

**Letter of Agreement #\_\_\_\_\_**

**Procedure for Performance-Based Promotions for Professional Staff**

**Preamble**

Performance-based promotions for professional staff in the AFT bargaining unit are provided for in Article XVI.D of the current Master Agreement between the Council of NJ State College locals, AFT, AFL-CIO and the State of New Jersey. Both parties recognize that performance-based promotions are based on the performance of an individual employee in his/her/their current position and consist of advancement to the next higher title within the series unless otherwise stipulated in section II below.<sup>1</sup> This procedure shall be fairly and equitably applied to all candidates and nominees.

**I. Number of Promotion Opportunities:** The President or his designee shall inform the Professional Staff Committee of the number of available performance –based promotions that may be awarded for the fiscal year. The president/Designee’s announcement shall activate the Performance-Based Promotion and Professional Staff Committee Process. *Please note that all promotions are contingent upon the availability of supportive funds and the needs of the University.*

**II. Eligibility:** To be eligible for a Performance-Based Promotion, a professional staff member must:

1. Be a full-time professional staff employee on a multi-year contract;
2. Be employed at Kean for at least five (5) years;
3. Not have received a Performance-Based Promotion within the last three (3) years;

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<sup>1</sup> Please note that this agreement does not address reclassifications contained in Article XVI.F of the current Master Agreement. A reclassification is a process whereby employees may be moved to a higher job title and salary when their responsibilities in their current position have subsequently changed.

4. Not have received a Reclassification within the last three (3) years; and
5. Meet or exceed the criteria for performance-based promotion as stated below.

If not promoted, and the candidate meets the eligibility and promotion criteria, the candidate shall be eligible to reapply the following year.

In accordance with the Master Agreement, successful promotions shall include a change in the employee's title series except for Professional Service Specialist I, Assistant Director I, and Administrative Assistant I, who shall receive a minimum salary increase of two-ranges in compensation but not a change in title pursuant to Letter of Agreement VI of the Master Agreement.

### **III. Initiating a Performance Based Promotion**

Applications for a performance-based promotion may be made either by application by the individual or nomination by the individual's immediate supervisor.

Any eligible full-time professional staff employee may initiate the process by submitting a complete written application and portfolio electronically sent to Human Resources according to the guidelines below and before the established deadline, setting forth a justification for promotion to the University President or designee thereof. Once HR receives the complete written application and portfolio, HR will confirm receipt and confirm that no additional documents will be added to the applicant's package. If HR adds any additional documents, such documents will only be added with permission of the candidate.

Additionally, the employee's supervisor may nominate an employee and electronically submit their written recommendation directly to HR no later than twenty (20) business days prior to the established deadline at which point the nominee has up to ten (10) business days to accept or decline and, if they accept, they may electronically submit a complete application to Human Resources within the prescribed deadline.

#### **IV. Criteria**

Candidates for a performance-based promotion, or supervisors making a nomination for such a promotion, must present documented evidence that the employee has achieved a consistent record over time that meets, or exceeds, the following established criteria:

**A. Performance:** Documentation must include supervisory evaluations and other evidence that illustrate the candidate has performed assigned responsibilities in an exemplary manner. This may include evidence of competencies beyond those required for full execution of the candidate's position description. Supervisory evaluations must be dated within the last five years and attest to the applicant's performance. Other evidence that illustrates the candidate has performed assigned responsibilities in an exemplary manner must be dated within the last [five] (5) years and attest to the applicant's performance.

**B. Professional Achievement:** The candidate must provide evidence of measurable accomplishments/outcomes of a specific nature related to the individual's responsibilities in his/her work unit in support of the achievement of the overall goals of the University.

Examples of measurable accomplishments or outcomes include but are not limited to: awards or commendations; election, or appointment, to a professional organization board or committee related to the candidate's scope of responsibilities; expanded certifications or credentials that enhance a candidate's work performance; a record of presentation at professional conferences where university authorization and financial support are provided; publication in a professional journal, or completion of professional research where university authorization and financial support are provided.

**C. Professional Leadership and Service:** The candidate must demonstrate significant contributions to building an effective work environment that strengthens teamwork, mentors, and supports colleagues, and achieves a service-oriented approach to the work of the unit. The candidate must provide evidence of service outside of the candidate's position responsibilities, which measurably benefit the University, the surrounding community, or the candidate's profession.

## **V. Composition of Performance-Based Promotion Files (PBPFs):**

Candidates must prepare a PBPF which, minimally, will include an application and the items listed below (“hereinafter PBPF”). No items shall be placed in the candidate’s file without first having been reviewed and approved by the candidate. It is the candidate’s responsibility to ensure the completeness of the application and to ensure that written documentation exists for all claims of accomplishments.

The Candidate shall submit the application and items in the form of one final submission to HR on the agreed upon deadline. HR will assign an email address for the final submission.

- Application
- Service History Record
- Executive Summary
- Resume
- Self-Evaluation
- Performance Evaluation
- Support Letters
- Additional Items
- Certification

In order to request copies of the candidate’s service record and performance evaluation, the candidate should email HR thirty days (30) prior to the submission deadline. HR shall send the candidate a copy of the foregoing items within ten (10) days of their request.

The following section provides a detailed summary of each item listed:

**A. Service History Record:** This section should provide an official job description that is provided by the immediate supervisor or a designee in HR.

**B. Executive Summary:** The Executive Summary is a one (1)-page document that should summarize all components of the application together in a concise, informative statement.

**C. Resume:** A current or updated resume should briefly summarize a candidate’s work history and relevant accomplishments. The resume should include a complete history of service and positions held within Kean University.

#### **D. Self-Evaluation:**

A self-assessment statement, of no more than three (3) pages, which contains a brief description of the major emphases of the position and illustrates how the candidate meets the foregoing criteria for promotion (See Section IV. Criteria). The applicant should include specific examples and any objective documentation supporting their application. Moreover, the applicant should provide details as to why their department could benefit from any additional work responsibilities the promotion may entail or why their work is of exceptional quality and merits promotion. Any appendices are not counted toward the page limit. The Self Evaluation is placed in the file by the candidate.

**E. Performance Evaluations:** The candidate shall submit up to two (2) of the most recent performance evaluations from supervisors that demonstrate a consistent record over time. These prior evaluations must be dated within the last five years and attest to the applicant's achievements, as set forth in the criteria above.

**F. Support Letters:** The University recognizes the value of peer input for promotional considerations and, therefore, the applicant may include, as a part of their promotion packet, two (2) recommendations from peers and/or others from the campus community who are familiar with their work. These must be dated within the last year and attest to the applicant's achievements, as set forth in the criteria above. A maximum of two (2) support letters will be solicited and submitted by the candidate.

**G. Certification:** The candidate shall provide a written statement certifying that the candidate is eligible for a performance-based promotion pursuant to Section II of this agreement. The statement should also certify that the PBPF contains the required documents and is ready to be reviewed.

#### **VI. General Principles for Evaluators of Candidates:**

**A. Confidentiality:** All Reviewers shall hold confidential all matters pertaining to the candidate review process, including, in the case of committees, the names of the candidates; the materials contained in the PBPFs; the nature of the discussion; and the number of the positive and/or negative votes. Reviewers will be given

access to the results of each of the subsequent levels of review at the conclusion of the cycle and are expected to keep such information confidential.

**B. Access to Files:** All applications and relevant documents should be submitted to the reviewer in electronic format.

**C. Recommendations:** At each stage of the review process below, reviewers shall make his/her/their recommendation in a letter that explains his/her/their reasons to the candidate and send the letter to the candidate via email.

## **VII. Process for Performance-Based Promotion:**

The University will consult with the Kean Federation of Teachers prior to publishing the calendar and shall then follow the timelines in the calendar for Professional Staff Performance-Based Promotions. Specifically, the calendar for professional staff promotions will be constructed to allow for consideration at one (1) Board of Trustees' meeting per year. Recommendations for Professional Staff promotions will be reviewed in the December board meeting. Candidates and Evaluators must complete the following steps:

**A. Submission of the PBPF:** The candidate will submit his/her/their PBPF by the established deadline. It is the candidate's responsibility to ensure the completeness of the file and to ensure that written documentation exists for all claims of accomplishments. No items shall be placed in the candidate's file without first having been reviewed and approved by the candidate.

**B. Review of the PBPF:** As indicated in Section V. subsection A. above, reviewers will be given access to the results of each of the subsequent levels of review at the conclusion of the cycle.

i) The candidate's immediate supervisor shall then review the PBPF to determine whether, in their opinion, the employee meets the above criteria. This opinion is non-binding and only serves as a guide to the Professional Staff Peer Review Committee. The supervisor forwards the PBPF and his/her/their recommendation to the Committee. A copy of the recommendation shall be provided to the candidate and HR.

ii) A Professional Staff Peer Review Committee shall meet to review the merits of each PBPF and recommendation from the supervisor. Recommendations,

stemming from a simple majority vote by members of the committee, shall be submitted to the Managerial Review Committee. The committee shall include as part of its recommendation a written statement as to how the candidate's performance meets each of the criteria for promotion along with the final vote count of the committee. Committee members shall vote by secret ballot, they must not abstain from voting, the ballot can only have a yes/no option, and the number of votes cast must equal the number of voters. See Section IX below that addresses recusals. The Committee shall forward the PBPF, recommendation and final vote count to the next step indicated in subsection iii. A copy of the vote and recommendation shall be provided to the candidate.

iii) The Professional Staff Peer Review Committee will present its recommendations to the Managerial Review Committee and explain their recommendations.

iv) The Managerial Review Committee will then review each PBPF and make recommendations to the President or designee.

v) The President or designated Senior Vice President shall review each completed PBPF and the recommendations to determine if a promotion is warranted. In the event that a professional staff member is denied a performance-based promotion, the President or the President's designee shall provide written reasons based on the established criteria for decision. The President's decision in this matter is final. If a promotion and change in title, if applicable, is approved, the effective date will be January 1 for those promotions approved at the December BOT meeting.<sup>2</sup>

**VIII. Candidate's Rights:** The candidate shall have the opportunity to submit a written response to the assessment and recommendation issued at each stage in the process noted in the section above. The candidate's written response should be electronically submitted to HR within five (5) working days of receipt of the assessment and recommendation. If received within the specified timeline, HR shall send the candidate's response to the next-level reviewer. The next-level reviewer must consider the candidate's written response. The written response shall become a part of the candidate's PBPF packet. Unless the candidate submits a

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<sup>2</sup> Due to timing of this agreement and its execution, the University and KFT agree to draft a temporary calendar for 2023.

written request to their supervisor to withdraw the application, the application shall continue through the entire process to the presidential level.

Nothing herein is grievable except that applicants may initiate a grievance at Step One concerning their application based on an allegation that, after a timely filing of their application, the promotional procedure was violated or that there was a breach of the rights of the applicant as set forth in Article II of the Master Agreement. Such a claim, if sustained, will result in the reprocessing of the application on an expedited basis.

Claims of procedural violation must be reported to the President and counsel for Kean University within twenty-one (21) calendar days from the date on which the alleged violation (s) took place or twenty-one (21) calendar days from the date on which the applicant should have reasonably known of its occurrence. In the event of failure to report the alleged violation within such twenty-one (21) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

**IX. Professional Staff Peer Review Committee Composition:**

- A.** The Professional Staff Peer Review Committee shall consist of five (5) professional staff members who are on multi-year contracts.
  
- B.** Nominations and elections for this committee shall be conducted by the Faculty Senate in its annual spring elections. Only members of the professional staff are eligible to vote for this committee.
  
- C.** There shall be no more than one (1) member from any department or office. There shall be no more than two (2) members from any one institutional division. If two or more are elected from any one department/office and three or more from any one division, then the next highest vote getter(s) outside of the department/office or division will be named the winner(s) of the election. If there are no other candidates available from the election, then any resulting vacancies will be filled by appointment by the KFT President as per existing procedures.

- D.** Committee members shall serve for two (2) years except the first year of the committee's existence, when two (2) members shall be selected by lottery to serve a one-year term and three (3) members shall be selected by lottery to serve two-year terms, to stagger appointments and preserve committee continuity. Terms begin on July 1 after the spring elections.
  - E.** Committee members shall not apply for a performance-based promotion while they are serving on the committee. A committee member who resigns part way through a term shall be prohibited from applying for a period of time equal to the remainder of the term.
  - F.** Committee members are eligible for election for up to two (2) consecutive terms and may run for additional terms after a break of at least one (1) term. Only professional staff employees who are unit members of the Kean Federation of Teachers shall be eligible to run for or serve on the committee.
  - G.** Representatives of this Committee must recuse themselves from voting if a conflict of interest arises.
- X.** The Managerial Review Committee shall consist of five (5) individuals:
- The five (5) positions are specified as follows:
- A.** One (1) dean appointed by the President;
  - B.** One (1) Senior Vice President or other designee appointed by the President;
  - C.** One (1) member representing Enrollment Management, Planning, Student Affairs or Student Success & Retention;
  - D.** One (1) member representing Administration & Finance ; and
  - E.** One (1) member representing Academic Affairs.
  - F.** Representatives of this Committee must recuse themselves from voting if a conflict of interest arises.

**Term**

This Agreement shall remain in full force and effect from this date until June 30, 2024, unless modified by changes in the Master Agreement or unless a new LOA replaces this one. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify, or amend this Agreement. Said notice shall be given to the other party in writing no later than 30 days prior to June 30, 2024, or 30 days prior to June 30 of any succeeding year for which this Agreement is automatically renewed.

IN WITNESS THEREOF, the University and the Kean Federation of Teachers have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For: Kean University

For: The Kean Federation of Teachers

Zahire D. Estrella-Chambers  
Zahire D. Estrella-Chambers (Apr 18, 2023 10:33 EDT)

Frank Argote-Freyre  
Frank Argote-Freyre (Apr 17, 2023 10:25 EDT)

Date: April 18, 2023

Date: April 17, 2023

# Memorandum of Agreement Procedure for Performance-Based Promotions -- approved by KFT -- 04 16 2023

Final Audit Report

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