



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.

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

**COMPOSITION AND ELECTION OF THE COLLEGE PROMOTION COMMITTEE**

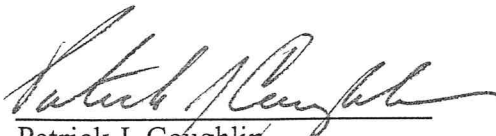
It is agreed between the Kean College Administration and the Kean College Federation of Teachers that composition and election of the College Promotion Committee shall be as follows:

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.
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.

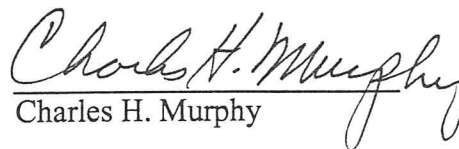
4/16/03

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

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. Castej  
Office of Employee Relations  
Date: 9/4/07

Bernett Muroski  
CNJSCL Representative  
Date: 8/22/07

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

[Signature]  
Local 2187 Representative  
Date: 8.22.07

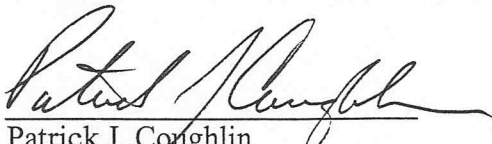
KEAN COLLEGE OF NEW JERSEY  
LETTER OF AGREEMENT # 97

COMPOSITION AND ELECTION OF SCHOOL RETENTION AND  
TENURE COMMITTEES

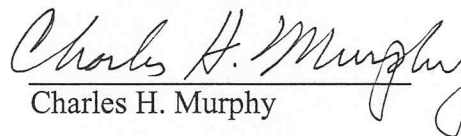
It is agreed between the Kean College Administration and the Kean College Federation of Teachers that composition and election of the School Retention and Tenure Committees shall be as follows:

1. The composition of the Retention and Tenure Committee for each school in the college shall consist of one faculty member from each of the departments within the school, three student representatives, and one non-voting Union observer appointed by the K.C.F.T.
2. The three students will represent the three student governments and will be appointed by their respective organizations.
3. The faculty members to the committee shall be directly elected by the full-time faculty from their school.
4. The elected faculty members must be full-time faculty members with tenure, no department chairpersons may be elected to the committee.  
observe on
5. The term of office for elected faculty members is three (3) years. 4/16/03
6. The nomination and election of faculty members to the School Retention and Tenure Committees shall be conducted by the Faculty Senate.

KEAN COLLEGE OF NEW JERSEY

  
Patrick J. Coughlin  
Date: 2/4/97

KEAN COLLEGE FEDERATION  
OF TEACHERS

  
Charles H. Murphy