

**KEAN COLLEGE OF NEW JERSEY
LETTER OF AGREEMENT # 96
(REPLACES LETTER OF AGREEMENT #92)**

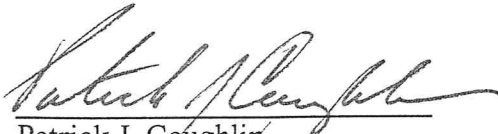
COMPOSITION AND ELECTION OF THE COLLEGE PROMOTION COMMITTEE

It is agreed between the Kean College Administration and the Kean College Federation of Teachers that composition and election of the College Promotion Committee shall be as follows:

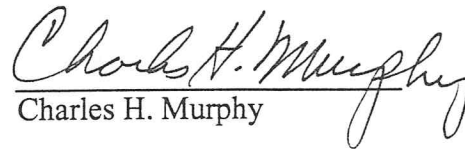
1. The composition of the College Promotion Committee shall consist of twelve elected faculty members, three students, and one non-voting Union observer.
2. The three students will represent the three student governments and will be appointed by their respective organizations.
3. The twelve elected faculty members to the committee shall be distributed as follows: There will be four at large members of the committee, one per school, elected by the entire faculty. There will be eight faculty members, two per school, directly elected by their school.
4. The elected faculty members must be full professors with tenure, no department chairpersons may be elected to the committee.
or serve on
5. The term of office for elected faculty members is two (2) years. 4/16/03
6. No department may have more than one elected member on the committee at any given time.
7. An elected faculty member who has completed a term on the committee cannot run again for a period of time equal to the length of his/her term.
8. When an elected member of the committee completes his/her term, no one else from the same department can be elected to the committee for a one year period - unless there are no qualified candidates from another department in the concerned school.

9. The nomination and election of faculty members to the College Promotion Committee shall be conducted by the Faculty Senate. The Faculty Senate Nominations and Elections Committees shall arrange for a staggering of terms, and shall implement a transition from the current committee structure to that defined in this letter of agreement.

KEAN COLLEGE OF NEW JERSEY


Patrick J. Coughlin
Date: 1/28/97

KEAN COLLEGE FEDERATION
OF TEACHERS


Charles H. Murphy



KEAN FEDERATION OF TEACHERS
An Association of Professors, Professional Staff and Librarians
Local 2187, American Federation of Teachers
Kean University, Union, N.J. 07083
Phone 908 737-3925 Fax 908 737-3929

17 April 2003

To: Kean University Senate

From: Kean Federation of Teachers *PK*

Re: Composition and Election of the University Promotion Committee and College Retention and Tenure Committees

In response to the University Senate's requests for clarification governing the "Composition and Election of the University Promotion Committee" and "The College Retention and Tenure Committees," the Executive Council of the Kean Federation of Teachers clarifies Letters of Agreement 96 & 97:

Composition And Election of College Retention and Tenure Committees (Letter of Agreement 96, # 4):

"The elected faculty members must be full-time faculty members with tenure; no department chairpersons may be elected to *or serve on* the committee."

Composition and Election of the University Promotion Committee (Letter of Agreement 97, # 4):

"The elected faculty members must be full-time faculty members with tenure; no department chairpersons may be elected to *or serve on* the committee."

Clarifying language added to Agreements 96 & 97 is in italics above.

LR#96

STATE OF NEW JERSEY (Kean University))	OER No. 9447
Respondent)	
AND)	SETTLEMENT AGREEMENT
)	
COUNCIL OF NEW JERSEY STATE)	
COLLEGE LOCALS, AFT/AFL-CIO,)	
(Article IX D and XIV C))	
)	
Grievant)	

In full and final settlement of the grievance in the above-captioned matter, the State of New Jersey, Kean University (hereinafter "University") and the Council of New Jersey State College Locals, AFT/AFL-CIO (hereinafter "Union") heroby agree as follows:

1. The parties agree that in accordance with Article IX. D. of the Agreement between the parties dated July 1, 2003 – June 30, 2007 (hereinafter "Agreement") and Letter of Agreement #96, which replaced Letter of Agreement 92, "Composition and Election of the College Promotion Committee", the Union has the right to appoint one employee observer on each college-wide committee of the University.

2. The parties agree that the sole role of the observer shall be to attend meetings of the college-wide committee and to observe that the committee is not committing any procedural violations of the Agreement. If the observer believes that the committee is committing a procedural violation of the Agreement, the observer may comment on the procedural violation, which the committee may take into consideration and either accept the comment and correct the problem or disagree with the comment and continue with its deliberations.

3. The parties agree that the observer shall not participate in the deliberations of the committee nor shall the observer's comments in any way preclude the committee from continuing its deliberations.

4. This Settlement Agreement shall not constitute a precedent and shall not be referred to, offered, or considered as evidence in any proceeding with respect to any other

matter between the parties except to the extent necessary to enforce the provisions of this Settlement Agreement.

5. By entering into this Settlement Agreement, the University is not admitting any liability or any violation of the parties' Agreement or any University rules, regulations or policies.

6 The Union agrees to withdraw the grievance and request for arbitration in this matter with prejudice and further agrees not to pursue this matter in this or any other forum.

7. This Settlement Agreement shall not serve to amend, modify, or change the existing terms of the 2003 - 2007 Agreement nor the successor agreement between the parties.

8 The parties have read and understood the terms of this Settlement Agreement and freely and voluntarily agree to be bound by each term in the Settlement Agreement.

APPROVAL OF SETTLEMENT AGREEMENT

On behalf of the State:

On Behalf of the CNJSCL, AFT/AFL-CIO

Lyonna D. Costello
Office of Employee Relations
Date: 9/4/07

Bernett Murdock
CNJSCL Representative
Date: 8/22/07

[Signature]
Kean University
Date: 8/27/07

[Signature]
Local 2187 Representative
Date: 8-22-07