

Letter of Agreement Number 139

The Kean Federation of Teachers (KFT) and Kean University have reached an agreement regarding Online Course Development as follows:

1. KFT members (Course Developer) will receive \$4,875 for Course development with payment upon completion of the development.
2. Kean University owns the course.
3. Course developers covered under this agreement will have the opportunity to teach the course the first time it is taught and will be compensated an additional 1 credit for the first time teaching.
4. When an online development opportunity exists, the Department Chair or Program Coordinators from the appropriate area will recommend faculty to perform the online development to management. Management will consider the recommendation but reserves the right to select the developer of its choice to include a non-Kean Faculty member. Selection of an online developer, either Kean Faculty or an outside contractor, shall ultimately be at the discretion and operational judgment of the Online Director and shall not be grievable. In the event any faculty feels that he or she is being treated in an inequitable manner, the employee may bring the matter to the attention of the President or his/her designee who either in person or through a designee will conduct a prompt administrative review. The determination of the administrative review shall not be subject to the grievance procedure.
5. This agreement shall be in effect for a period of one year from the date of execution. It shall expire at that time and shall not continue without the agreement of both parties.
6. This agreement may be opted out of by either party for any reason with ten (10) days notice. Any courses being developed would continue but no new courses would be developed after the ten day period. At the end of this agreement or upon the opting out of either party, the position of the parties will revert to the status quo and Kean University will utilize non-Kean Faculty to develop online courses.
7. This agreement shall not be deemed as a waiver of the rights of the KFT, Council of New Jersey State College Locals, the State of New Jersey or Kean University to assert any position whatsoever regarding the development of online courses as it relates to bargaining unit work, nor shall this agreement constitute a precedent and shall not be introduced or relied upon in any proceeding as evidence that such work is or is not exclusive to the unit. This agreement shall not be use in any other matters and/or disputes between the parties, except to the extent necessary to enforce the provisions of this Agreement.

8. This agreement does not modify the parties Collective Negotiations Agreement regarding the development of online courses.

Kean University



Kenneth C. Green

Chief Labor Counsel

9/24/15

Date

Kean Federation of Teachers



Patrick McManimon

KFT Negotiation Chair

9/23/15

Date