

Memorandum of Agreement

Between Ramapo College of New Jersey, The Council of New Jersey State College Locals, AFT, AFL-CIO and the Ramapo Federation of Teachers AFT Local 2274 for Performance-Based Promotions Program for AFT Professional Staff

This Memorandum of Agreement (“MOA”) is entered into by and between Ramapo College of New Jersey (hereinafter “Ramapo College” or “College”), the Council of New Jersey State College Locals, AFT, AFL-CIO (hereinafter “the Council”) and the Ramapo Federation of Teachers, AFT Local 2274 (hereinafter “the Union”).

WHEREAS Article XVI, Section D. of the July 1, 2023 – June 30, 2027 Agreement between the Council of New Jersey State College Locals, AFT, AFL-CIO and the state of New Jersey provides for Performance-Based Promotions for professional staff;

NOW, THEREFORE, in order to promote amicable employer-employee relations, Ramapo College, the Council, and the Union hereby agree to the following:

- I. Article XVI, Section D, of the July 1, 2023 – June 30, 2027 Agreement between the Council of New Jersey State College Locals, AFT, AFL-CIO and the State of New Jersey provides for Performance-Based Promotions for full-time 12-month and / or 10-month Professional Staff who meet or exceed the criteria for such promotions which consist of advancement to the next higher title in the employee’s title series. This process is separate and apart from the reclassification procedure set forth in Article XVI, Section F. of the Agreement, and the annual and across the board salary adjustments mandated by Article XXI, Sections A-F and H.

II. Criteria for Performance-Based Promotions

For the five (5)year period immediately preceding the candidate’s application, the candidate must clearly demonstrate and provide evidence of consistent exceptional performance and meritorious service through one (1) or more of the following:

- A. Consistent exceptional performance and meritorious service in support of the achievement of the College’s goals/mission.
- B. Consistent exceptional performance and meritorious service which contributed to building an effective and positive work environment that strengthens teamwork, mentors and supports colleagues, and that achieves a service-oriented approach to the work of the unit.
- C. Consistent exceptional performance and meritorious service in the areas of professional development, meaning professional development which is related to the candidate’s position and is evidence by presentation at conferences and/or service as an officer in a state or national professional organization and/or the initiation of new projects and/or accepting documented voluntary participation in college-wide events, additional responsibility for short-term special projects, and which development also leads to advanced skills and ability and enhances College operations.

- D. Consistent exceptional performance and meritorious service (not necessarily job-related) that contributes to the campus life and/or the community.

III. Number of Opportunities and Guidelines

A. Opportunities

The President shall determine and announce to the College community the number of promotional opportunities for AFT Professional Staff. At least two (2) promotional opportunities shall be made available each fiscal year and shall be subject to budgetary consideration and other limitations as determined by the College President and the College Board of Trustees (BOT).

B. Guidelines

1. The calendar for AFT Performance-Based Promotions shall be developed by the College in consultation with the Union.
2. Promotion effective dates will be July 1st of the year following the College President's recommendations and Board of Trustees' approval.
3. There is no probationary period in the new title.
4. An employee, when advanced from one title to another, shall move up one step in the current range and be placed on the step of the new range that is equal thereto in salary, or if no step is equal in salary, on the next higher step.

IV. Eligibility for Performance-Based Promotions

To be eligible for a promotion, a Professional Staff member shall meet the following requirements:

- A. Be a full-time Professional Staff employee on a multi-year contract as defined in Appendix I, Article I, Section A of the Agreement, and be employed by the College for at least five (5) consecutive years at the time that the award is granted.
A year is defined as 12 consecutive months. For ten (10) month employees five (5) years is defined as sixty (60) consecutive months without a break in service.
- B. Not be a member of the promotions review process.
- C. Not have received a promotion within the last three (3) years.
- D. Be self-nominated or be nominated by a supervisor or colleague who is familiar with the candidate's work.
- E. If not promoted, and the candidate meets the eligibility and promotion criteria, the candidate shall be eligible to apply during the subsequent Professional Staff promotion cycle.

V. Application and Procedures

- A.** An eligible full-time Professional Staff member and / or the employee's non-bargaining unit supervisor may submit an application for promotion in accordance with the following procedures:
- B.** The application shall include:
 - 1. Current job description;
 - 2. A self-assessment statement, no more than three (3) pages, which illustrates how the candidate meets the criteria as described above;
 - 3. Supporting documentation which demonstrates that the employee meets the criteria set forth above;
 - 4. The five (5) most recent performance appraisals from the employee's personnel file, including the last multi-year appraisal;
 - 5. Support letters within the current contract period from members of the community attesting to exceptional and meritorious service, as set forth in the application. The applicant shall submit no more than five (5) letters.
- C.** It is the candidate's responsibility to ensure the completeness of the application. Achievement shall be supported by documentation. It is the candidate's responsibility to ensure that written documentation exists for all claims of accomplishment. Hearsay and undocumented claims of achievement cannot be accepted. The candidate shall not have the right to submit additional information beyond the supervisor's level of review.
- D.** The application shall be submitted to the employee's immediate supervisor who shall review the application to determine whether in their opinion, the employee meets the above criteria.

The supervisor should consult with the candidate and make suggested revisions to the application. However, as noted above, the application shall be the sole responsibility of the candidate.
- E.** The supervisor forwards the application and their recommendation letter to the AFT Professional Staff Promotion Review Committee (hereinafter "the Committee") via the Office of Employee Relations by the prescribed date. A copy of the recommendation shall be forwarded to the candidate and every manager in the chain of supervision, as applicable, up to and including the respective Vice President. If the supervisor's recommendation is negative or conditional, the candidate may submit to the Committee a written response to that recommendation which shall be included in their application package.
- F.** The Committee reviews all applications and forwards a ranked list of all meritorious qualified candidates to the Mission Element Team (formerly known as the Vice President's Council).

- G.** The Mission Element Team (MET), AFT Professional Staff Promotions Review Committee, President's Representative, Chief of Staff, VP People Operations and Employee Resources (POER), Employee Relations (ER), reviews all applications, the recommendation of the supervisor and the Committee and forwards a ranked list of all meritorious qualified candidates to the President.
- H.** The President makes the final decision. The President may consult with the respective Vice President, the Mission Element Team or any others before making a final decision.
- I.** The candidate must receive a copy of any materials that are added to the application packet after it has been submitted to the immediate supervisor.

VI. Routing List

- A.** Applicant
- B.** Supervisor (cc recommendation to VP and every manager in the chain of supervision)
- C.** AFT Professional Staff Promotion Review Committee
- D.** Mission Element Team
- E.** President

VII. AFT Professional Staff Promotion Review Committee

A. Composition

- 1.** The Committee shall be comprised of five (5) voting members consisting of the following:
 - a.** Five (5) AFT Professional Staff members shall be appointed by the AFT. Eligible Committee members must currently serve in a multi-year contract and cannot apply for promotion during this cycle. Names of Committee members will be forwarded to the Office of Employee Relations by the President of the Union on or before December 21st of each year.
 - b.** In addition, there shall be three (3) non-voting representatives: Presidential appointed member, ER representative and an Affirmative Action Representative (appointed by the Office of Equity, Diversity, Inclusion & Compliance (EDIC). Committee membership shall comport with all College Policies including #429 Nepotism, and #458 The Code of Professional Responsibility.
- 2.** Committee members shall serve no more than two (2) consecutive promotion cycles without the possibility of repeating until they have been off the Committee for two (2) promotion cycles.

B. Election of Officers

The Committee, by majority vote, shall elect a Chair and a Vice-Chair.

C. Recording Secretary

The Committee by majority vote shall elect one of its voting members to be its Recording Secretary. The Secretary shall record and produce minutes of the Committee procedures, all procedural questions discussed, and all actions taken.

D. Office of Employee Relations

1. This member shall provide all members of the Committee with a digital copy of the Promotion procedures prior to or at the first meeting of the Committee and shall provide the Committee with the due date for its final report. The Office of Employee Relations representative shall share the candidate files with the Committee members for their review. The Employee Relations representative shall report to the Chair prior to the Committee deliberations (see below) as to whether all members of the Committee have affirmed in writing that they examined all pertinent promotion materials.
2. The Employee Relations representative shall also assist the Committee Chair, Vice-Chair and Recording Secretary with scheduling and Committee correspondence. All communications sent from the administrative representative's office regarding Committee business, including notices of meetings and room scheduling, shall be sent in the name of the Committee Chair and shall be reviewed and approved by the Chair or Vice-Chair prior to forwarding. The Committee Chair shall place all records of Committee deliberations and votes for storage in the care of the Employee Relations representative. These files are confidential and are for Committee use only.

E. Union Representative

The Union Representative shall be a non-voting participant of the Committee and their role will be to monitor the process to see that both the spirit and letter of the contract be respected. If the Union Representative perceives a possible violation of the contract, they should ask the Chair of the Committee to temporarily suspend the proceedings. They should then make clear to the Committee their objections. If mutual agreement cannot be reached because the Committee and the Union Representative disagree as to the perceived infraction, the Union Representative must file a written notice on behalf of the union to the Committee Chair within three (3) days of the perceived infraction.

F. Affirmative Action Representative

The Affirmative Action representative shall be a non-voting participant of the Committee and their role shall be limited to ensuring compliance with all EEO Regulations, Affirmative Action Requirements, and Workplace Compliance as outlined in College Policies and Procedures.

VIII. General Provisions

1. This MOA shall not serve to amend, modify or change the existing terms of the parties' collectively negotiated MASTER agreement.

2. This MOA shall continue in full force and effect through June 30, 2028 and shall automatically be renewed thereafter unless either party provides to the other formal written notice of its desire to modify or amend this agreement by no later than June 1, 2028.

IN WITNESS WHEREOF, Ramapo College of New Jersey, the Council of New Jersey State College Locals and Ramapo Federation of Teachers, AFT Local 2274 having read and understood its terms and having agreed to be bound by the terms set forth above, the parties affix their signatures below on this 21st day of July, 2025.

For Ramapo College of New Jersey:

Michael Middleton

Dr. Michael Middleton
Provost/Vice President for Academic Affairs

Jennifer Hicks McGowan

Jennifer Hicks McGowan
Executive Director of Employee Relations

For the Union:

Edward Shannon

Dr. Edward Shannon
President, Ramapo Federation of Teachers,
AFT 2274

Signature: Edward Shannon

Edward Shannon (Jul 21, 2025 14:44 EDT)

Email: ed.shannon@ramapoافت.org

Signature: Jennifer Hicks McGowan

Jennifer Hicks McGowan (Jul 22, 2025 10:00 EDT)

Email: jhicksmc@ramapo.edu

Signature: Michael Middleton

Email: mmiddle2@ramapo.edu