



KEAN FEDERATION OF TEACHERS

An Association of Professors, Professional Staff and Librarians

Local 2187, American Federation of Teachers

Kean University, Union, N.J. 07083

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Letter of Agreement (LOA) # 156

Compensation for WKU faculty reappointment & tenure peer
review evaluation

Settlement Agreement

THIS SETTLEMENT AGREEMENT is made and entered into, as of the date executed below, by and between 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”).

WHEREAS, on or around October 25, 2019, the Council of New Jersey State College Locals, AFT (“the Council”) filed a grievance against the University; and

WHEREAS, on or around November 19, 2019, the Council appealed the grievance to arbitration. The arbitration was docketed as OER No.14919 (“OER No.14919”); and

WHEREAS, the University, the KFT, and the Council, hereinafter “the parties”, agree that peer evaluation of untenured faculty benefits both faculty and the University for the purpose of providing excellence in the hiring and retention of high quality faculty; and

WHEREAS, on or around, October 16, 2020, the parties, entered into an “Interim Memorandum of Agreement on WKU Faculty Reappointment and Tenure Evaluation” (“LOA 147”) that addressed the immediate operational needs of the University for the Fall 2020 semester. LOA 147 did not settle the outstanding arbitration docketed as OER No.14919. However, the parties agreed to put the arbitration in abeyance during the period of ongoing discussions over the assessment needs of WKU faculty; and

WHEREAS, the parties now wish to come to a final resolution of OER No. 14919 and entering into a settlement agreement that provides for, inter alia, compensation of the ARTP committee members for the additional work underlying the WKU peer reviews.

NOW THEREFORE, the parties voluntarily agree to fully resolve and settle all disputed matters by entering into the following Settlement Agreement which fully disposes of all issues in this controversy between the parties:

1. The parties voluntarily agree to fully resolve and settle all disputed matters by entering into this Settlement Agreement which fully disposes of all issues in OER 14919.
2. Upon full and final execution of this Settlement Agreement, the Council agrees to withdraw the outstanding arbitration docketed as OER No.14919.
3. The parties hereto stipulate that this agreement shall fully dispose of all issues in controversy between them with regard to OER No.14919.
4. The parties agree that existing departmental and school ARTP committees will evaluate the retention portfolios of Wenzhou-Kean (WKU) faculty from their corresponding Kean USA departments.
5. In consideration for the Council agreeing to withdraw OER No.14919, and other consideration provided in this agreement, the University agrees to compensate ARTP committee members for this additional work at the rate of 0.375 credits per WKU faculty retention portfolio.

6. The University agrees that individual members of the ARTP committee may choose to recuse themselves from performing this assessment task.
7. The KFT agrees, and the ARTP committee members acknowledge, that if they choose to recuse themselves from performing assessment of WKU retention portfolios, they shall forgo additional compensation for same.
8. This Settlement Agreement includes all claims made or which could have been brought as grievances under any collective negotiations agreement and/or all claims made or which could have been brought in any other administrative or judicial proceeding with regards to this matter.
9. Nothing in this agreement shall be deemed to be an admission of liability on behalf of either party.
10. 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 herein.
11. This Memorandum of Agreement shall not serve to amend, modify or change the existing terms of parties' Collective Negotiated Agreement.
12. If any provision of this agreement is deemed unenforceable as a matter of law, the remainder of this agreement shall be deemed enforceable.

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 Settlement Agreement and affix their signatures below.

For the University:


Zaira Estrella-Chambers (Sep 22, 2021 12:26 EDT)

Date: Sep 22, 2021

For the KFT:


Frank Argote-Freyre (Sep 22, 2021 15:54 EDT)

Date: Sep 22, 2021

For the Council:


Debra Lee Davis (Sep 22, 2021 16:12 EDT)

Date: Sep 22, 2021












WKU Agreement Update 9.22.2021

Final Audit Report

2021-09-22

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