

Memorandum of Agreement
Professional Staff Workplace Protections in the Time of COVID-19

Recognizing that the COVID-19 pandemic has impacted and will continue to impact the work environment for professional staff, this agreement addresses temporary reassignments and clarifies the reappointment and evaluation processes established by the 2019-2023 Master Agreement and local agreements: [Procedures for the Evaluation of Professional Staff \(2014\)](#), [Addendum To The MOA on Procedures for the Evaluation of Professional Staff Evaluations By Interim Managers \(2016\)](#), and [Procedure for Performance-Based Promotions for Professional Staff \(2018\)](#).

- I. **Reappointment Cycles for Staff.** The Master Agreement, Article XXVI.A.2 stipulates that there shall 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.

- II. **Temporary Reassignment of Professional Staff.** This section establishes a procedure for reassignment during the time of COVID-19.
 - A. Appendix I, Article II of the Master Agreement defines reassignment of professional staff with multi-year contracts under normal circumstances. Article XV.B.3 identifies university requirements for reassignments that meet certain conditions, and this agreement does not waive the normal employee rights for reassignments under XV.B.4-6 to a “position requiring demonstrably different training or credentials for which prior preparation is required in order to perform the duties of the new position” or under XV.

 - B. To determine the best fit for reassignment based on unit need(s) and the skills and expertise of the employee, the following process will be implemented:
 1. Divisional Executives will collectively review all university offices to determine where there is operational need, and what skills are requisite to fill the same.
 2. Divisional Executives will consult with their managers to determine if there are employees who can be reassigned.
 3. Managers will meet with the employee to identify their skills and areas of expertise, outstanding projects with a timeline for completion, and any work modifications that are currently in place. This will be documented in writing and used to identify possible units for reassignment throughout the remainder of this process.
 4. Before a decision for reassignment is reached, the new immediate supervisor will be contacted by their divisional executive to identify the specific tasks the reassigned employee will take on; such responsibilities will be documented in writing.
 5. The decision will be communicated in writing to the employee.

C. Timeline:

1. Professional staff will be given notice that is equivalent to at least one complete pay cycle prior to their reassignment, when feasible, and the time period for the notice begins after the process concludes with C.5 above.
2. The parties agree to adhere to the provisions of Article XV of the Master Agreement, including that if a reassignment falls under Article XV.B.3, we agree to suspend the ninety (90) day notice and adhere to the forty-five (45) day requirement instead.

III. Staff Evaluation Files for Reappointment and Performance-Based Promotions.

Evaluation files are defined by the 2014 Staff Evaluation Agreement, the 2018 Performance Based Promotion Agreement, and Appendix I.B. of the 2019-2023 Master Agreement.

- A. Pursuant to Appendix I.B. of the Master Agreement, professional staff “will be expected to present evidence of past performance and future potential.”
- B. Professional staff can decide (but are not required) to demonstrate how the COVID-19 pandemic has impacted their jobs in their evaluation files. They can do so in any of the following areas that are identified by existing agreements as being part of a staff evaluation file:
 1. Goals and objectives (pursuant to the 2014 Evaluation Agreement).
 2. Past performance and Future Potential (pursuant to the 2019-2023 Master Agreement and 2014 Evaluation Agreement).
 3. Any new duties in their current position.
 4. Any new duties in any new position(s) to which they may have been reassigned.
- C. If reassignment occurred, employees should include both their standing position description and their reassigned position description in their evaluation file.

IV. Evaluation of Professional Staff Reappointment Files

- A. The 2016 Addendum to Evaluation regarding Interim Supervisors remains in place; this addendum outlines the process to follow if professional staff are supervised by interim managers and would apply if staff are reassigned to managers currently designated as interim as part of this process. Specifically, “in evaluating professional staff, if there is at least one level of managerial review between the interim manager and Vice President, the interim manager’s review will be skipped and the file will have its initial review at the level of the first permanent manager in the sequence.”
- B. In the case of reappointment, the current immediate supervisor will provide a letter of evaluation to be included along with the evaluation of the former immediate supervisor, so that both supervisors involved in overseeing professional staff are included in this process.

C. All levels of review in the evaluation process will consider the COVID-19 pandemic and its impact on all assigned job duties, including the following areas identified in staff evaluation files:

1. Goals and objectives (pursuant to the 2014 Evaluation Agreement).
2. Past performance and Future Potential (pursuant to the 2019-2023 Master Agreement and 2014 Evaluation Agreement).
3. Any new duties in a professional staff member's current position.
4. Any new duties in any new position(s) to which a professional staff member may have been reassigned.

TERM

This agreement shall remain in full force and effect from this date until June 30, 2026.

IN WITNESS THEREOF, the University and the Stockton Federation of Teachers have caused this letter of agreement to be executed on this 23 day of Sept, 2020.

For Stockton University

For the Stockton Federation of Teachers



Harvey Kesselman, President



Rodger L. Jackson, President