

KEAN COLLEGE OF NEW JERSEY

UNION, NEW JERSEY

Letter of Agreement #88 - Promotion Process

It is agreed between Kean College and the Kean College Federation of Teachers that when the President of the College decides to make additional faculty promotions based upon a substantive appeal to the President, the following procedures shall be in effect:

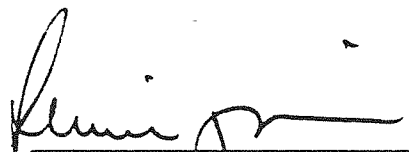
1. Should the President of the College decide to make a recommendation to the Board of Trustees, based upon a substantive appeal by a candidate, which is inconsistent with the recommendation (rank order) of the College Promotion Committee, the President will first meet with the College Promotion Committee. The President will also provide advance notification to the K.C.F.T. of her intention to make additional promotions based upon appeal.
2. The President will, at the meeting with the College Promotion Committee, provide the committee with the name(s) of the candidate(s) she intends to nominate for promotion and the reasons for her recommendation(s). Members of the College Promotion Committee shall have the opportunity at that meeting to discuss the matter with the President and make their views known. The President will, if requested, provide the Committee with additional time to consider the matter and hold a second meeting at a later date for the purpose of further discussion. Such a second meeting would be convened, if requested by members of the committee, between 7 to 14 days after the original meeting.
3. It is understood that the evaluation of candidates for promotion is best accomplished through peer review utilizing established criteria and including supporting data such as student appraisal of teaching effectiveness.
4. It is understood that making additional promotions as the result of a substantive appeal to the President is an exceptional action and the President would first consider the recommendations (rank order) of the College Promotion Committee.
5. Meetings with the College Promotion Committee and notification to candidates of the President's recommendation, including recommendations based on a substantive appeal to the President will occur at least one week before the meeting at which the Board of Trustees or a Committee of the Board would consider the President's recommendation for promotion.

6. Both parties agree that this Letter of Agreement will be in effect for the 1989-90 academic year and subject to review at the end of that year. Both parties can make recommendations for change or agree that this Letter of Agreement will remain in effect unchanged. It is understood by both parties, that absent agreement for the continuation of Letter of Agreement #88, or agreement by both parties on some further modification, the process for substantive appeal to the President will end at the conclusion of the 1989-90 academic year and the substantive appeal to the President would no longer be part of the promotion process.
7. This settlement agreement will become part of the promotion procedures for the 1989-90 academic year and alleged violations can be grieved under Article VII and Article XIV Sections C, D and G of the Agreement.
8. The Union agrees as part of this settlement agreement to the withdrawal of its two grievances and unfair labor practice charges filed based on alleged violations of the college promotion process in academic year 1986-1987 and academic year 1988-1989 and that said grievances and charges will not be reopened.

Kean College of New Jersey

Kean College Federation  
of Teachers

  
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 Charles T. Kimmett

  
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 Lennie C. Pierro

Date: 26 September 1989