



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) # 178

Procedure for Conversion of Lecturers
from 12-month to 10-month Positions

LETTER OF AGREEMENT # _____

**CONVERSION OF LECTURERS TO 10-MONTH EMPLOYEES OR 12-MONTH
EMPLOYEES**

In order to promote amicable employer-employee relations, Kean University (the University), and the Kean Federation of Teachers, Local 2187 (“the KFT”), hereinafter “the parties”, hereby agree as follows:

I. PURPOSE and CONDITIONS

1. The purpose of this Letter of Agreement is to establish the procedures by which lecturers may voluntarily apply to convert to 10-month lecturers or 12-month lecturers.
2. A 10-month position commences September 1 and concludes by June 30. The desire of both parties to negotiate this procedure was set forth in the broader lecturers’ agreement signed on November 14, 2023.
3. The conversion process shall be implemented by September 1, 2024, and will be part of an annual process.
4. It is understood that conversion does not change or impact a lecturer’s seniority, including in the lecturer’s reappointments through the multi-year contract progression and including progression to the rank of Senior Lecturer. Lecturers in the middle of a 2-year contract are allowed to apply for conversion. If granted conversion, the lecturer shall proceed as scheduled into the second year of their contract without any change in their multi-year contract.

II. PROCESS

1. The University will develop an application form setting forth the information desired to properly consider the conversion of a 12-month lecturer to a 10-month lecturer or from a 10-month lecturer to a 12-month lecturer. The form will include details including, but not limited to, the length of service of the lecturer, the academic department, and whether the applicant was originally hired as a 10-month lecturer.
2. It is understood that the conversion process addressed in this agreement is a voluntary process initiated by the lecturer. The application form and deadline for applying for conversion will be developed in collaboration with the Kean Federation of Teachers and will be attached as an Appendix to this agreement.
3. The approved conversions will be effective every year at the start of the academic year.

4. The University, in collaboration with the Kean Federation of Teachers, will develop an annual calendar including a set of deadlines to be met for proper consideration of lecturer conversions. This calendar will coincide with the typical Lecturer reappointment calendar each year. The application calendar for Lecturers wishing to apply for conversion effective in Academic Year 2024-2025 will be modified in order to meet the deadline in Section I.3.
5. The University shall transmit to the Kean Federation of Teachers a list of all applicants for conversion and a list of the University's decision to approve or deny conversion no later than thirty (30) business days following the respective procedural deadlines.
6. The University maintains managerial prerogative throughout this process. Any applicant who is not approved for conversion shall receive written reasons for the denial.
7. With regards to adjusted pay for a lecturer converting from a 12-month to a 10-month position, the guidelines set forth in the State-Union Agreement, Article XXII.D shall govern. Alleged violations of this paragraph shall be subject to the filing of a grievance pursuant to Article VII.B.1 to binding arbitration.
8. The University's determination regarding a member's application shall not be subject to the grievance process.
9. Lecturers who were originally hired into 10-month positions and then mandatorily converted to 12-month positions shall be given preference in the conversion. If multiple such lecturers apply, then preference shall be given to the most senior of those lecturers.
10. Lecturers that are converted from 12-month lecturers to 10-month lecturers shall not teach summer sessions without permission from their department Chair and Dean.
11. The Deans shall make reasonable efforts to approve vacation time prior to September 1 for lecturers that are converted from 12-month lecturers to 10-month lecturers. In the event that requests for vacation time are not approved by the Deans, lecturers will be compensated for unused vacation time. All requests for paid time off shall be made in writing to the Chair and Dean.

III. Disclaimers

1. This Letter of Agreement shall go into effect upon full execution of the parties.
2. 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 the other party in writing no later than 30 days prior to June 30, 2026, or 30 days prior to June 30 of any succeeding year for which this Agreement is automatically renewed.

3. This Letter of Agreement shall not serve to amend, modify, or change the existing terms of the State-Union Collectively Negotiated 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:

For the KFT:

Zahire Estrella-Chambers

Zahire D. Estrella-Chambers

Date:

Frank Argote-Freyre

Frank Argote-Freyre

Date: MAY 14, 2024