

# **Memorandum of Agreement**

## **between Montclair State University and AFT Local 1904 (the Parties) regarding Associate Directors for Faculty in University Schools**

The Parties agree that peer review and shared governance are central to the mission of the University. The Parties recognize that AFT members employed in University schools have the same rights and privileges provided in the Collective Negotiations Agreement (CNA) and the Local Selected Procedures Agreement (LSPA) as those employed in departments within colleges. Therefore, the Parties agree to the following terms regarding the establishment of Associate Directors for Faculty in those schools:

1. The position of Associate Director for Faculty (ADF)<sup>1</sup>, established in 2010 by negotiated Agreement on the Administration of the John J. Cali School of Music, will be established in the School of Communication and Media and other schools created in the future that do not have constituent departments with elected department chairs. Any provision in the LSPA that references department chairpersons will be construed as also applying to associate directors for faculty in schools, unless otherwise determined by agreement by the Parties.
2. ADFs in schools will performed certain responsibilities otherwise performed by department chairs, including:
  - A. Perform second-level peer reviews of faculty personnel actions including, but not limited to, reappointment, tenure, promotion, and sabbaticals.
  - B. Receive self-assessment statements from faculty members in their school who are applying for career development funds, in accordance with LSPA 14.3.
  - C. Make recommendations to the dean, independent from, and simultaneous with those of the school director, regarding the recruitment and hiring of faculty members and persons hired in Non-Tenure-Track Positions (NTTPs).
  - D. Conduct formal teaching observations for full-time tenure track faculty and for NTTPs with teaching responsibilities.
  - E. Attend university-wide chairs meetings and participate in professional development programs offered to department chairs.
  - F. Act as a liaison between faculty members and NTTPs, and the school director and dean, by consulting with area heads and convening faculty meetings in addition to meetings convened by the school director.
  - G. Perform other duties designated to the ADF in school bylaws.
3. ADFs must be full-time, tenured faculty in their respective schools. The elections for ADF shall be conducted by PAC chairs and shall be governed by the procedures set forth in Article XVIII of the parties' Collective Negotiated Agreement. Elections shall be completed by April 30th and appointed by the school director for a three-year term. The PAC chair will conduct a mid-term evaluation of the ADF, calling for a formal vote of confidence by the end of December in the second year of the ADF's service. If an ADF does not receive a majority vote of confidence, they will maintain that office pending the election of a new ADF, which will take place no later than the end of the

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<sup>1</sup> The Associate Director of Faculty title is a local designation unrelated to the managerial title of Associate Director in the State Generic Title system.

following February. The new ADF will serve for the remainder of the previous ADF's term, i.e., for the remainder of that academic year and the next.

4. Elections for ADFs in the John J. Cali School of Music and the School of Communication and Media will take place no later than the end of the current, fall 2022 semester. Those ADFs will begin serving with the opening of the spring 2023 semester and will serve through the end of AY2024-2025, with a mid-term review in December of 2023.
5. Unless otherwise negotiated, the establishment of any new school will include a timeline for election and assumption of office by the school ADF within the first semester that members of the faculty are deemed to have their primary appointment in the new school. The ADF for the School of Nursing will be elected and assume office within the first semester following accreditation in 2025.
6. ADFs will be reassigned either one-third (eight) of their annual TCH credits (as provided in the 2010 Agreement on the Administration of the John J. Cali School of Music) or a greater amount. ADFs are eligible to participate in the Faculty Scholarship Program.
7. The same procedures for appointing and compensating summer department chairs will apply to the appointment and compensation of summer ADFs in schools, unless provided otherwise in a subsequently-negotiated agreement.
7. Personnel evaluations of tenured and tenure-track faculty members in schools will move from the Personnel Advisory Committee to the Associate Director for Faculty, to the School Director, to the Dean, to the Provost, to the President, to the Board of Trustees, on the same administrative calendar for all faculty members.
8. Any provision of the 2010 Agreement on the Administration of the John J. Cali School of Music conflicting with this Agreement is superseded by this Agreement.
9. These terms and conditions for Associate Directors for Faculty in schools shall remain in full force and effect unless and until they are modified by agreement of the parties, and during the period of their renegotiation. Either party desiring to modify any of these terms or conditions shall serve notice to the other party in writing no later than January 1st of the academic year before which any such modifications would go into effect.

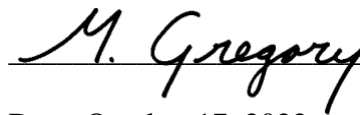
In witness whereof, the Parties' representatives have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

On behalf of the University



Date: October 17, 2022

On behalf of AFT Local 1904



Date: October 17, 2022