

KEAN FEDERATION OF TEACHERS

An Association of Professors, Professional Staff and Librarians Local 2187, American Federation of Teachers Kean University, Union, N.J. 07083 Phone 908 737-3925 Fax 908 737-3929

Letter of Agreement (LOA) # 181

Restructuring of the Composition & Election of the University Promotion Committee

LETTER OF AGREEMENT

RESTRUCTURING OF THE COMPOSITION & ELECTION OF THE UNIVERSITY PROMOTION COMMITTEE

In order to promote amicable employer-employee relations, Kean University (the University), and the Kean Federation of Teachers, Local 2187 ("the KFT") hereafter, "the parties", hereby agree that the University Promotion Committee (UPC) shall be restructured and that the composition and election of the Committee shall be modified as follows:

- 1. The composition of the University Promotion Committee shall consist of the following:
 - a) Eight (8) elected faculty members,
 - b) Two (2) non-voting student representatives, and
 - c) One (1) non-voting KFT representative.
- 2. The two students will represent the two student governments and shall be appointed by their respective organizations.
- 3. The KFT representative shall be appointed by the KFT and shall have the same, full committee privileges enjoyed by all other members, but shall be without vote.
- 4. The elected faculty members must be full-time, must be in the rank of Full Professor at the time of their election, and must have tenure at the time of their election.
- 5. The eight elected faculty members shall be distributed as follows:
 - a) Six (6) College-based Positions: There shall be one (1) member per College, who shall each be elected by the faculty of that College. There are currently six (6) Colleges.
 - b) Two (2) At-Large Positions: There shall be two (2) At-Large members who can come from any College and who shall be elected by the entire University-wide faculty.
 - c) No more than two (2) faculty from a given College may serve on the UPC at any given time.
- 6. In the event the top two finishers in an election for the At-Large positions are from the same college, the second-place candidate shall not serve, and the third-place candidate will be declared the winner of the second At-Large position. In the event there are only two candidates in the election, and both are from the same college, the second At-Large position shall be declared vacant and filled via the normal procedure.
- 7. The electorate for the UPC elections shall consist of all full-time, tenured and tenure-track faculty in the ranks of Instructor, Assistant Professor, Associate Professor and

Professor. The above defined electorate shall be University-wide, for At-Large positions, or College-wide, for College-based positions.

- 8. The term of office for elected faculty members is three (3) years.
- 9. Department Chairpersons are eligible to run for and serve on the UPC.
- 10. No department may have more than one voting member, elected or appointed, on the UPC at any given time.
- 11. An elected faculty member who has completed a full or partial term on the committee cannot run again for one (1) year unless there are no qualified candidates from another department in that particular College.
- 12. When an elected member of the UPC completes their full or partial term, no one else from the same department can run for or serve on the UPC for a period of one year unless there are no qualified candidates from another department in that particular College.
- 13. In the event of a conflict between eligibility rules, the rules limiting the number of members from a given College and a given department shall be controlling, with any vacancies that result to be filled by the normal procedure.
- 14. The nomination and election of faculty members to the University Promotion Committee shall be administered by the Faculty Senate. For the first, transition year to the new UPC structure, the guidelines laid out in Appendix A shall be used.
- 15. Should the University's overall College structure change, this Agreement shall be immediately reopened for renegotiation.
- 16. This Agreement shall remain in full force and effect from this date until June 30, 2027, unless modified by changes in the Master Agreement or unless a new LOA replaces this one. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify, or amend this Agreement. Said notice shall be given to the other party in writing no later than 90 days prior to June 30, 2027, or 90 days prior to June 30 of any succeeding year for which this Agreement is automatically renewed.
- 17. This Letter of Agreement shall not serve to amend, modify, or change the existing terms of the parties' Master Agreement.

In WITNESS HEREOF, the University and the Kean Federation of Teachers, Local 2187 have acknowledged their understanding of this Letter of Agreement and affix their signatures below.

For the University:

Zahire D. Estrella-Chambers
Zahire D. Estrella-Chambers

Date: 01/06/2025

For the KFT:

Brid Nicholson (Jan 6, 2025 13:13 EST)

Catherine Brid Nicholson

Date: 01/06/2025

APPENDIX A

RULES FOR TRANSITION TO THE NEW UPC STRUCTURE

The following will be the schedule for the election of University Promotion Committee members moving forward:

- 1) In the Spring 2025 election and every three (3) years thereafter, the following positions will be up for election:
 - a) At-Large #1
 - b) At-Large # 2
- 2) In the Spring 2026 election and every three (3) years thereafter, the following positions will be up for election:
 - a) College of Education
 - b) College of Liberal Arts
 - c) College of Science, Mathematics, & Technology
- 3) In the Spring 2027 election and every three (3) years thereafter, the following positions will be up for election:
 - a) College of Business, & Public Management
 - b) College of Health Professions & Human Services
 - c) Michael Graves College
- 4) Therefore, for the transition from the old structure to the new structure, the following current members, representing the following Colleges, will see their existing terms extended as follows:
 - a) CBPM Representative term extended from 2 to 3 years ending May 2027
 - b) CHPHS Representative term extended from 2 to 3 years ending May 2027
 - c) MGC Representative term extended from 2 to 3 years ending May 2027
 - d) COE Representative term extended 1 year ending May 2026
 - e) CLA Representative term extended 1 year ending May 2026