the APRC and present same to an arbitrator/mediator, selected by the parties or, failing agreement between the parties, by PERC for decision within the guidelines herein established. The arbitrator/mediator shall question the parties for purposes of clarification of the record, however, there will be no other further advocacy allowed. The mediator's/arbitrator's jurisdiction shall be limited to determination as to whether the record before them compels remand under the enabling provision; C., Faculty Tenure; Promotion; Non-Reappointment Grievances, 1.a Grievance Process, above.

viii. Decision Finality with Prejudice:

Remand shall be available only once per academic process determination, based upon the same set of facts. A grievance claiming failed academic process, for the limited enabling reasons set out, above, shall therefore, be heard but once, through to its conclusion as set out herein, unless the grievance is based upon an entirely different claim from that of original grievance and charges a new set of factual errors, omissions or misconduct not in existence at the time of the original grievance.

D. Notice Under This Article:

1. Grievant:

Notice to the grievant shall be deemed to have occurred upon actual receipt by grievant of such notice or five (5) days following posted mailing to the grievant's last known address, through the U.S. mail, whichever first occurs.

2. Employer:

Notice to the Employer shall be deemed to have occurred upon actual receipt by the Employer's designated representative of such notice or, if mailed in the continental United States, five (5) days following posted mailing to the Employer's designated representative at the correct University address for such representative, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the Employer shall only be deemed to have occurred upon actual receipt by the Employer's designated representative.

3. Association:

Notice to the Association shall be deemed to have occurred upon actual receipt by the Association President or expressly authorized designee, of such notice or five (5) days following posted mailing to the Association President or expressly authorized designee at the last known address, through the U.S. mail, whichever first occurs.

4. Academic Process Review Committee (APRC):

Notice to the APRC shall be deemed to have occurred upon actual receipt by the APRC, c/o Provost's Office, of such notice or if mailed in the continental United States, five (5) days following posted mailing to the APRC, c/o Provost's Office, at the correct University address, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the APRC shall only be deemed to have occurred upon actual receipt by the APRC.

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 recesses) and all federal holidays when the U.S. Postal Department suspends regular delivery.

## **ARTICLE VII: ACADEMIC FREEDOM AND RESPONSIBILITY**

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in New Jersey Institute of Technology. Institutions of higher education conduct their activities primarily for the common good and not exclusively to further the interests of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Institutions of higher education are committed to the solution of problems and controversies through rational discussion. Acts of physical force or disruptive acts which interfere with University activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antitheses of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

A. Academic Freedom:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for the pecuniary return should be based upon an understanding with the authorities of the Institution.
2. The teacher is entitled to freedom in the classroom in discussing their subject, but they should be careful to present the various scholarly views related to their subject and avoid presenting totally unrelated material. Limitations of academic freedom because of



religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

B. Academic Responsibility:

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When they speak or write as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and an educational officer, they should remember that the public may judge their profession and their institution by their utterances and should make every effort to indicate that they are not an institutional spokesperson.

**ARTICLE VIII: SICK TIME AND LEAVES OF ABSENCE**

A. Sick Leave:

1. Accrual:

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, Faculty and Instructional Staff members 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.

- a. All unused sick leave may be accrued with no maximum limit, except for Faculty (see 1b below).
- b. On each July 1, Faculty may carry-over no more than 2310 hours of sick leave accrual. Faculty who at the time of ratification (February 6, 2024) 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.

2. Use of Sick Leave:

- a. Sick leave may be used by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the emergency attendance of the employee upon a member of the immediate family

(father, mother, spouse, child, foster child, sister, brother, grandmother, grandfather, or relative residing in the same household) who is seriously ill, or whose spouse is hospitalized due to pregnancy. Sick leave may also be used for dental, optical or medical examination or treatment.

- i. Use of sick leave for spousal care shall include those persons residing in the same household as the eligible employee and continuously living in a proven, singular spousal relationship with the eligible employee. The Employer is entitled to reasonable proof of such relationship prior to sick leave entitlement.
    - ii. Unless otherwise authorized under the provisions of the University's Family and Medical Leave Policy, emergency attendance on a member of the immediate family shall be limited to a maximum of fifteen (15) days per enabling occurrence. Exceptions to this limitation may be authorized only by the Vice President of Human Resources or their designee.
  - b. Medical validation of the need for sick leave will be required when there is specific evidence of abuse of the leave and/or when the leave exceeds five (5) consecutive days or a total of ten (10) days within the fiscal year, as more fully detailed below.
  - c. Sick leave benefits are not available, shall not accrue, nor shall there be any payment in lieu thereof, while any Professional Staff Member is in unpaid employment status with the University. Further, in order to use a banked sick leave day, the Professional Staff Member must be in paid employment status at least one day prior to the sick leave benefit sought.
  - d. Employees whose sick leave accrual is prorated in accordance with Article VIII.A.1, above, will not be charged sick days during periods when they are not normally on payroll.
3. Authorization:
- a. Anticipated Leave:  
Any proper usage of sick leave anticipated in advance must be requested as far in advance as practicable and approved by the employee's immediate supervisor prior to usage. Approval will not be unreasonably denied. Examples of anticipated leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short-term care for an ill member of the immediate family. Within a reasonable period of time following use of sick leave for this purpose the employee upon request by the Employer must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.
  - b. Unanticipated Leave:  
Use of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within

one-half (1/2) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by following such procedure specifically directed by the employee's supervisor to notify the Employer of unanticipated sick leave.

4. Validation:

- a. In accordance with State and Federal regulations, the Employer may preliminarily designate an employee who has been absent for three (3) or more consecutive days or who has exhausted their earned sick leave banks on Family Leave, pending medical certification. Family Leave may at the option of the Employer run concurrently with sick leave usage.
- b. Long term absences for sick leave that exceed the 60 days of Family Leave may be taken thereafter utilizing accumulated sick leave balances, upon submission of medical certification updates to be provided in intervals of not less than every 30 days.
- c. If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness or injury enabling sick leave usage. An employee absent for unanticipated sick leave for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling sick leave usage.
- d. The Employer may investigate cases where there is reasonable suspicion of abuse or patterned absenteeism. If justified, and regardless of the threshold absences set forth in (c) above, the Employer may, upon advance notice to the employee, require medical certification for any future use of sick leave for a period not to exceed one year.
- e. Sick leave taken for purposes of Bereavement, pursuant to provision Article VIII.D. below, shall not be counted for purposes of either the five (5) or ten (10) day validation requirement.
- f. Upon receipt of a specific diagnostic statement from a physician describing a chronic, debilitating illness of an employee, the five (5) and ten (10) day validation requirement shall be waived as a matter of regular course, however, upon reasonable suspicion of abuse following fifteen (15) days usage of sick leave during fiscal year the Employer, the Union and Employee shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an employee suffering from a certified chronic illness must at least once every six (6) months provide the Employer with medical recertification and following fifteen (15) days usage in a fiscal year on account of said illness, provide additional recertification of the chronic illness.

5. Confidentiality of Records:

All medical reports and diagnosis provided pursuant to this Article shall remain confidential and shared with the Department of Human Resources and the Office of

General Counsel only.

6. Unused Sick Leave – Retirement:

- a. Subject to the provisions of N.J.S.A. 11A:6-17 and N.J.S.A. 11A:6-19 through 11A:6-19.1, and rules and regulations promulgated thereunder, a full time member of the Professional Staff or Faculty Member for the period of time in which they officially served in an administrative capacity pursuant to the provisions of a State administered or approved retirement system, and has to their credit any earned and unused accumulated sick leave accrued during service in an administrative capacity shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave only to the extent such is funded by the State.
- b. The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of their retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within one (1) year of the effective date of retirement.

B. Family Leave:

The University maintains a Family Leave Policy that complies with the requirements of Federal and New Jersey law, and such policy is available to employees on its web site at <https://hr.njit.edu/leave-absence>. In the event that the University intends to amend the policy with regard to negotiable terms and conditions, it shall provide the PSA notification of the proposed changes. If the changes are required by changes in extant Federal or State law or regulation, the University may amend the policy accordingly, but shall notify the PSA in advance of any such amendments. In the event that the PSA demands negotiations concerning proposed changes, it shall do so in writing within sixty (60) days, to the Vice President of Human Resources, with a copy to the General Counsel, in which case the parties will proceed with good faith negotiations concerning the proposed changes, consistent with their rights and obligations under law. If the University receives no written demand by the PSA for negotiations within such time, the University may proceed to implement such changes.

C. Parental Leave for Professional Staff and Lecturers:

1. General Conditions:

- a. 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.
- b. Parental leave runs concurrently with Family Leave for “care for others,” e.g., up to a maximum of 60 working days.

- c. To qualify for the enhanced benefit for Lecturers, parental leave must be taken as a consecutive block period of time.
- d. No more than one such leave every twelve months on a rolling “look back” basis.
- e. One leave per event (i.e., multiple births count for one leave).
- f. If both parents are NJIT employees, each may avail themselves of this benefit.
- g. Employees taking leave must be significantly responsible for child care during work hours.
- h. In no event shall compensation from all sources (including family leave insurance benefits) exceed 100% of base pay for the period of leave.

## 2. PSA Staff and Lecturers:

### a. PSA Staff:

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 administrative 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. Lecturers:

- i. 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.
- ii. 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. 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. Bereavement Leave:

##### 1. Benefits:

- a. 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 the PSA unit member's immediate family. PSA permanent part-time employees will be eligible for prorated benefits under this policy.
  - i. 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 days may be taken and shall not be unreasonably denied.
- c. 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.

##### 2. Requests for unpaid bereavement leave shall be 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.

##### 3. Procedure:

- a. Any eligible employee who wishes to take bereavement leave should notify their supervisor immediately. If the employee is granted unpaid time off, the supervisor must notify the Department of Human Resources.
- b. 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.

E. Other Leaves of Absence:

1. Eligibility:

- a. Any employee who is not entitled to or has exhausted other leave benefits may apply for an unpaid leave of absence for a specific period of time, and for a specific purpose.
- b. No employee who is entitled to leave under the New Jersey Family Leave Act or the Federal Family Leave Act shall be denied the right to use any period of leave required under these laws using the procedures set forth in the laws and applicable regulations.

2. Procedure:

- a. All applications for an unpaid leave of absence shall be made in writing. The application shall include a specific statement of the reasons for the leave request, the date on which the leave is requested to begin and the date the leave is requested to end. All requests for unpaid leave of absence shall be made on a timely basis.
- b. Application for leave by Professional Staff Members must be submitted to the employee's immediate supervisor. Application for leave by Faculty or Instructional Staff Members shall be made to the Provost with a copy sent to the individual's Department Chairperson (or Dean where there is no Chairperson). In the event that the reason for the leave requires confidentiality, the employee may submit the application directly to the Department of Human Resources instead of the immediate supervisor, the Provost or their Chairperson/Dean. In that case, the employee shall inform the individual to whom the request would otherwise have been submitted, in writing, that an application has been submitted to Human Resources and shall specify the beginning and ending dates for the leave as requested on the application.
- c. Except where an emergency requires a quicker response, the Employer shall act on the application for an unpaid leave within two (2) weeks from the date of the application and shall provide the employee with its decision in writing. If the request is denied in whole or in part, the reasons for the denial shall be set forth as part of the written decision. Extensions of approved leaves may be requested using the same procedures.
- d. Denial of a request under this Article is grievable only on the limited basis that the Employer had no rational basis for its action.
- e. Any problems arising from the administration of this Article may be referred to the Labor/Management forum for discussion and resolution, if possible.

3. Additional Procedures Applicable to Faculty and Instructional Staff:

- a. Leaves for Faculty or Instructional Staff Members will normally be for a period of one academic year.

- b. All leave time shall be credited to the Faculty or Instructional Staff Member's years of service, and such leave time shall not constitute an interruption of continuity of service. The leave period shall not count as a normal period of employment as to eligibility for promotion, tenure or the attainment of contract expectancy. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.
  - c. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this Agreement. Health care benefits during the period of unpaid leave shall not be paid by the Employer, but may be maintained at the Employee's own expense.
  - d. The returning Faculty or Instructional Staff Member will be returned to the same salary they were receiving before they began their leaves, and in addition shall be entitled to any general salary increases that may have taken place during the intervening period.
  - e. The acceptance of a paid position or contracting for compensated services with another employer while on leave of absence will not affect the provisions of the leave of absence.
4. Reinstatement/Implications Applicable to Professional Staff Members:
- a. The reinstatement provisions set forth herein shall not be unreasonably applied by the Employer nor abused by the employee.
  - b. An employee who is ready and able to return after completion of a short-term leave of a total duration of ninety (90) consecutive calendar days or less shall be returned to their former position or an equivalent position with equivalent pay and fringe benefits including retirement system benefits.
  - c. The Employer will make every reasonable effort to reinstate an employee who is ready and able to return to work after completion of a long-term leave of a total duration of ninety-one (91) consecutive calendar days or more to their former position or a comparable position. Except where otherwise required by law, there is no entitlement to a particular position with the Employer following a long-term leave of absence.
  - d. If at the employee's scheduled return to work, the Employer reasonably determines that reinstatement will jeopardize the health and safety of the employee, other employees or students, and provides the employee with a statement of the basis for its determination, the Employer may require that the employee submit a certification from a licensed professional (doctor, psychologist or other appropriate specialist) attesting to the employee's fitness prior to permitting the employee to resume work.



The Employer may also require examination and certification of the employee for return to work by a physician of its choosing and its own expense prior to reinstatement.

- e. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this Agreement. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.
- f. Accepting employment with another employer while on a leave of absence will result in the forfeiture of the leave and all associated benefits and will result in the immediate termination of University employment, unless such other employment was expressly understood as part of the reason for the leave and approved in advance by the Employer.

F. Active-Service Modified-Duties Policy for Tenured and Tenure-Track Faculty:

NJIT is committed to providing policies and resources to facilitate the opportunity for Faculty to strike an appropriate balance between academic and family life. Often, leave policies find their origins in the illness of an employee, the desire to take a leave of absence without pay, or the Family Medical Leave Act but do not adequately address the unique circumstances of the birth or adoption of a child by tenured or tenure-track Faculty. Career demands can place Faculty members beginning a family, particularly women Faculty, at a potential disadvantage with respect to their peers. No one should be in a position to have to choose between family and profession. Consequently, it is important to have special policies that address the birth or adoption of a child by a tenured or tenure-track Faculty member as compared to leave policies that serve different purposes.

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:

- a. If the birth or adoption takes place during Fall semester, the modified duties period can extend into the Spring Semester for a total of no more than one semester only.
- b. If the birth or adoption takes place in the Spring semester, the modified duties period can extend through that Spring semester only.

- c. If the birth or adoption takes place in the Summer before the start of Fall semester, the modified-duties period can extend through the Fall semester only.
- d. In addition, if the primary care giver is a tenure-track Faculty Member, the Tenure-Track Period (TTP) will be extended by one year, unless the Faculty Member requests, in writing, that there be no such extension. An individual can only be on Active-Service Modified-Duties under this policy twice during their career at NJIT. During the Modified-Duties period, the primary care Faculty member is expected to fulfill student research, advising, and other research responsibilities. The use of the Active-Service Modified-Duties Policy obligates the recipient to serve as a member of the University Faculty for at least one year following the completion of the leave or to reimburse the University for all salary paid during the Active-Service Modified-Duties period.

## **ARTICLE IX: PROFESSIONAL STAFF**

### **A. Employment Basis:**

Professional Staff Members who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. The probationary period for those who are reclassified into a Negotiation's Unit position shall be no more than one year, further reduced by that period of time certified as working at the reclassified level of responsibility and accountability. Following the completion of their initial probationary period Staff members shall, during the next two (2) full years, receive one (1) year contractual appointments. This provision does not apply to Assistant Coaches (See Article IX.A.2). In addition, the following rules shall apply:

- 1. Following the end of the probationary period through the next two (2) consecutive full years of annual or multiyear contractual appointment commencing the first day after the completion of their probationary period, Professional Staff 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).
- 2. Professional Staff Members other than Assistant Coaches assigned full time to a sports team, who have completed their probationary period, and two (2) subsequent consecutive full years of service commencing the first day after the completion of their probationary period, 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.
- 3. Promotion:
  - a. 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.
- b. For employees with Just Cause status: If a probationary period is included as an agreed upon condition of employment for the position, the employee retains Just Cause status after the completion of the probationary period.
  - c. For those employees who have not yet attained Just Cause status: Seniority credit towards attaining Just Cause Status is retained.
  - d. 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, after which time they will again attain Just Cause Status. Just Cause Status may be reinstated immediately upon rehire into a PSA-represented position, or after a period of less than 12 months.
  - e. In cases (b) and (d), the probationary period may be waived at the discretion of management.
- 4. If a Staff person with Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.N of the Collective Agreement, and returns to a PSA position, no new probationary period shall be served. If a Staff person without Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.N of the Collective Agreement, and returns to their previous PSA position, they will, upon return to their previous position, revert immediately to their previous status, without loss of seniority or credit for time served towards attainment of Just Cause Status.
  - 5. If the Administration initiates a reclassification or a transfer into a different/Division, no probationary period applies, and seniority credit towards attaining Just Cause Status is retained.
  - 6. If the Administration initiates reorganization which results in layoff of an employee with Just Cause Status, and the employee bumps into a new position, or is recalled to a new position after layoff, such employee shall serve a six (6) month probationary period after which Just Cause Status shall apply. In such cases, where the employee has not yet attained Just Cause Status, but has completed their probationary period in their previous position, upon completion of a six (6) month probationary period in the new position their seniority credit towards attaining Just Cause Status shall be restored. The six (6) month probationary periods under this provision may be waived.

7. The Employer shall provide the Association with written rationale for a reorganization based position deletion for any position holding Just Cause Status. The content of this rationale shall not be grievable.
8. The decision whether to waive the probationary period, or any portion of a probationary period, under Article IX.A., is a non-grievable discretionary decision. The PSA shall receive formal notification of any waivers given pursuant to these provisions.
9. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff employee. Layoff due to reorganization-based position deletion must be preceded by sixty (60) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff member. Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.
10. A Professional Staff Member without Just Cause Status shall be entitled to at least thirty (30) calendar days' notice of non-reappointment. In lieu of the thirty (30) calendar days' notice requirement, the Employer may, in its discretion, provide equivalent salary compensation to the employee, waive the notice requirement and release the employee from all employment responsibilities.

B. Assistant Coaches:

1. Notwithstanding Article IX.A.1, above, Assistant Coaches (defined as being assigned full-time to a sports team listed below and having not attained Just Cause as February 6, 2024) 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:

Sport Season	Fall	Winter	Spring
Contract Year	February 1 to January 31	May 1 to April 30	July 1 to June 30
	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 have already earned Just Cause status as of February 6, 2024 shall retain it.
3. Assistant Coaches shall be notified of any non-renewal at least 30 days prior to the end of their contract period, and their last day of payroll shall be 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 (b-e), 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 Championship--\$500
  - c. NJIT qualifies for NCAA or other post-season national tournaments--\$500
  - d. NJIT wins an NCAA or post-season national tournament game--\$250/game
  - e. NJIT wins the NCAA or post-season national tournament--\$1,000

C. Hours of Work:

1. General Business Hours: 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:

- a. 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.
- b. 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.
  - i. 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.
  - ii. 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.
- c. 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.
- d. 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.

- e. 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.
- f. 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.

3. Release Time:

Professional exempt staff are expected to work the equivalent of the hours of operation set forth in Article IX.C.1, and certain positions carry the expectation of some evening or weekend work, in addition to the general hours of operation, as part of the job description. For example, certain periodic University functions occur at night or on weekends. Where work demands require employees to work substantially beyond regular business hours and beyond the defined expectations of the job, such employees may be afforded release time (time off without debit of leave banks) with the approval of both the employee's supervisor, and the appropriate Department or Division head.

4. Individual Flex-time Schedules:

Individual flexible time reporting schedules deviating from the standard workday may be adopted, provided that they are consistent with business necessity and do not impair University operations. Such individual flex-time schedules either altering the starting and ending time, or reducing reporting from five days to four days must be agreed to by the employee and their supervisor and approved by the Vice President of Human Resources, who shall keep a record of all approved flexible time arrangements for unit members. Such reporting structures must meet the following minimum standards:

- a. The schedule must accommodate NJIT's business interests in providing greater service to its constituencies.
- b. No flex-time schedule will be approved that reduces the minimum number of hours worked in the work week.

- c. The work week will consist of at least four (4) days, and will not be subject to further reduction in days during summer months.
- d. Where a choice of flexible hours cannot be made available to all employees within the same Negotiations Unit, the most senior member of the unit will be given the right of first refusal on flexible scheduling, provided that such employee is in good standing.
- e. Flexible schedules may be ended, at the discretion of the University, upon two (2) weeks' minimum notice.
- f. It is expressly understood that no flex-time arrangement shall in any way alter the expectations outlined in the unit members' position description (except as may be required as a "reasonable accommodation" to a disability defined by State and Federal law). Further, it is understood that the granting of a flex-time arrangement shall not change situations where the employer, in its sole discretion, may extend the work hours of an employee as necessary.

#### D. Staff Remote Work:

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

- 1. Discussions concerning possible RWAs can be initiated by the Employer or by unit members.
- 2. 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.
- 3. 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.



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

a. Regular and recurring hybrid remote work schedule:

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.

b. Flexible:

Remote work days are permitted and can vary on a week to week basis depending on the work demands of the department/division

c. Full time remote work:

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.

E. University Closures:

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.

F. Annual Evaluations:

1. Each Professional Staff Member's supervisor must annually complete a written evaluation and provide a copy to the employee. This must be completed by:

a. September 1, 2023 for the Evaluation period July 1, 2022 to June 30, 2023;

b. September 1, 2024 for the Evaluation period July 1, 2023 to June 30, 2024;

c. April 1, 2025 for the Evaluation period July 1, 2024 to March 31, 2025;

d. April 1, 2026 for the Evaluation period April 1, 2025 to March 31, 2026.

2. Within ten (10) working days after receipt of the written evaluation, each Professional Staff employee shall have an annual, performance based, evaluation conference with their supervisor. Both employee and supervisor must sign the evaluation which will then be

placed in the employee's personnel file within five (5) working days of the meeting. There will be a standard evaluation format used. A sample of an evaluation form using this format is attached hereto as Appendix A. The employee may provide a written commentary, including rebuttal, concerning the evaluation and forward it to the Department of Human Resources where it will be placed in the employee's personnel file and become appended to the performance evaluation. The Association shall be granted timely access to all performance Evaluations completed for members of the Professional Staff, including but not limited to the PSA Staff Evaluation Form (Appendix A) and the PSA Staff Exceptional Performance Recommendation Form (Appendix B).

#### G. Discipline:

1. Discipline shall mean a verbal reprimand, written reprimand, a suspension without pay, a demotion, or discharge. Following the end of their probationary period, no Professional Staff Member may be disciplined except for just cause. Non-renewal of an employment contract of a Professional Staff Member without Just Cause Status shall not be considered disciplinary and shall not be grievable. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed as discipline.
2. Just cause for discipline, which is applicable to both contract employees and those with Just Cause Status, shall include but not be limited to violation of University rules, regulations, policies and procedures, poor/inadequate job performance, and job abandonment. This list of causes is not exclusive and discipline may be imposed for any cause or circumstances amounting to just cause. Progressive discipline need not be followed for serious misconduct.

#### H. Vacation Leave:

1. Vacation Allotment:

Employees shall be granted an annual paid vacation for use in accordance with this provision on the following basis: Professional Staff shall be entitled to a vacation earned at the rate of one and two thirds ( $1\frac{2}{3}$ ) days per month of employment, from the date of hire, not to exceed twenty days per fiscal year, which for payroll purposes is accounted as one hundred and forty hours (140) per year on University records. Vacation leave is administered on a fiscal year calendar. The University's fiscal year is July 1st through June 30th of the following year.

2. Vacation Use:

While use of vacation accrual is based upon mutual agreement of the Employer and the employee, full usage is both expected and encouraged in a properly scheduled manner, giving appropriate consideration, for workload issues. Vacation shall be scheduled and taken at a time and at intervals that are mutually agreeable to the employee and that employee's designated supervisor, except and only where superseding law and policy

allow vacation to be unilaterally invoked by the employee (e.g. when taking Family Leave). It is therefore expected that vacation will be requested of that employee's supervisor well in advance of the desired use by an employee, where possible, so that the absence can be planned for and the regular workflow is minimally disrupted.

- a. It is expected that supervisors will maintain a fully updated vacation record, showing unused accrual and usage, and will take a proactive role in scheduling vacation usage in a manner that is mutually beneficial to the University and its employees.
- b. Vacation may be used in half days, full days, or consecutive days in a manner that permits operations flexibility and no significant disruption in University service.
- c. Nothing herein relative to hourly accrual of vacation time pursuant to University records shall be construed by NJIT to remove exempt status from those employees deemed exempt under law by virtue the nature of their employment duties.

3. Vacation Carryover:

Professional Staff shall be entitled to accrue and carry over into the next fiscal year up to a maximum of twenty-five (25) unused vacation days or one hundred seventy-five (175) hours remaining at the end of any fiscal year. Unused, accrued vacation over the maximum shall be forfeited at the beginning of the next fiscal year.

4. Vacation Payout:

- a. Upon separation from employment, unused vacation accrual computed at the daily rate of the salary of the separating employee at the time of separation will be handled as follows:
- b. No payout of accrued vacation leave is available for any Negotiations Unit member except that a Negotiations Unit member who separates from employment as a result of layoff, pursuant to Article IX.M.2, will receive up to twenty days of pay (or 140 vacation hours) for unused vacation allotment. In the event that a Negotiations Unit member receives notification of non-reappointment to their contractual position, they may use up to twenty vacation days (or 140 hours) prior to their termination date, which days will be scheduled with the approval of their supervisor. In the event a Negotiations Unit member has more than twenty accumulated vacation days, they may use any additional vacation leave time, with the consent of their supervisor. In the event a Negotiations Unit member gives written notice of resignation or retirement, not less than two (2) weeks prior to the planned date of separation, they shall be permitted to use up to ten (10) days (or 70 hours), of accumulated but unused vacation time at any time prior to the date of separation.

I. Holidays:

1. The Employer shall provide the following paid holidays to full-time Professional Staff Members of the Negotiations Unit:
  - a. New Year's Day
  - b. Martin Luther King Jr. Day
  - c. Good Friday
  - d. Memorial Day
  - e. Juneteenth
  - f. Independence Day
  - g. Labor Day
  - h. Thanksgiving Day
  - i. Friday after Thanksgiving Day
  - j. Christmas Day
2. In the event any one (1) or more of the regular paid holidays above listed, falls on a Sunday, the holiday shall be observed on the following Monday. In the event any one (1) or more of the regular holidays above listed, falls on a Saturday, the holiday shall be observed on the immediately preceding Friday.
3. The four (4) regular weekdays falling between the Christmas and New Year's holidays shall be paid University holidays provided to all full-time Professional Staff Members of the Negotiations Unit whose service and attendance is not deemed essential to University operations during this period.
  - a. Those Negotiations Unit members whose attendance is required during all or part of said period shall be provided one floating holiday for each day of service to the University, up to the maximum four (4) days provided by this provision. Rules for use of floating holidays shall be governed by those applicable to Administrative Leave, as provided under provision J., Administrative Leave, below, of this Agreement.
  - b. Prerequisite to required attendance during this period shall be the provision of written notice to all affected Negotiations Unit members on or before December 1st of each year.
4. The ten (10) named holidays provided under provision I.1, herein, and the other four (4) holidays provided under provision I.3, herein, constitute the entire paid holiday schedule provided by the Employer.
5. It is expressly intended and understood that there are no additional paid days available to Professional Staff Members of the Negotiations Unit, except as expressly provided by other provisions of this Agreement.

6. Professional Staff Members of the Negotiations Unit on less than twelve (12) month annual contracts shall not be entitled to payment for holidays falling during a contractual break in employment.
7. The holiday benefits, provided herein, are not available, shall not accrue, nor shall there be any banking or payment in lieu of the provided holiday scheduled, while any Professional Staff Member is in unpaid employment status with the University. Further, in order to receive each or any of the holiday benefits, herein provided, the employee must be in paid employment status at least one (1) day prior to and one (1) day after the holiday benefit sought.

J. Administrative Leave:

1. A newly hired Professional Staff Member of the Negotiations Unit shall be entitled to one-half ( $\frac{1}{2}$ ) day or three and  $\frac{1}{2}$  hours of administrative leave after each full calendar month of employment, to a maximum of three (3) full days or twenty-one (21) hours during their first fiscal year of full-time Professional Staff employment.
2. The Employer shall annually provide three (3) administrative leave days to all Professional Staff Members of the Negotiations Unit on twelve (12) month contracts, upon entering their second or subsequent fiscal year of full-time Professional Staff employment.
3. Professional Staff Members of the Negotiations Unit employed on less than a twelve (12) month basis shall be entitled to a prorated benefit adjusted to the proportion of the schedule they are normally scheduled to work, relative to a full-time twelve-month schedule.
4. Administrative leave days cannot accrue beyond three (3) days at any time and cannot be carried over beyond the fiscal year in which they are provided, pursuant to this provision.
5. Administrative leave days are not available, cannot accrue, nor shall there be any payment in lieu thereof, while any Professional Staff Member is in unpaid employment status with the University. Further, in order to use a banked administrative day, the Professional Staff Member must be in paid employment status at least one (1) day prior to and one (1) day after the administrative leave benefit sought.
6. Requests for administrative leave must be requested and approved in advance, except in the case of emergencies, and will not be arbitrarily denied. Such leave may be used for religious observance or days of celebration, personal affairs, or emergencies. Priority in granting such requests shall be 1) emergencies; 2) religious observance or days of celebration; and 3) personal affairs.

K. Professional Staff Sabbatical Leave:

1. Professional Staff Members of the Negotiations Unit shall continue to be eligible for sabbatical leaves. The individual shall submit requests for such leave accompanied by a

detailed proposal of sabbatical activity to their supervisor for recommendation and comment. The appropriate area Vice President shall either approve or disapprove all requests on the basis of the relevance of the proposal to the University and the ability to release the individual for the period of time requested. A rejection of a sabbatical application shall be in writing with the rationale for the rejection cited.

2. Decisions of the University relative to this provision shall not be grievable.

L. Professional Staff Professional Development:

1. 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.
2. Professional Development includes:
  - a. Conferences, workshops and trainings, including costs related to registration, travel, and room and board and any other reasonable expenses.
  - b. Online conferences, workshops, trainings, and certificate programs.

M. Seniority:

1. Recognition:
  - a. New Professional Staff Negotiations Unit members shall be entitled to seniority after completion of their probationary period. Subject to the provisions of controlling Collective Negotiations Agreement, all Professional Staff starting from their second (2nd) consecutive annual employment contract in the same job classification, shall be entitled to seniority service credit, retroactive to the initial date of hire into said specific job classification. Service credit shall be computed and earned at the rate of one (1) day of service credit for each day in active employment status. Any period of authorized leave with pay afforded pursuant to Collective Negotiations Agreement, shall not cause a break in seniority credit computation. Professional Staff employees on less than a full twelve (12) month basis shall receive seniority service credit on a pro rata basis specific to their annual schedule.
  - b. Except as expressly noted herein, seniority service credit in a new classification commences on the effective date of transfer. Seniority service credit in the former classification shall also continue to accrue after the transfer for a period of five (5) years. In the event of a transfer back to the former classification within the five (5)

year period, the employee shall be credited with all accrued seniority in that position. In the event of a transfer back to the former classification after the five (5) year period, the employee will not be entitled to accrued seniority service credit in the former position. Seniority service credit shall not be broken by reclassification of a position held by an incumbent. Seniority service credit shall be deleted upon loss of employment for any other reason whatsoever.

- c. Seniority recognition and its effect, in no way alters the contractual basis of employment for Professional Staff who have not yet attained Just Cause Status. Neither does it alter the probationary status of employees in their first year of employment in a Negotiations Unit position except as specifically set out under provision 2. Layoff, and provision 3, Recall, below.

2. Layoff:

- a. If and when a reduction or reorganization in the workforce is necessary, following at least thirty (30) calendar days' notice, for fiscal necessity-based layoffs inclusive of opportunity for the Group Review Committee to respond and sixty (60) calendar days' notice for reorganization-based layoffs, layoff shall occur through deletion of Professional Staff position(s) as determined by the Employer.
- b. Within seven (7) calendar days of the receipt of official written notice of layoff due to a reduction or reorganization in the workforce, a University funded employee shall be specifically permitted to submit, in writing, application for and then receive good faith review of up to five (5) continuing positions whose incumbents are University funded and hold the least seniority in the same generic position classification from which the laid off employee holds greater seniority. Employees who have completed three full years of service in (a) the same grant-funded position; or (b) different Association-represented positions under the same grant funding source, are eligible to participate in the bumping process outlined herein. Employees who have not completed three full years of service as outlined above do not have bumping rights, regardless of the length of other University funded employment.
- c. The Employer shall consider all requests to bump in order of seniority service of the applicant. The Employer shall determine whether the applicant is qualified to bump the least senior employee in the positions applied for. If the Employer determines that the applicant is not qualified to bump in that position, the Employer shall determine whether the applicant is qualified to bump the next least senior employee in the positions applied for. This process shall continue until the applicant is deemed qualified for a bump or all five (5) positions have been considered.
- d. If the displaced employee is determined to hold the qualifications for the position reviewed, the employee shall be permitted to exercise their seniority rights to displace an employee with less seniority in the generic job classification for which the employee currently holds seniority or for which the employee holds seniority service credit accumulation, in the job classification from which a position was held

immediately prior to the current job classification from which the employee is being laid off.

- e. The Employer retains its right to determine whether an employee possesses the qualifications to fill the position into which they seek to bump. Qualification determination shall be based upon the qualifications set out by the position description, as may be amended from time to time, as matched with the bumping applicant's qualifications and performance record. Consideration of performance as negatively affecting qualifications herein, shall be restricted to a formal performance record that is officially, and in writing, less than satisfactory overall or a performance record evidencing active disciplinary status. Within seven (7) calendar days of receipt of notification that a bumping applicant is not qualified for a position sought, the Association may submit a written request for review to the Position Review Committee. The Position Review Committee shall issue its recommendation to the Vice President of Human Resources or their designee, not later than seven (7) calendar days after submission by the Association. The Vice President of Human Resources or their designee, shall, in good faith consider recommendation(s) made pursuant hereto, prior to final determination. The determination by the Vice President of Human Resources or their designee is final and binding on the issue of the right to bump the position in issue.
- f. The Position Review Committee of three (3) serve one (1) year terms to end on June 30th of each year and shall review all bumping applicants submitted by the Association to it. It shall be selected as follows:
  - i. Two (2) members are to be selected by the Association.
  - ii. One (1) member to be selected by the Employer.
  - iii. Members may be from among the University's entire employment pool.
- g. An applicant who is successful at bumping into a new position shall be required to complete a new six (6) month probationary period. This probationary period may be waived for employees with Just Cause Status. A decision to waive all or part of the probationary period is a non-grievable discretionary decision. The probationary period attendant to a successful bumping applicant or to an employee recalled to a position other than the same position from which laid off (See "Recall", below) shall be limited to performance concerns. In any event, except as expressed and limited by this provision only, below, dismissal during a probationary period is not grievable. A successful bumping shall mandate that the probationary employee be given the first ninety (90) days of probationary appointment to assimilate departmentally specific knowledge while performing in the new job and therefore a successful bumping applicant shall not be dismissed from employment during the first ninety (90) days of their probationary contract of employment, unless there is, at least, an expressed rational basis related to poor performance, in which case the Association may grieve only the existence of a rational basis for dismissal during this period.



- h. A successful bumping by an employee without Just Cause Status shall result in a 6-month probationary contract in the new position. For an employee who has not yet completed a full calendar year of employment in a PSA position, a successor contract of employment, after the initial 6-month probationary contract, in no way modifies their probationary period pursuant to Article IX.A.1. In such cases, where the initial 1-year probationary period has not been completed, notwithstanding the fact there may be an annual contract in effect on the date that the probationary period is completed, they will complete their probationary period upon completion of one calendar year of total service pursuant to Article IX.A.1. If the employee would be eligible for Just Cause Status after the completion of their 6-month probationary period in their new position, however, but for the need to complete the six (6) month probationary period, they will attain such Status upon completion of the 6-month probationary period.
  - i. Any bumping which results in displacement of an employee in a higher salary classification shall result in the successful bumping applicant receiving the step on the new range closest to their salary step on the previous range.
  - j. 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.
  - k. Whether a Professional Staff Member is qualified for any specific vacancy shall be determined by Human Resources and the Hiring Manager. If they are deemed not to be qualified they will receive a written rationale for this determination. This determination is not subject to challenge through the grievance procedure.
  - l. Any laid off Professional Staff Member placed into a vacant position shall serve a six (6) month probationary period in that position.
  - m. Except as specified in the provisions of Article IX.M.2 governing laid off members applying for vacant position, these provisions shall not alter bumping rights that Professional Staff Members have pursuant to this Article, e.g., a request to be considered for an open position (or positions) will not count towards the five (5) positions that a laid off Professional Staff Member may designate as positions that they wish to be considered for in connection with their bumping rights.
3. Recall:
- a. In the event that the Employer revives the same position which was deleted within eighteen (18) calendar months from the date of the layoff, the employee on layoff from that position shall be entitled to recall. No new probationary period shall be required. An employee without Just Cause Status recalled under this provision shall be entitled

to an employment contract to expire at the end of the fiscal year in which recalled. An employee who previously had Just Cause Status who is recalled under this provision shall be entitled to an immediate resumption of that Status.

- b. In the event that any positions become available within a period of eighteen (18) calendar months from the effective date of layoff, employees shall be entitled to recall to a job opening from the generic job classification from which laid off, if it is determined, in the same manner as applies to successful bumping, that the employee holds the requisite qualifications for the position. An employee recalled to such position classification other than to their former position shall serve a six (6) month probationary period as outlined under Article IX.M.2, "Layoff", above, except that there shall be no grievable issue under any circumstances whatsoever during said probationary period. This probationary period may be waived for employees with Just Cause Status. A decision to waive all or part of the probationary period is a non-grievable discretionary decision. An employee without Just Cause Status recalled under this provision shall be entitled to a probationary contract of employment to expire at the end of the fiscal year in which recalled. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period. If, however, the recalled employee would be eligible for Just Cause Status upon commencement of a new fiscal year contract, but for the need to complete the six (6) month probationary period, they will attain such Status upon completion of the probationary period, in accordance with the provisions of Article IX.A, notwithstanding the fact there may be an annual contract in effect on the date that the probationary period is completed.
- c. Once contacted for recall, an employee must accept the proffered position within one (1) week of offer or apply for recall review within one (1) week of contact by the Employer, as the recall situation may be, or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.
- d. A recalled employee must fully return to a recalled position within one (1) month from date of offered recall or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.
- e. Notice activating the recall response and/or return timeliness shall be considered the earlier of actual verified receipt of notice via telephone or in person or, alternatively, five (5) days following certified and regular posted mailing to the employee's last known address.
- f. Employees on recall roster who are otherwise employed at NJIT or who refuse the proffered recall shall be removed from the recall roster and all rights to recall under this Agreement shall be immediately extinguished.
- g. Employees who are on layoff are not entitled to have or and do not accrue any rights or benefits at NJIT, except the right to recall provided herein and any rights mandated by law.

N. Acting Capacity:

When an employee is temporarily, formally assigned to work in a higher job classification specifically encompassing all responsibilities and accountability inherent therein, for a period of more than ten (10) successive work days, due to the absence of the incumbent in such classification, the employee so working shall receive compensation at the rate of the higher job, retroactive to formal appointment, unless the job description of the formally assigned subject employee's job specifically includes, in its description of responsibilities the duty to act in behalf of or in the stead of the absent incumbent in which case the waiting period shall be thirty (30) successive work days and payment shall be prospective only.

O. Meal Reimbursement:

When a Professional Staff Member of the Negotiations 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. The receipt must be verified by the supervisor of the requesting Professional Staff Member as to the directed additional time. 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.

P. Anniversary Date:

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

Q. Resident Life Staff Parking:

Professional Staff Members who are employed full-time, on either ten (10) or twelve (12) month residential life employment contracts that include necessary residence on University premises, will be provided with parking privileges at no cost. This privilege is not transferrable.

R. Compensation:

1. General:

- a. For all four (4) years of the Agreement all increases in salary shall be based on the Compensation Program as set forth below. The salary pooling percentage for each year shall be calculated as follows, on May 1st preceding the applicable year of the increase:
  - i. Fiscal Year 2024 - Year 1 – 4% of the eligible Professional Staff salary base.
  - ii. Fiscal Year 2025 - Year 2 – 4% of the eligible Professional Staff salary base.
  - iii. Fiscal Year 2026 - Year 3 – 4% of the eligible Professional Staff salary base.
  - iv. Fiscal Year 2027 - Year 4 – 4% of the eligible Professional Staff salary base.
- b. The effective dates for salary increases are as follows:
  - i. Year 1: July 1, 2023
  - ii. Year 2: July 1, 2024
  - iii. Year 3: July 1, 2025
  - iv. Year 4: July 1, 2026
- c. The applicable salary matrix shall be as set forth in Appendix C. The salary minimum shall be increased to no less than \$60,000 effective July 1, 2023. For the Professional Staff matrix, the maximum salary caps shall increase by 4% on July 1, 2023 and July 1, 2024, 2% on July 1, 2025, and subject to further negotiation, and by a minimum of 2% on July 1, 2026. The salary minimums shall increase in each year by the Needs Improvement rate, as calculated annually in Article IX.R.2.f or g. Individual salary increases above the applicable range shall be paid in cash. All staff members will be paid no less than the then-existing minimum rate for their position commencing on their date of hire.
- d. For purposes of determining individual salary increases, all Professional Staff Members will be evaluated using the Professional Staff Evaluation Form attached as Appendix A. In addition, a form entitled “PSA Staff Exceptional Performance Recommendation Form,” (Attached as Appendix B), will be used.
- e. Each year of the Agreement, a portion of the compensation pool shall be used to reward performance in the category of “Exceptional”, and up to 20% of the eligible Professional Staff population at each Vice President level may qualify for such awards. This 20% may be calculated by rounding up to the higher whole number in each VP area (e.g., if a VP area has nine (9) eligible employees, that VP is capped at two (2) employees receiving an “Exceptional” rating). Those placed in this category shall be those with the highest level of documented performance in comparison with their peers during the year of review.
- f. In each year no more than 4% of the total Professional Staff Members in the Negotiations Unit can be placed in the “Needs Improvement” category for

compensation purposes. 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.

2. Professional Staff Salary Increase Program:

Each year of the compensation package shall be calculated and distributed as follows:

- a. Calculate the total May 1<sup>st</sup> 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 fixed 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 fixed 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 formula for either percentage-based increases (point f) or dollar-based increases (point g) are set forth 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:
- i. 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.

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

- ii. 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:
- i. 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

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

- h. 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.

### 3. Evaluations:

- a. Evaluations must be given to the employee no later than April 1 of each year. Awards should be finalized, and increases distributed no later than the first pay period in July of each year. If all evaluations for Professional Staff Members in any Vice-Presidential area are not given to the employees by the April 1st deadline for the year in question (with the exception of circumstances where the fact that an employee is on sick leave or family medical leave makes it unreasonably difficult to complete their evaluation by this date), the merit program will not be implemented in that area and all Professional Staff Members in that area shall receive Meets

Requirement rating in order to calculate salary increases for the year in question. If awards are not finalized and distributed for all Professional Staff Members at NJIT by the first pay period in July of the year in question, then the merit program will not be implemented in any Vice-Presidential area, and all Professional Staff Members shall receive across-the-board increases equal to the fixed percentage or fixed dollar amount, per Article IX.R.2.c for the year in question. In such event, however, the evaluations shall remain effective for other purposes subject to any rights to challenge such evaluations that employees may have under the Agreement.

- b. These deadlines shall not apply in extraordinary circumstances beyond the control of the parties, which could not be reasonably foreseen, and which renders the administration unable to meet its obligations, which may include, depending on the scope and length of the incident, “acts of God” (i.e. exceptional weather conditions like hurricanes, floods, earthquakes that cause the closure of the University), riots, explosions, accidents, computer outages, strikes, chemical contamination, acts of governmental authorities, and the like. In such event, the parties will work in good faith to establish reasonable extensions to the timelines in order to complete the contractual obligations in a timely manner. A list of those receiving “Exceptional” Awards and supporting written documentation shall be provided to the PSA. Commencing July 1, 2025, those designated as “Exceptional” must be notified on or before July 1 of each year.

S. Professional Staff Merit Appeal Process:

1. Any Professional Staff Member given a Needs Improvement designation for any given year of the Agreement may file an appeal. In addition, any Professional Staff Member placed in the “Meets Job Requirement” category, for a year for which there is a salary increase, shall have the right to file an appeal, but such merit appeals may be filed for no more than 10% of staff falling into the “Meets Job Requirement” category. If more than 10% want to file appeals the PSA will determine which appeals will proceed.
2. Grounds for a merit appeal shall be:
  - 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.
3. Individual appeals should set forth the specific bases on which the appeal is being filed, and must be filed no later than 25 days following the date on which the University mails formal notification of an award, or the failure to receive an award. The University will retain proof of mailing to each staff member’s last known address, and will provide electronic notification of the award to Professional Staff Members and the PSA on or before the date it is mailed. Days shall be defined in accordance with the definition in Article VI.D.5 of the Agreement.

4. In order to prevail on an appeal an individual Professional Staff Member will have to establish that an appealable violation, as defined above, occurred, by a preponderance of the evidence.
5. 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; however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
6. The exclusive avenue for the review of individual awards shall be through the appeal process as referenced herein. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement.
7. Initially all appeals must be considered by the divisional Vice President in consultation with the supervisor(s) who may grant or deny the petition within 14 days (as defined in Article VI.D.5) of the appeal being filed. If the appeal is granted or otherwise resolved, any additional award shall be deducted from the next available performance pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
8. If the appeal is not granted, or otherwise resolved, within 14 days (as defined by Article VI.D.5) of when it was filed, and the individual wishes to pursue an appeal, it shall be handled in accordance with the following process.
  - a. Such individual will file a notice of intent to pursue the appeal within 14 days (as defined by Article VI.D.5) of when they receive notice that the appeal below was not granted. A Professional Staff Merit Appeals Committee shall be established to hear Professional Staff Merit appeals. The Appeals Committee shall consist of two (2) members chosen by the administration and two (2) members chosen by the Association. It shall make decisions, by majority vote, on the basis of the provisions of Article IX.R.
  - b. In cases where the Committee is deadlocked, the Association may, at its discretion, elect to pursue the matter to binding arbitration. In cases which are brought to arbitration the cost for the arbitrator shall be divided equally between the University and the Association. The parties shall select an arbitrator to hear all appeals advanced to arbitration by the Association.



## **ARTICLE X: TENURED AND TENURE-TRACK FACULTY**

### **A. Notice of Non-Reappointment:**

1. The following time standards shall be applied by the Employer for written notification of non-reappointment to non-tenured members of the tenure-track Faculty:
  - a. Not later than March 1st during the first year of service shall a tenure-track Faculty Member be notified of non-reappointment at the completion of that first academic year.
  - b. Not later than January 15th during the second year of service shall a tenure-track Faculty Member be notified of non-reappointment at the completion of that academic year.
  - c. Not later than June 30th during the third, fourth or, fifth year of service shall a tenure-track Faculty Member be notified of non-reappointment in which event they shall receive a terminal contract ending the subsequent academic year.

### **B. Compensation Plan for Tenured and Tenure-Track Faculty other than Administrators:**

1. Salaries for twelve-month Faculty appointments shall be arrived at by adjusting the academic year salaries by fifteen Percent (15%) for the duration of a Twelve-month appointment
2. The salary pooling percentage for each year of the Agreement shall be calculated as follows, on June 30th of the applicable year of the increase
  - a. Fiscal Year 2024 - Year 1 – 4% of the eligible Faculty salary base.
  - b. Fiscal Year 2025 - Year 2 – 4% of the eligible Faculty salary base
  - c. Fiscal Year 2026 - Year 3 – 4% of the eligible Faculty salary base
  - d. Fiscal Year 2027 - Year 4 – 4% of the eligible Faculty salary base
3. The effective dates for salary increases are as follows:
  - a. Year 1: July 1, 2023
  - b. Year 2: July 1, 2024
  - c. Year 3: July 1, 2025
  - d. Year 4: July 1, 2026

4. For the duration of the Agreement there will be no salary caps. Salary minima are set forth in Appendix D.
5. In years 1 and 2 of the Agreement, no one shall receive a total salary increase of more than 1.5 times the average award. In years 3 and 4 of the Agreement, no one shall receive a total salary increase of more than 1.5 times the average award of those who submitted their two-page summary for merit and discretionary awards.

C. Compensation Impacted by Leaves:

1. Full Year Sabbatical: Those on full year sabbatical will receive an increase based on an 85/15 ATB/Discretionary split.
2. One Semester Sabbatical: Those on sabbatical for one-semester will participate in the Salary Increase Program. For the merit portion of the program, their teaching and service scores will be based on the semester in which they were not on sabbatical.
3. Active Service Modified Duty: 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.
4. Paid Leave: Those on paid leave of less than a full academic year will participate in the Salary Increase Program. If the paid leave is for a full academic year, they will receive an increase based on an 85/15 ATB/Discretionary split.
5. Approved Discretionary Leave: Those on any approved discretionary unpaid leave of less than a full academic year will participate in the Salary Increase Program. If the unpaid leave is for a full academic year, they will receive an increase based on an 85/15 ATB/Discretionary split.
6. Faculty Members on sabbatical leave, approved medical leave, modified duties, or an approved discretionary leave pursuant to the provisions above, shall have their salary counted as part of the Salary Pool.

D. 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.

1. 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:

- a. 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).
  - b. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2024 and 2025 Fiscal Years.
  - c. 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.
  - d. Distribute to each eligible faculty member no less than  $0.85 * S_p / N$  dollars in ATB increases.
  - e. 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)
  - f. 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.
2. Years 3 and 4: All salary increases shall be distributed as follows:
- a. On June 30 (2025 and 2026), calculate the total annual salaries of all University faculty who are on the roster to form the Salary Pools (S).
  - b. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2026 and 2027 Fiscal Years.
  - c. 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.
  - d. 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  $23 * S_p / N$
  - e. 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 3, below) and the remainder would be allocated to Discretionary pool to be distributed in dollar amounts.

- f. 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.
    - g. 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.
3. The Department-based Merit system is as follows:
  - a. 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 the merit portion of the increase will be allocated in equal dollar amounts to all eligible faculty. The Discretionary amount remains at no more than 15%.
  - b. 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 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 d below.
  - c. 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.

- d. 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). The total number of points an individual can receive is rounded up to 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.

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

- e. 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.
4. 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.
  5. 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. 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.
  6. 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 two-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 two-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).

7. 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.
  - a. By August 1, the Administration (Provost's Office) must notify the Faculty of the requirement to submit their two-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.
  - b. By the first Friday in September, faculty must submit their two-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 summary by the first Friday in September are, by default, not eligible for Merit or Discretionary consideration.
  - c. 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.
  - d. By October 1, the Department Chair sends their merit score determination for members of the Merit Committee to those individuals with written rationale.
  - e. 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.E.2.
  - f. By October 15, the Merit Committee sends the merit scores to the Chairperson who transmits it to the Dean.
  - g. 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.
  - h. 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 (see Article X.E.3, below) is deadlocked, decides on any appeals.

- i. By November 1, the PSA receives preliminary distribution including written rationale and provides initial feedback on or before 8.
- j. Salary increases and retroactive payment shall be made no later than the second full pay period of November of each applicable year.
- k. 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.

E. Faculty Merit Appeal Process:

- 1. The exclusive avenue for the review of individual awards shall be through appeals filed pursuant to the following provisions. Individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.
- 2. Individual faculty may appeal their merit score determination on the following grounds:
  - 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.
- 3. A faculty member who believes they have grounds for an appeal, must provide, in writing the basis for their appeal and also explain, when the appeal is filed pursuant to E.2.a or E.2.b, 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.
  - a. Written appeals will be sent first to the Merit Committee that initially determined that faculty 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 member continues to believe there are grounds for an appeal based on 2.a-c, above, 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 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. The Administration's and the PSA's designees shall have the authority to resolve appeals on behalf of the respective parties. 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. Compensation Plan for Academic Administrators:

1. Academic Administrators for purposes of Article X shall be defined as Administrators with Faculty rank who perform administrative services and who receive a stipend for such services and/or have no teaching load, e.g., Department Chairs. All other Faculty in the PSA Negotiations Unit who perform administrative services shall be included in the Faculty pool and shall be compensated in accordance with the provisions of Article X.B.C. and D above.
2. 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. The salary pooling percentage for each year shall be as follows:
  - a. Fiscal Year 2024--Year 1—4%
  - b. Fiscal Year 2025—Year 2—4%
  - c. Fiscal Year 2026—Year 3—4%
  - d. Fiscal Year 2027—Year 4—4%
3. The effective dates for salary increases are as follows:
  - a. Year 1: July 1, 2023
  - b. Year 2: July 1, 2024
  - c. Year 3: July 1, 2025
  - d. Year 4: July 1, 2026
4. Academic Administrators Merit Program:
  - a. Eligibility (One Full Year) Defined: At least one (1) academic year of Faculty service and one-half (1/2) fiscal year of supervisory/administrative service, immediately preceding the year of award, are prerequisite to participation in the Program. Faculty with one (1) or more years of Faculty service and less than one-half (1/2) of one (1) year of service as an Academic Administrator will be eligible to participate in the Faculty compensation program in accordance with parameters set out in Article X.B.C. and D above.



- b. For pooling purposes, Academic Administrators' Faculty salary base shall include all Academic Administrators appointed prior to January 1st of the pooling year but exclude those who are no longer holding Academic Administrator status as of the second full pay in September. An Academic Administrator is not eligible for merit consideration unless they contributed to the merit pool. 100% of each pool will be distributed in accordance with the provisions set forth in Article X.F.
- 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 two-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 rational to the AA for review. Should the AA have grounds for an appeal (Article X.F.5.b), 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. Let  $N_i$  = the number of AAs with score of  $i=1,2$ , 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  $b$ :
- $$b = \frac{S_p}{N_1 + 1.1 * N_2 + 1.2 * N_3}$$
- vii. 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  $1.2*b$ .
- c. The Association shall be provided a draft spreadsheet of the Academic Administrator salary base no later than June 15<sup>th</sup>.
- d. 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. Each Academic Administrator will submit a two-page summary to their Dean who will use this a basis for their ranking. The PSA has 10 days to review prior to implementation.
- e. 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 Academic Administrators of the requirement to submit their two-page summary of activities to their Dean. Pooling Values will be calculated on June 30 and values and calculations will be provided to the PSA. Academic Administrators shall submit an up to two-page summary of activities covering the time span September 1, 2023 to June 30, 2024 no later than July 1, 2024. By July 25, 2024, the Provost shall have received the Dean or Supervisors ranking. 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).

- f. 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.
  - i. By August 1, the Administration (Provost's Office) must notify the Academic Administrators of the requirement to submit their two-page summary of activities to their Dean on or before the first Friday in September in order to be eligible for consideration.
  - ii. By the first Friday in September, AAs submit their two-page summary of activities for the year to their Dean.
  - iii. By October 1, the Dean or Supervisor provides the preliminary score to each AA for their review and transmits their ratings to the Provost.
  - iv. By October 31, the Provost has completed all appeal decisions and transmits the final ratings to the AA and the relevant Dean.
  - v. By November 1, the PSA receives preliminary distribution including written rationale and provides initial feedback on or before November 8.
  - vi. Salary increases and retroactive payment shall be made no later than the second full pay period of November of each applicable year.
- g. An academic administrator on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the average percentage award for academic administrators for the year in question. An academic administrator on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the average award for that year.

5. Merit Appeal Process for Academic Administrators:

- a. An Academic Administrator who wishes to appeal their rating must do so by October 15 by submitting a written appeal to the Provost. The Provost shall complete the appeal decision and transmit the final rating to the Academic

Administrator by October 31. This decision is final and binding.

- b. The sole basis for appeal shall be that the award was without a rational basis, given the demonstrated record of performance.

G. Faculty Promotional Increase:

Effective July 1, 2023, and upon the effective date of 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 merit award adjustment to base salary, effective at the same time.

H. Faculty Teaching Load:

1. The 1993 Faculty Load Agreement, attached as Appendix E, 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 one (1) studio class of twelve (12) contact hours and up to two (2) 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.

#### I. Faculty Travel and Research Funds:

1. 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.
2. 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.

3. 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.

## **ARTICLE XI: LECTURERS**

### **A. Employment Basis:**

1. Lecturers, designated as either University Lecturers or Senior University Lecturers, are full-time non-tenure track members of the instructional staff, whose primary responsibilities are teaching and professional practice.
2. Senior University Lecturer, is a rank of distinction that can be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is offered to candidates with documented superior performance and credentials in their domain of expertise. Promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent full-time teaching at the college/University level may be considered for two of the required five years. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated. The procedure for applying for promotion to the Senior University Lecturer position is set forth in Appendix F.
3. The primary factors to be considered in determining the rank at which Lecturers are initially placed, starting salaries, decisions concerning reappointment, and decisions concerning eligibility for multi-year agreements, shall be as follows: teaching effectiveness, pertinent experience, academic credentials and market factors.
4. The hiring, renewal and non-renewal of Lecturers shall be the responsibility of the Departmental Chairperson with input from the Committee on Lecturers (Appendix F) and Department tenured and tenure-track Faculty, subject to the approval of the College Dean and the Provost.
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) of non-probationary, contractual appointment, will be expressly afforded a “Contractual Expectation Interest” in renewal of contractual appointment.
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 1st during the final academic year of their employment.
  7. Lecturer’s holding a Contractual Expectation Interest who are not re-appointed in accordance with this provision may grieve the non-reappointment on the basis that the Employer did not have, or timely provide, a performance based rational basis to not reappoint that employee. The burden of proof shall be the Employer’s.
  8. The Employer shall maintain at least thirty-five percent (35%) of the Lecturers on multiyear employment contracts.
  9. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days’ notice, or equivalent salary compensation paid in lieu of notice, to the affected Lecturer(s). Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.

#### B. 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 Appendix G. Generally, no more than six (6) full year sabbaticals or their equivalent (i.e. twelve semesters) will be granted in any one Academic Year.

#### C. Promotional Increase:

Effective July 1, 2023, and upon the effective date of promotion, University Lecturers shall be entitled to 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 otherwise be entitled. Promotional adjustment shall be applied prior to annual adjustment to base salary, effective at the same time.

D. Compensation Plan:

1. Salaries for Twelve-month Lecturer appointments shall be arrived at by adjusting the academic year salaries by fifteen Percent (15%) for the duration of a Twelve-month appointment.
2. The salary pooling percentage for each year of the Agreement shall be calculated as follows, on June 30th of the applicable year of the increase:
  - a. Fiscal Year 2024-Year 1—4% of the eligible Lecturer salary base.
  - b. Fiscal Year 2025-Year 2—4% of the eligible Lecturer salary base.
  - c. Fiscal Year 2026-Year 3—4% of the eligible Lecturer salary base.
  - d. Fiscal Year 2027-Year 4—4% of the eligible Lecturer salary base
3. The effective dates for salary increases are as follows:
  - a. Year 1: July 1, 2023
  - b. Year 2: July 1, 2024
  - c. Year 3: July 1, 2025
  - d. Year 4: July 1, 2026
4. For the duration of the Agreement there will be no salary caps. Salary minima are set forth in Appendix H.
5. In years 1 and 2 of the Agreement, no one shall receive a total salary increase of more than 1.5 times the average award. In years 3 and 4 of the Agreement, no one shall receive a total salary increase of more than 1.5 times the average award of those who submitted their two-page summary for merit and discretionary awards.

E. Compensation Impacted by Leaves:

1. Full Year Sabbatical: Those on full year sabbatical will receive an increase based on an 85/15 ATB/Discretionary split.
2. One Semester Sabbatical: Those on sabbatical for one-semester will participate in the Salary Increase Program. For the merit portion of the program, their teaching and

service scores will be based on the semester in which they were not on sabbatical.

3. Parental Leave: Those on one semester Parental Leave 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 Parental Leave.
4. Paid Leave: Those on paid leave of less than a full academic year will participate in the Salary Increase Program. If the paid leave is for a full academic year, they will receive an increase based on an 85/15 ATB/Discretionary split.
5. Approved Discretionary Leave: Those on any approved discretionary unpaid leave of less than a full academic year will participate in the Salary Increase Program. If the unpaid leave is for a full academic year, they will receive an increase based on an 85/15 ATB/Discretionary split.
6. A Lecturer on sabbatical leave, approved medical leave, modified duties, or an approved discretionary leave pursuant to the provisions above, shall have their salary counted as part of the Salary Pool.

F. Lecturer 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.

1. 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
  - a. 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).
  - b. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2024 and 2025 Fiscal Years.
  - c. 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.
  - d. Distribute to each eligible lecturer no less than  $0.85 * S_p / N$  dollars in ATB increases.
  - e. 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).
  - f. 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 Lecturer member and the PSA.

2. Years 3 and 4: All salary increases shall be distributed as follows:
  - a. On June 30 (2025 and 2026), calculate the total annual salaries of all University and Senior University lecturers to form the Salary Pool (S).
  - b. Calculate total Salary Increase Pool  $S_p = 0.04 * S$  for the 2026 and 2027 Fiscal Years.
  - c. 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.
  - d. 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  $23 * S_p / N$ .
  - e. 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 3, below) and the remainder would be allocated to Discretionary pool to be distributed in dollar amounts.
  - f. 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.
  - g. 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 Lecturer member and the PSA.
3. The Department-based merit system is as follows:
  - a. 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 the merit portion of the increase will be allocated in equal dollar amounts to all eligible lecturers. The Discretionary amount remains at no more than 15%.

- b. 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 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 d, below.
- c. In Departments with less than 10 lecturers, the Merit Committee shall be the Committee on Lecturers. These committee members must be PSA unit members.
- d. 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). The total number of points an individual can receive is rounded up to 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.

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

- e. 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.
4. 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.
  5. 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. 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.
  6. 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 Lecturers of the requirement to submit their two-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. Lecturers 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 two-page summary of activities covering the time span September 1, 2023 to July 1, 2024. Lecturers 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).
  7. 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.
    - a. By August 1, the Administration (Provost's Office) must notify Lecturers of the requirement to submit their two-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.

- b. By the first Friday in September, Lecturers must submit their two-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. Lecturers who do not submit their summary by the first Friday in September are, by default, not eligible for Merit or Discretionary consideration.
- c. By October 1, the Department Merit Committee provides its preliminary score to each lecturer along with the written rationale. A copy is also provided to the Department Chairperson.
- d. By October 1, the Department Chair sends their merit score determination for members of the Merit Committee to those individuals with written rationale.
- e. By October 8, the lecturer 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 XI.G.2.
- f. By October 15, the Merit Committee sends the merit scores to the Chairperson who transmits it to the Dean.
- g. By October 15, the Department Chair sends Discretionary recommendations to the Dean. Lecturers must also submit their written appeal to the Dean by this date.
- h. 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 (see Article XI.G.4, below) is deadlocked, decides on any appeals.
- i. By November 1, the PSA receives preliminary distribution including written rationale and provides initial feedback on or before November 8.
- j. Salary increases and retroactive payment shall be made no later than the second full pay period of November of each applicable year.
- k. 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. Lecturers can review the anonymized data with their Chairperson/Associate Dean with Faculty Rank in MTSM.

#### G. Lecturer Merit Appeal Process:

1. The exclusive avenue for the review of individual awards shall be through appeals filed pursuant to the following provisions. Individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.
2. Individual Lecturers may appeal their merit score determination on the following grounds:
  - 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.
3. A Lecturer who believes they have grounds for an appeal, must provide, in writing the basis for their appeal and also explain for cases, when the appeal is filed pursuant to G.2.a or G.2.b 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.
4. Written appeals will be sent initially to the Merit Committee that initially determined that faculty 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 Lecturer continues to believe there are grounds for an appeal based on Article XI G.2(a-c), above, 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 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. The Administration's and the PSA's designees shall have the authority to resolve appeals on behalf of the respective parties. 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.

#### H. Lecturer Course Load:

1. Lecturers other than those in 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 for Lecturers 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 per semester.
- I. Involvement of Lecturers in Faculty governance, performance evaluation of Lecturers, limitations on numbers of Lecturers, professional development for Lecturers, and other issues, may be the subject of future consideration and discussion by the Faculty Senate and/or the Professional Staff Association.
- J. Lecturer to Faculty Ratio Guidelines: At least annually the University will track the number of Lecturer positions relative to the number of tenured and tenure-track Faculty, and agrees to maintain the guideline that no more than 25% of full-time Faculty positions (including tenured and tenure-track Faculty and Lecturers) shall be held by Lecturers. This guideline shall be applied across the University, rather than by department or unit. This guideline will not be exceeded without first engaging in a dialogue with Faculty, through the PSA.
- K. Professional Development:
  1. 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.
  2. Professional Development includes:
    - a. Conferences, workshops and trainings, including costs related to registration, travel, and room and board and any other reasonable expenses.
    - b. Online conferences, workshops, trainings, and certificate programs.

**ARTICLE XII: COMPENSATION PROGRAM FOR  
RESEARCH AND VISITING PROFESSORS, PROFESSORS  
OF PRACTICE, AND PSA-REPRESENTED ADJUNCTS**

A. Research Professors:

Research Professors (including but not limited to Assistant Research Professors, Associate Research Professors, Distinguished Research Professors, and Research Professor, recognized under Article II, Recognition, above), who receive University funding, will receive the pool average increase (4%) times the percentage of University funding that comprises their base salary. Increases shall be effective on July 1 of each Fiscal Year.

B. Professors of Practice:

1. Professor of Practice is a non-tenure track position intended for accomplished professionals who possess state-of-the-art expertise in contemporary practice in fields such as business, industry, government, the arts, and the professions. Appointments are made for one semester or one year in accordance with the policies and procedures of the hiring Department or Academic Unit, and may be extended for up to three (3) years based on an annual review by the Department or Academic Unit.
2. Professors of Practice Salary Increases shall be all percentage based at 4% per year. Increases shall be effective on July 1 of each Fiscal Year.
3. Salary minimums for full-time Professor of Practice is \$77,500 per year.

C. Visiting Professors and Research Professors who receive no University funding shall be exempted from the compensation provisions.

D. PSA-represented Adjunct Rates: Any PSA unit member who teaches in a PSA-represented adjunct capacity (i.e., instructional staff members who teach as adjuncts) shall be compensated at the following rate:

1. Beginning Fall 2023
  - a. HCAD: \$2,422/Credit
  - b. Non-HCAD: \$2,422/Contact Hour
2. Beginning Spring 2024
  - a. HCAD: \$2,515/Credit
  - b. Non-HCAD: \$2,515/Contact Hour
3. Beginning Fall 2024
  - a. HCAD: \$2,785/Credit

- b. Non-HCAD: \$2,785/Contact Hour
- 4. Beginning Fall 2025
  - a. HCAD: \$3,084/Credit
  - b. Non-HCAD: \$3,084/Contact Hour
- 5. Beginning Fall 2026: TBD, but not less than top tier UCAN Adjunct negotiated rates.

### **ARTICLE XIII: ADDITIONAL PROVISIONS CONCERNING COMPENSATION**

#### **A. Flat Dollar Adjustments:**

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 for salaries in ranges listed below:

- 1. \$60,000-\$75,000: Add \$2,680 to base salary
- 2. \$75,001-\$75,500: New salary is \$77,700
- 3. \$75,501-\$76,750: New salary is \$78,000
- 4. \$75,751-\$76,500: New salary is \$78,250
- 5. \$76,501-\$76,750: New salary is \$78,350
- 6. \$76,751-\$77,250: New salary is \$78,500
- 7. \$77,251-\$77,750: New salary is \$78,750
- 8. \$77,751-\$78,999: New salary is \$79,000

#### **B. Sequencing of Salary Increases in Year 1:**

- 1. For Faculty and Lecturers
  - a. Take a snapshot of the roster/salary as of 6/30/2023, which is used to calculate the Salary Increase pools.
  - b. If applicable, new Salary minimum 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.
  - c. If salary remains below \$79,000, the one-time increase given in point B above shall be added to the base salary.
  - d. If applicable, promotional Increase computed on 6/30 salary is added to the total in point c, above.
  - e. The annual increase for those who are eligible is computed from 06/30 salary per cohort (Faculty or Lecturer) and is added to total in point d, above, yielding the new annual salary effective retroactively to 07/01/2023.
  - f. Applicable Retroactive Payments are made.



2. For Professional Staff:

- a. 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.
- b. If applicable, new Salary minimum listed in point A above is applied.
- c. 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 b, above.
- d. Annual increase for those who are eligible is computed from 06/30 salary and is added to total in point c, above. yielding the annual salary effective retroactively to 07/01/2023.
- e. Add in any Differential in Compensation from point a, above. to salary in point d, above. to compute new annual salary effective from the promotion date.
- f. Applicable Retroactive Payments are made.

C. Sequencing of Salary Increases in Years 2-4:

1. For Faculty and Lecturers:

- a. Take a snapshot of the roster/salary as of 6/30/24 for FY 25, 6/30/25 for FY 26, and 6/30/26 for FY 27, which is used to calculate the Salary Increase pools.
- b. If applicable, new Salary minimum is applied. For employees for whom promotion occurred at the start of the Academic Year, the new Salary minimum is that of the promoted rank.
- c. If applicable, promotional Increase computed on 6/30 salary is added to the total in point b, above.
- d. The annual increase for those who are eligible is computed from 06/30 salary per cohort (Faculty or Lecturer) and is added to the total in point c, above., yielding the new annual salary effective retroactively to 07/01.
- e. Applicable Retroactive Payments are made.

2. For Professional Staff:

- a. Take a snapshot of the roster/salary as of 6/30/24 for FY 25, 5/1/25 for FY 26, and 5/1/26 for FY 27, which is used to calculate the Salary Increase pools. After this date, if an employee has received a change in their salary due to promotion or any other reason, note the promotion date at which the change in compensation occurred. Compute the Differential in Compensation = difference in promotional salary with that of the 5/1/25 salary.
- b. If applicable, new Salary minimum is applied.
- c. The annual increase for those who are eligible is computed from May 1 salary and is added to total in point b, above. yielding the annual salary effective retroactively to 07/01.
- d. Add in any Differential in Compensation from point a, above. to salary in point c, above. to compute new annual salary effective July 1 of the applicable year.
- e. Applicable Retroactive Payments are made.

D. Other Compensation Consideration:

Negotiations Unit members whose base salaries are not set on nor accountable to salary guide shall receive the across-the-board increases, if any, otherwise applicable to them, as set out in the compensation provisions of Article IX, X, XI, and XII of the Agreement, through incorporation to individually set annual salary, except that employees fully funded through grants shall be compensated according to and consistent with the terms of the grant, with salaried increases not to exceed that set out by grant parameters, and newly hired Negotiations Unit members shall receive that salary fixed upon hire for the initial, annual contract period.

**ARTICLE XIV: NON-DISCRIMINATION**

- A. There shall be no discrimination by the Employer, employees, or the Association against any member of the Negotiations Unit based upon membership or non-membership in or participation in legitimate activity on behalf of the Association.
- B. The willingness of the parties to continue the non-discrimination clause in the Agreement is predicated on the mutual understanding of the intent to comply with the Supreme Court decision in Teaneck Board of Education v. Teaneck Teachers Association, that discrimination claims relating to inherent managerial prerogatives cannot be subject to binding arbitration and with the limitations on arbitrability set forth in the Agreement.
- C. All references to employees in this Agreement are meant to be independent of gender identification.

- D. 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.

#### **ARTICLE XV: GROUP REVIEW COMMITTEE**

- A. A committee shall be established to review all group terminations of members of the negotiating unit when such terminations are for any reason other than individual performance and shall function as follows:
1. The Committee to be comprised of six (6) persons from the Negotiating Unit, with three (3) selected by the President of the Association.
  2. The Committee shall meet at least once annually at an appropriate time with the appropriate Academic Officer to review the situation.
  3. The Committee may make written recommendations to the appropriate Academic Officer.
  4. The Employer will consider recommendations of the Committee prior to making its final determination.
  5. The appropriate Academic Officer shall notify the Committee of the final determination prior to its general release.

#### **ARTICLE XVI: ADDITIONAL CONDITIONS OF EMPLOYMENT**

A. Fringe Benefits:

1. Travel Support: The Employer shall provide travel support for travel to meetings of scholarly and professional organizations or such other travel as is necessary in support of scholarly or professional activities.
2. Health Benefits Program:
  - a. It is agreed that the State Health Benefits Program, health and medical, prescription, and dental, and any rules and regulations governing its application, including amendments or revisions thereto, shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this Agreement. It is agreed that changes in

benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that changes shall apply to employees represented by the Union. It is agreed that changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operators, in co-payments and contributions, or other changes or modifications, are applicable to employees covered by this Agreement and shall be incorporated into the Agreement and thereafter be applicable to all employees. It is specifically understood that the provisions of the Pension and Health Benefit Reform legislation under Chapter 78, P.L. 2011, shall be applicable to all employees covered by this Agreement. A summary of changes is available from the Department of Human Resources or on the State Health Benefits web site.

- b. Where an employee utilizes any type of leave, whether paid or unpaid, they shall continue payment of health plan premiums at the same level as those that they paid prior to the leave as applicable under the State Health Benefits Program. If the premiums are raised or lowered, the employee will be required to pay the then-applicable premium rates.
- c. If the employee charges their accrued vacation, sick, and/or administrative leave accruals for any leave, their share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status.
- d. If the leave is unpaid, NJIT will advance payment of the employee's health plan premiums for the period of leave (up to three full months) and will bill the employee for those premiums. Prior to the employee's return from leave to active employment status, the Department of Human Resources will advise the employee in writing of the full amount of health plan premiums advanced on his or her behalf by NJIT. Within seven (7) business days of his return to active employment status, the employee must indicate, in writing, their selected method of repayment of the health plan premiums: (1) full repayment through the Bursar's Office within ten (10) business days, (2) additional payroll deduction at the same amount and rate as that of the employee's biweekly payroll deduction for health plan premium payment, or (3) a repayment plan approved, in writing, by the Vice President for Human Resources. If the employee fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may charge additional payroll deductions until the full amount of health plan premiums paid on the employee's behalf during his unpaid leave has been repaid in full.

### 3. Eye Care Program:

- a. It is agreed that NJIT shall implement the National Vision Administrators, L.L.C. (NVA) Plan, attached hereto as Appendix I, and shall continue said NVA Plan, or a plan providing equivalent benefits, unless or until it is modified by a successor Agreement.

- b. It is agreed that the NVA Plan shall be available to all members of the PSA's Negotiations Unit and their dependents, who are enrolled in one of NJIT's health plans.
- c. Eligibility requirements for the NVA Plan shall be identical to eligibility into the NJIT health plan in which the PSA Negotiations Unit member is enrolled.

4. Deferred Compensation:

It is understood that the State shall be solely responsible for the administration of the Deferred Compensation Plan and the determination of policies, conditions and regulations governing its implementation and use.

5. Tuition Remission:

- a. The University's tuition remission policy, attached as Appendix J, will be applicable to members of the Negotiating Unit, with the following modifications.
- b. Members of the PSA Negotiations Unit are entitled to receive tuition remission benefits during their first year of employment for courses taken at NJIT.
- c. Neither the career related requirement nor the power to deny benefits for fiscal limitations, applies to courses taken by employees at NJIT, except such requirements do apply for the NJIT EMBA program and/or courses pursuant to cross-registration at other public universities involving a cost to NJIT.
- d. Any administrative decision to limit benefits for non-NJIT degree programs based on economic reasons will be uniformly applied.

B. Professional Conditions:

- 1. A member of the Negotiations Unit may pursue outside activities in accordance with the guidelines expressed in the New Jersey Institute of Technology Faculty Handbook and the State Conflict of Interest law and applicable regulations.
- 2. Members of the Negotiating Unit are permitted to review their University file upon request of written application to the Department of Human Resources. They may forward material for inclusion in their University file; however, only material reasonably expected to contribute to the administration of the University will be included.
  - a. Material which is derogatory will not be placed in the University personnel file unless the employee has been afforded an opportunity to review it and attach any comment they may desire. If the employee does not attach such comment to the document after having been given the opportunity to do so, a statement to that effect shall be affixed to the document.

3. Notice will be given internally, by the Employer, of any vacancy prior to any general advertisement of the vacancy.

#### C. Parking:

##### 1. Fees (Regular Privileges):

- a. All parking (except legacy spaces, and the 60 parking spots designated for Faculty Members and Instructional Staff Members) at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration of a Negotiating Unit member's motor vehicle, entitling their parking privileges.
- b. All employees, who elect to access University parking on a regular basis, shall pay .4% (four-tenths of one percent) of their base salary as a fee for parking.
- c. The University shall reserve sixty (60) parking spaces in the lower level of the Summit Street Parking Deck for the exclusive use of full-time Faculty Members and Instructional Staff Members in the PSA Negotiating Unit. These spaces will be reserved for such exclusive use during the fall and spring semesters, Monday through Friday, from 6:45 a.m. to 3:00 p.m. The University shall clearly designate these spaces, and shall actively enforce the prohibition on others using these spaces during the designated periods.

##### 2. Fees (Daily Pay Privileges):

The University provides a pay as- you go parking lot and/or system that is intended for and will accommodate the occasional user of parking privileges at the University in accordance with a fee schedule that is no greater than \$8.00 (eight dollars) per day, and utilization parameters that are economically viable and not undermining of the regular parking program.

##### 3. Legacy Space Holders:

- a. A listing of formerly identified reserve space parking permit holders shall be retained in duplicate by NJIT and the PSA for entitlement to priority parking lot designation should parking congestion increase dramatically in the future. Faculty and Staff Lots shall be identified.
- b. For all Negotiations Unit members who share a legacy space, there shall be only one parking fee paid for the space, provided that only one member uses University parking facilities on a given day.

#### D. Special Salary Actions:

Special salary actions shall be made at the sole discretion of the University in response to bona fide outside employment offers, to respond to market conditions in critical

academic areas, to recognize extraordinary achievement, and to implement salary equity adjustments. The maximum number of Faculty subject to special salary actions shall not exceed ten percent (10%) of the Faculty. Lecturers and Professional Staff Members are also eligible for special salary actions, in response to the same factors, at the sole discretion of the University. These salary actions shall not be drawn from any negotiated salary program or pool of money. The PSA will receive notification of any such actions.

E. Scheduling of Instructional Staff:

1. Departments shall attempt, as a normal practice, to schedule the weekly teaching responsibilities of tenured and tenure track Faculty within four (4) school days unless exceptional circumstances shall interfere.
2. Such other responsibilities as have traditionally been assigned to members of the tenured and tenure track Faculty shall continue to be scheduled at the discretion of the Employer.
3. Members of the tenured and tenure track Faculty shall meet individually with their Department Chairperson during the academic year to discuss the planned utilization of the teaching staff member's unassigned day. The utilization of such an unassigned day shall be a consideration in the overall assessment of the Faculty Member's professional performance.
4. Cognizant of the need for certain programmatic scheduling of weekend and/or evening classes and/or off-campus instruction, Instructional Staff may be assigned such classes, from time to time, with the following caveats:
  - a. Faculty and Negotiations Unit Instructional Staff hired on or after July 1, 1993, shall be informed of the potential for being assigned to weekend, evening and/or off-campus instruction.
  - b. Tenured and tenure-track Faculty may only be required to teach one evening per week. Such Faculty may be scheduled for one evening per academic semester or two evenings per academic year. Non-tenure track Faculty and other Instructional Staff may be required to teach more than one evening per week where needed to address programmatic needs of their Department.
  - c. The employer will accept qualified volunteers from among the Faculty in the subject discipline and familiar with the course(s) to be taught.
  - d. Unilateral assignment of such evening and weekend class(es) shall continue to respect statement(s) relative to parameters as set out in the Faculty Handbook with respect to tenured Faculty.
5. The class assignment process shall be subject to the labor management process, where representatives from both the PSA and administration will meet to ensure the assignment

process meets University, student and Faculty needs to the fullest extent possible utilizing available resources.

F. Class Size:

1. University determinations with respect to class size shall be determined by a number of factors, including but not limited to curriculum delivery model, level of the course, and physical and budget constraints. Normal class sizes should be determined program by program.
2. Rules concerning how load will be adjusted to account for larger than normal courses, and when grading support will be provided, are set forth in a Memorandum of Understanding on Large Class Size Load and Support, attached as Appendix K.
3. Separate rules governing class size for fully online courses taught asynchronously are set forth as part of the Memorandum of Agreement on the Development and Delivery of Online, Synchronous Online and Hybrid Courses, attached as Appendix L.
4. Separate rules governing class size for non-degree credential classes are set forth as part of the Memorandum of Agreement on the Development of non-degree credential classes, attached as Appendix M.

G. Travel Reimbursement for Off-Campus Teaching:

1. For the term of this Agreement the following travel allowance shall be paid to those Negotiations Unit Faculty Members and Lecturers participating in off-campus teaching on behalf of NJIT:
2. Five Hundred and fifty dollars (\$550) per semester for each course assignment greater than fifteen (15) miles one way, from NJIT but less than thirty (30) miles, one way, from NJIT.
3. One Thousand, seventy-five dollars (\$1,075) per semester for each course assignment at least thirty (30) miles, one way, from NJIT but less than sixty (60) miles, one way, from NJIT.
4. One Thousand, Six Hundred dollars (\$1,600) per semester for each course assignment at least sixty (60) miles, one way, from NJIT.
5. Additionally, unusual, out-of-pocket, necessary expenses, such as cost of overnight accommodations where inclement weather precludes travel, will, upon providing receipt(s) therefore, and up to Two Hundred and fifty dollars (\$250) per semester, be reimbursed by NJIT.
6. To the extent practicable, a Faculty Member teaching at an off-campus site will not be assigned on campus teaching duties the same day, unless mutually agreeable to the Faculty Member.



7. The remuneration provided for under this Article is intended to accommodate both additional costs and inconvenience reasonably associated with directed travel that is further from the Faculty Member's personal residence than NJIT. Where the Faculty Member's personal residence is closer to the off-campus teaching site than to NJIT, and where the Faculty Member teaching off campus is not also scheduled to teach at NJIT on the same day, this provision is not applicable. Where significant professional inconvenience can be demonstrated by an unusual set of circumstances where this article's travel stipend does not apply, yet an economic injustice to a Faculty Member is caused by the administration of this policy, the matter may be referred to the Joint Advisory Committee for review as to whether a special accommodation should be afforded. Accommodations will only be afforded where the spirit of the article would be more accurately served thereby.

#### H. Time Standards for Written Notification 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. Prior to the end of the 2023-2024 Academic Year, not later than April 1st of the last year of the first and second contractual appointment non-tenure track academic personnel shall be notified of non-reappointment following completion of their contractual term. No later than January 31<sup>st</sup> of the last year of the third year or later contractual appointment, non-tenure track 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.
3. Commencing with the 2024-2025 Academic Year, not later than April 1st of the last year of their contractual appointment shall non-tenure track academic personnel be notified of non-reappointment following completion of their contractual term. This provision will not apply to Visiting Professors during their first contractual appointment.

#### I. PSA-represented Adjuncts:

The following additional terms and conditions shall apply to all members of the negotiations unit, employed as PSA-represented Adjuncts (Article II.D), in their capacity as Adjuncts.

1. PSA-represented Adjuncts shall be paid the rates set forth in Article XII.D above, but in not event will they be paid less than the per-credit or per-contact hour rates as the rates NJIT is obligated to pay Adjuncts represented by the United Council of Academics at NJIT ("UCAN") pursuant to existing agreements between NJIT and UCAN.
2. PSA-represented Adjuncts are entitled to the same Large Class Size Multiplier (Load Credit Multiplier) provisions as UCAN Adjuncts as detailed in the UCAN bargaining agreement that is available at <https://hr.njit.edu/union-contracts>.

3. Unit members, as defined by Articles II.A, II.B and II.C, who are available for additional employment in a particular semester/session as an Adjunct may submit a written notification of availability to the Department in which they wish to be employed as an Adjunct, including the specific number of semesters/sessions they have taught each course for NJIT in any capacity. Departments shall acknowledge receipt of such notification. Availability does not guarantee appointment, however, Departments are encouraged, where consistent with the needs of the academic program, to hire as an Adjunct an employee who has taught the class previously at NJIT over one who has not.
4. Except in emergency situations requiring a shorter period of time to fill a vacancy, PSA unit members who request Adjunct assignments, in accordance with Article XVI.I.3, shall receive notice of any such assignment, indicating the class(es) to which they are being assigned, appointment term, salary, department, supervisor, the period for which the appointment is effective, number of credit hours, approximate number of students which she/he is expected to teach in the section/course for which she/he is hired, and tentative dates, times and location of the section/course. The University may determine whether or not Adjuncts will be appointed during winter or summer sessions, as well as online. The University will make a reasonable effort to provide notice at least two weeks prior to the start of a summer, winter or online appointment. The University reserves the right to cancel or combine courses due to under-enrollment and/or to meet operational/business needs, and in such cases no Adjunct compensation will be due for withdrawn course assignments.
5. There shall be no obligation on the part of any PSA-represented employee to accept any Adjunct position, and failure to accept any such position shall not adversely affect any PSA-represented full-time employment.
6. Fifteen (15) days after the commencement of each semester and session, NJIT will provide the PSA with a list of those scheduled to teach as Adjuncts, their course assignments, the contact hours for each class to which they are assigned in their Adjunct capacity (or credit hour for those teaching as Adjuncts in the College of Architecture and Design), and compensation for each course.
7. A PSA-represented Adjunct may be disciplined in their Adjunct capacity for just cause. A PSA Adjunct's assignment to teach as an Adjunct may only be terminated during the term of the assignment for cause. There is no right or expectation of continuation of an Adjunct assignment from semester to semester. The termination of an Adjunct assignment for cause shall not affect the PSA Adjunct's full-time assignment except to the extent that action affecting their full-time position is found to be warranted pursuant to the terms of their full-time employment as set forth in the Agreement, applicable NJIT policies and procedures, and/or New Jersey law.
8. In applying Article XVI.G.1-4 the applicable mileage used to calculate entitlement to travel reimbursement in connection with teaching in an Adjunct capacity shall be based upon the difference between an individual Adjunct's normal commute (to teach courses

taught in their full-time capacity), and any extra mileage incurred if the location of their adjunct teaching is greater than their normal commute.

9. Where the department specifies the texts that are to be used in a course for which an Adjunct is employed to teach, the department shall provide a desk copy, for the duration of the course, if a desk copy is not provided to the adjunct instructor by the publisher.

J. Intellectual Property:

Provisions governing intellectual property at NJIT are set forth in the NJIT Patent Policy (Appendix N) and the NJIT Copyright Policy (Appendix O).

### **ARTICLE XVII: JOB ACTION**

The Association agrees that it will refrain from any unlawful act such as strike, work stoppage, slow down, or other job action during the life of this Agreement and will eschew any threat, encouragement, support, or condoning of any such job action.

### **ARTICLE XVIII: JOINT PSA/AAUP AND NJIT ADVISORY COMMITTEE**

- A. A Joint Advisory Committee, consisting of representatives of the Employer and Association shall be formed and maintained for the purpose of conferring over joint interests and concerns other than grievances. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the Association for such a meeting will be made to the Vice President of Human Resources. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. A maximum of three (3) Professional Staff representatives of the Association may attend such meetings.
- B. The parties shall endeavor to meet at least quarterly, but can meet more often if needed. Additionally, an ongoing priority agenda for discussion and review shall consist of the following issues:
  1. Faculty Load assignment, progress toward and maintenance of the nominal load and its complement of scholarship and service.
  2. Conflicts of Interest Procedures.
  3. Retirement contributions from authorized grants in accordance with grant parameters, TIAA-CREF parameters and State regulation.

## **ARTICLE XIX: GENERAL**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. This Agreement, together with all attachments and appendices incorporated and referenced herein, incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.
- C. 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.
      - i. 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.
      - ii. Once created, pathways/ladders applicable to any given position(s) will be publicly posted on NJIT's Human Resources website.
      - iii. 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:

- a. 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:
  - i. A methodology for identifying systemic salary inequities.
  - ii. A process for reviewing and remediating individual cases of inequity.
  - iii. A mechanism for annual review or as needed for both of the above.
- b. The parties will work to develop a methodology to identify whether there are systemic salary inequity problems within the PSA.
  - i. Develop and implement a method for annually reviewing all salary data to identify possible cases of inequity requiring further review and evaluation.
  - ii. 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.
  - iii. 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.
- c. 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.

- D. Other than as set forth in this paragraph, all salary increases in this Agreement with effective dates prior to the date of ratification, shall be effective retroactively. All eligible employees in active employment on the date of ratification shall receive the negotiated increase

retroactive to the effective date of the increase stipulated in this Agreement, with payments reflecting these increases made no later than 90 days from the date of ratification. Employees in their first year of employment are not eligible for increases which are, or were, effective during their first year of employment. First year of employment for purposes of this Agreement shall be defined as the period of time from the date of hire into a PSA-represented position until the following July 1st, but not less than six (6) full months (for PSA Professional Staff) or one full semester (for Instructional Staff), and not greater than eighteen (18) months. Those on NJIT payroll who were eligible for increases, but are no longer in the PSA-represented unit, but are still employees of the University, shall receive a lump sum payment equivalent to the increase.

- E. Within thirty (30) days or as soon thereafter as possible after the parties reach agreement on a consolidated version of the current Agreement, copies of this Agreement shall be printed by the Employer, who will deliver thirty (30) to the Association for their office use, The Agreement shall be made available upon the NJIT website on the Catalogue of University Policies page, <https://hr.njit.edu/union-contracts> and a hard copy will be produced and delivered to any Negotiating Unit member who affirmatively requests one.

F. Release Time - Association Business:

1. The Association President shall be entitled to three (3) credit hours of release time per semester for legitimate Association business, each year of this Agreement. This entitlement is available in both Fall and Spring semesters, but is not cumulative year to year.
2. The Vice President for Faculty and Lecturers shall be entitled to three (3) credit hours 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.
3. The Association shall be further entitled, in each year of this Agreement, to an additional six (6) credit hours total (per semester) of release time for allocation to Association designated Faculty or Instructional Staff Members for purposes of engaging in legitimate Association business. Allocation must be in at least one (1) credit hour increments per semester. The entitlement is available in both fall and spring semesters but is not cumulative beyond the year in which allocation accrual reaches three (3) hours.
4. 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.

G. 10-Month Pay Schedule:

For employees on a 10-month pay schedule, the first pay of the Academic Year shall occur no earlier than August 8th but no later than August 22nd. If the initial Academic Year pay date is scheduled to occur before August 8th, the first pay of the Academic Year will be moved two weeks later. In this event, a 10-month employee who affirmatively requests it will be given a pay advance equal to the pay for one (1) pay period, paid to them on the day they would have been paid, but for the adjustment. The salary advance will be recovered by the University over the following eleven (11) of the twenty-two (22) pay periods through equal, automatic biweekly payroll deductions.

H. Appendices:

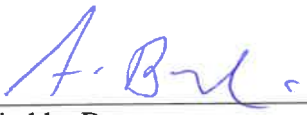
- A. Professional Staff Performance Evaluation Form
- B. Professional Staff Exceptional Performance Recommendation Form
- C. Professional Staff Salary Matrix
- D. Faculty Salary Minima
- E. 1993 Faculty Teaching Load Agreement
- F. Hiring and Promotion of University Lecturers
- G. Lecturer Sabbatical Process
- H. Lecturer Salary Matrix
- I. Eye Care Program
- J. University Tuition Remission Policy
- K. Large Class Size Load and Support
- L. Development and Delivery of Online, Synchronous Online, and Hybrid Courses
- M. Development of Non-Degree Credential Classes
- N. NJIT Patent Policy
- O. NJIT Copyright Policy

## **ARTICLE XX: DURATION**


This Agreement shall become effective July 1, 2023 and shall terminate as of June 30, 2027.

Certified on December 16, 2025

For the Professional Staff Association  
Inc./AAUP:

  
\_\_\_\_\_  
Amitabha Bose  
PSA/AAUP President

For the Employer:

  
\_\_\_\_\_  
John Pelesko  
Provost and Executive Vice President of  
Academic Affairs

### **Negotiating Teams at Ratification**

#### **PSA's Negotiating Team:**

Amitabha Bose, Chief Negotiator  
Burt Kimmelman  
Michael Kehoe  
Eileen Michie  
Nellone Reid  
Tara Alvarez  
Cheickna Sylla  
Caroline DeVan  
Carl Levine  
Michelle Tellefsen

#### **Employer's Negotiating Team:**

Ken DeStefano, Chief Negotiator  
John Pelesko  
Cathy Brennan  
Holly Stern  
Joseph Wilson  
Edwin Hou  
Kathleen O'Neill  
Joseph Sramaty  
John Gruppo



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# APPENDICES

# PSA Staff Evaluation Form

## APPENDIX A



Review Period	
Department	
Employee Last Name, First Name	
Employee Title	
Immediate Supervisor	

*The evaluation MUST be given to the employee no later than September 1.*

### Planning Performance at the Beginning of the Performance Period

At the start of employment and/or the year to be evaluated using the job description, and the Competencies Dictionary as a guideline, the supervisor is to determine and list the performance competencies that are most relevant to the individual's job. The supervisor is encouraged to consult and collaborate with the employee after initial employment. Performance requirements should be customized for departmental/functional and leadership competencies that are most relevant to success in the position.

#### Performance Ratings:

- 1. PERFORMANCE WHICH MEETS JOB REQUIREMENTS** - Performance which consistently meets and or frequently exceeds the position requirements. Demonstrates an inexhaustible learning curve and professional commitment to the position's responsibilities while meeting essential expectations in all regards.
- 2. PERFORMANCE WHICH DOES NOT MEET OVERALL JOB REQUIREMENTS** - Performance meets some job requirements, but is demonstrably flawed in significant ways. Needs improvement and/or performance falls consistently below job requirements and reasonable expectations.

*Prior to meeting with employee and/or obtaining employee's signature, signatures of Division Head and Area VP should be obtained. After employee signature is obtained, return completed form to Human Resources.*

Human Resources will share information as necessary, with appropriate representatives of the university and/or the employee. Formal, written, timely submitted rebuttals, will be shared as appropriate, prior to final certification and filing of the evaluation and prior to final merit award decisions.

# PSA Staff Evaluation Form

## APPENDIX A



Review Period	
Employee	

University Competencies	Rating
Team work / Collaboration	
Professionalism	
Innovative Thinking / Creativity	
Effective Communications	
Departmental / Functional Competencies	Rating

NCAA Compliance: Works in accordance with NCAA rules and regulations (if applicable)

--

Overall Rating

--

**Comments:** Must be provided if overall rating is "Does not meet requirements" (use additional sheet if required)

--

**Goals** (use additional sheet if required)

--

**Employee Comments** (use additional sheet if required)

<input type="checkbox"/> I concur with the evaluation.
<input type="checkbox"/> I do not concur with the evaluation.

Signatures		Date
Evaluating Supervisor/Dept Head		
Division Head		
Vice President		
<i>Evaluation provided to employee on</i>		
Employee	90	

## University Competency Definitions

### Team work/Collaboration:

Implies that employee has the intention to work cooperatively with others, to be a part of a team, and to work together, as opposed to working separately or competitively. "Team" is broadly defined as any task or process-oriented group of individuals working in and/or outside the formal lines of authority to accomplish organizational goals.

Characteristics: Meets or exceeds expectations

Brings together coworkers for effective teamwork; Champions teamwork and cooperation; Shares all relevant and useful information with coworkers; Gives clear and precise instructions and guidelines to team; Works well with multiple teams and departments; Expresses positive attitudes and expectations of others in terms of their abilities, expected contributions, etc. Speaks of team members in positive terms; Solicits inputs and encourages others; Genuinely values others' input and expertise; Publicly credits others who have performed well; Acts to promote good working relationships regardless of personal likes and dislikes. Encourages and/or facilitates a beneficial resolution to conflicts.

Characteristics: Does not meet expectations

Appears to be incapable of working as part of team; Does not work well with multiple teams and departments; Does not share relevant and useful information with coworkers; Resists efforts to improve teamwork and cooperation; Does not deliver clear and precise instructions and guidelines to team;

### Civility/Professionalism

Implies that employee conducts oneself at all times in an ambassadorial, civil, committed, and personable manner demonstrating respect for the position, fellow colleagues, departmental integrity, and the university's best interest.

Characteristics: Meets or exceeds expectations

Consistently demonstrates professionalism in performance of the job; Demonstrates understanding and commitment to core NJIT values; Demonstrates ethical behavior; Demonstrates compassion, perseverance, modesty as appropriate, and expertise to help achieve a work-related objective. Works to develop and maintain positive working relationships with coworkers; presents an appropriate professional appearance; Understands and respects practices, customs, values, and norms of other individuals and/or groups

Characteristics: Does not meet expectations

Displays commitment to values not aligned with NJIT's core values, goals or guidelines; Does not promote ethical behavior; Consistently fails to present appropriate professional appearance; Demonstrates uncooperative or adversarial attitude towards coworkers; Is not respectful of practices, customs, values and norms of other individuals and/or groups.

### Innovative Thinking / Creativity

Implies that employee makes efforts to improve performance by doing new things. Introduces innovative procedure unknown in the work unit or at the University; designs and implements techniques and methods which go beyond the conventional, and has willingness to try out different solutions; has ability to champion innovation and encourage new ideas from employees.

Characteristics: Meets or exceeds expectations

Contributes new ideas and creative solutions, demonstrates willingness to accept new ideas presented by others, does not solely rely on old tried solutions, looks to do things differently to bring efficiency, plans ahead considering alternative solutions for upcoming assignments, demonstrates ingenuity and resourcefulness

Characteristics: Does not meet expectations

Actively discourages independent thoughts; is not open to new solutions and procedures; ignores new ideas suggested by coworkers; relies solely on prescribed solutions; is not open to seeking out solutions from others;

### Effective Communications

Implies that employee writes and speaks effectively, using conventions proper to the situation; states own opinions clearly and concisely; demonstrates openness and honesty;

Characteristics: Meets or exceeds expectations

Communicates clearly; listens well during meetings and feedback sessions; explains reasoning behind own opinions; asks others for their opinions and feedback; asks questions to ensure understanding; uses consideration and tact when offering opinions; responds timely to incoming communications; willingly shares all relevant information with coworkers;

Characteristics: Does not meet expectations

Is not able to express thoughts clearly and concisely; is consistently tardy in responding to incoming communications; fails to share information with coworkers; is not tactful in communications;

# PSA Staff Exceptional Performance Recommendation Form

Review Period	
Department	
Employee Last Name, First Name	
Employee Title	
Immediate Supervisor	

Exceptional Performance is defined as demonstrably superior performance for the evaluation period which consistently demonstrates a mastery of the position requirements.

*Recommended for exceptional performance award:* ☐

Please provide below a summary demonstrating how the employee meets the criteria of exceptional performance as defined, listing specific contributions, characteristics and outcomes.

*Justification MUST be provided if employee is being recommended for exceptional performance award.*

Supervisor/Dept Head signature \_\_\_\_\_ Division Head signature \_\_\_\_\_  
 Date\_\_\_\_\_ Date\_\_\_\_\_

☐ Recommendation accepted      VP signature \_\_\_\_\_ Date\_\_\_\_\_

☐ Recommendation not accepted

## Professional Staff Salary Matrix, 7/1/2025-6/30/2026\*

Range	07.01.25 Min	07.01.25 Max		Range	07.01.25 Min	07.01.25 Max
16	\$63,129.05	\$83,738.94		31	\$93,283.67	\$175,842.90
17	\$63,129.05	\$88,823.64		32	\$97,856.14	\$184,633.26
18	\$63,129.05	\$93,200.46		33	\$102,648.97	\$193,821.42
19	\$63,129.05	\$97,867.98		34	\$107,687.67	\$203,552.22
20	\$63,129.05	\$102,796.62		35	\$112,976.31	\$213,668.58
21	\$63,129.05	\$107,893.56		36	\$118,527.13	\$224,343.90
22	\$63,129.05	\$113,324.04		37	\$124,354.43	\$235,618.98
23	\$63,754.42	\$119,012.58		38	\$130,474.52	\$247,500.96
24	\$66,844.56	\$124,923.48		39	\$136,900.66	\$259,750.14
25	\$70,089.77	\$131,210.76		40	\$143,656.33	\$272,717.40
26	\$73,502.29	\$137,773.44		41	\$150,743.55	\$286,404.78
27	\$77,085.18	\$144,786.96		42	\$158,180.70	\$300,727.62
28	\$80,840.48	\$151,894.32		43	\$165,994.30	\$315,766.50
29	\$84,787.57	\$159,481.08		44	\$174,197.61	\$331,552.02
30	\$88,932.59	\$167,428.92				

\*Salary Minimums were raised by the NI rate, 2.0184% on July 1, 2025

\*Salary Maximums were raised by 2% on July 1, 2025

\*Salary minimums and maximums will be adjusted annually per the Agreement, 7/1/23 to 6/30/27

**Faculty Salary Minima  
Tenured & Tenure-Track**

<b>Rank</b>	<b>Minimum Salary</b>
Assistant Professor	\$85,000
Associate Professor	\$100,000
Professor	\$120,000
Distinguished Professor	\$140,000



## APPENDIX E



*file: PSA/AAUP*  
University General Counsel and  
Executive Director of Employee Relations

### M E M O R A N D U M

**TO:** Saul K. Fenster, President, NJIT  
Eugene Golub, President, PSA/AAUP  
Gary L. Thomas, Provost, NJIT  
Robert Dresnack, Chief Negotiator, PSA/AAUP  
Henry Mauermeyer, Vice President for  
Administration & Treasurer, NJIT

**FROM:** Robert H. Avery, General Counsel & Executive  
Director for Employee Relations, NJIT

**DATE:** December 7, 1993

**RE:** Minutes of Meeting of Officers of NJIT and PSA/AAUP  
Regarding Faculty Load Methodology

The following represents the minutes of a specially called meeting of the above-referenced individuals concerning the appropriate statement of methodology for teaching load at NJIT, where consensus was reached in good faith representing guiding principle.

The fundamental principles espoused in the Preamble to Section 216 of the governing Faculty Handbook (attached) concerning faculty load methodology, are recertified, and adjusted as necessary, concomitant with NJIT's current status as a research university. Further, NJIT recognizes the nominal teaching load of nine contact-hours per semester as representing that evolution of NJIT to its current status as a public research university.

This recertification and recognition is understood to be dollar neutral at this point in time, from and with respect to status quo prior to recertification methodology. However, it is contemplated that there are potential redistributions of certain individual load assignments, modest class size adjustment where and when appropriate and necessary flexibility in program administration to maintain institutional integrity while remaining true to the methodology herein recertified.

The principals, to this meeting of the minds, further understand that those faculty who are primarily, only teaching may be expected to teach up to 12 hours. Currently, excluding School of Architecture faculty hours, the university cites approximately 37 +/- faculty teaching

University Heights  
Newark, New Jersey 07102  
(201) 596-3107/6383

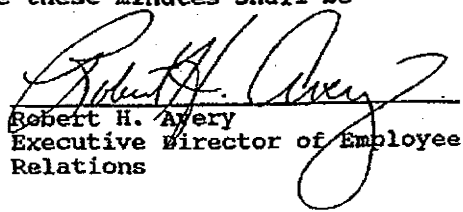
twelve (12) hours and 14 more teaching between 9 and 12 hours. This snapshot represents significantly less than 18% +/- of the faculty body and within the College of Engineering the percentage is lower still. It is anticipated that these numbers will not increase and over time will diminish as the academic mission of the university is fully realized throughout its faculty constituency.

As governance of consensus is appropriate from time to time, the principals or their formal successors and/or assigns agree to maintain periodic review of the integrity of this methodology giving due attention and respect to real or genuinely perceived aberrations herefrom as brought forward by the university, its individual faculty and/or from among the governing jurisdiction of the PSA/AAUP or Faculty Council.

Initially, the university commits to aggressively certify this methodology from among the faculty engaged primarily in teaching within the graduate disciplines. Additionally, it is understood that governance of principles herein espoused contemplates undergraduate cooperative education, and other similar teaching relating assignments to be recognized as part of the faculty assignment and be handled in an equitable, consistent and reasonable practice at the departmental level.

Agreement with the minutes as set out above shall be certified by initialling his assent next to his respective name.

Finally, the principals agree that this recertification contemplates the sunseting, as specifically negotiated to good faith closure, of Article XIII. G., Thesis Advisement Reimbursement of the successor Collective Bargaining Agreement between NJIT and the PSA/AAUP as well as a comprehensive negotiated package of mutual concessions as discussed in principle heretofore, at which time these minutes shall be recertified.

  
Robert H. Avery  
Executive Director of Employee  
Relations

RHA:BCD

## Hiring and Promotion of University Lecturers

### 1. Hiring

- a. Hiring of University Lecturers and Senior University Lecturers shall follow the standardized search process following procedures outlined in the Lecturer Search Guidelines.
- b. Upon recommendation of the Committee on Lecturers (see below), and in keeping with the University's internal mobility policy, which encourages promotions and lateral transfers both between and within schools and departments, and in furtherance of the University's goal to recognize and reward the performance of its employees, an expedited search may be conducted by way of an internal posting. This posting must be on the University website for a minimum of five (5) business days, and posted on the websites of the department where a Lecturer line is open.
- c. In cases where a Lecturer must be hired after July 1 for the new academic year to fulfill the instructional mission of the academic unit, the unit head (Chair or Dean) may offer a one year Interim appointment, with the proviso that continuation of the candidate in the Lecturer position is subject to the requirements of Paragraph 1.a. above, before the end of the academic year. If the Interim hire starts in January, his/her initial term may be extended until the end of the next full academic year. This first year of employment shall count as the probationary year under Article XI.A.5 of the Agreement.

### 2. Promotion to Senior University Lecturer

- a. Senior University Lecturer is a rank of distinction that may be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is awarded to candidates with documented superior performance and credentials in their domain of expertise. Given the nature of instructional focus of these positions, promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. Promotion to Senior University Lecturer, or initial appointment at that rank, carries with it the expectation of a service component consistent with the teaching nature of the position.
- b. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent prior full-time teaching at the college level may be considered for two years of the required five-year period. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated.

- c. The promotion process is initiated by the candidate, who submits a dossier to the Committee on Lecturers ("CoL") consisting of the following:
- A portfolio of student work indicating student outcomes (papers, exams, research or design projects, etc.)
  - A full set of student evaluations, including all comments, in hard copy or as a digital file, for each course taught over the past three years.
  - A summary statement by the Lecturer indicating significant teaching accomplishments that warrant consideration for promotion, including any research and service activities that are consistent with the nature of the position.
  - The candidate's biographical data, including the candidate's C.V. in NJIT format.
  - A Personal Statement of Teaching (maximum of two typed pages).<sup>1</sup>

Additionally, the Lecturer may request peer review via a classroom visit by a tenured Faculty Member appointed by the Committee on Lecturers. The Lecturer may also include letters from students, colleagues, or administrators with first-hand knowledge of their capabilities.

- d. A recommendation from the Committee on Lecturers, along with the dossier, is submitted in writing to the Chair of the candidate's academic department. The Chair will review the dossier, and the Committee's recommendation, and will write a recommendation letter that is forwarded, also along with the dossier, to the Dean for review. In academic units with no departments the CoL recommendation will go directly to the Dean. The Dean will review the dossier and the Chair's recommendation and will write a recommendation letter that is forwarded to the Provost, along with the dossier, for final action. The Provost will notify the candidate regarding approval or denial of promotion in writing, with copies sent to the Department Chair and Dean. A candidate for promotion who contends unjust denial may appeal the decision in writing to the Provost through the Department Chair and Dean, within 14 calendar days of the date of receipt of written notification of denial. Grounds for appeal exist when the denial of promotion resulted from the fact that not all evidence in support of the candidate was presented at the time of the original consideration or when the denial resulted from procedural irregularities.

### **3. Committee on Lecturers**

The Committee on Lecturers is appointed by the P&T Committee of the academic unit and consists of two Faculty Members and one Senior University Lecturer, the latter drawn from the department if possible or from the college or school of which the department is part. The CoL reports to the P&T Committee which shall submit its recommendations to the head of the academic unit (Chair or Dean).

This Committee shall be charged with four duties:

- Conducting a search for open Lecturer positions;
- Reviewing Lecturers hired after July 1 of the new academic year prior to their renewal for a second one-year term;

- Conducting annual reviews of each Lecturer; the Senior University Lecturer on the Committee shall be recused from self-evaluation.
- Reviewing dossiers of University Lecturers applying for promotion to Senior University Lecturer.

#### **4. Protocol**

The hiring and promotion policy for Lecturers shall be implemented through the Provost's Office. All issues concerning terms and conditions of employment are governed by the NJIT/PSA Collective Negotiations Agreement (CNA), to the extent applicable. [ Once the PSA and the administration agree, the promotion policy that currently resides in the PSA contract will be amended to conform to this document.]<sup>2</sup> It will also be available on the Provost's website. After that time, any changes to the promotion policy are subject to the negotiations with the PSA, to the extent that they implicate terms and conditions of employment that are negotiable under New Jersey law.

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#### **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 1<sup>st</sup>
- Forwarding of Department Chair recommendation and candidate's dossier to Dean: December 1<sup>st</sup>
- Forwarding of Dean's recommendation and candidate's dossier to Provost: February 1<sup>st</sup>
- Written notification from Provost to candidate: April 1<sup>st</sup>
- Submission of appeal: April 15<sup>th</sup>
- Response to appeal: May 30<sup>th</sup>
- If awarded, promotion is effective as of Fall of the next academic year.

### **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 seven-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.



## Appendix H

### Lecturer Salary Matrix

Effective 7/1/2023

Rank	Minimum
University Lecturer	\$ 65,000
Senior University Lecturer	\$ 75,000



## Your NVA Vision Benefit Summary

## Schedule of Vision Benefits

<b>Benefit Frequency</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
<b>Examination</b> Once Every 12 Months	<ul style="list-style-type: none"> <li>Covered 100% After \$10 copay</li> </ul>	Reimbursed Amount <ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Fit/Follow-Up***</b> Once Every 12 Months Standard Daily Wear  Standard Extended Wear  Specialty Wear	<ul style="list-style-type: none"> <li>Covered 100% after \$20 copay</li> <li>Covered 100% after \$30 copay</li> <li>Covered 100% after \$50 copay</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> <li>N/A</li> <li>N/A</li> </ul>
<b>Lenses</b> Once Every 24 Months  <ul style="list-style-type: none"> <li>Single Vision</li> <li>Bifocal</li> <li>Trifocal</li> <li>Lenticular</li> <li>Polycarbonates (under age 19)</li> </ul>	Standard Glass or Plastic  <ul style="list-style-type: none"> <li>Covered 100% After \$25 copay</li> <li>Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> <li>N/A</li> <li>N/A</li> <li>N/A</li> <li>N/A</li> </ul>
<b>Frame</b> Once Every 24 Months	Retail Allowance <ul style="list-style-type: none"> <li>Up to \$130 (20% discount off balance)*</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Contact Lenses</b> Once Every 24 Months  Elective Contact Lenses  Medically Necessary****	In lieu of Lenses & Frame  <ul style="list-style-type: none"> <li>Up to \$130 Retail (15% discount (Conventional) or 10% discount (Disposable) off balance)**</li> <li>Covered 100%</li> </ul>	In lieu of Lenses & Frame  <ul style="list-style-type: none"> <li>N/A</li> <li>N/A</li> </ul>

\*Does not apply to Wal-Mart / Sam's Club or Lenscrafters locations or for certain proprietary brands. \*\*Does not apply to Wal-Mart/Sam's Club, Lenscrafters, Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle, & K-Mart and may be prohibited by some manufacturers.

\*\*\*Only covered if you choose Contact Lenses. \*\*\*\*Pre-approval from NVA required.

**Fixed prices/courtesy discount do not apply at Walmart/Sam's Club and LensCrafters locations.**

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

<ul style="list-style-type: none"> <li>\$75 Polarized</li> <li>\$30 Blended Bifocal (Segment)</li> <li>\$40 Blue Light Blocker (Standard)</li> <li>\$60 Blue Light Blocker (Premium)</li> <li>\$150 Blue Light Blocker (Ultra)</li> <li>\$12 Fashion Gradient</li> <li>\$20 Glass Photogrey (Single Vision)</li> <li>\$30 Glass Photogrey (Multi-Focal)</li> <li>\$55 High Index</li> <li>\$12 Ultraviolet Coating</li> </ul>	<ul style="list-style-type: none"> <li>\$25 Polycarbonate (Single Vision) 19 &amp; over</li> <li>\$30 Polycarbonate (Multi-Focal) 19 &amp; over</li> <li>\$10 Scratch-Resistant Coating (Standard)</li> <li>\$65 Transitions Single Vision (Standard)</li> <li>\$70 Transitions Multi-Focal (Standard)</li> <li>\$10 Solid Tint</li> <li>\$40 AR Coating – Tier 1</li> <li>\$50 AR Coating – Tier 2</li> <li>\$65 AR Coating – Tier 3</li> <li>\$80 AR Coating – Tier 4</li> </ul>	<ul style="list-style-type: none"> <li>20% discount AR Coating – Tier 5</li> <li>\$50 Progressive Tier -1</li> <li>\$80 Progressive – Tier 2</li> <li>\$100 Progressive – Tier 3</li> <li>\$120 Progressive – Tier 4</li> <li>\$140 Progressive – Tier 5</li> <li>\$165 Progressive – Tier 6</li> <li>\$190 Progressive – Tier 7</li> <li>20% discount Progressive – Tier 8</li> <li>\$39 Retinal Screening</li> </ul>
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For lens options & services purchased from a participating NVA provider, NVA members will only pay the fixed maximum amount or the provider's Usual and Customary (U&C) charge less 20%, whichever is less. Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price. Fixed prices are available in-network only. In certain states, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. Some optometrist affiliated with Optical Retail locations (i.e., LensCrafters, Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program. Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

**NJIT**

Effective 05/01/2022

Group Number# 1371

**How Your Vision Care Program Works**

Eligible members and dependents are entitled to receive a vision examination and contact lens evaluation/fitting once every 12 months and one (1) pair of lenses and a frame or contact lenses once every 24 months from last date of service.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at [www.e-nva.com](http://www.e-nva.com), or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number **13710001** or the group number on the identification card and enter in your search parameters. It's that easy!



# Get a Better View

**Plan Specific Details Online:** The NVA website is easy to use and provides the most up to date information for program participants:  
 -Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent  
 -View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

**Examinations:** The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

**Lenses:** NVA provides coverage in full for standard glass or plastic eyeglass lenses.

**Frames:** Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

**Contact Lenses:** The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses includes fitting and follow up and may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

**Laser Eye Surgery:** NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

**Hearing Discount:** You will receive up to up to 60% savings at participating provider locations through NationsHearing®

**Discounts:** In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

\*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only		
Service	Participating Provider	Lens Options
<b>Eye Examination:</b>	<b>Member Cost:</b> Retail Less \$10	\$12 Solid Tint/ Gradient Tint \$50 Standard Progressive Lenses \$75 Polarized Lenses \$65 Transitions Single Vision Standard \$70 Transitions Multi-Focal Standard \$15 Standard Scratch Coating \$12 UV Coating \$35 Polycarbonate \$45 Standard Anti-Reflective
<b>Contact Lens Fitting:</b>	Retail Less 10%	
<b>Lenses:</b>	Glass or Plastic	
Single Vision	\$35.00	
Bifocal	\$55.00	
Trifocal or Lenticular	\$70.00	
<b>Frame:</b>	Retail Less 35%	
<b>Contact Lenses*:</b>	<b>Member Cost:</b>	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price.

Wal-Mart / Sam's Club and Lenscrafters stores do not provide additional discounts.

Some optometrist affiliated with Optical Retail locations (i.e., LensCrafters, Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

## At NVA, We Work Only for Our Clients.

**Exclusions / Limitations:** No payment is made for medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of glasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or Worker's Compensation / examination, procedures training or materials not listed as a covered service / industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

National Vision Administrators, L.L.C. • PO Box 2187 • Clifton, NJ 07015  
 Web: [www.e-nva.com](http://www.e-nva.com) • App: App Store or Google Play • Toll-Free: 1.800.672.7723  
 NVA® and EyeEssential® are registered marks of National Vision Administrators, L.L.C.

*This document is intended as a program overview only and is not a certified document of the individual plan parameters.*



## **Employee Tuition Remission Policy**

**Effective Date: September 1, 2017**

### **Policy Statement**

The university recognizes the importance of investing in Tuition Remission and Tuition Reimbursement for its employees, and in applicable cases, their dependents. The policy, and its related programs, pertain to full time and part time employees who are interested in furthering their education and professional skills. The policy, and its supporting programs, are designed to be fair and equitable to both the university and the employee. Any programs which are included as part of this policy are superseded by agreements within individual employee bargaining units.

*1. Guiding Principle:*

This policy pertains to full-time and part-time employees who choose to advance their education and professional skills by enrolling in for-credit undergraduate and graduate programs offered by the university. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

*2. General Consideration:*

The Tuition and Fee Remission Plan described in this Policy is subject to the availability of funds as determined by the President of the university. While NJIT expects to continue the Tuition and Fee Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable.

### **Applicability of Tuition Remission and Tuition Reimbursement:**

1. **Employee Tuition Remission-** Defines the Tuition Remission Program for employees enrolled in undergraduate and graduate degree programs at NJIT.
2. **Employee Dependent Tuition Remission-** Defines the Tuition Remission Program for dependents of NJIT employees.
3. **Employee Tuition Reimbursement-** Defines the Tuition Reimbursement Program for employees enrolled in undergraduate and graduate degree programs outside of NJIT which directly relate to the employee's job but are not available at NJIT.





## **1) Employee Tuition and Fees Remission for NJIT Degrees**

### **A. Overview**

This policy pertains to full-time and part-time employees who choose to advance their education and professional skills by enrolling in for-credit undergraduate and graduate programs offered by the university. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

#### *General Consideration:*

The Tuition and Fee Remission Plan described in this Policy is subject to the availability of funds as determined by the President of the university. While NJIT expects to continue the Tuition and Fee Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable.

### **B. Eligibility**

Tuition and Fee Remission is available to full-time and part-time employees who work a minimum of 20 hours per week. Adjunct faculty, temporary workers, consultants, leased or contracted individuals and other employees who work fewer than 20 hours per week, are not eligible for Tuition and Fee Remission benefits. Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive Tuition and Fee Remission benefits.

Eligibility begins 1 year following the start date of employment, unless an employee's collective bargaining unit calls for a different period, and continues while the employee is actively employed when course(s) are completed. If employment with NJIT or NJII is terminated, whether voluntarily or involuntarily, tuition and fee remission will continue to the completion of the academic term.

Approved programs, including undergraduate degree, graduate degree, and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs must be related to an employee's career and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

Tuition and Fee Remission does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours. If a course is only available during work hours, the employee's supervisor will decide whether or not to release him or her from work to attend the class based on the work requirements of the department, charging leave banks where appropriate and in accordance with the employee's individual bargaining unit.

- An eligible employee must meet the administrative and academic requirements and follow all admissions and registration procedures. The employee must maintain satisfactory academic progress in order to maintain eligibility.
- If the employee receives grades of “D” (deficient), “F” (failed), or fails to convert a grade of “I” (incomplete) to a grade of “C” or better within one (1) semester, the employee shall be responsible for the costs of taking the course and must reimburse NJIT for the cost of tuition and fees, if applicable, for course.
- If an employee withdraws from an NJIT course after the 100% refund date deadline as referenced in the academic calendar, the employee must reimburse the university for those courses.
- Eligible full time employees may enroll in two (2) courses per Fall semester, Spring semester, or Summer Session, up to a maximum of six (6) credit bearing courses during the year. This includes thesis supervision/dissertation.
- Eligible part-time employees may enroll in one (1) course per Fall semester, Spring semester, or Summer Session, up to a maximum of three (3) courses during theyear.
- Winter Session courses are not included in this program.
- The plan will not pay for any course more than once, pay for courses taken during previous semesters, or pay for courses which are audited and do not receive a grade.
- The abovementioned course load limitations pertain to programs at NJIT or other cross-registered Colleges/Universities where applicable.

### **C. Application of the Policy**

Prior to the granting of Tuition and Fee Remission benefits, the employee must complete the required Tuition and Fee Remission Form as early as (30) days prior to the start of the semester, but no later than (14) days after the start of the semester. Any penalties associated with late submission of forms are the responsibility of the employee. The dual purpose of this form is to apply for Tuition and Fee Remission and to authorize NJIT to deduct from the employee’s salary any amount that may become due as a result of any of the following pertaining to a course:

- Withdrawal
- Receiving a grade of less than a C
- Receiving an Incomplete

In these cases, the cost of tuition and/or mandatory fees for the course(s) must be repaid by the employee to the university at the per credit rate, no later than (30) days after grades are posted online. If payment arrangements are not made, the university reserves the right to commence automatic payroll deductions from the employee’s salary, not to exceed ten percent (10%) of the employee’s bi-weekly salary, until the full amount due is paid.

The cost of other fees, textbooks, laboratory breakage, travel (where applicable), housing, meals and other incidental expenditures are the responsibility of the employee. Professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses are not part of this program.

Tuition and required fees for courses taken at Rutgers-Newark or Essex County College during the Fall or Spring semesters are eligible for Tuition Remission if the employee cross-registers for a mandatory course that is not offered at NJIT.

IRS Taxable Income:

The Tuition and Fee Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

The employee, if pursuing an undergraduate degree, must complete the Free Application for Federal Student Aid (FAFSA) each year, and is required to accept and use all grant based awards prior to the use of the Tuition Remission benefit.

Payments will be posted according to the order defined in this document and will post to the charges according to the NJIT Application of Payment Policy. At no time will an employee be issued a refund when tuition remission has been used, except in the case in which an employee has paid with loans, or personal means, such as cash, check or credit cards in advance of Tuition and Fee Remission.

Appendix A: Tuition and Fee Remission Benefits by Union Table

<b><u>Employee</u></b>	<b><u>AFSCME</u></b>	<b><u>OPEIU</u></b>	<b><u>PSA</u></b>	<b><u>Non-Aligned</u></b>	<b><u>SOA/LOA</u></b>	<b><u>UCAN</u></b>	<b><u>FOP</u></b>	<b><u>NJII</u></b>
Tuition Covered	100%	100%	100%	100%	100%	100%	100%	100%
Fees Covered*	100%	100%	100%	100%	100%	100%	100%	100%
Course Limit (per calendar year)	6	6	6	6	6	6	6	6

\*Fees covered include - University Fee, Activities Fee Undergraduate, Graduate Student Association Fee and Summer University Fee.





## **2) Employee Tuition and Fee Reimbursement for Non-NJIT Degrees Only**

### **A. Overview**

This policy pertains to full-time and part-time employees who choose to advance their education and professional skills by enrolling in for-credit undergraduate, graduate, and doctoral programs offered by a university other than NJIT, if NJIT does not have the required program the employee needs to advance his or her career. The employee must be admitted to an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

#### *General Consideration:*

The Tuition Reimbursement Plan described in this Policy is subject to the availability of funds as determined by the President of the university. While NJIT expects to continue the Tuition Reimbursement Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable.

### **B. Eligibility**

Tuition and fee Reimbursement is available to full-time and part-time NJIT and NJII employees who are enrolled in a degree program at another accredited college or university. Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive Tuition Reimbursement benefits.

Eligibility begins following 1 year of employment, unless an employee's collective bargaining unit calls for a different period, and continues while the employee is actively employed when course(s) are completed. If employment is terminated, whether voluntarily or involuntarily, reimbursement will be paid for courses successfully completed before the last day worked. Employees who leave the employ of the university before completing the course will not be reimbursed by the university.

Approved programs, including undergraduate degree, graduate degree, and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs must be related to an employee's career and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

Tuition Reimbursement approval does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours.

Eligible full time employees may enroll in two (2) courses per Fall semester, Spring semester, or Summer Session, up to a maximum of six (6) credit bearing courses during the year. This includes thesis supervision/dissertation. Winter Session courses are not included in this program.



Eligible part-time employees may enroll in one (1) course per Fall semester, Spring semester or Summer Session, up to a maximum of three (3) credit bearing courses during the year. Winter Session courses are not included in this program.

The employee must maintain satisfactory academic progress in order to receive Tuition Reimbursement. If an employee withdraws from a course, or in a Pass/Fail course the course is failed, or if the employee receives grades of, "D" (deficient), "F" (failed), or failing to convert a grade of "I" (incomplete) to a grade of "C" or better within one (1) semester the employee will not be reimbursed for the cost of tuition and fees for the course(s).

### **C. Application of the Policy**

Prior to the granting of Tuition Reimbursement benefits, the employee must complete the required Tuition Reimbursement Form and submit a transcript of their final grades to the Human Resources Office within 30 days of completion of the course(s). Any penalties associated with late submission of forms and any other documents are the responsibility of the employee.

Tuition Reimbursement will be granted following proof of successful course completion with a grade of "C" or higher, or in a Pass/Fail course, the course is passed. Employees must submit a proof of payment statement, reflecting the method of payment including cash, credit card, check or any use of a financial instrument requiring repayment by the debtor in order to be reimbursed. The reimbursement amount will be up to the rate of undergraduate or graduate NJIT per-credit tuition, university fee, UG student activity fee, or the graduate association fee as applicable.

The plan will not pay for any course more than once, and it will not duplicate other educational assistance the employee may be receiving, such as scholarships, veteran's educational benefits or other financial aid. Tuition Reimbursement will not be granted if the employee chooses to audit a course and therefore does not receive a grade.

Professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses are not part of this program.

Many online accredited colleges and universities operate on a lesson or unit basis rather than by semesters. The employee must provide a statement from the college or university showing the total number of lessons or units in the course, the total cost for the course (less non-required fees and cost for books and other equipment), and the amount of tuition and required fees paid, if applicable, and submit the final grade upon completion of the course. The Tuition Reimbursement benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Reimbursement Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

### **3) NJIT Employee Dependent Tuition Remission Program**

#### **A. Overview**

This policy pertains to the dependent children of full-time faculty and staff of the university [hereinafter referred to as “Dependents”] who choose to advance their education by enrolling in for-credit undergraduate programs offered by the university. Dependents must register for a full-time, matriculating, undergraduate program at NJIT for the child’s first baccalaureate degree. The Plan does not cover graduate degrees.

#### *General Consideration:*

The Tuition Remission Plan described in this Policy are subject to the availability of funds as determined by the President of the university. While NJIT expects to continue the Employee Dependent Tuition Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable.

#### **B. Eligibility**

Tuition Remission is available to the dependent children of NJIT full-time permanent employees who work a minimum of 20 hours per week. NJIT dependent children are not eligible for this program.

The parent of the Dependent must be employed on a full-time permanent basis as of the first day of the course. To remain eligible, the Dependent’s parent must maintain full-time employment with the university. If the parent separates from NJIT after the child begins a semester, whether voluntary or involuntarily, or due to death or disability, eligibility will continue during the semester, but end upon completion of the semester.

A Dependent shall be defined as a child who is dependent upon the employee for support as defined by the Internal Revenue Service, and claimed as a dependent on the employee’s federal income tax return. The university reserves the right to request a copy of the parent or legal guardian’s federal income tax return.

The Dependent must be the biological child, adopted child, stepchild, or ward of the employee and must be the employee’s dependent (documentation is required, such as birth certificate for biological children, marriage and birth certificate for step children, or a letter from the state for foster children).

The Dependent must be less than 23 years old at the time of enrollment. Married children are not classified as dependents, and are not eligible for tuition remission benefits.

Dependents must meet the university’s academic admissions requirements and follow registration procedures.

Dependents must be registered for no fewer than 12 credits, but no more than 19 credits per semester. Dependents may register as part-time only during the last semester of his or her senior year.



Dependents must maintain satisfactory academic progress in order to maintain eligibility. If the Dependent receives grades of, “D” (deficient), “F” (failed), or fails to convert a grade of “I” (incomplete) to a grade of “C” or better within one (1) semester, the employee shall be responsible for reimbursing NJIT for the cost of tuition and covered fees, if applicable, for courses.

In no case will tuition remission be granted beyond 10 academic semesters for a 4-year program or beyond 12 academic semesters for a 5-year program. Winter and summer courses are permitted outside of the academic semesters.

Tuition remission benefits for Dependents are not available for programs at other universities which are not part of an NJIT cross-registration program.

Tuition Remission will not be granted if the Dependent chooses to audit a course and therefore does not receive a grade. Tuition Remission does not cover the cost of tuition and/or fees for courses that the Dependent elects or is required to repeat.

### **C. Application of the Policy**

Prior to the granting of Tuition Remission benefits, the employee must complete the required Tuition Remission Form as early as (30) days prior to the start of the semester, but no later than (14) days after the start of the semester. Any penalties associated with late submission of forms are the responsibility of the employee. The dual purpose of this form is to apply for Tuition Remission and to authorize NJIT to deduct from the employee’s salary any amount that may become due as a result of any of the following pertaining to a course:

- Withdrawal
- Receiving a grade of less than a C
- Receiving an incomplete

In these cases, the cost of tuition and/or mandatory fees for the course(s) must be repaid by the employee to the university at the per credit rate, no later than (30) days after grades are posted online. If payment arrangements are not made, the university reserves the right to commence automatic payroll deductions from the employee’s salary, not to exceed ten percent (10%) of the employee’s bi-weekly salary, until the full amount due is paid.

The cost of other fees, textbooks, laboratory breakage, travel (where applicable), housing, meals and other incidental expenditures are the responsibility of the student.

#### IRS Taxable Income:

The Tuition Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

#### Posting Payments to the Student Account:

Payments to the student account will be posted according to the order defined in the [NJIT Application of Payment Policy](#), as summarized below.

Dependents are required to accept and use all state and federal grant based awards prior to the use of the Tuition Remission benefit. In cases where students receive state (ie: NJTAG) and federal (ie: Pell) funded grants and scholarships, those funds will always be applied first to tuition and then to mandatory university fees\* as determined by the conditions of the grant or scholarship.

In cases where Dependents receive individual (non- state and/or non-federal) grants or scholarships in addition to government funds, whether from NJIT or another source, if no designation is pre-determined, those benefits will be applied first to tuition, then to mandatory university fees. Only after these additional sources of funding are exhausted will Tuition Remission benefits be applied to the student bill.

In cases where grants or scholarships do not indicate a specific designation for application of funds, and the Dependent wants to apply them to housing and/or meals, only the balance remaining after required tuition and university fees are covered will be applied to housing and meals.

In cases where grants or scholarships specify application of funds toward meals and housing, those funds will not be used for tuition and mandatory university fees.

Each Dependent's bill is reviewed individually and in cases where awarded scholarships and grants cover 100% of tuition, Tuition Remission will not be applied to the Dependent's bill. At no time will a student be issued a refund when tuition remission has been used, except in the case where an employee dependent has paid with loans, or personal means, such as cash, check or credit cards in advance of Tuition Remission.

See Appendix A for sample application of funds to the student bill.

**Employee Dependent Covered Tuition and Fees, Per University Bargaining Unit:**

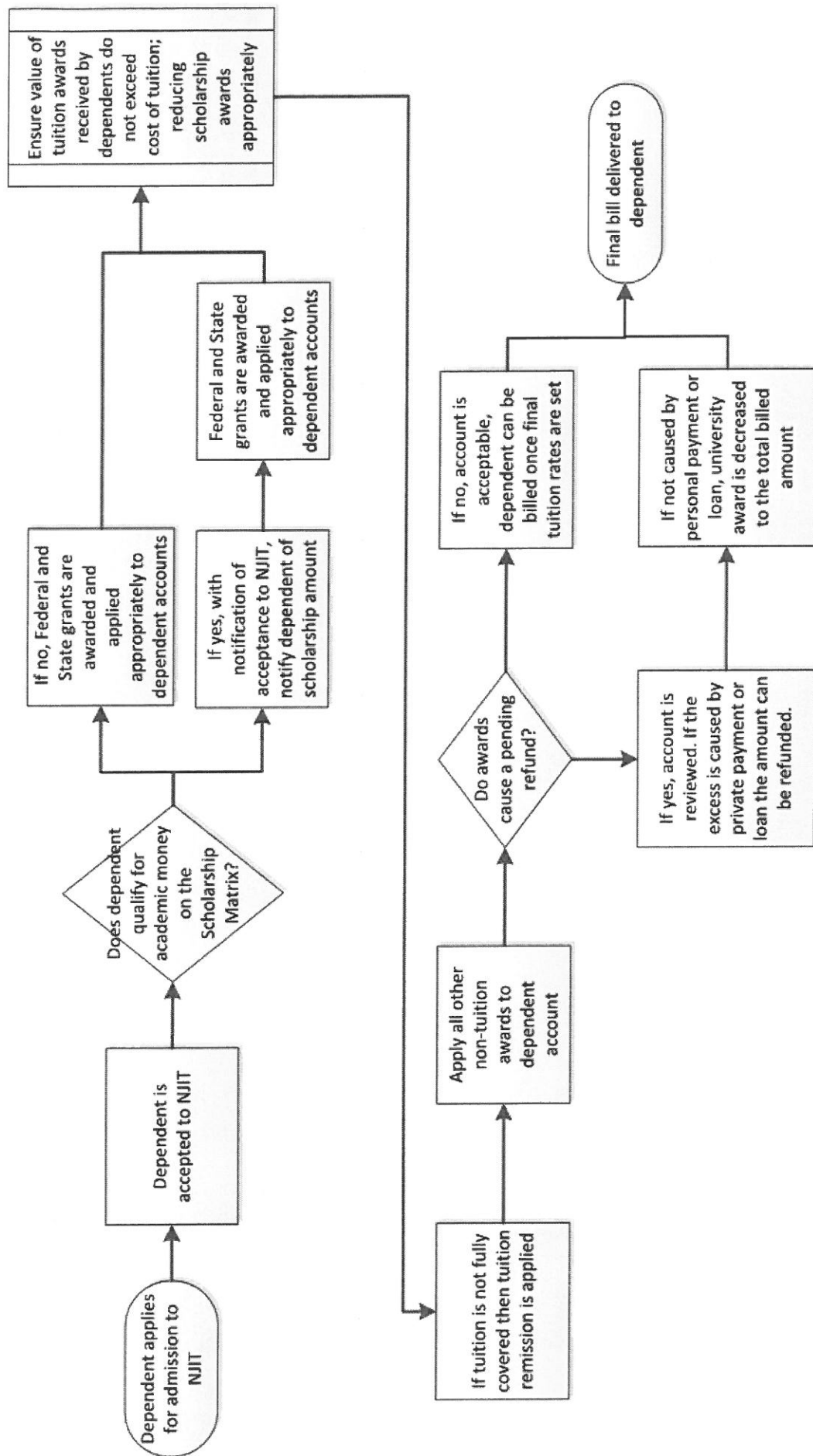
The Dependent charges for tuition, university fee, and student activity fee are eligible to be considered for the NJIT Tuition Remission program, per the table below. All other fees, assessments, room, and meal charges are the responsibility of the student.

<b><u>Dependent</u></b>	<b><u>AFSCME</u></b>	<b><u>OPEIU</u></b>	<b><u>PSA</u></b>	<b><u>Non-Aligned</u></b>	<b><u>SOA/LOA</u></b>	<b><u>UCAN</u></b>	<b><u>FOP</u></b>
Covered Tuition	100%	100%	100%	100%	100%	100%	100%
Covered Fees**	100%	100%	0%	0%	0%	0%	0%

\* This refers to fees not covered by the Employee Tuition Remission Policy.

\*\* Fees covered include - University Fee, Activities Fee Undergraduate and Summer University Fee.

## Appendix A



## EFFECTIVE DATE OF POLICY

This policy takes effect upon adoption, and supersedes and revokes any former reasonable accommodation policies and procedures.

### REVIEW:

Holly C Stern 9/5/17  
Date  
Holly C. Stern, Esq.  
General Counsel  
Vice President for Legal Affairs

### APPROVAL:

Joel S. Bloom 9/1/17  
Date  
Joel S. Bloom  
President

Fadi P. Deek 9/6/17  
Date  
Fadi P. Deek  
Provost & Senior Executive Vice President

Edward J. Bishof, Sr. 9/7/17  
Date  
Edward J. Bishof, Sr.  
Senior Vice President for Finance &  
Chief Financial Officer

Andrew P. Christ 9/7/17  
Date  
Andrew P. Christ  
Vice President for Real Estate  
Development & Capital Operations

Kay Turner, Esq., SPHR 9/7/17  
Date  
Kay Turner, Esq., SPHR  
Vice President for Human Resources

Donald H. Sebastian 9/7/17  
Date  
Donald H. Sebastian  
Senior Vice President for Technology &  
Business Development  
President & CEO of NJII

Kenneth Alexo, Jr. 9/5/17  
Date  
Kenneth Alexo, Jr.  
Vice President Development & Alumni Relations

## Appendix K

### Large Class Size Load and Support

To improve efficiency in course delivery without compromising course quality and content, large classes will be limited to courses that will not be impacted detrimentally. The objective is to effectively utilize faculty resources while avoiding teaching loads with too many contact hours for the faculty to effectively conduct research, scholarship and other faculty duties.

Course loads and the support required to accomplish the objective are outlined below:

Load Credit Multiplier (LCM) For each section taught by an instructor, there is a load credit multiplier (LCM) that when multiplied by the number of contact hours for the course yields the load credit received by the instructor for teaching the course. The LCM guide for a section is determined by the enrollment in the section on the 10<sup>th</sup> day of the semester according to the following table:

	Load Credit Multiplier (LCM) <i>*Revised in 2019-2023</i>
From 1 to 43 students	1.00
From 44 to 55 students	1.25
From 56-80 students	1.50
From 81-104 students	1.75
105 or more students	2.00

Any resulting course load teaching reduction will be awarded within no more than two semesters following the semester in which an LCM adjustment was necessary.

### Principles for Grading Support

Important principles apply when grading support is provided:

1. Departments will provide and set qualifications for graders.
2. The instructor must supervise the grading, retains responsibility for grades given, and must review contested grades.

3. In all courses, the faculty has responsibility for the course content and pedagogy including the assignment and assessment of homework, projects, papers, quizzes and exams. The faculty will continue to fulfill this responsibility through institutional structures including curriculum committees, departmental administration, course coordinators and as individual instructors. Additional resources beyond those in place, such as graders, required to implement assessments are approved and distributed by the Provost through the deans and the chairs.
4. Regardless of the level of grading support provided, instructors are expected to retain regular personal involvement in the grading of student work. This involvement must be sufficient for the instructor to have clear understanding of the progress of the students in the class. While instructors can expect assistance with grading responsibilities in recognition of their efforts to supervising grading, this MOU does not mandate the reduction of an instructor's personal grading load for any course below half that required for a normal-sized class.
5. Courses which utilize common shared grading of exams will distribute grading responsibility among the instructors in an equitable manner. The course coordinator will assign grading duties to the instructors, as much as practicable, taking into consideration the grading support assigned to each instructor.
6. In some courses, such as many writing intensive courses, for which qualified graders (or appropriate alternative grading methods) cannot be secured, large-lecture format will not be utilized.
7. The large class workload formula described in this MOU shall apply to faculty and university lecturers.

Grading support will be provided to support large classes when the total student-hour load of the instructor exceeds the expected grading load. This expected grading load for each instructor is determined by multiplying the instructors nominal course load (the number of standard sized classes which would be assigned after any released time is applied) by 30. When the actual total student-hours taught by an instructor exceed the expected grading load, grading support will generally be provided, as required, to the instructor in large sections which exceed 33 students. The extent of grading support provided will depend on the department and the makeup and delivery of the course taking into consideration the actual grading load.



## **Memorandum of Agreement on Development and Delivery of Online, Synchronous Online and Hybrid Courses (MOA)**

January 9, 2025

### **I. RATIONALE**

In recent years there has been a proliferation of teaching modalities that involve the full or partial use of the virtual space to deliver educational content. Each modality has its own characteristics and may require course content development in ways to better engage students with the content and apply pedagogies that facilitate achievement of the defined student outcomes. Although these issues need to be addressed, this agreement focuses on courses requested by the respective colleges to be created as a Quality Assurance (QA) Approved Course in any of the following [NJIT Modes of Instructional Delivery](#): online, synchronous online, and hybrid.

### **II. PROPOSAL**

- 1) Course Development: When the decision is made to create a QA-Approved Course in any of the NJIT approved modes of instructional delivery as specified above the following protocol will be used:
  - a) Qualified NJIT Instructional Staff Members at any rank/title considered a subject matter expert (SME) will be offered the opportunity to develop the course.
  - b) The SME who agrees to develop the course will sign a course development agreement ("CDA"). The CDA will not materially alter the terms and conditions of this MOA as they apply to PSA unit members. A sample CDA to be utilized for PSA unit members is attached hereto as Exhibit A.
  - c) The SME will work with an instructional designer of the Office of the Associate Provost for Online Programs who will provide necessary non-academic course development support.
  - d) The final product must pass a Quality Assurance Review as determined by the administration in consultation with the normal governance process. Such approval will not be unreasonably denied.
  - e) The agreement will indicate the exact time of completion of the content development, as indicated by the "ready for review" date in the CDA. This time cannot be imposed to be less than 16 weeks for active development. At the request of the SME and at the discretion of the administration, the originally agreed upon review date may be extended by 4 weeks, and in no instance can it be more than 4 weeks. This extension will be memorialized as a signed amendment of the original agreement (CDA), signed by both the SME and the Dean of the college requesting the project. After the review date has been achieved, the course will be reviewed and time will be granted for revisions, as necessary, until the QA-Approved Course is complete. By definition, completion means the entirety of the course has been developed

and the standards outlined in the currently used Quality Assurance Rubric, which has been approved by shared governance, have been met. Any changes to the current Quality Assurance Rubric will be developed in consultation with governance.

- f) The SME will be paid \$2,000.00 upon agreeing to create/convert a course, and the \$5,500.00 final payment will be issued upon successful completion of the QA-Approved Course project, implying that the course has passed Quality Assurance Review. In addition, if the SME completes the development deliverables by the review date indicated in the CDA, they will receive \$1,500.00 in addition to their final payment (for a total of \$9,000.00). Any new course offered in any of the delivery modes covered by this agreement will have been compensated for its development.
- g) Should the administration be compelled to use a course developed that meets NJIT's academic standards for the delivery to students but deemed not acceptable in accordance with the Quality Assurance Rubric and, as a result the course as developed is used for no more than one offering of the course, the SME will be paid \$1750 in addition to the initial \$2000 payment, and may be denied the right of first refusal to teach the course more than once. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course being deemed unacceptable. Whether or not the denial of full compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit B.
- h) If the SME fails to deliver a course that passes Quality Assurance Review within the agreed-upon time, and the course is not offered as a result, the SME may be denied some or all of the remaining agreed upon compensation, and their right to future opportunities to develop/convert the same course. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course not passing review. Whether or not the denial of some or all of the remaining compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit B.
- i) Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product.
- j) In cases where a department does not have a qualified Instructional Staff Member willing to serve as an SME the Associate Provost for Online Programs, in consultation with the academic unit offering the course, may find a non-NJIT expert willing to develop the course under the terms discussed above.

## 2) Course Offerings and Instruction

- a) The Instructor who develops/converts a course will be given the “right of first refusal” to teach one section of the course the first five times it is offered. After the course has been taught two times, the course will be examined for its student course evaluation (by the Chairperson of the unit offering the course, or Dean in units without a Chairperson) and its successful passing of the SARA-related review (done by the College-appointed reviewer). Based on the results of the foregoing reviews the academic head of the unit offering the course shall determine if the Instructor’s “right of first refusal” shall continue for the remaining three times the course is offered. If the Chairperson, or Dean in units without a Chairperson, determines that the course does not meet the standards, the Instructor’s “right of first refusal” shall terminate.
- b) All Instructors of online, synchronous online, and hybrid courses must comply with all applicable standards for the corresponding delivery mode established by the university in consultation with governance, in addition to compliance with development scheduling and timing, according to the CDA. This includes upholding any legal obligations applicable to such courses. If standards are not upheld (as determined by the Chairperson of the unit offering the course, or Dean in units without a Chairperson) the course will be offered to another qualified instructor to develop and deliver in its subsequent offerings.
- c) The Large Class Multiplier (LCM) shall apply to courses with the following modifications: Classes will not exceed 30 students without the explicit approval from the appropriate Dean.
  - i) 31-43 students: LCM = 1.25
  - ii) 44-63 students: LCM = 1.50
  - iii) 64-84 students: LCM = 1.75
  - iv) 85+ students: LCM = 2.00
- d) Instructional Staff Members who are assigned to teach online, synchronous online, and hybrid learning courses, pursuant to the terms of this agreement, shall do so as part of their normal teaching load. As per current practices, University Lecturers and Senior University Lecturers may also teach online, synchronous online, and hybrid courses for additional compensation (i.e., adjunct contracts). In all cases, including when an online, synchronous online, and hybrid learning course is assigned to a University Lecturer or Senior University Lecturer, the LCM as set forth in Section II.2.c above shall apply, either through teaching release when on load or additional compensation in the case of adjunct contracts. In case of adjunct contracts, the LCM will be applied by way of a percentage increase in compensation per the LCM (e.g., if the course is contracted at \$X and the course has 32 students then the instructor will be entitled to 1.25(\$X) compensation).
- e) Online, synchronous online, and hybrid learning courses shall first be assigned to SMEs with the right-of-first-refusal as specified above. Remaining courses/sections shall be assigned first to qualified Instructors who volunteer to teach these courses. If courses remain unassigned they shall be assigned by the Department Chairperson (or Dean in units without a Chairperson) to any qualified full-time instructional staff member if one is available.

- f) As part of their assignment, Instructors of online, synchronous online, and hybrid courses, like Instructors of all university courses, are expected to make simple course updates such as updating the course syllabus, modifying assignment due dates, and changing student assignments, if needed.
  - g) In case an external SME is used to develop a course, they may be offered to teach the course under an adjunct contract at least once. If the course is not offered to the external SME, or the course is offered more than once it will be offered to a qualified full-time Instructional Staff Member, if there is one qualified to, and willing to teach the course.
- 3) It is understood and agreed that terms and conditions of employment associated with all other teaching modalities (in addition to asynchronous online) that were mandatory subjects of negotiation continue to be mandatory subjects of negotiation. While all terms and conditions embodied in the Collective Negotiations Agreement remain in effect, except to the extent modified by this agreement, the parties agree that they will continue to negotiate over additional mandatory terms and conditions that should be applied to teaching/learning modalities not covered by this agreement other than exclusively in-person instruction. Nothing in this MOA shall be construed as a waiver of the PSA's right to negotiate over such terms and conditions of employment, and nothing in this MOA shall be construed to expand PSA's right to negotiate over such terms and conditions of employment beyond PSA's right to negotiate prior to this MOA.

John Pelesko  
For NJIT

1/11/2025  
Date

Amitabha Bose  
For the PSA

1/10/2025  
Date



[Date]

## EXHIBIT A

[Instructor]

[College]

New Jersey Institute of Technology  
University Heights, Newark, NJ 07102

### Online Course Development Agreement

This letter serves to confirm your agreement to develop a Quality Assurance (QA)-Approved Course version of [Course Name]. For this work you will be paid in accordance with the Memorandum of Agreement between NJIT and the Professional Staff Association regarding Development and Delivery of Online, Synchronous Online, and Hybrid Courses (the “Online, Synchronous Online, and Hybrid Courses MOA”). The payment structure is as follows:

- \$2,000.00 initial payment
- \$5,500.00 final payment
- A bonus of \$1,500.00, contingent upon achieving the review deadline, as outlined in this agreement

The Office of Online Programs will not assume costs associated with use rights for copyrighted materials used in connection with the development of the course. Rather, approval for such costs must be processed and approved through the existing procedures applicable to other courses at the university.

By signing this letter, you agree that course development will begin on [Date] and be completed for review by [Date] (**for more information on the timeline and how the review date is determined, please see the Course Development Timeline document**). By achieving this review deadline, with all deliverables submitted for the course, you will receive an additional \$1,500.00 with your final payment (for a total of \$9,000.00, instead of the original \$7,500.00). The expectation is that the revised course will be complete and ready to be offered in the approved mode for the [Semester] semester.

As part of this agreement, you are expected to work closely with an instructional designer from the Office of Online Programs to ensure that the final product passes [NJIT's Quality Assurance in eLearning rubric](#). This includes developing course content and lecture materials that are designed specifically with best practice for asynchronous course delivery. Video recordings and images in which students are identifiable cannot be used as part of course content. Before signing this agreement, you have reviewed the Quality Assurance in eLearning rubric and agree that if the online course that was developed fails to meet this rubric, or is not delivered by the agreed upon deadline, your right to receive the final \$5,500 payment may be forfeited in accordance with the terms of the Online, Synchronous Online, and Hybrid Courses MOA.

Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product. As part of this agreement, you will receive a "right of first refusal" to teach one section of the course in the first five offerings of the course as part of your normal teaching load, provided the conditions in the Online Course MOA are met. As part of this assignment, you agree to make simple course updates such as updating the course syllabus and changing student assignments, if needed.

When the QA-Approved Course is offered, there will be a cap of 30 students to ensure standards can be met. These standards include regular and substantive interaction with students and timely response to students' questions. In cases more than 30 students are registered, the provisions of the Online, Synchronous Online, and Hybrid Courses MOA with PSA will apply.

The Online, Synchronous Online, and Hybrid Courses MOA governs this agreement. To the extent that there is a conflict between the Online, Synchronous Online, and Hybrid Courses MOA and this agreement, the Online, Synchronous Online, and Hybrid Courses MOA shall govern.

A copy of the Quality Assurance in eLearning rubric has been included for your reference.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Formal QA-Approved Course Development Timeline for OOP

## Process Timeline

The project timeline covers five phases, which in total span about six months of time. The first phase of the *partnership*, “Course Development,” is when the SME (Subject Matter Expert, aka, instructor) and the ID (Instructional Designer) have weekly meetings, and is the most intensive part of the project. At the end of Course Development, there is time built in for review, feedback, and revision, in order to ensure successful production of a Course Copy that passes all standards on the QA Rubric.

0. Preparation Phase	1. Course Development Phase	2. Review Phase	3. Revision Phase	4. Final Check	5. Pass QA Rubric
Before the project formally begins. SME orientation, syllabus drafted and reviewed, textbook selected and approved by dept., etc.	<b>(20 weeks)</b> Course is built module by module and follows OOP blueprint model. All materials/ assignments/ instructions are created during this phase.	<b>(3 weeks)</b> Design team conducts a blind-review of the course based on QA rubric standards. Dept. lead reviews feedback and conducts tie-breaking.	<b>(2-3 weeks)</b> ID/SME complete revisions based on feedback from the Review Phase.	<b>(1 week)</b> Final Review Ensure all feedback has been adequately addressed so all standards are met.	<b>Project Complete ✓</b>  SME receives certificate of completion.

Before the partnership work begins in the “Course Development Phase,” there is groundwork that needs to be completed independently by the SME (possibly in collaboration with their department). During this time before the development work between the SME and the ID begins, the SME will need to participate in an orientation for the project, select an appropriate textbook, identify any special tools or software needed (either to design the course OR for students to use during delivery), draft a syllabus for initial review, and secure departmental approval/funding as needed.

## EXHIBIT B

### **Appeals Process for Appeals Pursuant to Sections II.1.g & h of the Memorandum of Agreement entitled “Development and Delivery of Online, Synchronous Online and Hybrid Courses.”**

- A. The exclusive avenue for the review of determinations made pursuant to Sections II.1.g & h of the Memorandum of Agreement on the “Development and Delivery of Online, Synchronous Online and Hybrid Courses” (“MOA”) shall be through appeals filed pursuant to the following provisions. The exclusive remedy that can be awarded at any step of the appeals process is additional pay to the Subject Matter Expert (“SME”) not to exceed the total amount of compensation listed in Section II.1.f of the MOA. Determinations made pursuant to these sections of the MOA shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.
- B. There shall be a three-step appeals process for appeals of determinations made pursuant to Sections II.1.g & h of the MOA. Appeals must first be filed with the Provost’s office within thirty (30) days of the SME receiving written notification that the course they developed or converted pursuant to the MOA was deemed not acceptable in accordance with the Quality Assurance Rubric and/or that they would not receive full compensation as provided for under Section II.1.f-h of the MOA.
- C. The administration shall designate a Dean and the PSA shall designate a full-time member of the instructional staff to form a 1+1 Committee to hear initial appeals. Each party shall designate an alternate to serve in this capacity to hear appeals when their primary designee was involved in the course review process or otherwise has a conflict of interest. The process at the first step is intended to be informal. The administration’s and the PSA’s designees shall have the authority to resolve appeals on behalf of the respective parties.
- D. A meeting will be held with the 1+1 Committee within twenty days (20) days of the filing of the appeal. At this meeting the instructional staff member will set forth the bases for their appeal. The 1+1 Committee shall render a decision within ten (10) days of the meeting. If the 1+1 Committee accepts the instructional staff member’s position, or another mutually agreed upon resolution is reached which is acceptable to all parties, the appeal shall be considered resolved.
- E. If the appeal is not resolved at the level of the 1+1 Committee the instructional staff member may refer it to the APRC for resolution, in writing to the Provost’s office, within ten (10) days of receiving a written determination from the 1+1 Committee. Once constituted, the APRC will convene to hear the appeal as soon as reasonably practicable, but within the semester in which the appeal is filed and shall render its decision within ten (10) days after the Hearing.
- F. The APRC may hear appeals in person or by video conference and may consider more than one appeal in a single day. An expedited procedure shall be used that allows the party appealing to present for up to 30 minutes, with the option for the time to be extended at the option of the committee.
- G. If the APRC is deadlocked the appealing party may file an appeal of the matter to the University Provost for final resolution, which shall not be subject to further appeal. Appeals to the Provost shall be in writing and determined on the record. The Provost shall consider the appeal and make a determination within thirty (30) days of the receipt of the appeal.



- H. For the purposes of this Appeals Process “days” shall be defined in accordance with Article VI.D.5 of the Agreement.

**Memorandum of Agreement  
on  
Non-Degree Credential Classes (MOA)**

December 19, 2024

**I. RATIONALE**

A 2023 study by The Online and Professional Education Association entitled “Alternative Credentials: Business and Program Models” found that 80 percent of higher education institutions have widely adopted alternative credentials, with a significant rise in offerings such as non-credit certificates, badges, and bootcamps, demonstrating the growing trend towards flexible learning options to meet evolving workforce needs. In April 2024, NJIT, in collaboration with NJII, launched the Learning and Development Initiative (LDI) that offers skills-based learning non-degree credentials (NDCs), also known as non-credit courses (NCCs). This agreement focuses on NCCs offered through the LDI.

**II. PROPOSAL**

1) NCC’s Created from Scratch:



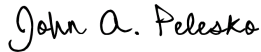

- a) The LDI is responsible for the creation of non-credit classes that are two (2) hour modules. These classes are identified as NCC.
- b) The LDI will provide the Faculty Senate with a monthly list and description of each newly proposed NCC module and will pause implementation of the NCC upon any written objection from the Faculty Senate asserting that the NCC impinges upon a credit bearing course until such time as that concern is addressed by the LDI and Faculty Senate.
- c) When the decision is made by the LDI to create a NCC-New class, the following protocol will be used:
  - i) The Associate Provost for Continued Learning shall consult with the respective Dean to identify potential Subject-Matter Experts (SME). Tenured and tenure track faculty will be given the first opportunity to develop the NCC as part of this process. All PSA unit members are also eligible to be considered as a SME.
  - ii) The SME will:
    - (1) Create the curriculum; and,
    - (2) Work with an LDI project manager to build the story board.
  - iii) Self-paced courses will not typically require a SME member to teach.
  - iv) LDI courses are generally two (2) hours in length.

- 2) The SME who agrees to develop the course will sign a course development agreement (“CDA”). The CDA will not materially alter the terms and conditions of this MOA as they apply to PSA unit members. A sample CDA to be utilized for PSA unit members is attached hereto as Exhibit A.
- 3) The SME will work with an instructional designer of the LDI who will provide necessary non-academic course development support.

- 4) The final product must pass an LDI Assurance Review (template of course assessment rubric attached hereto as Exhibit B) as determined by the administration in consultation with the normal governance process.
- 5) The agreement will indicate the exact time of completion of the course development. This time cannot be imposed to be less than 8 weeks of active development. At the request of the SME and at the discretion of the administration, the originally agreed upon time may be extended only once, unless the SME has been faced with extraordinary circumstances. However, if after 8 weeks the developed course is delivered and it is determined, in accordance with the provisions below, that the developed course has not met expected standards, the SMA 2-week extension to address any identified deficiencies, which request shall not be unreasonably denied. The agreed upon extension cannot overlap with the scheduled first offering of the course and in no instance can it be more than 2 weeks. This extension will be memorialized as a signed amendment of the original agreement (CDA). By definition, completion means the entirety of the course being developed and meeting the standards outlined in the currently used Quality Assurance Rubric, if applicable, which has been approved by shared governance. Any changes to the current Quality Assurance Rubric will be developed in consultation with governance.
- 6) The SME will be paid \$2,000 upon full execution of an agreement to create a course, and \$2,000 final payment upon successful completion, implying the course passes LDI Assurance Review, if applicable. The first time that an NCC is offered, the SME will receive no additional compensation beyond the above-referenced payments totaling \$4,000. The second time that an NCC is offered, the SME will receive 15% of gross revenue; the third time, 20%; and, the fourth or more time 25%. Offered is defined as follows: the LDI will open the NCC for registration. Each NCC will be open for a period of time, usually 30 days. If a minimum of 8 students register for the NCC course the first time that it is offered, the LDI will reopen registration for another month. If less than 8 students register for the course, the Associate Provost for Continued Learning may decide to offer the NCC but is not obligated to do so. This will continue to be done until the registration drops below 8 for four consecutive months and the NCC will be discontinued. Enrollment reports will be made available to the SME within two (2) weeks of each closing, and total payments for revenue share after the first offering will be made by the end of the first full pay period of the next January or July.
- 7) If the SME fails to deliver a course that passes LDI Assurance Review, if applicable, within the agreed-upon time, and the course is not offered as a result, the SME may be denied some or all of the remaining agreed upon compensation, and their right to future opportunities to develop/convert the same course. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course not passing review. The question of whether or not the denial of some or all of the remaining compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit C.
- 8) Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future,

at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product.

- 9) In cases where a department does not have a qualified Instructional or Professional Staff Member willing to serve as a SME the Associate Provost for Continued Learning, may find a non-NJIT expert willing to develop the course under the terms discussed above.
- 10) It is understood and agreed that terms and conditions of employment associated with both the NCCs, and all other teaching modalities (in addition to asynchronous online) that were mandatory subjects of negotiation continue to be mandatory subjects of negotiation. While all terms and conditions previously embodied in the Collective Negotiations Agreement remain in effect, except to the extent modified by this agreement, the parties agree that they will continue to negotiate over additional mandatory terms and conditions that should be applied to teaching/learning modalities other than exclusively in-person instruction and asynchronous online instruction. Nothing in this MOA shall be construed as a waiver of the PSA's right to negotiate over such terms and conditions of employment, and nothing in this MOA shall be construed to expand PSA's right to negotiate over such terms and conditions of employment beyond PSA's right to negotiate prior to this MOA.

 _____ For NJIT	<u>12/19/2024</u> _____ Date
 _____ For NJIT	<u>12/20/2024</u> _____ Date
 _____ For NJIT	<u>12/23/2024</u> _____ Date
 _____ For the PSA	<u>12/19/2024</u> _____ Date

# Exhibit A

Non-Degree Credential Classes Agreement

(See Next Page)



**[Date]**

[Instructor]

[College]

New Jersey Institute of Technology  
University Heights, Newark, NJ 07102

### **Non-Degree Credential Classes Agreement**

This letter serves to confirm your agreement to develop a Two-hour, self-paced, asynchronous non-credit course entitled \_\_\_\_\_. For this work you will be paid in accordance with the Memorandum of Agreement between NJIT and the Professional Staff Association regarding Development and Delivery of a two-hour self-paced, online, and asynchronous non-credit course for the Learning and Development Initiative (LDI) Office within NJIT.

The payment structure is as follows:

- \$2,000.00 initial payment
- \$2,000.00 final payment

The LDI will not assume costs associated with use rights for copyrighted materials used in connection with the development of the course. Rather, approval for such costs must be processed and approved through the existing procedures applicable to other courses at the university.

By signing this letter, you agree that course development will begin on **[Date]** and be completed for review by **[Date]**.

As part of this agreement, you are expected to work closely with a representative from the LDI to ensure that the final product passes LDI's Quality Assurance rubric. Before signing this agreement, you have reviewed the rubric and agree that if this non-credit course fails to meet this rubric, or is not delivered by the agreed upon deadline, your right to receive the final \$2,000 payment may be forfeited in accordance with the terms of the Non-Degree Credential Classes MOA.

Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at

NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product.

The Non-Degree Credit Credentials MOA governs this agreement. To the extent there is a disagreement between the Non-Degree Credit Credentials MOA and this agreement, the Non-Degree Credit Credentials MOA shall govern.

A copy of the LDI Quality Assurance rubric has been included for your reference.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit B

LDI Course Standards

(See Next Page)





Course Name:

Please use the standards below as a guide when you're creating your course. If you have questions, please contact [LDIsupport@njii.com](mailto:LDIsupport@njii.com).

<b>Standards, adapted from <u>Quality Matters</u></b> (Non-annotated Standards from the QM Continuing and Professional Education Rubric, Second Edition, 2015 2/27/17)	<b>Additional info</b>	<b>Met?</b>	<b>Comments</b>
<b>1. Course description clearly indicates design of course.</b>	-Learners know how to get started, what the course's purpose is, and where to get components or help -Expectations for communication and etiquette are set -Instructor's voice is clear	<input type="checkbox"/>	
<b>2. Learning objectives or competencies clearly describe what learners will be able to do upon completion of the course.</b>	-Outcomes are measurable and consistent with the course objectives or competencies -Relationship between objectives or competencies and the course activities is stated	<input type="checkbox"/>	
<b>3. Assessment strategies are integral to the learning process and are designed to evaluate learner progress toward the stated learning objectives.</b>	-Varied assessments measure the stated learning objectives or competencies. -Learners know how completion of course will be recognized (badge, certificate, credential, proof of participation)	<input type="checkbox"/>	
<b>4. Instructional materials enable learners to achieve stated learning objectives or competencies.</b>	-The purpose and use of a variety of materials are clearly stated -Materials are current, cited, and high quality (graphics are not blurry, etc.)	<input type="checkbox"/>	
<b>5. Course activities facilitate and support learner interaction and engagement.</b>	-Learning activities lead to stated objectives and competencies and allow for interaction -Instructor offers a variety of activities and provides timeline for return of and feedback on them -The activities' requirements for learners are clearly stated	<input type="checkbox"/>	
<b>6. Course technologies support learners' achievement of course objectives or competencies.</b>	-Technologies used are obtainable, current, and support the learning objectives or competencies -Privacy policies are available	<input type="checkbox"/>	
<b>7. The course facilitates learner access to support services essential to learner success.</b>	-The course provides information re: accessibility policies and services, how these services can help, and how learners can obtain them -Course instructions provide a link to or articulate how students can get technical assistance	<input type="checkbox"/>	
<b>8. The course design reflects a commitment to accessibility and usability for all learners.</b>	-Information regarding the accessibility of the course technologies and materials is provided -The course facilitates readability, ease of use, and provides alternate means of access for diverse learners	<input type="checkbox"/>	

## EXHIBIT C

### **Appeals Process for Appeals Pursuant to Sections II.7 of the Memorandum of Agreement entitled “Non-Degree Credential Classes.”**

- A. The exclusive avenue for the review of determinations made pursuant to Sections II.7 of the Memorandum of Agreement on the “Non-Degree Credential Classes” (“MOA”) shall be through appeals filed pursuant to the following provisions. The exclusive remedy that can be awarded at any step of the appeals process is additional pay to the Subject Matter Expert (“SME”) not to exceed the total amount of compensation listed in Section II.6. of the MOA. Determinations made pursuant to these sections of the MOA shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.
- B. There shall be a three-step appeals process for appeals of determinations made pursuant to Sections II.7 of the MOA. Appeals must first be filed with the Provost’s office within thirty (30) days of the SME receiving written notification that the course they developed or converted pursuant to the MOA was deemed not acceptable in accordance with the Quality Assurance Rubric and/or that they would not receive full compensation as provided for under Section II.6 of the MOA.
- C. The administration shall designate a Dean and the PSA shall designate a full-time member of the instructional staff to form a 1+1 Committee to hear initial appeals. Neither designee should have been involved in the course development or review process or otherwise have a conflict of interest. The process at the first step is intended to be informal. The administration’s and the PSA’s designees shall have the authority to resolve appeals on behalf of the respective parties.
- D. A meeting will be held with the 1+1 Committee within twenty (20) days of the filing of the appeal. At this meeting the instructional staff member will set forth the bases for their appeal. The 1+1 Committee shall render a decision within ten (10) days of the meeting. If the 1+1 Committee accepts the instructional staff member’s position, or another mutually agreed upon resolution is reached which is acceptable to all parties, the appeal shall be considered resolved.
- E. If the appeal is not resolved at the level of the 1+1 Committee the instructional staff member may refer it to the APRC for resolution, in writing to the Provost’s office, within ten (10) days of receiving a written determination from the 1+1 Committee. Once constituted, the APRC will convene to hear the appeal as soon as reasonably practicable, but within the semester in which the appeal is filed and shall render its decision within ten (10) days after the Hearing.
- F. The APRC may hear appeals in person or by video conference and may consider more than one appeal in a single day. An expedited procedure shall be used that allows the party appealing to present for up to 30 minutes, with the option for the time to be extended at the option of the committee.
- G. If the APRC is deadlocked the appealing party may file an appeal of the matter to the University Provost for final resolution, which shall not be subject to further appeal. Appeals to the Provost shall be in writing and determined on the record. The Provost shall consider the appeal and make a determination within thirty (30) days of the receipt of the appeal.

- H. For the purposes of this Appeals Process “days” shall be defined in accordance with Article VI.D.5 of the Agreement.

## 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.

## 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.

C. 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:

D. 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.

E. 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.

F. 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 where 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.