# Memorandum of Agreement Non-Tenure-Track Teaching Positions (NTTPs)

This Memorandum of Agreement reached between Stockton University and the Stockton Federation of Teachers, Local 2275 memorializes the terms and conditions of employment of 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 between the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO (the "Master Agreement").

#### **PREAMBLE**

Stockton University values teaching and student learning. As the University grows, Stockton remains committed to these values. In an effort to continue providing Stockton students excellent pedagogy and meaningful learning experiences, the parties hereto agree to the following terms with respect to NTTPs, including titles such as Teaching Specialists, Clinical and/or Instructional Specialists.

#### I. Definition

A. NTTPs 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.

B. NTTPs shall not be eligible to participate in personnel review committees but can participate on search committees as they relate to their instructional responsibilities. They may also participate in general University affairs and choose to serve on general University committees related to their teaching or other assigned responsibilities.

### **II. Professional Responsibilities**

The teaching assignment for an NTTP shall be thirty-two (32) teaching credit hours for tenmonth 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.

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.

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-II (e.g., Clinical Instructor II)	Ranges 18, 20, 22
NTTP-I (e.g., Clinical Instructor I)	Ranges 22, 24, 26

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

NTTP-II (e.g., Clinical Instructor II)	Ranges 20, 22, 24
NTTP-I (e.g., Clinical Instructor I)	Ranges 24, 26, 28

- C. NTTPs are eligible for overload compensation for additional workload assignments, pursuant to Article XII in the State-Union Agreement.
- D. NTTPs may apply for promotion should they meet the approved University, School, and Program criteria for promotion to higher ranks.
- E. NTTPs shall receive annual across-the-board increases and step increments, pursuant to Article XXI section A, B, C, and D in the Master Agreement.

## 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 (3), 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. 1. 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

- B.2. Written notices of non-reappointments shall be made no later than February 28<sup>th</sup> 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 30<sup>th</sup> 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

- 1. The criteria for evaluation of NTTPs will be based on the terms of individual contract(s) and should include but are not limited to:
  - 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 meeting specified service responsibilities.
  - c. 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 within existing procedures for Part-Time Faculty, and Visiting Faculty Hired Pursuant to XIII-D and XIII-O.
- 2. 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, with the exception that additional materials for any in-load non-teaching duties will be required.

#### G. Procedures for Promotion

1. NTTPs whose qualifications meet or exceed the requirements for a higher rank shall be eligible for promotional consideration to that rank after five years (5) of consecutive service in this position. NTTPs who are promoted shall advance two (2) salary ranges.

- Their new salaries shall be computed pursuant to Article XXII, Section C.1 in the Master Agreement.
- 2. An eligible full-time NTTP may make written application for promotional consideration on or before November I. The application may be accompanied by any substantiating documentation which the individual cares to submit.
- 3. Core files for promotion will be identified within existing procedures for promotion for full-time faculty, 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 promotion at any level.

## **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 faculty development support needed for reappointment and promotion.

## **VI. Term of Agreement**

This agreement shall remain in full force and effect from this date until June 30, 2023, 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 and the Stockton Federation of Teachers have caused this letter of agreement to be executed on this 7<sup>th</sup> day of January, 2020

For Stockton University

Harvey Kesselman President

For the Stockton Federation of Teachers

Rodger K. Jackson, President