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3 **MEMORANDUM OF AGREEMENT**
4 **NON-TENURED TRACK TEACHING POSITIONS**

5 This Memorandum of Agreement (Agreement) reached between New Jersey City University
6 (University) and the American Federation of Teachers, Local 1839 (Union) memorializes the
7 terms and conditions of employment in Non-Tenure Track Teaching Positions (NTTP or
8 NTTPs).

9
10 This Agreement shall be subject to, and shall not supplant, change, alter or in any way modify
11 the terms and conditions set forth in the 2019–23 Collective Negotiations Agreement between
12 the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO
13 (the “Master Agreement”) and any successor agreements thereto.

14
15 **NTTP**

16
17 The University and the Union agree that persons employed in a delineated NTTP may be
18 referred to as “faculty”. It is expressly agreed between the University and the Union that the use
19 of the term “faculty” when referencing holders of an NTTP is not intended to nor does it have the
20 same meaning of this term as provided in the Tenure Law, nor is it intended to nor does it confer
21 or create any expectations, rights, or privileges which may appertain to those defined as faculty
22 under the Tenure Law. The University and Union agree that the NTTPs shall include the
23 following titles, Lecturer, Senior Lecturer, and Master Lecturer (in this Agreement the title
24 “Lecturer” applies to all unless expressly delineated otherwise).

25
26 Persons employed as Lecturers shall have the primary responsibility for teaching, and/or
27 overseeing clinical experiences or internships. Lecturers are expected to remain current in their
28 fields of expertise.

29
30 The total number of Lecturers appointed shall not exceed twenty-five percent (25%) of the
31 regular tenured/tenure-track full-time faculty lines at the University.

32
33 **Appointments and Assignments**

34
35 Lecturer positions shall initiate at the department level in consultation with the dean and shall
36 include consideration of any possible ancillary effects upon accreditation. All Lecturer positions
37 shall require Provost approval.

38
39 The review process for an initial Lecturer position shall be consistent with the criteria and
40 processes used to hire all faculty. In agreement with the department, nothing shall preclude the
41 University from hiring an existing adjunct faculty for a Lecturer position in advance of a public
42 job posting.

43
44 Appointment letters issued to persons employed in a Lecturer position will include the expected
45 teaching load. If there are any changes to those duties in a subsequent semester or intersession,
46 the changes shall be communicated in writing reasonably in advance of the start of the semester
47 or intersession.
48

1 The University agrees to provide the Union a list of persons employed at the University in
2 Lecturer positions with their teaching loads on an annual basis.

3
4 The Union and University agree to meet once per academic year to discuss diversity and
5 inclusion efforts related to Lecturer recruitment.

6 7 **Teaching Load and Other Responsibilities**

8
9 The teaching load for a Lecturer shall be a minimum of twenty-four (24) teaching credit hours
10 for ten (10) month positions, assigned over the fall semester, winter session, and spring semester.
11 Ten (10) month positions may be assigned a maximum of thirty (30) teaching credit hours,
12 however any credit hours over twenty-four (24) shall be eligible for overload compensation as
13 specified herein.

14
15 The teaching load for a Lecturer shall be a minimum of thirty (30) teaching credit hours for
16 twelve (12) month positions and a maximum of thirty-three (33) teaching credit hours. Teaching
17 loads more than thirty (30) credit hours shall be eligible for overload compensation as specified
18 herein.

19
20 (Note: A standard Lecturer load is no more than 5, 3-credit courses per semester, although some
21 courses with labs are 4 credit hours.)

22
23 The teaching assignment of a Lecturer shall not require more than three (3) different course
24 preparations in any semester, except where it can be demonstrated that the course offerings and
25 class sections in a department cannot reasonably be scheduled on this basis, or where a
26 Lecturer's schedule includes one or more two (2)-student-credit-hour courses. Under such
27 circumstances one additional course preparation may be assigned.

28
29 It is recognized that one-student-credit-hour courses and activities such as, but not limited to,
30 supervision of or instruction in independent study, internships, practice teaching, studio or
31 physical activity programs do not lend themselves to computation of numbers of preparations as
32 discussed immediately above. However, it is recognized that every effort will be made when
33 assigning such activities to arrive at an overall assignment of responsibilities which substantially
34 and equitably equates to the model set forth in the paragraph immediately above. Disputes
35 concerning one credit-student-credit-hour course preparations may be submitted to binding
36 arbitration pursuant to Article VII of the State Agreement. In the event that a violation is found,
37 the remedy shall be the award of a payment equal to one overload credit for each additional
38 preparation found to have been improperly imposed.

39
40 Other duties may be assigned in lieu of teaching, such as clinical or internship supervision, or
41 appropriate responsibilities within the Lecturer position upon determination of the department
42 chair and school dean and will be specified in the appointment letter. Lecturers may participate
43 in general University affairs and choose to serve on department, college, or University
44 committees. Lecturers may not serve on personnel committees.

45
46 During the period of instruction, Lecturers shall be present on campus to perform their assigned
47 responsibilities and shall be accessible to students, instructors, and staff through normal,
48 electronic, telephonic, or written modes of communication.

49

1 Lecturers shall be provided with shared office space, an identifiable telephone number on which
2 they may conduct University business, and a computer.

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4
5 **Salary**

6
7 The salary ranges for the ten (10) month titles listed below shall be as follows:
8

Lecturer	Ranges 19 and 21
Senior Lecturer	Ranges 22 and 24
Master Lecturer	Ranges 25 and 27

9
10 The salary ranges for the twelve (12) month titles listed below shall be as follows:
11

Lecturer	Ranges 22 and 24
Senior Lecturer	Ranges 25 and 27
Master Lecturer	Ranges 28 and 30

12
13
14 Lecturers are eligible for overload compensation for additional workload assignments, pursuant
15 to this local Agreement. The overload per credit hour compensation shall be 90% of the
16 Assistant Professor overload rate for Lecturers and for Senior Lecturers and 90% of the Professor
17 overload rate for Master Lecturers.

18
19 Lecturers shall receive annual across-the-board increases and step increments, pursuant to Article
20 XXI and Article XXII in the Master Agreement.

21
22 **Procedures for Reappointment**

23
24 Prior to its issuance, the notice of the applicable dates for Lecturer applications for
25 reappointment shall be given to the Local Union president and candidates.

26
27 Holders of ten (10) month or twelve (12) month Lecturer positions shall be appointed to an initial
28 two-year or three-year fixed term. Subsequent successful appointments for eligible Lecturers
29 shall be for a minimum of two-years with an optional maximum fixed appointment of up to five
30 years. Annual renewals and reappointments shall be subject to Lecturers performance and/or the
31 University's programmatic and departmental needs.

32
33 The University agrees that evaluation materials generated during the Lecturer appointment
34 period shall be included in personnel files as evidence of past performance and future potential in
35 tenure track positions.

36
37 Notice of reappointment or non-reappointment shall be given in writing not later than April 1 of
38 the second academic year of service. Lecturers appointed beyond the initial two-year contract

1 shall receive notice of reappointment or non-reappointment no later than February 1 of their
2 second two-year appointment and any subsequent reappointment.

3
4 In each term of reappointment, the University shall ensure that students in each course taught,
5 including experiential or field assignments, will evaluate the Lecturer. After the first
6 year, Lecturer shall be evaluated through the established peer evaluation process on an annual
7 basis. Only those duties noted in their contracts shall be used for reappointment evaluations.

8
9 Student evaluations, peer observations, and assessments related to contractual duties shall
10 constitute a part of a Department Personnel Committee's review for a subsequent appointment,
11 and shall be entered into the Interfolio system. Lecturers applying for reappointment shall
12 receive and indicate receipt of the Personnel Committee's report at the same time that their dean
13 receives it. Lecturers shall have the right, within five working days, to comment on any
14 evaluation and send copies of these comments to their Dean through Interfolio.

15
16 When a prospective Lecturer is offered initial appointment or reappointment, he or she shall be
17 provided with a letter of appointment or reappointment contract. The letter of appointment or
18 reappointment contract shall include: a. The name of the employer, New Jersey City University;
19 b. The dates for which the appointment or reappointment is effective; c. The title of the position;
20 d. The salary rate; e. A list of the field or fields in which he or she is expected to teach or work.

21
22 Prospective initial Lecturer appointees and reappointees shall also be provided with a copy of the
23 State Agreement, Local Agreement and a copy of the local employee handbook, if any.
24 Electronic access or links will be satisfactory for the provision of copies. When a prospective
25 Lecturer accepts his/her appointment, the University shall provide the Local Union with the
26 employee's name, address and telephone number.

27
28 Upon commencing employment, each new Lecturer shall be provided with a copy of the current
29 salary schedule.

30
31 Full-time Lecturers serving under two (2)-year appointments or reappointments who are notified
32 of non-reappointment shall, at the written request of the Lecturer, be provided with written
33 reasons for such decision by the University.

34
35 The procedures for appointment and reappointment of employees utilized in the University, if
36 universally applicable, or in the division, department or similar unit in which the Lecturer is
37 employed, shall be fairly and equitably applied to all candidates. The procedures shall provide
38 for consideration based on criteria established by the University, appropriate to the University
39 and the work unit. The current and applicable procedures including a statement of such criteria
40 shall be provided in written form for the understanding of all affected Lecturers. Reappointment
41 procedures and notice requirements for full-time employees with less than three years' service
42 shall apply to part-time Lecturers. However, reappointment procedures and notice requirements
43 applicable to part-time employees may be modified by agreement between the Local UNION
44 and the University. If these procedures are not in written form, they will be reduced to writing
45 and a copy will be provided to each affected Lecturer. This provision shall not be construed as a
46 waiver of the University's right to appoint and reappoint, under procedures set by the University,
47 employees not included in the negotiating unit. The University, however, recognizes the value of
48 peer consultation and except in unusual circumstances will consult with the involved department
49 concerning the procedures to be used in any particular case involving negotiation unit members.

1
2 Any individual letter of appointment or reappointment contract between the University and an
3 individual employee shall be subject to and consistent with the terms and conditions of this
4 Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its
5 duration, shall be controlling.
6

7 Lecturers who are employed under a grant may be terminated during the term of their contracts if
8 the grant money runs out by giving them sixty (60) days' notice. This termination is not a
9 retrenchment within the meaning of the Agreement, or statutes, nor is it subject to such
10 provisions. Such Lecturers will be notified in their letter of appointment and reappointment
11 contracts that their employment is contingent on continuation of grant funding.
12

13 In the event that a Lecturer reappointed to their third or more multi-year contract is not
14 reappointed because of programmatic needs rather than because individual performance reasons,
15 the Lecturer is eligible to apply for any other vacant positions at the University. If the University
16 determines that, with additional academic training, the Lecturer may qualify for another position
17 at the University, said Lecturer will be given priority consideration for Tuition Reimbursement
18 under Article XXVIII amongst similarly situated Lecturers. The President in such circumstances
19 may at his or her discretion waive the requirements of Article XXVII.A.1. In addition, as an
20 exception to the limitations of Article XXVIII, the President may approve tuition reimbursement
21 out of available funds up to a maximum of sixteen (16) credits for the involved academic year.
22

23 **Promotion and Range Adjustment**

24
25 Lecturers shall be eligible for promotion pursuant to locally negotiated procedures. Lecturers
26 shall be eligible for range adjustments pursuant to locally negotiated procedures. Lecturers shall
27 only be evaluated on teaching and specific responsibilities as listed in their contracts for the
28 purposes of promotions and range adjustments.
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33 **Vacation and Other Leave**

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35 Twelve (12) month Lecturers shall have a continuous three-week period during the summer
36 when they will not be teaching or performing other duties. The specific weeks shall be approved
37 by the department chair.
38

39 Nothing herein shall abrogate a Lecturers eligibility to State and/or federal family and medical
40 leave and earned sick leave entitlements, as may amended from time to time, for their respective
41 proscribed qualifying reasons provided that all statutory conditions are satisfied.
42

43 Leaves of absence without pay may be granted for education, parental need, non-medical
44 maternity or other reasons at the University's sole discretion. Lecturers on leaves of absence are
45 subject to all reappointment evaluation procedures and must cooperate in such procedures
46 notwithstanding their leave of absence status. Continuation of benefits for full-time employees
47 during the period of any leave of absence without pay is determined by applicable law and
48 enabling regulations, as may be amended from time to time.
49

1 The rights of individual Lecturers who meet eligibility requirements concerning leave under the
 2 Letter of Agreement XIV, Non-Tenured Track Teaching Positions, Section D, Master
 3 Agreement, are not otherwise modified by this Agreement.
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5 **Termination**

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 7 Over and above satisfactory and successful performance, continued reappointment shall also be
 8 based on programmatic need. In cases where there is no longer a programmatic need for the
 9 position or the skill-set and/or expertise of the Lecturer in the position, individuals will be
 10 notified no later than February 1 of the year of their contract end date or October
 11 1 if the final term of the Lecturer's contract ends at the conclusion of the fall term. In such cases,
 12 the Union will be notified within five calendar days of the decision of non-reappointment based
 13 on a lack of programmatic need.
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26 **Term of Agreement**

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 28 This Memorandum of Agreement shall be renewed from year to year unless either party provides
 29 written notice to the other of its intent to modify, amend, or terminate this Agreement. Notice
 30 shall be provided by the moving party no later than January 1 and apply to the next academic
 31 year.
 32
 33

34 On behalf of the University:

35 Alfred Ramey, Legal Counsel

On behalf of the Union:

Barbara Hildner, President

37 

38 Date:

39 August 9, 2021
 40

Barbara K. Hildner

Date:

August 9, 2021