

## Memorandum of Agreement

### between Montclair State University (the University) and AFT Local 1904 (the Local) regarding Summer Department and Program Administration (Agreement)

The University and the Local agree that the continuity in the operations of academic departments and programs during the summer months supports the ongoing mission of the University.

By agreement, and practice, members of the Faculty discharge their main instructional and other assigned duties during the weeks of instruction comprising the Fall and Spring academic terms. Additional assigned duties are provided for by specific agreements.

Therefore, in order to maintain the continuity of operations during the Summer, the University and the Local agree to the following:

#### 1. *Summer Appointments*

- a. For the purposes of summer department and program administration, the duration of each appointment in this agreement shall be from July 1st to the to the end of the summer session.

#### 2. *Work plan*

- a. A summer work plan for chairpersons that includes specific schedules for members of the faculty who are designated to support/implement the plan for a given department, shall be submitted to the relevant dean, or their designee, for approval May 1<sup>st</sup> of each year (June 12<sup>th</sup> in 2024).
- b. Should any department summer work plan not be approved by the relevant dean, or their designee no later than the close of business on the first Monday after June 7<sup>th</sup>, (June 22<sup>nd</sup> in 2024), the work plan as submitted will be considered to have been approved.

#### 3. *Summer Department Chairpersons*

- a. Within academic departments, the responsibilities of the summer Chairpersons are the subset of the regular academic-year responsibilities of department chairpersons relevant to the specific circumstances of each department.
- b. Summer Department Chairperson positions are listed in Appendix A.
- c. Each dean shall provide a schedule of meetings, if any, for Summer Department Chairperson in their College/School no later than June 15<sup>th</sup>.
- d. For each week of assignment, summer department chairpersons will maintain availability and contact arrangements with department staff and relevant dean's office in a manner consistent with support of effective continuity of department operations, including specific in-person office hours to be scheduled between 10:00 AM and 3:00 PM Monday through Thursday on days when University offices are open (e.g., not including holidays or summer-closure days).

- e. By mutual agreement, individuals may accept an assignment of an appointment as Chairperson under this Agreement for parts of the summer, with each partial appointment consisting of one or more calendar weeks.

4. *Summer Associate Directors for Faculty*

- a. Within schools with an associate director for Faculty<sup>1</sup> (ADF), the responsibilities of the summer ADF are the subset of the regular academic-year ADF responsibilities relevant to the specific circumstances of the respective School.<sup>2</sup>
- b. Summer ADF assignments are further specified in Appendix B.
- c. Each school director shall provide a schedule of meetings, if any, for the summer ADF no later than June 15<sup>th</sup>.
- d. For each week of assignment, each summer ADF shall maintain availability and contact arrangements with the school staff and director in a manner consistent with effective attention to their responsibilities.

5. *Summer Graduate-Program Coordinators/Doctoral-Program Directors/Division Heads Bloomfield*

- a. The Provost and/or designees shall offer appointments to members of the Faculty as Summer graduate-program coordinator (GPC) as delineated in Appendix C, which specifies the program(s) under the purview of each particular appointment.
- b. The Provost and/or designees shall offer appointments to members of the Faculty as Summer doctoral-program director (DPD) as delineated in Appendix C, which specifies the program(s) under the purview of each particular appointment.
- c. The Provost and/or designees shall offer appointments to members of the Faculty on the Bloomfield Campus as Division Heads, as delineated in Appendix C, which specifies the division(s) under the purview of each appointment.
- d. For each week of assignment, each summer Coordinator/Director/Division Head shall maintain availability and contact arrangements with the department/school staff and department chair or school director in a manner consistent with effective attention to their responsibilities.

6. *Other Summer Academic-Program Continuity Assignments*

- a. Additional academic summer continuity assignments compensated by tier are determined by enrollment and are listed in Appendix D.
- b. Additional academic summer continuity assignments compensated by TCH as agreed by the parties are listed in Appendix E.

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<sup>1</sup> John Cali School of Music, School of Communication and Media, and the School of Computing

<sup>2</sup> cf. MOA Regarding Associate Directors for Faculty in University Schools (2022)

- c. No member of the Unit represented by the Local shall be assigned work in furtherance of academic summer continuity in the School of Nursing and constituent academic programs, except as may be specifically delineated in the individual appointment letter for an Instructional/Clinical specialist that has been accepted before the date of execution of this Agreement.
- d. Any additional summer continuity appointments to be made subsequent to execution of this agreement shall be reviewed and subject to mutual agreement on an expedited basis prior to the offer of an appointment.

#### 7. *Appointments*

- a. Where possible, the individual with an Academic-Year appointment for the preceding year in the corresponding department/school/program will be offered the respective summer continuity appointment first.
- b. Summer continuity appointment offers shall be made no later than June 17<sup>th</sup> for 2024, and by May 20<sup>th</sup> for all future years, by the administration, and include the compensation amount and pay schedule.
- c. Individuals will have five (5) business days to accept an offer of a summer continuity appointment made pursuant to this Agreement, so that Colleges and Schools may provide this information to the Provost or designee by May 30<sup>th</sup> (June 26<sup>th</sup> for 2024).
- d. All appointments and assignments governed by this Agreement are voluntary.
- e. Acceptance or non-acceptance of an appointment offer made pursuant to this Agreement shall have no bearing on subsequent assignments in the following regular academic year, nor afterward.
- f. For the purposes of the start of this agreement in summer 2024, if additional positions become known by the Provost's office, new assignments may be added to Appendix C, D, or E, as mutually agreed upon by both the Administration and the Local.

#### 8. *Schedule of Assignments*

- a. The Provost or designee shall provide to the Local a complete Schedule of Assignments made pursuant to this Agreement no later than June 28<sup>th</sup> for 2024, and thereafter by June 7<sup>th</sup>. This Schedule shall include:
  - i. Enrollments and Tier designations for those positions whose compensation is determined by enrollments as stated in 9a below, and include a list of positions being compensated at TCH rates.
  - ii. Any new changes to assignments in Appendices A, B, C, D or E that have been mutually agreed upon by the Administration and the Local.
  - iii. A revised Appendix F that lists updated compensation rates as per section 9f below.
- b. A revised Schedule of Assignments with any upward changes to compensation tier designations

shall be provided to the Local as needed within five (5) business days of any change.

- c. If, for a given week and appointment, no assignment has been accepted and recorded on the Schedule of Assignments, no member of the Unit represented by the Local shall be assigned, nor expected to complete, work related to that appointment.

## 9. Compensation

- a. Compensation for all of the assignments listed in Sections 3-6 shall be determined as agreed by the parties as shown in Appendix F.
  - i. Specifically, Sections 3, 5a and 6a shall be determined by the enrollment from the prior fall semester.
  - ii. Compensation for Doctoral Program Directors will be at the same rate of the highest Graduate Program Coordinator tier.
  - iii. Compensation for Summer ADF assignments will be determined by TCHs at the equivalent rate for one semester.
  - iv. For those positions determined by enrollment, the administration may elect to compensate assignments at a higher tier of a given assignment.
  - v. For those individuals in positions determined by enrollment, any adjustment of an assignment from a higher compensation tier in Appendix F to a lower compensation tier due to a decrease in prior fall enrollment will take place only after two consecutive years of enrollment below the previous higher tier threshold. These determinations will be based on enrollment census data collected annually in the fall semester. This provision only applies when the same individual has the assignment when the position is placed in a lower compensation tier.
  - vi. All tier changes will be noted in the schedule of assignments provided to the Local as referenced in Section 8a above.
  - vii. The University reserves its right to place appointments compensated by tier, in the appropriate tier, based on the prior fall enrollments as noted in 9.a.v. above. Such adjustments must be done prior to the deadline for summer continuity appointment offers as noted in 7b above.
- b. When more than one individual shares an assignment by mutual agreement, as set forth in 3e above, each individual will be compensated according to the relative proportion of the assignment performed.
- c. Summer Graduate Program Coordinators who are 10 month faculty are compensated at the Graduate Program Coordinator rate as shown in Appendix F.
- d. Graduate Program Coordinators who are 12-month faculty may either accept a GPC or summer assignment as part of their on-load assignment or accept a GPC appointment as overload if they already have a full on-load assignment.

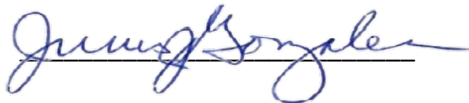
- e. Only tenure-track or tenured faculty with Doctoral Faculty status may serve as summer Doctoral Program Directors. Summer Doctoral-Program Directors compensation is intended only for those faculty members on 10-month contracts.
  - f. Beginning Summer 2025, all dollar amounts in Appendix F shall be increased annually by the same percentage across-the-board increase negotiated in the Statewide Agreement.
10. This Agreement does not otherwise alter nor supersede other agreements between the State of NJ and the Council of NJ State College Locals, nor any agreements between Montclair State University and AFT Local 1904, including the Local Selected Procedures Agreement.

11. *Term of Agreement*

- a. The original final agreement, went into effect on June 7, 2024. This revised final agreement contains some minor language changes, plus revised Appendices, reflecting additional appointments and revisions, effective after June 7, but before the execution of this agreement.
- b. This Agreement shall remain in effect unless and until either party shall provide written notice to the other of their intention to reopen and to renegotiate the Agreement.
- c. Reopener negotiations shall commence within twenty (20) business days after receipt of the notice unless otherwise agreed upon by the Parties.
- d. During the pendency of any reopener negotiations, this Agreement will remain in full force and effect.

In witness whereof, the representatives of the University Administration and AFT Local 1904 have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For Montclair State University

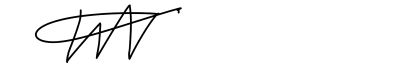


Junius Gonzales, Provost and Senior

Vice President Academic Affairs

August 1, 2024

For AFT Local 1904



Hugh Curnutt

Vice President for Negotiation

AFT Local 1904

August 1, 2024

**Appendix A: Summer Department Chairperson Assignments**

Department	Compensation Tier for Summer 2024
Psychology	Tier III
Accounting and Finance	Tier III
Biology	Tier III
Art and Design	Tier III
Marketing	Tier III
Exercise Science & Phys Ed	Tier III
Management	Tier III
Teaching and Learning	Tier III
Educational Leadership	Tier III
Counseling	Tier III
Family Science and Human Development	Tier III
Info Mgmt & Business Analytics	Tier III
Justice Studies	Tier II
Educational Foundations	Tier II
Theatre and Dance	Tier II
English	Tier II
Social Work and Child Advocacy	Tier II
Political Science and Law	Tier II
Nutrition and Food Studies	Tier II
Public Health	Tier II
Chemistry and Biochemistry	Tier II
Economics	Tier II
Linguistics	Tier II
Earth and Environ Studies	Tier II
History	Tier II
Sociology	Tier II
Mathematics	Tier II
Hospitality and Tourism	Tier II
Comm Sciences and Disorders	Tier II
Writing Studies	Tier II
Classics and Gen Humanities	Tier I
Spanish and Latino Studies	Tier I
World Languages and Cultures	Tier I
Physics and Astronomy	Tier I
Anthropology	Tier I
Philosophy	Tier I
Religion	Tier I

## Appendix B: Summer Associate Director for Faculty Assignments

### 1. John Cali School of Music

#### a. Summer Duties and Responsibilities include:

- i. recruitment and hiring of NTPPs;
- ii. meetings with the Director, etc. to plan for the following academic year;
- iii. representation of the Faculty in such meetings and in planning;
- iv. meeting individually with coordinators to address area-specific needs and issues;
- v. responding to faculty inquiries regarding preparation of applications for reappointment.

#### b. Compensation: See Appendix F

### 2. School of Comm. and Media

#### a. Summer duties and responsibilities include:

- i. recruitment and hiring of NTPPs
- ii. meetings with the Director, etc. to plan for the following academic year
- iii. representation of the Faculty in such meetings and in planning;
- iv. meeting individually with coordinators to address area-specific needs and issues;
- v. responding to faculty inquiries regarding preparation of applications for reappointment.

#### b. Compensation: See Appendix F

### 3. School of Computing

#### a. *Summer Duties and Responsibilities* include:

- i. recruitment and hiring of NTPPs
- ii. meetings with the Director, etc. to plan for the following academic year
- iii. representation of the Faculty in such meetings and in planning;
- iv. meeting individually with coordinators to address area-specific needs and issues;
- v. responding to faculty inquiries regarding preparation of applications for reappointment.

#### b. *Compensation*: See Appendix F

**Appendix C: Summer Graduate-Program Coordinators/ Doctoral Program Directors/Division Heads - Bloomfield**

Department	Graduate Program(s)	Compensation Tier for Summer 2024
Feliciano School of Business	Business Administration - inc. all conc., and undec.	Tier III
Counseling	GPC – Addictions with Clinical Mental Health	Tier III
Counseling	GPC - School with Student Affairs/Higher Ed	Tier III
Teaching and Learning	Teaching w/subject, inc. w/TSD, Urb. Res., & K12 CS cert.	Tier III
Educational Leadership	Educational Leadership	Tier III
Social Work and Child Advocacy	Social Work	Tier III
Psychology	Clinical Psychology - all conc., and cert.	Tier III
Teaching and Learning	Alt Route Teacher Cert P3, mod. P3, K6, and subj.	Tier III
School of Computing	Computer Science	Tier III
Comm Sciences and Disorders	Communication Sci & Disorders	Tier III
Doctoral	Audiology	Tier III
Doctoral	Clinical Psychology	Tier III
Doctoral	Environmental Science and Management	Tier III
Doctoral	Family Science and Human Development	Tier III
Doctoral	Industrial/Organizational Psychology	Tier III
Doctoral	Mathematics Education	Tier III
Doctoral	Teacher Education and Teacher Development	Tier III
Bloomfield College of MSU	Business Division Head	Tier III
Bloomfield College of MSU	Creative Arts Division Head	Tier III
Bloomfield College of MSU	Humanities Division Head	Tier III
Bloomfield College of MSU	Computer Science and Mathematics Division Head	Tier III
Bloomfield College of MSU	SBS Division Head	Tier III
Bloomfield College of MSU	Natural Science Division Head	Tier III
Bloomfield College of MSU	Nursing Division Head	Tier III
Accounting and Finance	Accounting - incl. cert.	Tier II
Educational Leadership	certificate programs	Tier II
Nutrition and Food Studies	Nutrition and Food Science	Tier II
Info Mgmt & Business Analytics	Business Analytics - incl. cert.	Tier II
Public Health	Public Health - all concentrations	Tier II
Social Work and Child Advocacy	Child Advocacy and Policy, incl. cert.	Tier II
Cali School of Music	GPC	Tier II
Teaching and Learning	Bilingual/Bicultural Education cert.	Tier II
Linguistics	Applied Linguistics, Comp. Ling., and cert.	Tier I
Teaching and Learning	Reading, Reading Spec. cert.	Tier I
School of Computing	Data Science	Tier I
Counseling	Certificate programs	Tier I
Mathematics	Mathematics - incl. Math Ed, Mid Grades, and CRI	Tier I



Teaching and Learning	Inclusive Education - all conc., Sp. Ed., and cert.	Tier I
Teaching and Learning	M.Ed in Teaching for Equity and Justice	Tier I
Justice Studies	Paralegal Studies certificate	Tier I
Political Science and Law	Law and Governance - all conc.	Tier I
Sociology	Social Research & Analysis and cert.	Tier I
School of Computing	Information Tech., Comp Tech. certification	Tier I
Psychology	Industrial Organizational Psyc	Tier I
Educational Leadership	Higher Education	Tier I
Biology	Biology - all conc., and Marine	Tier I
School of Computing	Cybersecurity	Tier I
Exercise Science & Phys Ed	Exercise Sci and Sport Studies - all conc.	Tier I
Earth and Environ Studies	Sustainability Science	Tier I
Educational Foundations	certificate programs	Tier I
English	English - inc. cert.	Tier I
Psychology	Psychological Sciences	Tier I
Biology	Molecular Biology, incl. cert.	Tier I
School of Computing	Applied Mathematics, Statistics	Tier I
Teaching and Learning	TSD P3, K6, w/subj. cert., and Elem. Sch. cert.	Tier I
Management	Human Resource Analytics, and Mgmt. cert.	Tier I
Theatre and Dance	Theatre - incl. certificate	Tier I
Earth and Environ Studies	Earth & Environmental Science	Tier I
Spanish and Latino Studies	Spanish incl. Trans. Cert.	Tier I
Chemistry and Biochemistry	Chemistry - incl. Bio Chem and Pharm	Tier I
Exercise Science & Phys Ed	Athletic Training, and HPE cert.	Tier I
World Languages and Cultures	French - all conc.	Tier I
Nutrition and Food Studies	certificate programs	Tier I
Marketing	Digital Marketing Analytics, and Mktg. cert.	Tier I
Theatre and Dance	Dance	Tier I

**Appendix D: Additional Summer 2023 Continuity Assignments Compensated by Tier**

Unit	Program(s)	Compensation Tier for Summer 2024
Cali School of Music	Choral Activities	Tier II
Cali School of Music	Graduate programs in Cali outside of music therapy and music education	Tier II
Cali School of Music	Large Ensemble Support 1	Tier II
Cali School of Music	Large ensemble Support 2	Tier II
Cali School of Music	Music Education	Tier III
Cali School of Music	Music History and General Education Course	Tier II
Cali School of Music	Music Theory and Composition	Tier II
Cali School of Music	Music Therapy	Tier III
Cali School of Music	Vocal Performance	Tier II
School of Comm. and Media	Communication Studies	Tier III
School of Comm. and Media	Film and Television	Tier III
School of Comm. and Media	Journalism, Digital Media, and Sports Comm	Tier III
School of Comm. and Media	Strategic Communications	Tier III
School of Computing	Data Science	Tier III
Educational Foundations	Gifted and Talented	Tier I
Educational Foundations	Assessment	Tier I
Bloomfield College of MSU	Math Coordinator, Summer Bridge	Tier I
ESPE	Physical Education P-12 MAT/Post-Bac w TSD cert	Tier I
Theatre and Dance	BFA Musical Theatre	Tier II
Theatre and Dance	BFA Acting	Tier I
Theatre and Dance	BFA/BA Dance	Tier III
Theatre and Dance	Theatre Studies BA Program	Tier III
University	Gender Sexuality and Women's Study	Tier I
University	Medical Humanities	Tier III

**Appendix E: Additional Summer Assignments compensated by TCHs**

Unit	Program(s)/Assignment(s)	TCHs
School of Comm. and Media	Fundamentals of Speech	6
College of the Arts	Co-coordinator of BA in Recording Arts and Production	2
College of the Arts	Co-coordinator of BA in Recording Arts and Production	2
Art and Design	Develop degree proposal form for the M.A. in cultural leadership	2.67
Theatre and Dance	Theatre and Dance Advisor/Coordinator	3
Bloomfield College of MSU	Mathematics Placement	2.25
Bloomfield College of MSU	Writing Placement	2.25
University	New Faculty Program	3
University	New Faculty Program	3
University	New Faculty Program (NTTP)	3
University	Honors	8
University	First-year Writing	6
University	Center for Writing Excellence	6

**Appendix F — Compensation Tables**

<b>Summer Department Chairpersons</b>		
	Enrollment	compensation
Tier III	600+	\$21,500
Tier II	100-599	\$14,500
Tier I	<100	\$9,500
<b>Summer Graduate Program Coordinators/Summer Doctoral Program Directors/Division Heads- Bloomfield</b>		
	Enrollment	compensation
Tier III and all Summer Doctoral Program Directors	100+	\$3,500

Tier II	70-99	\$2,800
Tier I	<70	\$2,000
<b>Additional Summer Continuity Assignments by Tier</b>		
	Enrollment	compensation
Tier III	100+	\$3,500
Tier II	70-99	\$2,800
Tier I	<70	\$2,000
<b>Additional Summer Continuity Assignments by TCH</b>		
	Enrollment	compensation
TCH	n/a	by TCH credits at the overload rate as stated in Article XII of the State Master Contract
<b>Summer Associate Directors for Faculty</b>		
<u>TCH</u>	<u>n/a</u>	<u>4 TCHs (in 2024 under current ADF agreement)</u>

**Appendix G—Summary of Calendar Deadlines Contained in the Agreement – note that the numbers/letter in parentheses refer to the Section of the Agreement establishing the date**

**For All Years**

June 15 – Dean provides schedule of meetings to the Summer Chairs and Summer Associate Directors of Faculty (3c and 4c)

**For 2024**

June 12, 2024	Summer work plans submitted by Chairs to Deans (2a)
June 17, 2024	Summer continuity appointment offers made and Deadline for Tier Adjustment Based on Previous Fall Enrollment (7b and 9avii)
June 24, 2024	Summer continuity appointment offer acceptance due (7c)
June 26, 2024	Deans/Directors forward summer continuity information to Provost (7c)
June 28, 2024	Provost Office provides summer continuity information to Local (8a)
July 1, 2024	Start of summer continuity appointments

**For 2025 and future years**

May 1st	Summer work plans submitted by Chairs to Deans (2a)
May 10 <sup>th</sup> -	Internal Deadline for Deans to approve summer work plans
May 20th	Summer continuity appointment offers made and Deadline for Tier Adjustment Based on Previous Fall Enrollment (7b and 9avii)
May 28th	Summer continuity appointment offer acceptance due (7c)
May 30th	Deans/Directors forward summer continuity information to Provost (7c)
June 7th	Provost Office provides summer continuity information to Local (8a)
July 1st	Start of summer continuity appointments