

**MOA CONCERNING
LECTURERS
Twelve Months**

In the mutual interest of decreasing dependence on adjunct faculty, the parties hereto agree to the following terms with respect to the "Twelve Month Lecturer" title.

1. Kean University agrees to conduct internal searches to fill Twelve Month Lecturer positions prior to conducting external searches; external searches will be conducted if a qualified candidate cannot be selected through an internal search.
2. Twelve Month Lecturers are not eligible to participate in personnel/peer committees or in "Letter of Agreement" committees.
3. Article XII B.2.a of the Master Agreement shall apply regarding the issue of course preparations.
4. The Twelve Month Lecturer title is a twelve-month appointment from September 1st to August 31st or January 1st to December 31, which requires a thirty-five (35) hour work week. Upon consultation with the Union, an alternate one year period may be specified in Wen Zhou.
5. The basic teaching load will be up to 39 credits per year. They will also be eligible for voluntary overload assignments beyond 39 teaching credit hours at the applicable overload rate which shall be the rate paid to the Instructor title consistent with Article XII(B)(3) of the Master Agreement. Twelve Month Lecturers basic teaching load shall occur between September 1st and August 31st, January 1st to December 31st or at Wen Zhou a one year period specified by the University after consultation with the Union.
6. The Provost or his/her designee, prior to the commencement of each instructional period, will inform the Lecturer of his/her teaching and non- teaching responsibilities in writing. Any grievance filed under this this Article will not be grievable beyond the University level.
7. Non-teaching responsibilities which have been traditionally performed by Lecturers and are reasonable and consistent with sound academic practice shall be continued consistent with previous practice. Disagreements concerning their specific nature shall be resolved by the Local Union and the University. These responsibilities shall be between September 1st and August 31st or January 1st to December 31st or at Wen Zhou a one year period specified by the University after consultation with the Union and shall not be made individually or collectively on an inequitable basis.
8. Lecturers receive the negotiated salary increases and normal increments as set forth in Article XXI A. through D. of the Master Agreement.
9. Twelve Month Lecturer will be placed in the following titles:
 - a. Lecturer II (Range U24, Steps 2-12)
 - b. Lecturer I (Range U25, Steps 2-12)

10. Lecturer II are eligible to apply for promotion to the title Lecturer I. The procedures for this promotional opportunity shall be negotiated locally.

11. Procedures for reapplying for appointment will be as follows:

- a. Prior to its issuance, the notice of the calendar for Lecturers' reapplication for appointment shall be given to the local union president.
- b. Lecturers will be required to reapply for appointment in accordance with the position notification and may supplement their application with the completed evaluation form and/or other material.
- c. If applicable, Executive Directors will make recommendations to their Deans.
- d. Deans will make their recommendation to the Provost.
- e. The Provost will make a recommendation to the President.
- f. If the President accepts the recommendation of the Provost, the President will issue an appointment letter to the Lecturer by May 15 and the appointment will be recommended to the Board of Trustees for approval. The University will make its best effort to notify Lecturers of appointment by May 15. If the Lecturer has not received an appointment letter by May 15, the individual will be considered to have not been appointed. (last sentence will be included in appointment calendar)

12. Prior to its issuance, the notice of the calendar for Lecturers' evaluation process shall be given to the local union president. Lecturers will be subject to the SIR II Evaluation Process. They will be subject to a classroom observation by their immediate supervisor, Executive Director, Associate Dean, Dean or Associate Vice-President of Academic Affairs (this shall only apply to the Wen Zhou campus), whichever is applicable. Prior to the rendering of the Executive Director or Dean's final evaluation, the Executive Director or Dean will consult with the Program Coordinator or Department Chairperson (whichever is applicable) concerning the Lecturer's evaluation. The Executive Director or Dean will meet with the Lecturer to discuss the evaluation in accordance with the evaluation calendar. Upon receipt of the completed evaluation, Lecturers have five (5) days to respond in writing to the Executive Director or Dean, whichever is applicable.

13. Lecturers will initially be hired on a one year contract. They become eligible for a two year contract after their initial first year appointment, based on a recommendation from the Provost/Vice President of Academic Affairs. Once a Lecturer receives a two year contract, he/she can be reduced to a one year contract.

For Lecturers appointed to a two year contract, after the first year, they will be evaluated by their Executive Director or Dean/designee where no Executive Director exists with supervisory review by the Provost or his/her designee. Continued employment for the full term of the two year appointment is conditioned upon the Lecturer receiving a positive recommendation from the Executive Director or Dean/designee where no Executive Director exists. A positive recommendation from Executive Director or Dean/designee where no Executive Director exists will not be overturned by the Provost or his/her designee without just cause.

14. Lecturers are eligible for released time (except for research), career development, tuition waiver, tuition reimbursement and reimbursement for travel on the same basis as all full-time employees.
15. Lecturers are expected to teach and provide service to the University, but are not expected to conduct research as these are non-tenure track positions.
16. Lecturers are eligible for sick leave pursuant to Article XXIV C. through E. of the Master Agreement.
17. Lecturers will receive the same paid holidays as full-time, twelve-month employees. They will earn compensatory time when they work on a paid holiday when classes are in session (such as Election Day and Veteran's Day). They will earn one vacation day for every month of employment, for a total of twelve vacation days earned per year in their first year of a contract and will earn one and one quarter vacation day for every month of employment, for a total of fifteen vacation days earned per year in their second year of a contract.

Vacation time may only be utilized during winter break (unless teaching), spring break and summer (unless teaching). Additionally, vacation time may not be used the week prior to the commencement of the fall semester.

Vacation credit may not be carried over to the next calendar year.
18. Lecturers shall be subject to provisions of Article VII(K).
19. Violations of this Agreement are arbitrable pursuant to Article VII B.I. of the Master Agreement to the extent that the grievance does not challenge managerial rights, including but not limited to the rights to hire/appoint and promote.
20. This Agreement will expire on June 30, 2015.

LAST BEST OFFER MAY 22, 2015