

MEMORANDUM OF AGREEMENT

Evaluation of Professional Staff

PREAMBLE: The University conducts regular evaluation of Professional Staff members in accordance with the Master Agreement. The evaluation process will vary according to the type of evaluation, the Staff member's employment status, and the organizational reporting structure of the division and budget unit of which the Professional Staff member is a part. The Parties recognize that supervisory feedback is a critical component to success in the workplace. The entire professional performance record of a Staff member shall be considered at the time such employee is being evaluated.

I. DEFINITIONS:

Professional Staff (i.e., Candidate): Staff who are not managerial or confidential employees or in classified service and are subject to the review process provided for in the Master Agreement and described in this MOA.

Immediate Supervisor: The supervisory management-level employee not included in the State College/University negotiating unit who has primary responsibility for assigning and supervising the Staff's work. This applies to permanent and/or interim supervisors.

Subsequent Evaluators: The manager(s) identified as being responsible for the Staff's unit that are above the Immediate Supervisor and below the Divisional Executive. For example, if an Immediate Supervisor is an Associate or Director, then the Subsequent Evaluator would be an Executive Director, Assistant Vice-President, or at a similar level.

Interim Supervisors (at Any Level): In the event that the Candidate is reporting to an interim manager, if there is at least one additional level of managerial review between the interim manager and Divisional Executive, the interim manager's review will be skipped unless the Staff requests their review, at which point they follow the same procedures for review in this agreement. If the Staff makes no such request, then the file will have its initial review at the first level where there is a permanent supervisor. If there is normally only one level of managerial review below the Divisional Executive, the Divisional Executive will consult with the Union regarding selection of a manager who has appropriate knowledge of the unit and the Candidate's work to perform the initial review. Should there be no such person, the Office of Human Resources (HR) will consult with the Union to determine the appropriate manager most familiar with the Staff and their work. The Union's objections to the selection will not be unreasonably denied.

Divisional Executive: The Provost, Vice President, or senior cabinet officer with line authority over the Staff's unit.

Optional "Identified Employee" Evaluators: Appendix I.C.3 of the Master Agreement identifies the process for Supervisors to request that "employees, who may be in or out of the bargaining

unit, [and] who serve in a regular and continuing functional working relationship to the Candidate” . . . “to provide a written appraisal of the Candidate's ability, performance, contributions, and potential.” Any potential letter writers/evaluators are to be identified and contacted by the Immediate Supervisor, after consultation with the Staff, as set forth in the Master Agreement.

Optional “User” Evaluators: Appendix I, Article I, section 3.4 of Master Agreement defines users as “a clearly identifiable constituency including a sufficient number of individuals who have an ongoing and regular professional relationship with the Candidate [Staff] so as to provide a meaningful sample of evaluation.” Any potential user evaluations are to be identified and contacted by the Staff and includes anyone not in the review process (for example, but not limited to, colleagues, faculty, students, the public, external organizations, etc.).

Professional Staff Electronic Evaluation System (hereafter Electronic Evaluation System): The current electronic system used by the University to manage employee evaluations.

Professional Staff Assessment Committee (PSAC): A committee that reviews the President’s written recommendations for career development for Professional Staff granted multi-year contracts.

II. GENERAL PROVISIONS:

- A. **Access to Personnel Files and Performance Records:** This is governed by Article XXIX of the Master Agreement, whereby Staff and evaluators at each level will have access to the entire personnel performance record maintained in HR. Professional performance records are available digitally and access will be made available by HR to all employees. Staff shall have access to their entire professional performance record at any time, to verify any information (e.g., anniversary dates, terms of current contract, names of supervisors). An employee may request access from HR, who will grant it no later than two (2) business days after the initial request.
- B. **Reclassifications:** Reclassifications are in general outside (although they may parallel) the evaluation process and should be initiated using established HR protocols as warranted.
- C. **Notification of Changes:** The parties understand that the titles of managers as well as the organization of the University changes from time to time. Staff shall be notified of such changes by Divisional Executives or HR via email in a timely manner, no later than one (1) week after changes are implemented.
- D. **Personnel Actions Calendar:** The University publishes a Personnel Actions Calendar annually, indicating the dates of the principal steps in each evaluation cycle, including notification dates. Notification dates in the review process are based on timelines provided in the Master Agreement. This calendar will be accompanied by a chart that lays out the due dates below for each category of review that must be met at all levels of

review, unless the Union and University mutually agree on a change in date(s) after the calendar is published: (a) when Staff will be solicited; (b) when the evaluation file closes; (c) when the Immediate Supervisor's letter is due; (d) when letters by Subsequent Evaluators are due; (e) when the Divisional Executive's letter is due; (f) when the President's letter is due; (g) the date of Board of Trustees action. Article XXVI.A.2 of the Master Agreement stipulates that there will be no delay in reappointment evaluation for employees on leaves of absence without pay. This shall also apply to professional staff who are currently on other types of leave. However, extensions to deadlines on the personnel calendar due to extenuating circumstances may be granted upon agreement by the Administration and the Union.

- E. **Review Cycles and Contract Periods:** All Staff must complete five years of probationary employment. New Staff will be given an initial one-year (1-year) contract and will have their first annual review in the Winter of their first year of employment, in time for the February Board of Trustees meeting. In the subsequent four (4) years of their probationary period, they will be given annual contracts. Following the probationary period and consistent with the Master Agreement, all Staff will be given three-year (3-year) contracts with reviews occurring in the Spring, in time for the May Board of Trustees meeting. Although the University may, in its sole discretion, grant a multi-year contract for a duration longer than provided hereunder, but not for longer than five (5) years, as provided by N.J.S.A. 18A:60-14, the University has not agreed to a process by which this may take place.

III. PROCESS FOR PROFESSIONAL STAFF EVALUATIONS:

- A. The order and stages of review before the Divisional Executive should provide the Immediate Supervisor, as well as Subsequent Evaluators, an opportunity to evaluate the Staff under review and make appropriate recommendations regarding reappointment, and, if applicable, reclassification (by following established HR protocols) and/or promotion (by following negotiated procedures).
- B. **Initiating the Review Process:** The Staff will be solicited by the HR to prepare a file for review via the Electronic Evaluation System. HR will include in this notification a visible "cc" to the Immediate Supervisor, Subsequent Evaluators, and Divisional Executive who are responsible for the Staff's evaluation. This solicitation confirms that it is the Staff's responsibility to prepare their file. At this point in the process, the Staff should review their entire personnel performance record in the Electronic Evaluation System and notify HR of any omissions or errors, making a request to view their personnel file if necessary. Pursuant to Article XXIX of the Master Agreement, HR must provide certain requested information immediately; otherwise, that office will have five (5) business days to correct any other omissions or errors. Staff are encouraged to review their personnel performance records expeditiously.
- C. **Notices of Non-renewal:** Any notice of non-renewal under the terms of N.J.S.A. 18A:60-

6, et seq., must include the employee option to request written reasons for the decision, pursuant to Article XIII, Sections H-I of the Master Agreement.

- D. **Letters of Rebuttal by Staff:** The Staff may provide a letter of rebuttal in response to any letter of review except that of the President. Letters must be provided within three (3) business days after the recommendation's due date or the date the letter is submitted to the file, whichever is later, and will be considered by the next evaluator. In all cases, the Staff's response letter also becomes part of the evaluation file.
- E. **Staff Responsibilities to Construct an Evaluation File:** Performance is demonstrated through the preparation of a file of materials for consideration by the evaluating individuals. It is the responsibility of the Staff under review for reappointment to demonstrate in an accurate and timely manner the extent and quality of their performance in light of:
 - a. The expectations of all State and University employees according to current University policies;
 - b. The individual's contract; and
 - c. Applicable goals, which may include the professional development and career goals established by the Staff in consultation with their Immediate Supervisor and/or unit manager. These goals will be specified in writing by the Immediate Supervisor and updated when required. The Staff must be given sufficient time for reasonable progress toward goal completion prior to their current evaluation cycle.
- F. **Structure of the Evaluation File:** The evaluation file must be structured by the Staff in the manner outlined below. The focus should be on clarity and brevity, quality over length, and accurate representations of one's achievements.

Part I: Background information (Required, uploaded by HR):

- 1) Previous review(s), evaluation letter(s), and any rebuttal letter(s).

Part II: Required Information (Required, uploaded by Staff):

- 2) Official job description of the Staff's position responsibilities.
- 3) Most recent contract.
- 4) Current curriculum vitae or professional resume.
- 5) Any prior evaluation letters for reviews from previous cycles not uploaded by HR, including rebuttal letters arranged chronologically with the most recent on top.

Part III: Self-evaluation (Required, uploaded by Staff): Staff will provide a statement of self-evaluation, which shall include the following information for the time period between their last reappointment cycle and the new cycle; refer to Section II of this MOA for more details on personnel cycles and contract time period.

- 6) Applicable goals and objectives as established in consultation with the Staff's

Immediate Supervisor, Subsequent Evaluator, and/or Divisional Executive.

- 7) A review of past performance and achievements and a complete description of current professional responsibilities.
- 8) An analysis of professional contributions and potential for continued development.
- 9) A statement of professional goals and objectives that align with applicable departmental and institutional goals.
- 10) Attention should also be paid to any pattern of concern in previous evaluation(s) and achievement of any professional goals and objectives stated by the Staff in the most recent evaluation.
- 11) Service (if required; if optional, Staff may still include their service activity in their self-evaluation and provide supporting documentation in Part IV).

Part IV: Optional Supporting Documentation (Optional or Required, Uploaded by Staff): Staff may provide appropriate documentary evidence to support the self-evaluation submitted in the previous section. The type of evidence will vary according to the type of work involved, the audiences served, and the unit in which the Staff serves. The emphasis should be on documenting the *effectiveness* of one's efforts.

- 12) Optional "Identified Employee" Evaluator Letters: See Section I, Definitions for more details. Whenever Employee Evaluators are asked by Immediate Supervisors to write evaluation letters, they should be informed that their evaluation letters will be seen by the Staff and all evaluators. Staff shall be given access to all evaluation letters within one (1) working day of their receipt in order to upload.
- 13) Optional "User" Letters: See Section I, Definitions for more details.
- 14) Teaching Evaluations: Required only for Staff who assume teaching responsibilities for credit-bearing courses as part of their job responsibilities at any time during their current review cycle. Staff will document their teaching effectiveness using, at a minimum, a self-evaluation of teaching in the form of a written statement and student evaluations as per the Procedure for Evaluation of Faculty and Library Faculty. A Teaching Portfolio may also be included, consisting of representative course syllabi, peer observations, evaluations of teaching (optional), and additional materials, such as:
 - Additional student feedback (e.g., optional mid-term evaluations, unsolicited student feedback),
 - Representative student projects and/or performances,
 - Grading samples,
 - Relevant materials from available program assessment activities that shed light on student learning, including any available feedback from graduates in various stages of their careers, or
 - Handouts, manuals, etc., prepared for students.

Staff who teach credit-bearing courses outside of their job responsibilities may choose to include evidence of their teaching effectiveness but are not required to do so. Consistent with the MOA on IDEA, Staff who have teaching duties

associated with clinical education courses, wherein they are responsible for assigning grades but do not actually teach the clinical courses, are not expected to provide IDEA results for those courses.

15) Any other additional evidence Staff deem appropriate.

File Acknowledgment (Required, Completed by Staff): Staff will acknowledge their file is complete and certify that all contents of the evaluation file submitted are true, accurate, and complete to the best of their knowledge. This signing does not preclude the Staff from adding material in accordance with their rights under the Master Agreement; Staff may request that HR provide them electronic access to the file before the final closing date so the Candidate may upload their additional information. If a file is not acknowledged, it will automatically close at the end of business on the file closing date.

IV. REVIEWING THE STAFF FILE:

- A. **Immediate Supervisor Review:** The Immediate Supervisor will review the evaluation file and will prepare a letter that notes the Staff's strengths and weaknesses relative to the Staff's contract, any applicable goals, and the expectations of all State and University employees. The Immediate Supervisor may also request, at this time, a reclassification of the Staff under review by providing relevant information, including new job duties and recommended change of title, following established HR protocols for reclassification.
 - a. **Supervisory Changes:** When a Staff's Immediate Supervisor changes within ninety (90) days of evaluation, the written evaluation of the previous Immediate Supervisor shall be included in the evaluation file, when reasonably possible. The current Immediate Supervisor will consider the evaluation of the previous Immediate Supervisor for their own evaluation and recommendation. If a future change in Immediate Supervisor (e.g., by retirement, other separation from the University, or transfer to another position) is decided thirty (30) days or fewer before the file opens, that Immediate Supervisor's evaluation will not be included in the file unless requested by the Staff.
- B. **Subsequent Evaluator Review:** The Subsequent Evaluator will review the evaluation file and prepare a letter that notes the Staff's strengths and weaknesses relative to the Candidate's contract, any applicable goals, and the expectations of all State and University employees.
- C. **Review by the Divisional Executive:** In the case of annual evaluation for reappointment and applications for multi-year reappointment after the initial multi-year reappointment, positive renewal recommendations will normally be communicated by the Divisional Executive to the President, who will then make positive recommendations to the Board of Trustees. In the cases cited below, the Divisional Executive reviews the file and prepares a letter that summarizes the Staff's strengths and weaknesses relative to applicable considerations, as noted above, and makes a recommendation regarding the action under consideration:

- Staff for initial multi-year reappointment.
- Where there are fewer than two (2) prior levels of review.
- Where there is a negative recommendation at the administrative level preceding the Divisional Executive.

D. **Review by the President:** All recommendations to the Board of Trustees are made by the President. In situations in which the President is to make an evaluation before a recommendation to the Board of Trustees, the President reviews the file as appropriate. The President makes a recommendation for reappointment to the Board of Trustees and notifies the Staff of the recommendation. Where, in the President's best judgment a recommendation for reappointment is not warranted, the President notifies the Staff. A Staff who disagrees with the recommendation of the President may meet with the President within three (3) business days after the due date of the President's recommendation. The President may, within twenty-four (24) hours of any meeting, as described above, make a revised recommendation and notify the Staff. The President then makes this recommendation to the Board of Trustees. Separate from the recommendation for reappointment, in the event that the Staff has been granted a multi-year appointment contract and the President has identified areas in which career development is appropriate for that Staff, the President shall send a written report specifically describing career development recommendations to the PSAC, as delineated in the **MOA for Professional Staff Assessment Committee for Career Development**.

E. **Final Review: Board of Trustees:** The Board of Trustees will review and act upon recommendations of the President and in accordance with its procedures. Written notification will be sent to the Staff within one (1) business day of the Board's decision. The decision of the Board is final and may not be reconsidered, except as provided within the Master Agreement or law.

EVALUATION SEQUENCE FOR PROFESSIONAL STAFF MEMBERS

Evaluation Sequence	Responsible Party
1. Notification of evaluation, including providing the Professional Staff Candidate with the policy and procedures for the Evaluation of Professional Staff and opening dates of Electronic Evaluation System access.	HR, copying Divisional Executive, Immediate Supervisor , and all Subsequent Evaluators .
2. Upload copies of previous review(s), evaluation letter(s), and any rebuttal letter(s) to the Electronic Evaluation System.	HR (Professional Staff Candidate may request additional materials from their HR personnel file to document their performance)

3. Upload required materials to the Electronic Evaluation System: Official job description of the Staff's position responsibilities, most recent contract, current curriculum vitae or professional resume, and any prior evaluation letters for reviews from previous cycles not uploaded by HR, including rebuttal letters arranged chronologically with the most recent on top.	Professional Staff Candidate
4. Upload required Self-evaluation to the Electronic Evaluation System .	Professional Staff Candidate
5. Optional Supporting Documentation, including optional "Identified Employee" Evaluator letters, Optional "User" letters, teaching evaluations (for those who do not have teaching as part of their assigned duties), and any other additional evidence Staff deem appropriate.	Professional Staff Candidate Note: requests for optional letters come from the Immediate Supervisors, which are then uploaded by Staff
6. File Acknowledgment	Professional Staff Candidate
7. A thorough and timely review of the Professional Staff Evaluation File.	Individuals at the various levels of review
8. Optional Professional Staff Candidate responses to each level of review within three (3) business days of the transmittal of written evaluation(s).	Professional Staff Candidate
9. In case of a negative decision by the President , the Professional Staff Candidate may meet with the President within three (3) business days after the due date of the President's decision.	Professional Staff Candidate and President
10. Written report identifying recommendations for career development for Staff who are granted multi-year contracts	President , sent to PSAC for review
11. Recommendation to the Board of Trustees	President
12. Action on recommendations	Board of Trustees

TERM OF AGREEMENT:

This Agreement shall remain in full force and effect from this date until June 30, 2027 unless modified by changes in the Master Agreement. 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 to the other

party in writing no later than thirty (30) days prior to June 30, 2027, or thirty (30) days prior to June 30 of any succeeding year for which this Agreement is automatically renewed.

IN WITNESS HEREOF, the University and the SFT Local 2275 have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For: Stockton University



Harvey Kesselman, President

Date: 3 June 2022

For: The Stockton Federation of Teachers



Emari DiGiorgio, President

Date: 3 June 2022

APPENDIX A: Evaluation Schedule from the 2019-2023 Master Agreement

PS Members hired as of 7/1/2017	PS Members in 4-Year contract as of 6/30/17	PS Members in 5-Year contract as of 6/30/17
All Multi-Year Contracts: 3 Years*	1 st Contract: 4 Years	1 st Contract: 5 Years
	2 nd Contract: 4 Years	2 nd Contract: 5 Years
	3 rd Contract: 3 Years	3 rd Contract: 4 Years
	All subsequent contracts: 3 Years	All subsequent contracts: 3 Years

*If the University, at its sole discretion, awards multi-year contracts longer than three (3) years but no longer than five (5) years, those contracts will follow the above four- (4-) or five-year (5-year) schedules unless expressly renewed for the longer number of years.