Memorandum of Agreement Between Ramapo College of New Jersey, The Council of New Jersey State College Locals, AFT, AFL-CIO and the Ramapo Federation of Teachers Local 2274 On

Non-Tenured Teaching Positions

Non-Tenured Teaching Position

- 1. Non-tenured teaching positions (hereinafter referred to as "Lecturers") have the primary responsibility of teaching and other duties and responsibilities as prescribed in their job description. Since this is a non-tenure track teaching position, duties and responsibilities shall not include scholarship, research, or creative activity. Lecturers are expected to remain current in their fields of teaching and expertise. The College and the Union agree that individuals hired in the Lecturer position may be referred to as faculty but it is expressly agreed by both parties that the use of the term "faculty" when referencing an individual in a Lecturer position is not intended to nor does it have the same meaning of the term as provided by N.J.S.A. 18A:60-1, et seq. i.e. "the Tenure Law." Further, it does not confer or create any expectations, rights or privileges, which may pertain to those defined as faculty under the Tenure Law.
- 2. The total number of Lecturers appointed shall not exceed twenty-five percent (25%) of the regular full-time faculty lines at the College. During the fall semester of each academic year, the College will advise the Local AFT Union of the number of planned Lecturer appointments. The College agrees to advertise Non-Tenured Teaching Position vacancies as internal career opportunities for eligible Ramapo College employees, concurrently with the posting for external candidates.
- 3. Lecturers shall not be eligible to participate in personnel/peer committees but may participate in search committees related to filling Lecturer positions and peer review committees and related to the Lecturers' reappointments as well as other School-level committees, as requested and approved by the School Dean, and/or search committees as they relate to their instructional responsibilities. In addition, Lecturers should participate in general College affairs and/or on curriculum or assessment committees relative to their teaching responsibilities.

Professional Responsibilities

1. Teaching Load: Teaching load for a Lecturer shall be a maximum of twenty-four (24) teaching credit hours for ten (10) month positions. Other duties may be assigned and proportionally reduce the maximum credit load, as specified in the job description of the position. During the period of instruction (i.e., 10-month), a Lecturer shall be present on campus to perform their professional responsibilities pursuant to Article XII., Section C.

(Other Responsibilities). Any professional duties performed off campus will require specific written approval from the respective School Dean and Provost. In such circumstances, the Lecturer shall be accessible to students, faculty, and staff colleagues through normal electronic, telephonic, or written modes.

2. Service: Lecturers are expected to perform service to the Convening Group, School, and College. The nature of this service may vary with programmatic needs and the capabilities and areas of expertise of individual Lecturers. Specific service duties should be planned in consultation with the respective School Dean.

<u>Salary</u>

1. The salary ranges for ten (10) month Lecturers shall be:

a. Lecturer	Ranges 20 and 21
b. Senior Lecturer	Ranges 22 and 23
c. Master Lecturer	Ranges 24 and 25

- 2. Upon hire, subsequent education attainment or experience, Lecturers holding a terminal degree in their discipline may be placed in the higher of the two ranges in a Lecturer title.
- 3. Lecturers shall be eligible for promotion to the title of Senior and Master Lecturer. Promotion procedures shall be negotiated in a separate Memorandum of Agreement. Lecturers who are promoted shall advance to the next higher title set forth in Section 1 and 2. The new step within the next highest title shall be computed pursuant to Article XXII, Section C.1.

Appointments and Assignments

- Lecturers shall be appointed to a one-year initial appointment and can be re-appointed to a subsequent two-year appointment. After a second two-year appointment, Lecturers shall be reappointed to a three (3) year term. All subsequent reappointments shall be for three (3) years.
- 2. Lecturers shall normally be appointed and hired prior to the beginning of the academic year. However, in the event a ten (10) month Lecturer is hired during the middle of the academic year (January), the initial appointment term will be for one semester (spring semester). If there is a subsequent reappointment, it shall be for a one-year term and any further reappointment will be made pursuant to Paragraph 1 above.
- 3. Contracts tendered to Lecturers shall list specific duties for those persons. If there are any changes to those duties in a subsequent year, the changes shall be communicated in writing prior to the start of the semester (i.e., the fall or spring semester).

- 4. In addition to above satisfactory and successful performance, continued reappointment will also be based on continued programmatic need. In cases where there is no longer a programmatic need for the position or the skill set and/or expertise of the Lecturer in the position, individuals and the Union will be notified no later than February 1st of the previous academic year of their non-reappointment.
- 5. At the request of the Local Union, the University agrees to review Lecturers' workloads if they consist of more than 50% non-teaching assignments for the purpose of converting the position to an appropriate State Generic Title for AFT Professional Staff. If the parties determine that a title conversion is warranted, the appropriate State Generic Title, salary placement and other mandatorily negotiable items shall be negotiated between the University and the Council of New Jersey State College Locals.

Procedures for Reappointment

- 1. Lecturers shall be reappointed pursuant to established procedures and calendars. Only those duties noted on their contracts are used for reappointment evaluations.
- 2. Any changes to those duties shall be in consultation between the respective School Dean and the candidate and will be documented on subsequent contracts.
- 3. Levels of Review (as reflected in currently negotiated Reappointment process): Unit Personnel Committee, Unit Council, Convening Group, School Dean, and Provost. This review process also includes a letter provided by the Convening Group. The College agrees to consult with the Union prior to making any changes to levels of review in the Reappointment Process for Lecturers.
- 4. Reviews for reappointment shall take place in the spring semester prior to renewal of a contract for the fall semester of the following academic year for 10-month positions.
- 5. Content of Reappointment Packet: Relative weights, contents, and other criteria for Lecturers shall be defined by the Convening Group, which must be approved by the School Dean, and Provost. Candidates are expected to use the procedures and forms established by the College's Office of Employee Relations.
- 6. Lecturers who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them sixty (60) days' notice. Lecturers will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding.

Promotion; Procedures for Promotion; Range Adjustment

- 1. Lecturers shall be eligible for promotion pursuant to Article XIV of the Master State-Union Agreement and locally negotiated procedures. Lecturers can only be evaluated on teaching, service, and other specific responsibilities as listed in their appointment letters for the purposes of promotion and range adjustments.
- 2. Lecturers shall be eligible for range adjustment pursuant to Article XXI of the Master State-Union Agreement and locally negotiated procedures.

Leaves and Holidays

1. Ten (10) month Lecturers are eligible for sick leave pursuant to Article XXIV and holidays pursuant to Article XXV of the Master State-Union Agreement.

Terms and Conditions/Exclusions

This MOA sets forth the terms and conditions of Lecturer employment at the College. Terms and conditions of Lecturer employment shall also be governed by the parties' collectively negotiated and locally negotiated Agreements unless specifically excluded therein. This includes procedures for retrenchment.

General Provisions

- 1. An employee hired as a Lecturer will be informed in their appointment letter that no years of service in the Lecturer title will count toward tenure should they subsequently be selected to fill a tenure-track position.
- 2. This MOA shall not serve to amend, modify or change the existing terms of the parties' collectively negotiated agreement.
- 3. The parties agree that this MOA shall not constitute a precedent and shall not be cited in any forum except to enforce the provisions contained herein.

IN WITNESS WHEREOF, Ramapo College of New Jersey, the AFT Council and the AFT Local 2274 having read and understood its terms and having agreed to be bound by the terms set forth above, the parties affix their signatures below on this 14th day of April, 2022.

For Ramapo College of New Jersey:

For the Union:

Dr. Susan Gaulden, Interim Provost/Vice President for Academic Affairs Martha Ecker, President, AFT Local 2274

For the Council of NJ State College Locals:

Virginia Galdieri, Assistant Vice President for Human Resources & Director of Employee Relations Debra Davis, Staff Representative