

Memorandum of Agreement Tenure Upon Hire at Stockton University

Preamble

The State of New Jersey amended Title 18A of the New Jersey Statutes by enacting An Act Concerning Tenure of State College Faculty and Amending and Supplementing P.L.1973, c.163 on January 17, 2014, to take effect on July 17, 2014. A new provision of the law is the tenure upon hire option when hiring a new faculty member. This law states specifically:

The board of trustees may, upon hiring of a new faculty member, grant tenure to the member if he was previously under tenure at an accredited four-year institution of higher education. (C.18A:60-16, 2.a)

And further:

The number of new faculty members receiving tenure upon hire in an academic year shall be limited to 15% of the total number of new full-time tenure-track faculty members hired at the institution in the prior academic year or one faculty member, whichever is greater. (C.18A:60-16, 2.b)

Tenure upon hire will allow Stockton University to recruit established faculty of exceptional talent who have been previously awarded tenure at another accredited four-year institution. It will allow the University to remain competitive in hiring and to further establish itself as a truly outstanding public institution of higher education.

This Memorandum of Agreement (MOA) contains the negotiated procedures regarding the granting of tenure upon hire for a new faculty member at Stockton. These procedures apply to all Stockton University programs seeking a faculty member whose qualifications may merit tenure upon hire.

When Tenure Upon Hire Is a Consideration

In considering a job candidate for tenure upon hire, academic programs shall consult the latest Memorandum of Agreement titled *Procedure for Evaluation of Faculty and Library Faculty* as well as the latest *Faculty Evaluation Policy* and *Staff Evaluation Policy*. All parts of the *Procedure for Evaluation of Faculty and Library Faculty* shall be followed for tenure upon hire, with the differences noted and explicated below:

- An expedited construction of an evaluation file
- An expedited timeline for evaluation

Academic programs and job candidates should be aware of the cap on annual tenure upon hire conferrals each year, per State of New Jersey legislation. Tenure upon hire is not guaranteed in any search process.

There are two paths where tenure upon hire could be considered:

1. As part of the staffing decision process and prior to commencing searches for a specific

academic year, the Provost, following consultation with the Deans and with academic programs, will review recommended faculty searches to determine which, if any, will be designated as potential tenure upon hire positions; however, tenure upon hire is not guaranteed in the search process.

2. As part of the search process itself where exceptional senior candidates may be part of the applicant pool and identified by the program and the Search Committee, the program and the Dean may recommend to the Provost that the ongoing search may be tenure upon hire eligible.

In all cases, an academic program and the Dean will jointly initiate the process for a tenure upon hire consideration through the form of an affirmative Nomination Letter from the Chair of a Hiring Committee, with at least three-fourths of the members of the committee voting to support a tenure upon hire formal evaluation process. Once delivered to the Provost, the selected applicant will be offered a faculty position that then triggers the file construction and evaluation process, if the candidate so wishes.

File Construction and Evaluation Process

Faculty candidates who are nominated as described above shall be officially notified that they are under consideration for tenure upon hire. Candidates shall immediately endeavor to construct an evaluation file that is consistent with the applicable requirements in the *Procedure of Evaluation of Faculty and Library Faculty*. Even though the candidate is external to Stockton, they must prepare a file that includes the following:

A written narrative statement

- Summarizing prior teaching, research/creative activity, and service
- Elaborating how their future professional career goals align with the Stockton mission and identity
- Explaining how they meet Stockton's standards in teaching, research/creative activity, and service (appendices can accompany the narrative statement)
- Discussing their projected contributions to Stockton in the areas of teaching, research/creative activity, and service

All contents of the file shall be available in electronic format for evaluation by all evaluators.

Since candidates have already received tenure at another accredited institution, they may opt to also include the following in their evaluation file:

- Copies of parts of the written evaluation file from their most recent tenure or promotion decision, supplemented with addenda (such as examples of new research and teaching evaluations) that update that file.

Because there is an annual cap on tenure upon hire appointments, the relevant Program Review Committee (PRC) and the Faculty Review Committee (FRC) shall evaluate each file and evaluate the candidate's suitability for Stockton and potential future contributions to Stockton. If, in any year, the number of tenure upon hire candidates is projected to exceed the cap, the Provost will meet with the FRC to discuss the merits of each candidate and determine a ranking of candidates for tenure upon hire employment offers.

Timeline

A search for a position for which tenure upon hire is a consideration necessarily requires an abbreviated personnel process. Ideally, the personnel process should conclude by June 30 of each calendar year in time for the July Board of Trustees meeting.

- Upon receipt of the file, within 14 days, a Program Review Committee (PRC) will complete its evaluation, if any.
- Upon receipt of the file from the PRC, within 7 days, the Dean will complete their evaluation, if any.
- Upon receipt of the file from the Dean, within 20 days, the Faculty Review Committee (FRC) will complete its evaluation, if any.
- Within 15 days, after receipt of the FRC letter, the Provost and President will complete their respective evaluations, if any.
- The Board will act on any affirmative recommendations at their next available meeting.

If, for any reason, a PRC or the FRC needs to consider a file during July or August, each committee member will be paid \$300 for one day of summer work to review the file, deliberate, and take part in drafting and signing the evaluation letter. In cases where the cap is a consideration, that is, where after the Provost reviews the files they need to meet with the FRC to discuss the merits of each candidate, the FRC will reconvene and will be paid another \$300 for a second day.

The work of the FRC falling outside of the academic year in this Agreement is not to be considered precedent for any other agreement.

Candidates will not receive letters from the PRC or the FRC. These letters are for internal Stockton use only. Once the candidate has accepted an offer, the candidate who receives positive recommendations from all review levels will receive a letter from the President notifying the candidate of the offer for tenure upon hire. This letter will coincide with notification sent to the Board of Trustees.

The Board will approve the appointment of the faculty member effective for September 1 and the tenure to be effective September 15 of the following academic year.

Candidates who are not recommended for tenure upon hire may still accept a tenure-track employment contract from Stockton.

This Memorandum of Agreement in no way interferes with the normal hiring process for non-tenure-track full-time, part-time, or 13-O faculty.

Term

This Agreement shall remain in full force and effect from this date until June 30, 2026 unless modified by changes in the Master Agreement or unless a new MOA replaces this one. The Agreement shall automatically be 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, 2026, or 30 days prior to June 30 of any succeeding year for which this Agreement is automatically renewed.

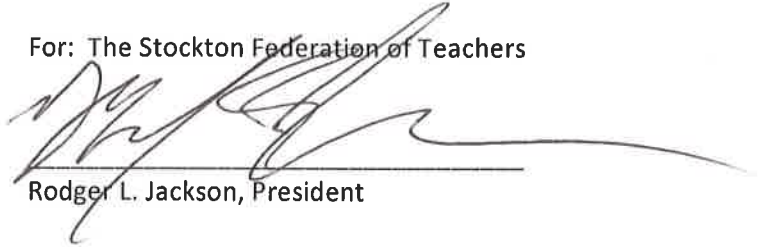
IN WITNESS THEREOF, the University and the Stockton Federation of Teachers have caused this Memorandum of Agreement to be executed this 7th day of November 2018.

For: Stockton University



Harvey Kesselman, President

For: The Stockton Federation of Teachers



Rodger L. Jackson, President