

MEMORANDUM OF AGREEMENT

PROCEDURES FOR EVALUATION OF PROFESSIONAL STAFF

INTRODUCTION: The College conducts regular evaluation of professional staff members in accordance with the Master Agreement. The evaluation procedure will vary according to the type of evaluation, with the staff member's employment status, and with the organizational reporting structure of the division and budget unit of which the professional staff member is a part.

The entire professional performance record of a staff member shall be considered at the time such employee is being evaluated.

DEFINITIONS:

Professional Staff (PS) Member: means those staff who are not managerial or confidential employees or in classified service. **PS Member** is sometimes referred to as the **Candidate**.

Immediate Supervisor (IS) means that supervisory, management-level person not included in the State College/University negotiating unit who has primary responsibility for assigning and supervising the **Candidate's** work in the normal chain of command.

Subsequent Evaluators (SEs): Refers to the manager(s) identified by Human Resources as being responsible for the **Candidate's** unit on the linked Employee Personnel Item described in this Agreement (see Transparency below).

Divisional Executive (DE): means the Provost, Vice President, or senior cabinet officer with line authority over the **Candidate's** unit.

Identified Employees (IEs): For any **PS Member** undergoing any type of actionable review, **IEs** mean those employees who may be in or out of the bargaining unit, who serve in a regular and continuing functional working relationship to the **Candidate**. They are identified by the **IS**, after consultation with the **Candidate**, as set forth in the Master Agreement, Appendix I, Section C.

GENERAL PROVISIONS:

Access to Files: Both the **PS Member** and **SEs** shall have access to the entire personnel performance record maintained in Human Resources, as identified in Article XXIX of the Master Agreement. **PS Members** 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.)

Time Frames: The College 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 following dates for each category of review: (a) when **Candidates** will be solicited; (b) when the evaluation file closes; (c) when the **IS's** letter is due; (d) when letters by **SEs** 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.

Consistent with the Statewide Master Agreement, typically **PS Members** in their first two years of service will have their reviews in the Winter in time for reappointment to be approved at the February Board of Trustees meeting; **PS Members** in their third, fourth, and fifth years of service including those eligible for initial multi-year appointment will undergo their reviews in the Fall in time for the December Board of Trustees meeting; and those serving under multi-year contracts will have their reviews in the Spring of the year prior to the expiration of their contracts, in time for the May Board of Trustees meeting. These dates are approximate and subject to the annual meeting schedule of the Board of Trustees. Notice of non-reappointment must be timely under Article XIII, Section E. of the Statewide Master Agreement.

All **PS Members** must complete five years of probationary employment. After that, the number of years of multi-year contracts depends on when the **PS Member** was hired in relation to ratification of the 2011-2015 Master Agreement. The following table indicates multi-year contract terms before and after ratification of the 2011-2015 Master Agreement:

PS Members hired <u>on or before</u> the ratification date of October 3, 2012	PS Members hired <u>after</u> the ratification date of October 3, 2012
First contract: 3 years	First contract: 3 years
Second contract: 4 years	Second contract: 3 years
Third contract: 5 years	Third contract: 3 years
Subsequent contracts: 5 years	Subsequent contracts: 4 years

If the requirements for multi-year contracts are changed by a subsequent Master Agreement, **PS Members** hired after the ratification of the subsequent Master Agreement will be bound by its terms.

Transparency: The parties agree that the administration will create a link on the Stockton portal to an Employee Personnel Item that will be available to each **PS Member** on his or her "employee" portal website. The item will identify the **IS, SEs**, and the **DE** who evaluate the **PS Member**. It will also indicate the date and type of the **PS Member's** next evaluation.

Notification of Changes: The parties understand that the titles of managers as well as the organization of the College changes from time to time. **PS Members** shall be notified of such relevant changes and these changes will be indicated on the linked Employee Personnel Item described in this agreement.

When a **PS Member's IS** changes within 90 days of evaluation, the written evaluation of the previous supervisor shall be included in the evaluation file, when reasonably possible. The current **IS** will consider the evaluation of the previous immediate supervisor for his/her own evaluation and recommendation.

PROCESS FOR PROFESSIONAL STAFF EVALUATIONS:

Probationary **PS Members** undergo annual evaluations. After completion of their probationary service, **PS Members** are eligible for multi-year contracts in accordance with the Statewide Master Agreement, Appendix I. Thereafter, evaluations take place during the academic year prior to the last year of the **PS Member's** contract. **PS Members** who are not renewed must be given timely notification as required by Article XIII, Section E. of the Statewide Master Agreement.

The responsibility for review of a **PS Member** will, depending on the circumstances, be made in separate evaluations, recommendations or judgments by the following persons:

- The **Immediate Supervisor**
- **Subsequent evaluators**
- The responsible **Divisional Executive**
- The President
- The Board of Trustees

The order and stages of review before the **DE** should provide the manager serving as the **IS**, as well as **SEs**, an opportunity to evaluate the **PS Member** under review and make appropriate recommendations regarding reappointment, reclassification or promotion. In cases where the **IS** is the only reviewer prior to the **DE**, the **DE** will serve as a second reviewer.

In all cases, the **DE** and the President retain the right to review any decision. The President will forward affirmative recommendations to the Board of Directors.

In general: (a) Letters of reviewers at each level described below, shall become part of the **Candidate's** file as it advances through the review process.
(b) A copy of each such letter with reviewer recommendations shall be delivered to the **Candidate** by the due dates on the annual personnel calendar.

(c) The **Candidate** may provide a letter of rebuttal in response to any reviewer recommendation except that of the President. Letters 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, will be considered by the next evaluator.

(d) In all cases, the **Candidate's** response letter also becomes part of the evaluation file.

Responsibilities of Candidates and Evaluators:

1. Initiating the Review Process: The unit manager or his/her designee will initiate the review process by a letter to the **Candidate** which notifies the **Candidate** of his/her responsibility to prepare a file and identifies those persons who will be reviewing the file.

2. Process for Obtaining Identified Employee Letters: The **Candidate** and his/her **IS** will consult to determine whether or not either would like to include letters from **IEs** as set forth in Appendix 1, Article 1 C of the Master Agreement. Unless the **Candidate** and **IS** agree that such letters are not needed, the written appraisals of the **Candidate's** ability, performance, contributions and potential will be solicited from all **IEs**. These letters will be solicited by the **IS**.

Whenever **IEs** are asked to write evaluation letters, they should be informed that their evaluation letters will be seen by the **Candidate** and all evaluators. **Candidates** shall be given a copy of all evaluation letters within one working day from their receipt by the **IS**.

3. Candidate's Responsibilities to Construct a File.

It is the responsibility of the **PS Member** under review for one- or multi-year reappointment, reclassification or promotion to demonstrate in an accurate and timely manner the extent and quality of his or her performance in light of

- the expectations of all State and College employees as noted in the College *Policy for the Evaluation of Professional Staff*.
- the individual contract and
- applicable goals, which may include the **Candidate's** professional development and career goals that have been established by the **Candidate** in consultation with his or her **IS** and/or unit manager. These goals will be specified in writing by the **IS** and updated when required. The **Candidate** must be given sufficient time for reasonable progress toward goal completion prior to their current evaluation cycle.

Performance is demonstrated through the preparation of a file of materials for consideration by the evaluating individuals.

The file should include materials related to the performance of contractual responsibilities and responsibilities outlined in the College's *Policy for the Evaluation of Professional Staff*, and any applicable goals from the time of one's previous evaluation at the College, as detailed in the next section of this MOA.

The Evaluation File

The evaluation file must be structured by the **Candidate** in the manner outlined below. The focus should be on clarity and brevity; quality over length; and accurate representations of one's achievements. Documents to be provided by the **Candidate** are marked (PS); documents to be provided by the **IS** are marked (IS).

Part I: Background information (Required)

The appropriate **reappointment summary form** and **file contents page** (available on HR website) as required by the college (IS).

Applicable **goals and objectives** as established in consultation with the **Candidate's IS** or unit manager (IS).

Official description of position responsibilities and a copy of the most recent contract (IS).

Current curriculum vitae or professional resume (PS)

Copies of evaluation letters (IS) at all appropriate levels of review from previous cycles, including rebuttal letters arranged chronologically with the most recent on top, for all **PS Members** on one year contracts and those being considered for an initial multiyear contract. Files for **PS Members** applying for reappointment to a subsequent multi-year contract should include letters from the most recent previous evaluation cycle. Files for **PS Members** seeking reclassification or promotion should include those documents from their most recent review.

Reclassification: **Candidates** for reclassification should provide current and proposed new responsibilities and a justification for the reclassification (PS).

Part II: Self-evaluation (Required) (PS)

Candidates will provide a statement of self-evaluation which shall include: a review of past performance and achievements bearing on the contemplated personnel action; a complete description of current professional responsibilities; an analysis of professional contributions and potential for continued development; and a statement of professional goals and objectives which align with applicable departmental and institutional goals. 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 **Candidate** in the most recent evaluation.

Part III: Supporting evidence (PS)

Candidates will provide appropriate documentary evidence to support the statements in the self-evaluation. The type of evidence will vary according to the type of work involved, the audiences served, and the unit in which the **Candidate** serves. In general the emphasis should be on documenting the *effectiveness* of one's efforts.

Identified Employee Letters: (Optional, depending on consultation outcome) (IS): These are solicited after consultation between the **Candidate** and his/her **IS** as set forth in Appendix I, Section C of the Master Agreement.

Evaluations by Users:

Defined in the Master Agreement as evaluations gathered in sufficient number to provide a meaningful sample of evaluations and from a clearly identifiable constituency with ongoing and regular professional relationship with the **Candidate**, "User Evaluations" must be agreed to by the parties, according to the Master Agreement. Absent such agreement, User Evaluations may not be made part a **Candidate's** evaluation.

Teaching Evaluations: (IS)

- **(REQUIRED)** Members who assume teaching responsibilities for credit-bearing courses as part of their job responsibilities will document their teaching effectiveness using, at a minimum, a self evaluation of teaching (**PS**) and the student evaluations (**IS**) as per the Procedure for Evaluation of Faculty and Library Faculty.
- **(OPTIONAL) (IS)** Members who teach credit-bearing courses outside their job responsibilities may choose to include evidence of their teaching effectiveness but are not required to do so.
- **(OPTIONAL) (IS)** Consistent with the MOA on IDEA, **PS** Members 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.

Additional Evidence (Optional, PS): Candidates may include additional materials which he/she deems appropriate.

4. Unit Responsibility: Sign-off on Files: (PS, IS): Each unit will designate a person to obtain the signature of the **PS Member** indicating that the file has been completed prior to its review by the **IS**. This signing does not signify approval of the contents of any document, nor does it preclude the **PS Member** from adding additional material in accordance with his/her rights under the Master Agreement.

5. Initial Review: The Immediate Supervisor.

The **IS** will review the evaluation file and will prepare a letter that notes the **Candidate's** strengths and weaknesses relative to the **Candidate's** contract, any applicable goals, and the expectations of all State and College employees as stated in the *College Policy for the Evaluation of Professional Staff*.

Subsequent Reviews: **SEs** will review the evaluation file and prepare a letter that notes the **Candidate's** strengths and weaknesses relative to the **Candidate's** contract, any applicable goals, and the expectations of all State and College employees as stated in the *College Policy for the Evaluation of Professional Staff*.

6. 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 normally will cause the **DE** to communicate that recommendation to the President, who will make positive recommendations to the Board of Trustees.

In the following cases, the **DE** reviews the file and prepares a letter that summarizes the **Candidate's** strengths and weaknesses relative to applicable considerations as noted above, and makes a recommendation regarding the action under consideration:

- a. **Candidates** for initial multi-year reappointment.
- b. Where promotion or job reclassification is under consideration.
- c. Where there are fewer than two prior levels of review.
- d. Where there is a negative recommendation at the administrative level preceding the **DE**.

7. 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 **Candidate** of the recommendation. Where, in the President's best judgment such a recommendation is not warranted, the President notifies the **Candidate**. A **Candidate** 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 hours of any meeting as described above, make a revised recommendation and notify the **Candidate**. The President then makes this recommendation to the Board of Trustees.

8. Final Review: Board of Trustees

The Board of Trustees will review and act only upon affirmative recommendations of the President and in accordance with its procedures. Written notification will be sent to the **Candidate** within one 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
I. Notification of evaluation, including providing the PS Member with the policy and procedures for the evaluation of professional staff.	HR to DE and then forwarded to unit manager and IS .
II. Provide PS Member with copies of contracts, unit goals, or other documents that outline the basis of his/her evaluation.	HR and unit manager (in the case of goals). PS Members may request other materials from their HR personnel file needed to document their performance.
III. Selection of IEs among employees who serve in a regular and continuing functional work relationship to PS Member under review.	IS in consultation with staff member under review.
IV. Send request for written appraisal of Candidate's ability, performance, contribution and potential to IEs .	IS
V. Preparation of Evaluation File	PS Member under review
VI. A thorough and timely review of the Evaluation File.	Individuals at the various levels of review.
VII. At each level of review except that of the President, the PS Member may add a response within three (3) business days of the transmittal of the written evaluation. In case of a negative decision by the President, the PS Member may	PS Member

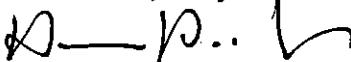
meet with the President within three (3) business days after the due date of the President's decision.	
VIII. Affirmative recommendation to the Board of Trustees	President
IX. Action on recommendations	Board of Trustees

TERM OF AGREEMENT

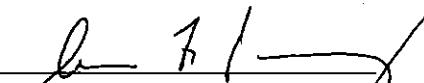
This Agreement shall remain in full force and effect from this date until August 31, 2017 unless modified by changes in the Master Agreement. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Said notice shall be given the other party in writing no later than 30 days prior to August 31, 2017, or 30 days prior to August 31 of any succeeding year for which this Agreement is automatically renewed.

IN WITNESS THEREOF, the College and the Stockton Federation of Teachers have caused this Memorandum of Agreement to be executed this 27th day of August, 2014.

For: The Richard Stockton College For:
of New Jersey


Herman J. Saatkamp, Jr., President

The Stockton Federation
of Teachers


Anne F. Pomeroy, President