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Memorandum of Agreement #51
The College of New Jersey
Multiple Range Adjustments for Faculty

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I. Purpose

9 This policy establishes the criteria and process by which the President may adjust the salary
10 range of faculty in recognition of sustained meritorious work performance and exceptional
11 contributions made to The College of New Jersey campus community. (*The State - Union*
12 *Agreement Article XXI.J.4*)

13 The addition of multiple ranges is meant to supplement, not supplant, the existing promotions
14 process. For full professors who currently have no opportunity for promotion to a higher range,
15 it provides a means whereby sustained outstanding performance can be rewarded. For tenured
16 assistant and associate professors, it allows for the recognition of deserving faculty who, due to
17 special circumstances, do not meet the criteria for promotion.

18 In addition to implementing multiple range adjustments for tenured and non-tenured faculty,
19 and separate from this policy, "The College may, at its discretion, hire faculty at any step of any
20 salary range associated with any academic rank." (*Article XXI.J.2*)

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II. Criteria for Multiple Range Adjustments

23 Consistent with its mission, The College acknowledges the primacy of teaching in its evaluation
24 process, while also valuing highly scholarship and service. Therefore, it is expected that all
25 applicants for multiple range adjustments demonstrate outstanding accomplishments in areas
26 related to teaching.

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A. Market-Based Criteria (*Tenured and Non-Tenured Faculty*)

29 The College may, at its discretion, increase the salary of any faculty member to any step of
30 any range associated with his/her academic rank in response to a bona fide offer of
31 employment or when it believes a bona fide offer of employment could be imminent
32 because of recent achievements and/or other factors. (*Article XXI.J.3*)

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B. Performance-Based Criteria (*Tenured Faculty*)

35 Multiple ranges may be assigned to tenured faculty at any rank based on sustained
36 meritorious work performance and exceptional contributions to The College of New Jersey
37 general campus community. Meritorious work performance in this context shall be defined
38 as exceptional accomplishment above and beyond the normal requirements and
39 expectations associated with the candidate's rank as referenced in The College's
40 promotions criteria.

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1. Tenured Professors

43 The College may assign a tenured faculty member to a higher range within the rank of
44 Professor based on sustained meritorious work performance and achievement in teaching,
45 scholarship, and service. Meritorious work performance and achievement shall be defined
46 in this context as extraordinary or exceptional accomplishment, above and beyond the
47 normal requirements and expectations associated with the applicant's rank, subsequent to
48 her/his promotion to full Professor. Evidence of meritorious achievement shall be
49 documented in part using the materials submitted by the candidate through the Career
50 Development Assessment (post-tenure review).

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2. Tenured Assistant and Associate Professors

Sustained meritorious work performance at the rank of assistant and associate professor
is normally recognized through the process of promotion to the next rank. In certain
instances, however, applicants may not qualify for promotion to the next rank despite
exceptional work performance. In instances where an applicant demonstrates sustained
meritorious performance in the areas of teaching and service but, (a) lacks the appropriate
terminal degree, or (b) initiated employment prior to the establishment of the current

52 criteria and standards for scholarly productivity and has not been involved in scholarly
53 programs leading to publication for a significant time period, the applicant shall be
54 responsible for describing or explaining why the adjustment should be awarded.

55 Meritorious work performance and achievement in the above context shall be defined as
56 extraordinary or exceptional accomplishment above and beyond the normal requirements
57 and expectations associated with the applicant's current rank, particularly in the areas of
58 teaching and service, and subsequent to appointment to her/his current rank. Evidence of
59 meritorious achievement shall be documented in part using the materials submitted by the
60 applicant through the Career Development Assessment process (post-tenure review).

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62 **III. Application Procedures for Market-Based Range Adjustments**

- 63 A. All requests for market-based multiple range adjustments are to be submitted to the
64 appropriate dean, and must be accompanied by supporting documentation.
- 65 B. The Dean will prepare her/his recommendation and submit all requests and supporting
66 documentation to the Provost. The applicant will receive a copy of the Dean's
67 recommendation. The Provost will then prepare a recommendation for the President. The
68 applicant will receive a copy of the Provost's statement of concurrence/non-concurrence.
- 69 C. The President shall notify applicants within sixty (60) days of submission of the request if a
70 market-based multiple range adjustment has been awarded. The President's decision shall
71 be final. If a market-based multiple range adjustment is awarded, it shall normally be
72 implemented the immediately following September 1 (for 10-month faculty) or July 1 (for
73 12-month faculty).

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75 **IV. Application Procedures for Performance-Based Adjustments**

- 76 A. Tenured faculty must apply for multiple range adjustments by April 15 of a given year.
- 77 B. A written application must be submitted to the candidate's departmental/school Assessment
78 Committee no later than April 15 setting forth justification for the multiple range
79 adjustment. All applications must be accompanied by the materials specified in the Career
80 Development Assessment process. The application must provide compelling evidence of a
81 record of sustained meritorious work performance and achievement as defined in the
82 criteria above. The application and subsequent recommendations shall be transmitted
83 through the stages of the review process to the President. An applicant may withdraw
84 her/his application at any point in the process without prejudice by submitting a letter to
85 her/his Dean.

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87 **In fiscal year 2000-2001 applications may additionally be submitted during the*
88 *month of December for a September 1, 2000 effective date.*

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90 C. The Assessment Committee shall evaluate the applicant against the applicable criteria and
91 issue a single written assessment and recommendation to the Dean. A copy of the written
92 assessment and recommendation shall be issued simultaneously to the applicant by the
93 committee chairperson. The assessment shall indicate how the application and materials
94 demonstrate that the candidate meets or fails to meet the applicable criteria. The
95 deliberations of the Assessment Committee shall be kept strictly confidential by its
96 members. The resulting assessment and recommendation shall not include minority or
97 dissenting opinions, nor shall any such opinions be communicated by any means to
98 applicants.

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- 102 D. The Dean shall review each of the application documents as well as the assessment and
 103 recommendation of the Assessment Committee. Based on a review of these documents and
 104 her/his independent assessment, the Dean shall prepare a written statement indicating
 105 concurrence or non-concurrence with the Assessment Committee's assessments and
 106 recommendation, and shall issue a corresponding recommendation to the Provost. A copy
 107 of the Dean's written statement and recommendation shall be issued simultaneously to the
 108 applicant.
- 109 E. The Provost shall review the application documents in addition to the assessments and
 110 recommendations submitted by the Assessment Committee and the Dean. The Provost
 111 shall prepare a written statement indicating concurrence or non-concurrence with the
 112 Assessment Committee's and Dean's assessments and recommendations, and shall issue a
 113 corresponding recommendation to the President. A copy of the Provost's written statement
 114 and recommendation shall be issued simultaneously to the applicant.
- 115 F. The applicant shall have opportunity to submit a written response to the assessment and
 116 recommendation issued at each stage in the process noted above. Such a response must be
 117 received by the next-level officer within five days of receipt of the assessment and
 118 recommendation. If received within the specified timeline, the applicant's response will be
 119 reviewed and taken into account by the next-level officer and shall become a part of the
 120 application packet.
- 121 G. Applicants will be notified by the President by June 15 as to whether or not a performance-
 122 based multiple range adjustment has been awarded. In the event that the President
 123 overrules a positive recommendation by the Provost, she/he will provide a written
 124 statement to the applicant indicating the reasons for non-concurrence. The President's
 125 decision is final. If awarded, the effective date of the assignment shall be the immediately
 126 following September 1 (for 10-month faculty) or July 1 (for 12-month faculty). Applicants
 127 awarded multiple range adjustments shall be moved to the next highest range
 128 corresponding to their rank. (For ten-month faculty the applicable range adjustments by
 129 rank shall include: Assistant Professors - range 24 or 25; Associate Professor- range 28 or
 130 29; Full Professor- range 32, 33 or above.)
- 131 H. Faculty awarded performance-based multiple range adjustments shall have their new
 132 salaries determined by applying the procedure prescribed in Article XXII. C. 1. of the
 133 State-Union Agreement.
- 134 I. A timetable specifying deadlines for the above referenced procedure will be established and
 135 mutually agreed upon by AFT Local 2364 and authorized officers of The College of New
 136 Jersey.
- 137 J. This process shall be reviewed 2 years after the signing date and, subsequently, at any time
 138 requested by either party.

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Ralph Edelbach

Ralph Edelbach
President, AFT Local 2364

11/17/00
Date

Robert Drake

Robert Drake
Associate Vice President for Human Resources

11/6/00
Date

Stephen Briggs

Stephen Briggs
Provost and Vice President for Academic Affairs

11/9/00
Date

Memorandum of Agreement #67

Pursuant to Appendix II, Article IV.A.5. of the *Agreement* between the State of New Jersey and the Council of New Jersey College Locals, AFT, AFL-CIO, The College of New Jersey (the College) and the College of New Jersey Federation of Teachers, Local 2364, AFT (the Union) agree on the following principles and procedures governing the election of member to and operation of the Career Development Committee (CDC).

This agreement replaces MOA # 8, dated April 7, 1978.

1. Composition of Career Development Committee –

The ten members of the CD committee will be chosen as follows:

- A. One member each appointed by the College and the Union.
- B. One member elected from and by each of the following full-time AFT bargaining unit groups:
 - 1) School of Art, Media, and Music
 - 2) School of Business
 - 3) School of Culture and Society
 - 4) School of Education
 - 5) School of Engineering
 - 6) School of Science
 - 7) School of Nursing and the Library
 - 8) Professional Staff

2. Election Committee –

- A. The CD Election Committee shall be composed of one member appointed by the College and one member appointed by the Union.
- B. The CD election committee will conduct the election of CDC members.
- C. The CD election committee will meet whenever either party requests a meeting.

3. Election Procedure –

- A. A notice of a vacancy on the CDC will be sent to the appropriate AFT bargaining unit groups soliciting the individuals willing to stand for election.
- B. After receiving the names of volunteers, the CD Election Committee shall verify the eligibility of each candidate and prepare an election ballot.
- C. The election ballot will be distributed to the appropriate bargaining unit group, allowing at least 2 weeks to return the ballots, and insuring anonymity of individuals casting a vote.
- D. The CD Election Committee shall count the ballots and verify the election. Unit members will be invited to observe this process.
- E. With exception of the first year of this new MOA, the CD election shall take place during the first week in May.
- F. The first election under this new MOA will take place during the month of January, 2006 in order to have the new CD committee in place for the January 2006 funding cycle.

4. Terms of Service - CDC members will be elected following these guidelines –

- A. Elections to any fill any vacancies on the CDC will take place in the spring of the year with the new term of those elected beginning the following fall.
- B. The regular membership term on the CDC is two years.

- C. For the first two years of this new agreement, the following membership terms will apply:
- School of Art, Media, and Music..... one year term – ending June 2007
 - School of Business..... two year term – ending June 2008
 - School of Culture and Society one year term – ending June 2007
 - School of Education..... two year term – ending June 2008
 - School of Engineering one year term – ending June 2007
 - School of Science two year term – ending June 2008
 - School of Nursing and the Library one year term – ending June 2007
 - Professional Staff..... two year term – ending June 2008
- D. All full-time faculty, either probationary or tenured, shall be eligible to serve on the CD committee.
- E. The Professional Staff CDC member shall be elected from among those holding multi-year contracts or concurrent faculty rank.
5. **Election of a Chairperson** - The Chairperson of the CDC shall be elected by the CD committee members at the first meeting of the committee, normally at the beginning of the fall semester. The Chair shall serve for a one year term.
6. **CDC Responsibilities** - The CDC shall have the following responsibilities:
- A. Prepare and distribute to all eligible AFT unit members a "Request for CD Proposals." This shall be done three times during each academic year, typically in September, January and April.
 - B. Develop and inform eligible AFT unit members of the criteria to be used when CD proposals are reviewed.
 - C. Meet in order to review the proposals submitted.
 - D. Make a recommendation to the President concerning the funding of approved proposals.
 - E. Provide appropriate feedback to applicants for CD funding.
 - F. Review and monitor the CD budget.
 - G. Maintain the Career Development website.

Date: Jan 05, 2006
 L.S. Ralph Edelbael
 Ralph Edelbach, *President*
 TCNJ Federation of Teachers

Date: 1/05/06
 L.S. Stephen Briggs
 Stephen Briggs, *Provost*
 The College of New Jersey

