

INTERIM Memorandum of Agreement
on
WKU Faculty Reappointment and Tenure Evaluation

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:


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, therefore, the parties agree to the following terms:

1. The University and the Union agree that existing departmental and school ARTP committees will evaluate the retention portfolios of Wenzhou-Kean (WKU) faculty from their corresponding Kean USA departments.
2. The University agrees to compensate ARTP committee members for this additional work at the rate of 0.375 credits per WKU faculty retention portfolio. The parties agree that the University shall not expend more than \$85,000 on the WKU reviews.
3. The University agrees that individual members of the ARTP committee may choose to recuse themselves from performing this assessment task.
4. 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.
5. For informational purposes: The University agreed to extend the ARTP Committee’s deadline to complete WKU portfolio reviews to October 16, 2020.
6. The parties acknowledge and agree that this is an interim Memorandum of Agreement that addresses the immediate operational needs of the University for the fall 2020 semester and does not settle the outstanding arbitration docketed as OER#14919. However, the parties agree to put the arbitration in abeyance during the period of ongoing discussions over the assessment needs of WKU faculty, but that the decision to move to arbitration shall be decided by no later than May 31, 2021.
7. This Interim 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.
8. The parties reserve their respective positions concerning the issue in this matter. The University admits no liability in signing this Interim Memorandum of Agreement.
9. This Interim Memorandum of Agreement shall not serve to amend, modify or change the existing terms of parties’ Collective Negotiated Agreement.

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 Interim Memorandum of Agreement and affix their signatures below.

For the University:


Kenneth Green (Oct 16, 2020 09:57 EDT)

Date: Oct 16, 2020

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For the KFT:


Frank Argote-Freyre (Oct 16, 2020 10:57 EDT)

Date: Oct 16, 2020

For the Council:


Debra Lee Davis (Oct 16, 2020 15:15 EDT)

Date: Oct 16, 2020