

Article 27– NON-TENURE TRACK FACULTY

I. Non-Tenure Track Faculty Title Series

A. 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

4. Clinical Title Series

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

5. Research Title Series

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

6. Clinical Law Title Series¹⁶
Clinical Instructor Law
Clinical Assistant Professor Law
Clinical Associate Professor Law
Clinical Professor Law
Distinguished Clinical Professor Law

B. Additional NTT Titles¹⁷

1. Instructor Law
2. County Agent IV
3. Extension Associate
4. Lecturer Titles ¹⁸
5. Adjunct titles¹⁹
6. Assistant Instructor and rank equivalents²⁰

C. Placement in NTT Title Series

All NTT faculty, who commence employment on or after July 1, 2018, shall be hired into one of the titles set forth in Sections I.A and I.B.1 through I.B.5 above or Section II below.

D. Minimum Salaries for NTT Titles

The minimum salaries for the above titles shall be the minimum salaries set forth in Article 8 of the collective negotiations agreement between the AAUP-AFT and the University for rank equivalent titles.

¹⁶ Appointments /Reappointments of faculty in the Rutgers Law School shall be consistent with Section XII.

¹⁷ 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).

¹⁸ Lecturer Titles and the use of such titles shall be consistent with Section II.

¹⁹ 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.

²⁰ The Assistant Instructor title and rank equivalents shall no longer be used for new NTT faculty appointments; such title only applies to those who were grandfathered in the Assistant Instructor title under the 2014-2018 Agreement.

II. Use of NTT Lecturer Titles

The NTT Lecturer titles: Lecturer (Instructor), Lecturer (Assistant Professor), Lecturer (Associate Professor), Lecturer (Professor), and Lecturer (Distinguished Professor), 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. 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 establish a promotion pathway for NTT faculty.
- B. 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 Section II, appointment to a non-grant funded NTT faculty position shall be for a term of one to seven 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 above.

If successfully reappointed, NTT faculty shall receive appointment terms that are at least equal to or greater than the immediately preceding term of appointment, unless mutually agreed upon by the chair and faculty member. This provision shall not apply to appointments resulting from the failure to give timely notice of non-reappointment. This provision does not apply to grant-funded NTT faculty appointments.

3. As of July 1, 2018, 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 three years, with one year notice of non-reappointment. This section does not apply to grant-funded NTT faculty.

4. Upon promotion to the rank of Associate Professor, NTT faculty will receive a term equal to the term held immediately prior to the promotion, but in no case shall such appointment upon promotion be less than three years. Upon promotion to the rank of Professor, NTT faculty will receive a term equal to the term held immediately prior to the term of promotion, but in no case shall such appointment upon promotion be less than three years. Upon promotion to the rank of Distinguished Professor, NTT faculty will receive a term equal to the term held immediately prior to the term of promotion, but in no case shall such appointment upon promotion be less than four years. This provision shall not apply to grant-funded NTT faculty appointments.
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. Notice of Non-Reappointment

Notice of non-reappointment shall be given 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 if grant funding ends or is reduced during the term of the appointment.

C. 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 9, Category One of the Rutgers-AAUP-AFT Agreement.
2. The University shall bear the burden of establishing just cause.

V. Appointment Letters

A. 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 at least 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. This provision does not apply to 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 term 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 University policies and provisions of this Article 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 during the term of an appointment

A. NTT faculty members shall be evaluated by the dean, department chair, director, principal investigator, or the designee of the University. NTT faculty may be evaluated annually; if applicable, such evaluation shall take place prior to the notice period for non-reappointment set forth in Section IV.B. above. Evaluations are not required for those in the Lecturer titles.

B. 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.B. above.

2. During the term of a three, four, or five year appointment, NTT faculty shall be evaluated at least twice.

3. During the term of a six or seven year appointment, NTT faculty shall be evaluated at least three times.

C. Faculty members shall be provided a copy of his/her written evaluations.

VII. Criteria for Evaluation, Reappointment, and Promotion

- A. Reappointments of NTT faculty (excluding those in the Lecturer title) shall be based on the continuing need for the position, availability of funding and a positive formal evaluation.
- B. 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. Such criteria shall be clearly delineated by the appropriate unit (department or decanal) on its website.

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

Applicable procedures for reappointment and promotion of NTT Faculty are as follows:

- Academic Promotion Instructions for Non-Tenure Track Faculty;
- Academic Promotion Instructions for Non-Tenure Track University Library Faculty; and
- Appointments, Reappointments and/or Promotions of Non-Tenure Track Faculty (also known as the “Short Form”)

IX. Grievances related to Non-reappointments or the denial of Promotion shall be processed in accordance with Article 11 or Article 9, as appropriate.

X. 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.

XI. In accordance with applicable policy, the University may sponsor and support international NTTs in securing H1-B visas and permanent residency (a ‘green card’).

XII. Long-Term Contract Law Faculty (“LTC”) in the Rutgers Law School ²¹

A. Except as set forth in Section XII, Article 27 shall apply to LTC law faculty.

B. Eligibility for Long Term Presumptively Renewable (LTPR) Contracts

1. To provide LTC law faculty members with “a form of security of position reasonably similar to tenure” in compliance with Standard 405 of the ABA Standards and Rules of Procedure for Approval of Law Schools, LTC law faculty normally are initially appointed to two, three-year non-presumptively renewable appointments and after successful completion of those two appointments, upon reappointment, LTC law faculty are appointed to five-year contracts that are presumptively renewable, as that phrase is used

²¹ See Appendix J “Agreement between the AAUP-AFT and Rutgers, The State University Regarding Article XXVII of the Parties’ 2014-2018 Collective Negotiations Agreement.”

in Interpretation 405-6 of ABA Standard 405(C).²²

2. In the discretion of the Law School, pursuant to its policies and procedures, the LTC law faculty member may be given a five-year presumptively renewable contract prior to completion of two, three-year non-presumptively renewable appointments.

C. Letters of Appointment

1. In addition to the information listed in Section V.B. of Article 27, letters of appointment and reappointment issued to law school faculty who are eligible for LTPR contracts shall state the criteria for appointment to a LTPR contract.
2. In addition to the information listed in Section V.B. of Article 27, letters of appointment and reappointment issued to LTC faculty who are appointed to five-year contracts that are presumptively renewable shall expressly state that the LTC law faculty member is being appointed to a “five-year contract that is presumptively renewable.”

D. Evaluations of LTC Law Faculty

1. Section VI of Article 27, which provides that NTT faculty shall be evaluated twice during a five-year term, is modified as applied to LTC law faculty to require one evaluation during the final year of the five-year contract. Five-year presumptively renewable contracts for LTC law faculty shall conform to ABA Standard 405(c) as interpreted by Interpretation 405-6, and shall employ the standards that (1) reappointment is “presumptively renewable,” as described above; and (2) during the initial long-term contract or any renewal period, the contract may be terminated for good cause, including termination or material modification of the entire clinical program. Terminations of LTC law faculty shall follow Section IV.C. – Removal during the term of an appointment.
2. Prior to the evaluation, the faculty member shall also provide the co-dean at the LTC law faculty’s location with the following: a current curriculum vitae, a personal statement, and an outline of a five-year plan setting forth the faculty member’s goals for teaching, scholarship/clinical practice, and/or service.
3. The co-dean shall evaluate the faculty member utilizing a narrative framework or any other written format he/she deems appropriate in order to provide assessments and guidance as needed.
4. The co-dean may consult with other faculty members to obtain information regarding the LTC law faculty member’s teaching, scholarship/clinical practice, and/or service.
5. The final decision on whether to appoint a law school faculty member to a LTPR contract rests with the co-dean.

²² Faculty appointed to the Professional Practice title series with an appointment start date prior to June 30, 2019, are eligible for appointment and reappointment to LTPR contracts. For appointments with a start date after June 30, 2019, only faculty appointed to the Clinical Title series will be eligible for appointment and reappointment to LTPR contracts.

6. The appeal of a decision not to appoint a law school faculty member to a LTPR contract shall be filed as a grievance under Article 11.
- E. The appeal of the non-reappointment of a LTC faculty member with a LTPR contract shall be filed as an Article 9, Category One grievance.
- F. Sabbaticals for NTT Law School Faculty

NTT Law School faculty are eligible for sabbaticals pursuant to Article 25 of this Agreement. NTT Law School faculty teaching in the Clinical Program, who receive sabbaticals, shall be provided with case relief during the term of the sabbatical.