1

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

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.

2

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 forthe 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 Xlll, 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 on or before the PS Members hired after the ratification
ratification date of October 3, 2012 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

lfthe 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

3

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 4eevaluations. eval1(A

(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.

4

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

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

7

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

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 a 081.8 282.94 660.24 (revised)Tj 054-.054-..6TlTm (may,)43mTc 2.(Review:)82.9

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meet with the President within three (3)
business days after the due date of the
President's decision.
VIII. Affirmative recommendation to the President
Board of Trustees
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 notic~C 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

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VJ
j. Saatkamp,

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Jr.,

~ President

The Stockton Federation
of Teachers

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