#### **MEMORANDUM OF AGREEMENT**

#### **TENURE TRACK INSTRUCTOR LINES**

## **PREAMBLE**

Consistent with expectations and negotiated procedures, it is recognized that a faculty member with a terminal degree generally is expected to engage in teaching, scholarly and/or creative activity, and service. It is also understood that teaching effectiveness remains the most important evaluative criterion at Stockton. This MOA represents an effort to achieve and maintain the expectation that 80% of Stockton courses will be taught by full-time faculty members.

For a variety of reasons the parties agree that under exceptional circumstances it is sometimes appropriate to hire full-time tenure track faculty whose primary and essential role is to provide quality instruction on a full-time, long-term basis at the College. Some programs may want to hire candidates who do not hold a terminal degree. Others may want to hire candidates who, because of the professional experience that makes them otherwise highly qualified and desirable candidates, are not prepared to immediately engage in the kind of scholarly or creative activity normally expected of faculty.

Furthermore, the parties understand that the purpose of this MOA is not to eliminate fulltime regular tenure-track faculty lines, but rather to move long-term adjuncts with teaching excellence into tenure-track lines.

This MOA sets forth the use of a (new) Instructor line to meet the above needs.

#### DEFINITION

**Regular tenure-track faculty**: For purposes of this MOA, the term "regular tenure-track faculty" shall mean faculty (a) whose primary responsibility at the college is teaching and (b) who meet one of the following: (i) they hold a terminal degree and were hired at the rank of Assistant Professor or higher or (ii) were temporarily hired at the rank of Instructor, without a terminal degree but with the expectation that they would complete their terminal degree prior to tenure.

# **PURPOSE OF NEW INSTRUCTOR LINE**

This agreement is intended to outline the conditions under which full-time, tenure track faculty can be hired at the rank of Instructor and earn tenure at that rank. The emphasis of their work at Stockton will be teaching and service. They will have the same 24 TCH teaching load as regular tenure track faculty and like all faculty they will be required to remain current in their subject matter and pedagogy, and to be fully engaged members of the College community.

Given the absence of required scholarship and/or creative activity for tenure, the service expectations for tenure track Instructors will be greater than for regular tenure-track faculty; specifically, the responsibility for service for tenure track Instructors will be commensurate with the responsibility for scholarship plus service for regular tenure-track faculty at the same rank. Those service expectations might include substantially higher precepting responsibilities, responsibilities for outcomes assessment, supervision of clinical internships, field placements, or externships, and will be specified in detail by the Program and the Dean and included in the faculty member's contract. It is understood that the service

responsibilities may evolve over time. Prior to tenure, the responsibilities should be clearly reflected in the instructor's contracts and Faculty Plans.

## **EVALUATION CRITERIA AND PROCESS**

- 1. The criteria of evaluation for these Instructors for reappointment and tenure will be:
  - a. Evidence of excellence in teaching effectiveness, including professional development to maintain currency in their subject matter as well as their teaching skills/abilities.
  - b. Evidence of excellence in service expected of all faculty.
  - c. Evidence of excellence in meeting his or her specified service responsibilities that are in lieu of scholarly or creative activity.
  - d. Any additional documentation specified in the College and Program Standards with the exception of those related to scholarship and/or creative activity.
- 2. Faculty occupying these lines will undergo evaluations in accordance with the normal evaluation cycles and procedures agreed to for regular tenure-track faculty.
- 3. Faculty occupying these lines will be eligible for tenure in accordance with State tenure law.

### **FACULTY RIGHTS AND EXPECTATIONS**

- 1. <u>Promotion Option</u>: Instructors may apply for promotion should they meet the approved College and Program criteria for promotion to higher ranks.
- 2. <u>Funding</u>: Faculty occupying these lines will be eligible to apply for any/all funding opportunities, internal and external, that are available to regular full-time tenure track faculty, including Career Development.
- 3. Other Rights: Faculty occupying these lines will have full voting rights within their Programs and shall enjoy any/all rights, privileges and opportunities that are available to regular tenure-track faculty.
- 4. <u>Teaching Expectations</u>: The expectations for teaching, including General Studies, will be the same as for regular tenure-track faculty in their Program.

# <u>LIMITATIONS AND CONDITIONS REGARDING THE USE OF THE INSTRUCTOR TITLE</u>

- 1. A Tenure-Track Instructor line within a Program occurs only with the Program's consent.
- 2. Approval to hire faculty in these lines will be done through the normal budgetary process.
- 3. Tenure-Track Instructor Faculty lines shall number no more than 5% of total regular tenure track faculty of the College. Within a Program, Instructor Faculty lines will number no more than the higher of 1 (one) or 10% of the number of regular tenure track faculty. Upon the mutual agreement of the SFT and Administration, Programs experiencing exceptional circumstances will be allowed to exceed the Program limit. It is understood that Program limits may be necessarily affected in cases where Programs are seeking or maintaining accreditation/certification.

- 4. The Administration will consult with SFT each year regarding the number of planned hires in these lines.
- 5. Tenure-Track Instructors will receive faculty development support needed to fulfill their Faculty Plans for tenure and promotion.

# **EXCEPTION IN THE USE OF THE INSTRUCTOR TITLE**

The Instructor title may continue to be used in the case of the Assistant Professor hired with the expectation of completing the appropriate terminal degree prior to the first day of employment by the College, but who has not complete the degree requirements by the first day of employment. Past practice at Stockton has permitted the new hire to continue their employment here for some period of time with the title of Instructor and the salary range and step appropriate for the title. Upon successful completion of the terminal degree, the employee is given the rank of Assistant Professor as intended with the commensurate change in salary range and step. This past practice may continue and is not replaced by the MOA put forth here.

## **TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from this date until August 30, 2016 unless modified by changes in the Master Agreement. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Said notice shall be given the other party in writing no later than 30 days prior to August 31, 2016, or 30 days prior to August 31 of any succeeding year for which this Agreement is automatically renewed.

IN WITNESS THEREOF, the College and the Stockton Federation of Teachers have caused this Memorandum of Agreement to be executed this 25th day of April, 2014.

For: The Richard Stockton College

of New Jersey

Herman J. Saåtkamp, Jr., President

For: The Stockton Federation

of Teachers

Anne F. Pomeroy, President