

THE KFT VOICE

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Kean Federation of Teachers - An Association of Professors, Professional Staff and Librarians - Kean University, Union, NJ 07083

February 2013

Our Master Contract Protects You and Your Students

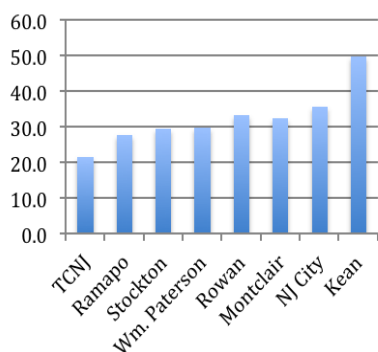
by James A. Castiglione, KFT President

The course cancellation chaos of this January — the latest self-inflicted crisis brought upon by the Farahi administration — helped to illustrate how our Master Contract serves as a bulwark to protect our students and educational quality.

One of the hallmarks of the “corporate model” in academia is the belittling of students to ‘consumers’ of a ‘product’ rather than as invaluable citizens whose education is an important public policy goal in the interests of the state and the nation. Once students are thought of as consumers, the focus of the university shifts from providing a public good to maximizing profit. And the default corporate formula for maximizing profit is to provide the least product for the maximum price.

Students Paying More and Getting Less

Student /FT Faculty
Ratio in Fall 2012



Regrettably, we see how the Board has supported this dynamic at Kean under the Farahi administration. Tuition and fees continue to increase in tandem with our sister institutions, yet the ‘product’ that we provide is increasingly compromised. For example, between 2004 and 2012, tuition and fees at Kean increased from \$7141 to \$10,601, a nearly 50% increase.

But in exchange for the extra money, students are not being provided 50% more actual full-time, tenured and tenure-track faculty in the classroom. In fact, they are being provided 25% fewer such faculty. Over that same period, the ratio of students to full-time, tenured and tenure-track faculty has gone from 35:1 to over 50:1 in Fall 2012. A comparison with our sister institutions shows that we are by far the worst in our sector. Clearly, the increased income at Kean has not gone into the classroom or to the benefit of our students.

Because the criterion for cancellation was low enrollment, many courses critical for students such as

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Let's Find the Good and Praise It¹

by Linda Bradbury, KFT Vice President/Professional Staff Committee Chair

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Despite our having re-negotiated a local agreement twice since the inception of performance-based promotions, none have been given at Kean University in the past 10 years. Pursuant to the re-negotiated Letter of Agreement #128, in August 2012, President Farahi was asked directly by the KFT in a Leadership Forum meeting if any such promotions would be given in the 2012-2013 academic year and, if so, when applications for the promotion would be announced. We asserted that almost all our sister institutions have given at least two to as many as 8 per year since they were first implemented in 2002. As a result, we proposed

that the number of 8-9 performance-based promotions be approved for this academic year. The President's response at that time was that “it would be looked into.”

Since that time, no announcement for the promotions has been made.

Local KFT Negotiations Chair and Vice-President Charlie Kelly and Vice-Chair Tim Sensor have repeatedly raised this issue at meetings with the Administration. Most recently, the Administration suggested that instead of performance-based promotions, Professional Staff should apply for reclassification.

Reclassification, however, is very different from performance-based promotion. Reclassification occurs

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Our Master Contract Protects You and Your Students

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specialized classes that are offered infrequently, have a single section, or are required for graduation were put on the chopping block, endangering students' ability to graduate on time—all contrary to the University's espoused priority of facilitating graduation rates.

Whom Do the Course Cancellations Serve?

It is easy to see why the Farahi administration has fixated on course cancellation as an administratively convenient method of making up for lost revenue from a decline in enrollments. While our Union is acutely aware of financial constraints, it expects more responsible and more long term management policy. By taking advantage of faculty and staff expertise to direct resources where they do the most good for the most students, we could meet the non-academic needs of the campus while maintaining or even advancing the quality education in the classroom. ***It is time for the Board***

to stop sacrificing educational outcomes to maintain profits without doing the hard work of reducing administrative bloat, reducing debt and reassessing non-academic spending.

Our Master Contract Protects Sound Academic Practice

Fortunately, a great many of those cancelled courses were ultimately reinstated through pressure led by our Union and exerted by members of the community at all levels: students, faculty and staff, program coordinators and chairs, and even outraged academic administrators. This cancellation fiasco helped to highlight the important role our Contract plays in protecting our professionalism, the interests of our students and the educational quality of the institution.

Three-course prep maximum: Our Master Contract forbids the administration from creating teaching assignments for faculty with more than three course preparations except under unusual circumstances. The Administration cannot create a crisis through massive course cancellation and then claim it has no choice but to start mandating teaching assignments with four or more course preps. By capping our 4-course teaching load at 3 preps, our contract not only ensures that faculty have the time necessary to devote to scholarly and service activities, but that they also have enough time to properly serve the students they do have.

Alternate assignments: Due to course cancellations and other factors, some full-time faculty may find that they do not end up with a full

teaching schedule for a given semester, perhaps teaching 9 credits instead of 12 credits. Under these circumstances, the Administration may opt to make an "alternate faculty assignment within load" to make up the difference with perhaps 3 credits of administrative work. In these cases, our Master Contract calls for the Administration to consult with the Union to ensure equity. In general, our Union advises faculty to be proactive in talking with your coordinators, chairpersons, executive directors and deans in identifying possible alternate assignments should it become necessary. This way, faculty can line up an assignment that most suits their interests and skills or most benefits our students rather than being randomly assigned some activity.

Policy violations are grievable: It is well understood that violations of contractual language are grievable. What many members may not know, is that the grievance process ALSO applies to violations of university policy as well. For instance,

because course caps are set through the curriculum process, any move by the Administration to arbitrarily change these caps would be subject to rafts of grievances. It is obvious – except perhaps to corporate-style administrators – how increased class size can degrade the academic experience due to the additional workload associated with it. The extended grievance process represents yet another way that our Master Contract empowers us to protect the integrity of the classroom and the quality of the education that we provide our students.

Faculty, professional staff and librarians are committed to our students and the academic integrity and professionalism necessary to support them. The priorities of the membership set the priorities of our leadership team. It is up to all of us to stay vigilant to violations of our Contract if it is to retain its ability to support and defend our commitment to our students and quality education. ♦



A little Labor Humor

**Your predecessor
was great at threats
and bravado...but
what a disappointment
he was to us for
actually reaching an
agreement with the
union.**



Partial Justice on Pro Staff Layoffs

by Jacqueline Keil, Grievance Chair

Our Master Contract: Saving Jobs

After the Farahi administration announced layoffs of 12 of our Professional Staff members two years ago, the KFT consulted legal counsel and filed a grievance alleging two violations of our Contract. On the first violation--that there was no financial crisis and the layoffs were not justified--we did not prevail. On the second--that the seniority rules were not followed for four Professional Staff--we prevailed on two of the cases. In fact, the arbitrator ruled not only that the administration had **violated** seniority rules, but that **these two members were entitled to back pay and that the university had to re-hire them.** One of the members had since retired and took the back pay while remaining in retirement. The other was still unemployed – not unusual in this economy – and returned to work in her old office at Kean University in mid-January. **We heartily welcome you back Sharon Foushee!**

KFT members should contemplate the consequence of these layoffs if we had no Union and no enforceable Contract. For these two members, our Contract gave life-altering support. Can our Contract protect us from all of the unjust and unprofessional behaviors of the Farahi administration? Unfortunately, no. But imagine what life would be like at Kean without the protections of our Master Contract and our local and statewide Union.

Our Contract also stipulates that laid-off personnel are to be placed on a recall list and given priority in hiring for vacant positions for which they are qualified. One laid-off member found through her research that multiple jobs for which she was qualified were never offered to her or even brought to her attention. When confronted, the University claimed those positions were only open to internal candi-

dates. Our Union filed a grievance, now moving to arbitration, alleging violations of the recall clause in the Contract. If any member knows of other laid-off members who have had similar problems with the Administration, please have them contact our Union immediately.

Is silence an ethical substitute for due process?

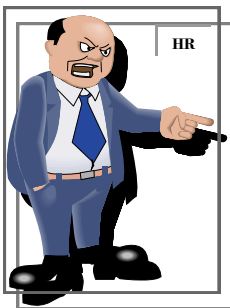
A number of our untenured faculty received notification about their non-reappointments in the aftermath of Super Storm Sandy. When I called VPAA Dr. Toney's office to request an extension for the appeal process, including leaving my personal cell phone number, I did not receive a response. This appears to be a frequent stance of the administration: to deal with matters that are of the utmost importance to both the professional and personal lives of the people they serve with unprofessional and callous disregard. Of the 6 faculty members who were recommended for non-reappointment, only 2 were reinstated. It is inconceivable that the Board of a World Class institution would not have a policy that supports tenure track faculty with demonstrable records of achievement.

Are "student perceptions" a valid criterion² for the reappointment and tenuring of faculty?

The Administration has also been unresponsive about SIR II. After conversations with various faculty members, I have learned that SIR II "evaluations" are being used in tenure and reappointment decisions. I, and the State Council, have repeatedly asked to meet with VPAA Dr. Toney's office to discuss how SIR IIs are being used. The response has been, you guessed it, no response. This lack of professionalism and ethical obligation has been beyond frustrating and destructive to our collegial environment.

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A little Labor Humor



You are an abysmal failure.
What do you have to say about
losing that grievance?

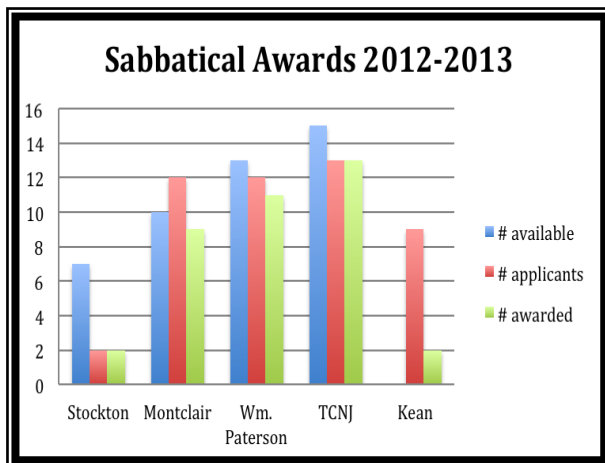


Umm.....We were in violation of the
Contract?

Bah * % # Humbug!

by Charles Kelly Negotiations Chair

Your local negotiations team met four times during the fall semester and twice for State Council negotiations of the lecturer's position. At our last lecturer negotiations session in December, the Kean Administration team abruptly walked out of the meeting after pounding the table and delivering a tirade of profanities. Apparently, they did not like the Union's characterization of Kean's regressive proposals regarding the rehiring of lecturers as straight out of Dickens', "A Christmas Carol." Yet, they audaciously proposed to rehire lecturers each year with a greater workload and possibly a lower salary!



Despite the melodramatic climax to the lecturer negotiations, KFT achieved some progress at local negotiations in the fall. The KFT successfully negotiated procedures for a spring semester allocation of half-year sabbaticals. Unfortunately, the Administration refused to

announce the number of sabbaticals in advance of applications and only two were ultimately granted. Not only was the number low, but a comparison with our sister institutions shows that a far lower percentage of applicants received sabbaticals at Kean. Of course, this outcome contradicts the espoused policy of supporting the professional development of faculty. The KFT is currently researching Kean's refusal to announce the number of awardable sabbaticals as a basis for another Unfair Labor Practice charge.

The KFT also signed letters of agreement changing calendars of personnel procedures to give faculty more time to apply for promotion and sabbaticals due to delays resulting from Hurricane Sandy. It also agreed to a modification of the academic calendar for AY 2013-2014 to shorten the spring semester by lengthening class time by a few minutes and restored our holiday for Columbus Day in the fall semester.

Little or no progress, however, has been made regarding Performance-Based Promotions, Hiring Procedures for Kean Wenzhou's faculty, Resources for Publishing in Peer Reviewed Journals, The Three Course Teaching Load, Academic Integrity Policy/Procedures, and Assessment Coordinator and Academic Program Coordinator Compensation.

The Administration refuses to revisit their use of the SIR II evaluation in the retention and tenure of faculty. At Kean's Second Annual Assessment Institute, Dr. Maki, the keynote speaker, explicitly stated that student perceptions are insufficient for assessment, yet the focus of SIR II evaluations is student perceptions. The ETS website affirms that: "The SIR II™ Student Instructional Report is a course evaluation survey that quickly and objectively captures students' perceptions of their higher education learning experience." ♦

Let's Find the Good and Praise It¹

Cont. from page 1

when the Administration agrees that Professional Staff are completing enough work to indicate that they are working out of title; the Administration then changes their title and, subsequently, either increases or decreases their salary.

By contrast, a performance-based promotion recognizes and rewards excellence of work over a period of years within one's current title and provides an increase in salary. It is how the State agreed to offer incentive for Professional Staff who do not have a career ladder as do Faculty and Librarians. Upon our explaining repeatedly how the state-mandated performance-based promotions work, the Administration agreed that they would confer with the President. And so, we once again await President Farahi's unjustly delayed acknowledgment that hard working, deserving Professional Staff will be rewarded with promotion. ♦

¹Title based on the words of Alex Haley, author of "Roots."

Compensation Procedures for Kean Wenzhou Faculty - LOA #129



LETTER OF AGREEMENT #129

The Kean Federation of Teachers and the Kean University Administration have reached an agreement, regarding Kean University Faculty who will be teaching in Wenzhou, China. It has been determined that Faculty members who agree to teach in China will be committed to do so for a duration of at least one academic year. The following would be in effect.

1. The University will pay for two (2) round trips per person during the assignment, for stints of up to three (3) consecutive semesters, including the winter or summer sessions. Faculty members will be reimbursed a maximum amount of up to \$3,000/round trip (departing from the employee's home location, arriving in Wenzhou and returning back to the employee's home location) towards an economy fare.
2. Housing (or subsidies of equivalent value for those wishing to arrange their own housing) will be provided for the duration of their stay.
3. Faculty members teaching in Wenzhou, China will be Kean University employees and therefore entitled to all benefits based on the contractual agreement and local letters of agreement.
4. Any release time awarded would be for the usual purposes such as research, administrative or academic service while in China.
5. This program will be July 1, 2012 through June 30, 2014.
6. Any time the University requires a Faculty member to travel to Wenzhou, China before September 1st his/her salary will be prorated based on an annual 10-month salary. However, Faculty members who accept the university's invitation to report voluntarily to Wenzhou, China on a specific day prior to September 1st for the purposes of orientation, professional development, or related settlement activities will be paid \$1000 per week.

This agreement will expire June 30, 2014.

Kean University

Phil Connelly

Date

Kean Federation of Teachers

Charles Kelly

Date

KFT Meetings and Events

KFT SPRING CALENDAR 2013

GENERAL MEMBERSHIP MEETINGS

FEBRUARY
Thursday 7th
3:15pm - 4:30pm

MARCH
Thursday 7th
3:15pm - 4:30pm

APRIL
Thursday 11th
3:15pm - 4:30pm

EXECUTIVE COUNCIL MEETINGS

JANUARY
Monday 14th 12:00pm - 2:00pm CAS 205
Thursday 31st 3:15 pm - 4:30pm CAS 205

FEBRUARY
Thursday 14th 3:15pm - 4:30pm CAS 205
Thursday 28th 3:15pm - 4:30pm CAS 205

MARCH
Thursday 28th 3:15pm - 4:30pm CAS 205

APRIL
Thursday 18th 3:15pm - 4:30pm CAS 308

MAY
Thursday 9th 3:15pm - 4:30pm CAS 205

January							February							March							April							
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26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31



Spring Recess March 11th - 17th - March 18th Classes Resume
KFT Spring Party - Monday - April 29th - Downs Hall - 3:30pm to 6:00pm
KFT 2012-2013 Scholarship Reception Wednesday - May 1st - Kean Hall 127
Term Ends May 14th - Graduate Commencement May 15th - Undergraduate Commencement May 16th

KFT Elected Officers and Staff



KEAN FEDERATION OF TEACHERS LOCAL 2187 - EXECUTIVE COUNCIL DIRECTORY 2012-2013 Hutchinson Hall - 201G | 908-737-3925 | kftoffice@kft2187.org | www.kft2187.org

PRESIDENT



Professor James Castiglione
Chemistry/Physics,
Ext. 73584

VICE PRESIDENTS



Linda Bradbury
EOC/EOF Passport, SSP
Professional Staff, Ext. 75376



Professor Jacqueline Keil
Political Science,
Ext. 73987



Professor Charles Kelly
Political Science,
Ext. 73992

SECRETARY



Eleanor McKnight
Library Services,
Librarian, Ext. 74621

TREASURER



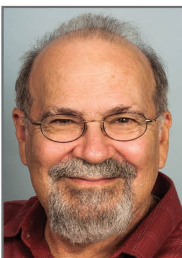
Professor Jon Erickson
Public Administration,
Ext. 74310

OFFICE MANAGER



Norma W. Hall-McFadden
Ext. 73925

MEMBERS AT LARGE



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English,
Ext. 70386



Professor Matthew Halper
Music,
Ext. 74337



Professor Richard Katz
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Professor Susan MacLaury
Phys Ed/Rec/Health,
Ext. 73826



Professor Patrick F. McManimon, Jr.
Criminal Justice,
Ext. 74309



Professor Tony Velez
Fine Arts,
Ext. 74409

KEAN FEDERATION OF TEACHERS - SCHOLARSHIP COMPETITION

The KFT has run an annual scholarship competition for many years. This is a living example of our values and our commitment to our students.

The scholarship competition challenges students to assess the value of collective action and social activism found in unionism and the function unions serve in our society.

There are three categories the students have the option to select from for their essay:

- A) An essay on a specific union.
- B) The role of unionism in their field of study.
- C) An essay on the activism inherent in unionism.

Should you have any questions about the scholarship program, please feel free to contact Ms. Lindy Foreman, scholarship chair on 908 737-3468.

We are looking forward to recognizing the scholarship winners and celebrating their achievements at the reception to be held in their honor.

Please encourage your students to meet the challenge. See the flyer to the right for information. ♦

Partial Justice on Pro Staff Layoffs

Cont. from page 3

Why is there a breach of past policy regarding overloads for Program Coordinators?

The KFT has learned that there are directives from the Deans telling Program Coordinators they cannot have 18 credits. This is an arbitrary revision of past practice without a well-articulated academic rationale. If you are a program coordinator and have been denied overload, please contact the KFT immediately.

It is important to be active in your union and not take the benefits of organized labor for granted! Only by speaking out and finding answers can you preserve the justice you have earned!

²See additional comments by C. Kelly in his article, "Bah*%# Humbug," which verify that ETS defines the SIR II instrument as an objective measure of student perceptions.

Send to:

Kean Federation of Teachers

2012 - 2013

Scholarship Competition



Up to eight awards will be granted in the following categories:

Full-time undergraduates (freshman, sophomore, junior, senior)	\$1200
Part-time undergraduates (freshman, sophomore, junior, senior)	\$ 600
Full-time Graduate students (masters' program or post baccalaureate)	\$1500
Part-time Graduate student (masters' program or post baccalaureate)	\$ 750

Monies will be allocated at the discretion of the KFT Scholarship Committee
Ms. Lindy Foreman, 2012-2013 KFT Scholarship Committee Chair

Applications are available now at:

KFT website: www.kft2187.org

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Financial Aid Office - Administration Building - 1st Flr

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One-Stop Service Center - CAS - 1st Flr

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KFT Office - Hutchinson Hall - J201G

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Graduate Student Services - East Campus - 218A

Application deadline is February 20, 2013



Kean Federation of Teachers

An Association of Professors, Professional Staff and Librarians
Local 2187, AFT, AFL-CIO

Hutchinson Hall 201G - Kean University - Union, NJ 07083-0411

Telephone: (908) 737-3925 Email: kftoffice@kft2187.org

Website: www.kft2187.org

KFT OFFICERS

PRESIDENT: James A. Castiglione, *Chemistry & Physics*

VICE PRESIDENTS: Linda Bradbury, *EOC*

Charles Kelly, *Political Science*

Jacqui Keil, *Political Science*

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KFT VOICE STAFF

EDITOR: A. Bryan Lees, *Chemistry & Physics*

DESIGN & LAYOUT: Norma W. Hall McFadden, *KFT Office Manager*