

## **MOA CONCERNING LECTURERS**

### **Ten Months**

In the mutual interest of decreasing dependence on adjunct faculty, the parties hereto agree to the following terms with respect to the "Lecturer" title. Wenzhou-Kean University shall be abbreviated as WKU below.

1. Kean University agrees to conduct internal searches to fill Lecturer and tenure-track faculty positions prior to conducting external searches; external searches will be conducted after the internal posting period ends (14 days). Kean University agrees to notify the AFT Union of all vacancies for full-time Lecturer and tenure-track positions by sending advertisements to the designated Union representative. Advertisements will be distributed by the Union to its members. WKU Lecturers shall be notified of available full-time Lecturer and tenure-track positions at the Kean USA campus following the procedures listed above. Notifications will be sent by Human Resources to the designated Union representative on an on-going basis, as positions are approved and advertised.
2. 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 Lecturer title is a ten-month appointment which may occur between August 1<sup>st</sup> and June 30<sup>th</sup> and requires a thirty-five (35) hour work week. Upon consultation with the Union, an alternate ten month period may be specified in WKU.
5. Lecturers who teach during the Summer II Session will receive the applicable Summer II rate.
6. The basic teaching load will be 30 credits per year regardless of when the Lecturer was originally hired. They will also be eligible for voluntary overload assignments beyond 30 teaching credit hours at the applicable overload rate.
7. The 30 credit requirement for Lecturers who began their employment prior to April 18, 2013 shall commence with the Fall 2018 semester.
8. 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.

Release time for non-teaching assignments within load shall be given on a fair and equitable basis. Any grievance filed under this this Article will not be grievable beyond the University level.

9. 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 performed between August 1st and June 30th and shall not be made individually or collectively on an inequitable basis.
10. Lecturers receive the negotiated salary increases and normal increments set forth in Article XXI A. through D. of the Master Agreement. Lecturers' letter of appointment shall reflect the current salary range and step in effect on the effective date of hire/appointment. Appointment letters shall also state the cost-of-living percentage and effective date of the increase for that academic year if negotiated in the Master Agreement.
11. Deleted.
12. Lecturers will be placed in either of the following titles:
  - a. Lecturer II (Range U21, Steps 2-12)
  - b. Lecturer I (Range U22, Steps 2-12)
13. Lecturer II are eligible to apply for promotion to the title Lecturer I. The procedures for this promotional opportunity shall be negotiated locally.
14. 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 advertisement 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 April 30<sup>th</sup> 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 April 30. If the Lecturer has

not received an appointment letter by April 30, the individual will be considered to have not been appointed. **(last sentence will be included in appointment calendar)**

15. a. 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 or Dean, 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 Directors/Deans 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.
- b. Current Lecturers will be required to apply for appointment in accordance with the "Notification of Available Positions" email sent by Human Resources and may supplement their application with the completed evaluation form and/or other materials. The notification email will be sent by Human Resources to all Lecturers on or before November 15th.
16. 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 cannot be reduced to a one year contract, except for programmatic reasons.
17. 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.
18. 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.
19. Lecturers are eligible for sick leave pursuant to Article XXIV C. through E. of the Master Agreement.
20. Lecturers will receive the same paid holidays as full-time, ten-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 five months of employment, for a total of two vacation days earned per academic year. A maximum of one (1) full year's vacation credit may be carried over to the next calendar year with the approval of the President or his or her designee.

21. Lecturers shall be subject to provisions of Article VII(K).
22. 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.
23. This Agreement will expire on June 30, 2019.

**LAST BEST OFFER FEBRUARY 2, 2017**