

Memorandum of Agreement
on
Limitations on Lecturer (Non-Tenure Track Faculty) Waiver/Retrenchments

In order to promote amicable employer-employee relations, Kean University (the University), the Kean Federation of Teachers, Local 2187 (“the KFT”) and the Council of New Jersey State College Locals, AFT (“the Council”) hereafter, “the parties”, hereby agree as follows:

Whereas, the parties recognize that temporarily waiving the limitations on full-time lecturer hiring and restoring retrenched faculty and professional staff to their positions will promote an atmosphere of academic excellence, greater diversity, and a robust research environment that will serve the students at Kean University, the parties agree to the following terms:

I. Lecturer Limitation Waiver

1. The President of the University shall establish a University wide committee of Deans, University Administrators, Tenured Faculty, and a Union [KFT] observer that will develop a comprehensive Lecturer Recruitment Program. The sole purpose of this program will be to facilitate diversity within the University’s teaching ranks and provide the guidelines for institutional support and success.
2. To assist the University in reaching its goal to build a diverse and inclusive faculty, the Council agrees to waive the thirty-five percent (35%) limitation on NTTP/Lecturer hires contained in Letter of Agreement XIV, paragraph B, of the parties’ Collective Negotiated Agreement.
3. The parties agree that in addition to the seven (7) full-time, twelve (12) month Lecturers that the University hired in the summer of 2020, the University shall be permitted to hire an additional eight (8) full-time, twelve (12) month lecturers for the program.
4. To the greatest extent possible, the additional eight (8) Lecturer hires under the Lecturer Recruitment Program will begin their new positions on September 1, 2021.
5. After successfully completing a two-year probationary period as defined by the program’s mentoring calendar and criteria, Lecturers shall transition to tenure track positions. The University agrees that evaluation materials generated during the Lecturer appointment period shall be included in personnel files as evidence of past performance and future potential in tenure track positions. Thereafter, the employment of the transitioned tenure track candidates shall be governed by N.J.S.A. 18A and the applicable provisions of the parties’ Collective Negotiated Agreement.
6. The University agrees to negotiate with the Kean Federation of Teachers over an agreement to the expired 2015 MOA Concerning Lecturers for all twelve (12) month lecturers that were hired prior to September 1, 2020. Further, the University agrees that a new MOA shall comport with LOA XIV and shall also include:

- a. Multi-year appointments/procedures
- b. Increase salary ranges
- c. Promotion procedures

7. If qualified, nothing herein shall preclude any Lecturer hired prior to September 1, 2020 from applying to transition to a tenure track position under the same conditions as a newly hired lecturer in the Lecturer Recruitment Program.

8. The parties agree to meet during each year of the waiver period to discuss the status of the Lecturer hires, the operational needs of the University and matters deemed relevant to the Lecturer Recruitment Program. The Council and the KFT agree to consider additional waivers to the Lecturer Recruitment Program to promote the goals set forth in Section I. 1.

9. The Council's waiver on NTTP/Lecturer limitations includes AY 2021-2022, AY 2022-2023, AY 2023-2024, AY 2024-2025 and AY 2025-2026 Thereafter, this Memorandum of Agreement shall expire on June 30, 2025. Upon expiration of the Council's waiver, the University agrees to a moratorium on hiring NTTP/Lecturers until such time that the total number of NTTP/Lecturers employed at Kean University is at or below thirty-five percent (35%).

II. Restoration of Retrenched Faculty and Professional Staff

A. Faculty

1. The University agrees to rescind the May 11, 2020 Board of Trustees faculty retrenchments as follows:

a. Music

Fully rescinded: (1) Dr. Thomas Connors (2) Dr. Mathew Halper (3) Dr. Lyn-Ann Schraer Joiner (4) Dr. Mark Terenzi

Terminal Appointment: Dr. Anthony Scelba shall continue in his faculty position until September 2021, so to attain twenty-five (25) years of pensionable service credits. Thereafter, Dr. Scelba agrees to retire. The decision to retire shall be irrevocable.

b. Theater

Fully rescinded: Dr. Rachel Evans

c. Environmental Sustainability Science

Fully rescinded: Dr. Dongyan Mu

d. Economics:

Terminal Appointments: Dr. Marcel Fulop and Dr. Bruce Skoorka shall continue in their faculty positions until May 31, 2021.

Terminal Appointments: Twelve (12) month Lecturers Moschos Scoullis and Nidhi Thakur shall continue employment to the end of their August 31, 2021 contract period.

e. The Council and the KFT agree that terminal appointments cited above are irrevocable and not subject to Article VII of the parties' Collective Negotiated Agreement.

B. Professional Staff

1. The University agrees to rescind the June 2, 2020 and June 4 2020 retrenchments of fourteen professional staff employees in Enrollment Management, Office of the Registrar, Financial Aid, Admissions, Athletics and University Center Administration.

2. The fourteen (14) professional staff shall be restored to their previous or comparable work units for the duration of their current multi-year contracts. Thereafter, they shall be evaluated for reappointment in the normal manner.

III. Considerations

1. In consideration of the waiver on limitations on NTTP/Lecturer hiring as provided above and for the restoration of retrenched faculty and staff, the Kean Federation of Teachers shall accept fifty- percent (50%) of compensation for those faculty who developed an online course for the University for the Fall 2020 semester.

The compensation for developing online curriculum shall be deferred for payment until affected faculty members retire, resign or are otherwise separated from the University, either voluntarily or involuntarily. The University agrees to provide the affected faculty with a deferred compensation statement.¹ Faculty who die in State service shall have the deferred compensation paid to their estates.

2. Upon full execution of this Memorandum of Agreement, the KFT and the Council agree to withdraw the June 25, 2020 faculty retrenchment grievance, the July 9, 2020 and July 15, 2020 (amended) professional staff retrenchment grievance and the demand for negotiations over compensation for Summer 2020 Blackboard training.

III. DISCLAIMERS:

1. This Memorandum of 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 enforce the provisions of this Memorandum of Agreement.

2. This Memorandum of Agreement shall not serve to amend, modify or change the existing terms of parties' Collective Negotiated Agreement.

¹ For reference: LOA #139 provides compensation on a per course basis. The amount per course pursuant to III.1 above is \$2,437.50.

In WITNESS HEREOF, the University, the Kean Federation of Teachers, Local 2187 and the Council of New Jersey State College Locals, AFT, have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For the University:


Kenneth Green (Sep 25, 2020 10:57 EDT)

Date: Sep 25, 2020

For the Kean Federation of Teachers, Local 2187:


Frank Argote-Freyre (Sep 25, 2020 11:28 EDT)

Date: Sep 25, 2020

For the Council of New Jersey State College
Locals, AFT, AFL-CIO:


Debra Lee Davis (Sep 25, 2020 11:48 EDT)

Date: Sep 25, 2020