MEMORANDUM OF AGREEMENT NON-TENURE-TRACK TEACHING POSITIONS (NTTPS)

PREAMBLE

This Memorandum of Agreement replaces the inaugural Non-Tenure Track Positions (2020) agreement, reached between Stockton University and the Stockton Federation of Teachers, Local 2275 to establish the terms and conditions of employment for Non-Tenure Track Teaching Positions (NTTPs).

This Agreement shall be subject to, and shall not supplant, change, alter or in any way modify the terms and conditions set forth in the 2019 – 23 Collective Negotiations Agreement, or any subsequent State Master Agreements, between the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO (the "Master Agreement").

Stockton University values teaching and student learning. As the University grows, Stockton remains committed to these values. To continue providing Stockton students excellent pedagogy and meaningful learning experiences, the parties hereto agree to the following terms and conditions with respect to NTTPs.

I. Definition

- A. NTTPs are non-tenure track full-time positions and have the primary responsibility of teaching, and/or overseeing clinical experiences, internships, or other assigned duties in addition to teaching in accordance with this agreement. NTTPs are expected to remain current in their fields of teaching and expertise. The University will prepare NTTPs who are eligible for renewal to participate in program, school, and university activities, including precepting. Those hired specifically for a one-year non-renewable position may participate in such activities except precepting.
- B. NTTPs shall not be eligible to participate in personnel review committees but can participate on search committees as they relate to their responsibilities. They may also participate in general University affairs and choose to serve on general University committees related to their responsibilities.

II. Professional Responsibilities

- A. The teaching assignment for an NTTP shall be thirty-two (32) teaching credit hours for ten-month positions and forty (40) teaching credit hours for twelve-month positions. As noted above, other duties may be assigned in lieu of teaching, such as clinical or student supervision, academically-related duties, or appropriate in-unit program-related responsibilities. These specific non-teaching duties will be assigned by the Dean, and specified in each NTTPs letter of appointment. The union shall receive a copy of the letter of offer from the Dean prior to the issuance of a formal contract. Management shall agree to provide the union a list of NTTPs with their teaching loads and non-teaching assignments on an annual basis.
- B. During the period of instruction, NTTPs shall be present on campus as necessary to perform their assigned responsibilities, including office hours. Any assigned duties

- performed away from campus require specific approval from the Dean. In such circumstances, the NTTP shall be accessible to students, instructors, and staff through normal, electronic, telephonic, or written modes of communication.
- C. NTTPs will be expected to contribute service to the program, school, and the university, such as by serving on committees and actively participating in the committees' work. The nature of this service may vary with programmatic needs and the capabilities of the NTTPs.

III. Salary

A. In accordance with the minimums set in the Master Agreement, salary ranges for ten (10) month NTTPs are listed below:

NTTP-III	Ranges 18 Step 2, 20, 22
NTTP-II	Ranges 22, 24, 26
NTTP-I	Ranges 26, 28, 30

B. In accordance with the minimums set in the Master Agreement, salary ranges for twelve (12) month NTTPs are listed below:

NTTP-III	Ranges 21 step 2, 23, 25
NTTP-II	Ranges 25, 27, 29
NTTP-I	Ranges 29, 31, 33

- C. NTTPs are eligible for overload compensation for additional workload assignments, pursuant to Article XII Section 3 in the State-Union Agreement.
- D. NTTPs may apply for advancement in level should they meet the approved University, School, and Program criteria for advancement to higher levels.
- E. NTTPs shall receive annual across-the-board increases and step increments, pursuant to the Master Agreement.
- F. NTTPs hired or issued another contract prior to the date of this agreement will have their levels updated and salary adjusted accordingly, effective July 1 or September 1, 2023, whenever their next contract begins after the date of this agreement. For example, a current employee with a contract for an NTTP-II would now be identified as an NTTP-III, a current NTTP-I would be identified as an NTTP-II. To account for the change in the difference between 10-month and 12-month NTTP salary ranges, and the increase in 12-month salary ranges based on this successor agreement, all 12-month NTTPs will get a one-time, non-precedent-setting equity adjustment of 1 range for AY 23-24. This is separate from Section III.E. above.

IV. Appointments and Reappointments

- A. NTTPs shall be initially appointed to a probationary period consisting of five 10- or 12-month contracts, followed by a two (2) year contract, or a three (3) year contract. In certain circumstances, it may be necessary to initially appoint for up to three years, subject to evaluation and reappointment each year. Appointment and reappointments of NTTPs will be based on successful performance of teaching and other assigned duties and/or continuing programmatic need.
- B. Pursuant to Article VII.E.1 of the State-Union Agreement, matters pertaining to appointment or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, or denial of academic freedom in violation of Article V. In all such cases the burden of proof shall be upon the grievant. In no case may an arbitrator recommend appointment or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved College/University for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision making.
 - Written notices of non-reappointments shall be made no later than February 28th of the final term of the NTTP's contract that terminates at the conclusion of the spring or summer term, and no later than September 30th for the final term of the NTTP's contract that terminates at the conclusion of the fall term.
- C. Ten-month NTTPs are employed from September 1-June 30. Twelve-month NTTPs are employed from July 1-June 30.
- D. Procedures for Appointments and Assignments
 - 1. Approval to hire NTTPs in these lines will be done through the normal budgetary process subject to final approval of the Office of the President.
 - 2. The Administration will inform the SFT each year regarding the number of NTTPs hired to ensure the total number of NTTPs remains below the limit allowable by the Master Agreement.
- E. Criteria for Evaluation: The criteria for evaluation of NTTPs will be based on the terms of individual contract(s) and should include but are not limited to:
 - 1. Evidence of excellence in teaching effectiveness, including professional development to maintain currency in their subject matter as well as their teaching skills/abilities.
 - 2. Evidence of excellence in meeting service responsibilities
 - 3. Any additional documentation specified in the University, School, and Program Standards with the exception of those related to scholarship and/or creative activity.
- F. Procedures for Evaluation and Reappointment
 - 1. NTTPs occupying these lines will undergo evaluations in accordance with the normal evaluation cycle as it specifically pertains to timing, not file contents, in existing procedures for Part-Time Faculty, and Visiting Faculty Hired Pursuant to XIII-D.
 - Normal reappointment files will be identified within existing procedures for the evaluation of Part-Time Faculty, and Visiting Faculty Hired Pursuant to XIII-D and XIII-O as it specifically pertains to timing, not file contents, with the exception that additional materials for any in-load non-teaching duties will be required.

- 3. Core files for evaluation and reappointment will include required background material as identified in Section XIII.B.1. in the Evaluation of Faculty and Library Faculty for Tenure, Reappointment, Promotion and Range Adjustment (2015).
 - a. Files of First Year NTTPs should include a short (one-page) reflection on their first semester at Stockton, syllabi, and student evaluations for first semester courses. If assigned teaching, NTTPs are expected to have a peer observation in their first semester and include that report in their file. If assigned other duties, NTTPs are expected to provide relevant documentation of job performance. Absent extraordinary circumstances requiring documentation, no additional materials are required of First Year NTTPs.
 - b. Files of all other NTTPs should include a Self-Evaluation of no more than 5-pages that consists of an overall assessment of the NTTPs' achievements in teaching, service, and/or other contractual duties, as assigned. Additionally, if applicable, they should include a Teaching Portfolio with representative syllabi, student evaluations of teaching, two peer-observation reports per year, evaluations of precepting, any optional documentation of teaching excellence, and documentation of service. NTTPs are expected to provide relevant documentation of job performance.

G. Procedures for Advancement

- 1. NTTPs whose qualifications meet or exceed the requirements for a higher level shall be eligible for advancement consideration to that level after five years (5) of consecutive service in this position. NTTPs who are advanced a level shall advance the equivalent of three (3) salary ranges which will be computed pursuant to Article XXII, Section C.1 in the Master Agreement.
- 2. An eligible full-time NTTP may make written application for advancement consideration following the normal promotion cycle for full-time faculty identified in the annual Personnel Actions Calendar on or before November 1.
- 3. Core files for advancement will be identified within existing Policy II-10 and existing procedures for promotion for full-time faculty, according to the guidelines for "Review Files for Candidates seeking Promotion" in Section XIII.B.1. in the Evaluation of Faculty and Library Faculty for Tenure, Reappointment, Promotion and Range Adjustment (2015), with the exception that documentation of achievement in scholarship and/or creative activity is not required. Additionally, external reviewers will also not be required for NTTP core files for advancement at any level. The application may be accompanied by any substantiating documentation which the individual cares to submit.

V. Additional Rights

- A. NTTPs occupying these lines will be eligible to apply for any/all internal funding opportunities for research and professional development available to regular full-time faculty, including professional development opportunities.
- B. NTTPs will receive professional development support needed for reappointment and advancement.

- C. NTTPs in their first year of a contract eligible for renewal will receive 4 TCH to be taken as a course release to partake in university run professional development and orientation sessions. An NTTP can only avail of this one time; newly hired NTTPs will automatically be scheduled in their first year at Stockton.
- D. Any NTTP originally hired and began work prior to this agreement whose contract is renewed on or before September 1, 2023 are eligible for enhanced professional development funds for one year. These enhanced funds will provide an additional \$1500 for professional development for existing NTTPs to use during FY24.
- E. Twelve-month NTTPs assigned in person non-teaching duties that do not align with the traditional academic teaching calendar shall be allotted 22 vacation days to be taken within the year they are awarded. Such NTTPs shall be responsible for requesting and recording their university-approved time in a manner comparable to AFT Professional Staff for the entire 12 months of their contracts and will be expected to have a presence on campus.

VI. Term of Agreement

For Stockton University

A. This agreement shall remain in full force and effect from this date until June 30, 2027, unless modified by changes in the master agreement. The agreement shall be automatically 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 June 30 of any succeeding year for which this agreement is automatically renewed.

IN WITNESS THEREOF, the University a	nd the Stockton Federation of Teachers have caused this
letter of agreement to be executed on	May 9, 2023

For the Stockton Federation of Teachers

Harvey Kesselman, President Emari DiGiorgio, President