

12-18-13 Final

**Memorandum of Agreement between the AAUP-AFT and Rutgers, the State University
Regarding Non-Tenure Track Faculty**

I. Non-Tenure Track Faculty Title Series

A. New NTT Title Series

1. Teaching Title Series

Teaching Instructor
Assistant Teaching Professor
Associate Teaching Professor
Teaching Professor
Distinguished Teaching Professor

2. Professional Practice Title Series

Instructor of Professional Practice
Assistant Professor of Professional Practice
Associate Professor of Professional Practice
Professor of Professional Practice
Distinguished Professor of Professional Practice

3. Librarian Title Series

Librarian of Practice IV
Librarian of Practice III
Librarian of Practice II
Librarian of Practice I

B. Existing NTT Title Series

1. Clinical Title Series

Clinical Instructor
Clinical Assistant Professor
Clinical Associate Professor
Clinical Professor
Distinguished Clinical Professor

2. Research Title Series

Research Associate
Assistant Research Professor
Associate Research Professor
Research Professor
Distinguished Research Professor

3. Clinical Law Title Series

Clinical Instructor Law
Clinical Assistant Professor Law
Clinical Associate Professor Law
Clinical Professor Law
Distinguished Clinical Professor Law

C. Existing NTT Titles¹

1. Instructor Law
2. County Agent IV
3. Extension Associate
4. Lecturer Titles²
5. Adjunct titles³
6. Assistant Instructor and rank equivalents⁴

D. Placement in NTT Title Series

1. All NTT faculty who commence employment on or after February 1, 2014 shall be hired into one of the titles set forth in Sections I.A, B and C above or II.B below.

¹ The individual titles listed in this section may not be inclusive of all NTT titles utilized by departments and units. (See Appendix A of the parties' collective negotiations agreement).

² Lecturer Titles are Lecturer (Instructor), Lecturer (Assistant Professor), Lecturer (Associate Professor), Lecturer (Professor), Lecturer (Distinguished Professor) and the use of such titles shall be consistent with Section II.B below.

³ Use of adjunct titles shall be limited to those instances when an individual is offered a tenure track Assistant Professor position, but does not obtain the required terminal degree prior to beginning employment at the University as an Assistant Professor.

⁴ The use of the Assistant Instructor title and rank equivalents is subject to the provisions of I.F.2 below.

2. By January 1, 2015, units and departments shall place all NTT faculty, who commenced employment prior to February 1, 2014, in appropriate titles as set forth in Sections I.A, B and C above and II.B below.

E. Minimum Salaries for NTT Titles

The minimum salaries for the above titles shall be the minimum salaries set forth in Article VIII of the collective negotiations agreement between the AAUP-AFT and the University for rank equivalent titles, as modified by subsection F.1 below.

F. Assistant Instructor and Rank Equivalent Titles

1. Effective January 1, 2014, all Assistant Instructors and rank equivalents shall receive minimum salaries as follows:

Academic Year: \$39,058

Calendar Year: \$44,963

2. Effective July 1, 2014, the titles Assistant Instructor and Instructor and their rank equivalents shall be merged. This merger of titles shall not be considered a promotion.
 - a. All Assistant Instructors and rank equivalents who meet the criteria established by their departments or units shall be placed in the title of Instructor or its rank equivalent effective July 1, 2014. Departments and units may allow, at their sole discretion, for the substitution of instructional or other relevant experience in lieu of degree or other academic requirements.
 - b. Assistant Instructors and rank equivalents who do not meet the criteria established by their departments or units for the title of Instructor or their rank equivalents, shall remain in the title of Assistant Instructor and rank equivalents for up to two years from July 1, 2014 to afford them the opportunity to satisfy the criteria for the Instructor title and rank equivalents, contingent upon successful evaluation and reappointment at the end of the first year.
 - c. At the sole discretion of a department, or where there is no department a unit, Assistant Instructors and rank equivalents, who after two years do not satisfy the criteria for the Instructor title and rank equivalents shall be grandfathered and allowed to remain in the Assistant Instructor title and rank equivalents, subject to successful evaluation and reappointment.

3. All newly hired NTT faculty, who begin employment on or after July 1, 2014, will be hired at the rank equivalent of Instructor or above.

II. Use of NTT Title Series

- A. The titles in Section I above are reserved for those members of the NTT faculty expected to have appointments of one to five years' duration for non-grant funded faculty and of six months to five years' duration for grant-funded faculty.
- B. The NTT Lecturer title shall be used when an appointment to a faculty position is expected to be of temporary or limited duration. Appointments of temporary or limited duration may include appointments to fill the positions of faculty members on sabbaticals or leaves of absence, and for terminal year appointments pursuant to University Policy 60.5.10 (as revised 7/1/2013). Appointments to the Lecturer title shall not exceed three consecutive years.

III. Movement in the NTT Title Series

- A. The NTT title series referenced in Section I above establish a promotion pathway for NTT faculty.
- B. During the period of July 1, 2014 through June 30, 2017, non-tenure track faculty members holding the rank equivalent of Instructor with six consecutive years of full-time service at the rank equivalents of Assistant Instructor and/or Instructor shall be considered for promotion to the next higher rank in accordance with the procedures for promotion set forth in University Policies. Thereafter, non-tenure track faculty members holding the rank equivalent of Instructor with six consecutive years of full-time service at that rank equivalent shall be considered for promotion to the next higher rank in accordance with the procedures for promotion set forth in University Policies. Requests of such NTT faculty members, with fewer than six years of service, to be considered for promotion may be granted in the department's or unit's discretion. Such NTT faculty members may choose not to be considered for promotion to the next higher rank, without prejudice to their continued employment or level of compensation within the department or unit.
- C. Non-tenure track faculty with six consecutive years of full-time service in the same rank shall be considered for promotion to the next higher rank, if requested, in accordance with the procedures for promotion set forth in University Policies. All other requests from NTT faculty members to be considered for promotion may be granted in the department's or unit's discretion. NTT faculty members may choose not to be considered for promotion, without prejudice to their continued employment or level of compensation within the department or unit.

IV. NTT Contracts and Terms of Appointments

A. Terms of Appointment

1. Except as set forth in paragraph II.B above, appointment to a non-grant funded NTT faculty position shall be for a term of one to five years and appointment to a grant funded NTT faculty position shall be for a term of six months to five years.
2. There is no limit to the number of NTT appointments an individual may receive, except as set forth in Section II.B above.
3. In accordance with Policy 60.5.12, NTT faculty holding appointments of one year or more must be given notice of non-reappointment, or of intention not to recommend reappointment, as follows: four months prior to the expiration of the first year of academic service; seven months prior to the expiration of the second year of academic service; not later than twelve months in advance of the termination of the appointment in all other cases. If notice is not timely given, the contract will automatically be extended for a six month period. The notice and six month extension requirements in this section are not applicable if a grant-funded NTT faculty member is released during the term of a contract pursuant to subsection 5 below.
4. As of July 1, 2014, an individual who has served in a full-time NTT title for at least six years within an eight year period, if reappointed thereafter, shall receive appointments of not less than two years, with one year notice of non-reappointment. This section does not apply to grant-funded NTT faculty.
5. NTT Faculty in grant-funded positions may be released prior to the end of the term if grant funding ends or is reduced during the term of the appointment.

B. Removal during the term of an appointment

1. Except as provided in Section IV.A.5 above, during the term of an appointment an NTT faculty member may only be removed from his or her position for reasons related to performance, conduct or other just cause. If the University terminates an NTT faculty member during the term of the faculty member's appointment, the University shall provide the faculty member with a written statement of the reasons therefore, and afford the faculty member the opportunity to respond. In the event the University terminates the faculty member's employment during the term of the appointment, such action may be grieved pursuant to Article IX, Category One of the Rutgers-AAUP-AFT Agreement.

2. The University shall bear the burden of establishing just cause.

V. NTT Faculty Appointments

- A. Beginning on January 1, 2014, contracts offered to NTT faculty receiving letters of appointment and reappointment, shall be renewable contracts, subject to successful reappointment, with the exception of faculty in the Lecturer title, who shall be offered non-renewable contracts
- B. Letters of appointment, including letters of reappointment, shall include the following: (1) annual salary; (2) title/rank; (3) effective dates and term of appointment; (4) notification date for reappointment; (4) notice that the position is covered under the Recognition Clause of the collective negotiations agreement between the AAUP-AFT and the University; (5) the faculty member's responsibilities, which may be amended with written notice to the faculty member; and (6) the evaluation criteria for reappointment and promotion, except for faculty in the Lecturer title.
- C. Appointment letters shall be provided to faculty members and to the AAUP-AFT. The purpose of the letter of appointment is to advise an NTT faculty member of the contractual terms of his/her appointment. The terms, as set forth in the letter, are not subject to challenge through the grievance procedure, but alleged violations of the terms of the letter or of applicable policies and provisions of this MOA and of the parties' collective negotiations agreement may be grieved as independent violations and the letter may be used as evidence in a grievance or arbitration proceeding.

VI. Evaluation of NTT faculty members

- A. NTT faculty members shall be evaluated by the dean, department chair, director, principal investigator, or the designee of the University.
- B. Faculty members shall be provided with written evaluations of their performance.
- C. The following minimum standards shall apply to the frequency of the evaluation of NTT faculty members.
 1. During the term of a one or two year appointment, NTT faculty shall be evaluated prior to the notice period for non-reappointment set forth in Section IV.A.3 above.
 2. During the term of a three, four or five year appointment, NTT faculty shall be evaluated twice.

VII. Criteria for Evaluation, Reappointment and Promotion

- A. In addition to the criteria for evaluation, reappointment and promotion set forth in faculty appointment letters pursuant to section V above, criteria for evaluation, reappointment and promotion shall be established by each University department or unit for each NTT title series in use in such department or unit.
- B. Such criteria shall be clearly delineated by the appropriate unit (department or decanal) on its website, and an individual in the appropriate Dean's office shall be identified to respond to inquiries from NTT faculty.

VIII. Governance

Each department, school or unit shall examine the role of NTT faculty within its own governance structures and shall make the role of NTT faculty in governance as inclusive as appropriate.

IX. Policies and Procedures for Reappointment and Promotion of NTT Faculty

During negotiations for this MOA, the parties agreed to a collaborative process for revising negotiable policies and procedures for the reappointment and promotion of NTT faculty. That process shall continue and the parties will make good faith efforts to prepare revised policies and procedures for the reappointment and promotion of NTT faculty to be submitted to the Board of Governors (BOG) for their review and approval at the April 2014 BOG meeting. In the event that such policies and procedures are not submitted to the BOG in time for the April meeting, revised policies and procedures for reappointment and promotion of NTT faculty shall be submitted no later than the June 2014 meeting of the BOG. If agreement is not reached between the parties on negotiable reappointment and promotion procedures through the collaborative process agreed to by the parties, negotiations over such procedures shall continue.

X. Incorporation of the Terms of the MOA into the Parties' Collective Negotiations Agreement

The terms of this MOA amend the parties' 2011-2014 Collective Negotiations Agreement and are incorporated by reference into that Agreement. During negotiations for a successor collective negotiations agreement, the parties will determine how best to integrate the terms of this MOA into a successor Agreement. The matters agreed to herein shall not be renegotiated during negotiations for the successor collective bargaining agreement between the AAUP-AFT and the University. Other matters, including NTT salaries and new or modified review procedures for the non-reappointment and the failure to promote NTT faculty, may be presented for negotiations during negotiations for a successor agreement.

XI. Ratification of the MOA

This MOA is subject to ratification by the AAUP-AFT as determined by the Executive Council of the AAUP-AFT. The MOA is subject to approval by the University.

On behalf of the AAUP-AFT

On behalf of the University

Dated:

Dated: