President’s Letter
Challenges and Victories
by Jeffrey Baker

Intense heat followed by heavy rains and floods have made this a challenging summer. But as academics, we should be able to discuss more than the weather, so let’s move on to other challenges and some victories.

The first of the bad news is the ruling by the U.S. Supreme court in Janus v. AFSCME that public employee unions do not have the right to deduct agency (fair share) fees from non-members even though the unions negotiate employee unions are inevitably political in nature because they advocate for what amounts to public policy and this forces fee payers to support financially positions with which they may not agree philosophically.

This was anticipated and many public unions, including NYSUT which represents SUNY, CUNY and many community college faculty and staff in New York, had already initiated re-commitment campaigns to strengthen the resolve of members to carry on. While this ruling does not affect collective bargaining units in non-public institutions, such as most of the AAUP-CBC units in New York, it may be only a matter of time because many higher education institutions seem no longer to value their faculty, there have been difficulties in contract negotiations around the state.

At Herkimer County Community College, where adjunct faculty had voted to form a union with SEIU, contract negotiations have dragged on and class assignments have been delayed to the point where faculty are concerned about not having enough time to prepare. At my own institution, Monroe Community College, faculty voted 16-to-1 to unionize.

The vote came after a record-setting four months of bargaining and just seven months after non-tenure track faculty voted overwhelmingly to ratify their first collective bargaining agreement with the Fordham administration.

Fordham’s new three-year contract secures wage increases that rank among the highest ever won in a first contract by the more than 50,000 non-tenure track faculty affiliated with SEIU. For most adjunct faculty, pay will rise between 67% to 90%, with a majority of adjuncts receiving between $7,000 to $8,000 per course by the third year of the contract, depending on how long they have taught at Fordham.
On August 8, the AAUP’s Committee A on Academic Freedom and Tenure released the following statement calling on public universities to stop requiring students and others to pledge that they do not now, nor will they in the future, endorse a specific, specific political movement known as boycott, divestment, and sanctions (BDS) with regard to Israel. According to the National Coalition Against Censorship, at least seventeen states have passed legislation imposing punitive measures against supporters of boycott, divestment, and sanctions (BDS) with regard to Israel.

As a result, some public universities in those states have begun to require that external speakers invited to campus and others who contract with these universities, such as external reviewers of tenure and promotion materials, sign a statement pledging that they do not now, nor will they in the future, endorse BDS.

The American Association of University Professors does not endorse BDS. We take no position on the Israeli-Palestinian conflict nor on calls for divestment or economic sanctions.

But we oppose all academic boycotts, including an academic boycott of Israel, on the grounds that such boycotts

---

The AAUP joined with the American Council on Education and thirty-five other higher education associations in filing an amicus brief in federal court opposing a challenge to race-based admissions at Harvard University. The brief argues that “a diverse student body is essential to educational objectives of colleges and universities, and that each institution should be able to exercise its academic judgment to determine within broad limits the diversity that will advance its own particular missions.”

The case, Students for Fair Admissions, Inc. v. Harvard, was filed in August 2011. The lower court ruled in favor of Harvard, but an appeal could still be made. As with the last two contract negotiations, the discussions ended in an impasse and we will be working without a contract as many issues remain unresolved.

The agreement provides that the bargaining unit will consist of all full-time and part-time faculty. The contract runs from September 1, 2018, to August 31, 2021.

The agreement includes provisions for merit pay increases for full-time faculty, a new compensation structure for part-time faculty, and a new health and welfare plan. It also includes provisions for the resolution of disputes and for the protection of free speech and academic freedom.

The AAUP supports affirmative action because it is essential to educational objectives of colleges and universities, and that each institution should be able to exercise its academic judgment to determine within broad limits the diversity that will advance its own particular missions.

The case, Students for Fair Admissions, Inc. v. Harvard, was filed in August 2011. The lower court ruled in favor of Harvard, but an appeal could still be made. As with the last two contract negotiations, the discussions ended in an impasse and we will be working without a contract as many issues remain unresolved.

The agreement provides that the bargaining unit will consist of all full-time and part-time faculty. The contract runs from September 1, 2018, to August 31, 2021.

The agreement includes provisions for merit pay increases for full-time faculty, a new compensation structure for part-time faculty, and a new health and welfare plan. It also includes provisions for the resolution of disputes and for the protection of free speech and academic freedom.

The AAUP supports affirmative action because it is essential to educational objectives of colleges and universities, and that each institution should be able to exercise its academic judgment to determine within broad limits the diversity that will advance its own particular missions.

The case, Students for Fair Admissions, Inc. v. Harvard, was filed in August 2011. The lower court ruled in favor of Harvard, but an appeal could still be made. As with the last two contract negotiations, the discussions ended in an impasse and we will be working without a contract as many issues remain unresolved.

The agreement provides that the bargaining unit will consist of all full-time and part-time faculty. The contract runs from September 1, 2018, to August 31, 2021.

The agreement includes provisions for merit pay increases for full-time faculty, a new compensation structure for part-time faculty, and a new health and welfare plan. It also includes provisions for the resolution of disputes and for the protection of free speech and academic freedom.

The AAUP supports affirmative action because it is essential to educational objectives of colleges and universities, and that each institution should be able to exercise its academic judgment to determine within broad limits the diversity that will advance its own particular missions.

The case, Students for Fair Admissions, Inc. v. Harvard, was filed in August 2011. The lower court ruled in favor of Harvard, but an appeal could still be made. As with the last two contract negotiations, the discussions ended in an impasse and we will be working without a contract as many issues remain unresolved.

The agreement provides that the bargaining unit will consist of all full-time and part-time faculty. The contract runs from September 1, 2018, to August 31, 2021.

The agreement includes provisions for merit pay increases for full-time faculty, a new compensation structure for part-time faculty, and a new health and welfare plan. It also includes provisions for the resolution of disputes and for the protection of free speech and academic freedom.

The AAUP supports affirmative action because it is essential to educational objectives of colleges and universities, and that each institution should be able to exercise its academic judgment to determine within broad limits the diversity that will advance its own particular missions.

The case, Students for Fair Admissions, Inc. v. Harvard, was filed in August 2011. The lower court ruled in favor of Harvard, but an appeal could still be made. As with the last two contract negotiations, the discussions ended in an impasse and we will be working without a contract as many issues remain unresolved.

The agreement provides that the bargaining unit will consist of all full-time and part-time faculty. The contract runs from September 1, 2018, to August 31, 2021.

The agreement includes provisions for merit pay increases for full-time faculty, a new compensation structure for part-time faculty, and a new health and welfare plan. It also includes provisions for the resolution of disputes and for the protection of free speech and academic freedom.

The AAUP supports affirmative action because it is essential to educational objectives of colleges and universities, and that each institution should be able to exercise its academic judgment to determine within broad limits the diversity that will advance its own particular missions.

The case, Students for Fair Admissions, Inc. v. Harvard, was filed in August 2011. The lower court ruled in favor of Harvard, but an appeal could still be made. As with the last two contract negotiations, the discussions ended in an impasse and we will be working without a contract as many issues remain unresolved.

The agreement provides that the bargaining unit will consist of all full-time and part-time faculty. The contract runs from September 1, 2018, to August 31, 2021.

The agreement includes provisions for merit pay increases for full-time faculty, a new compensation structure for part-time faculty, and a new health and welfare plan. It also includes provisions for the resolution of disputes and for the protection of free speech and academic freedom.
AAUP Supports Affirmative Action

continued from page 2

As early as 1978, the AAUP filed an amicus brief in Regents of the University of California v. Bakke to protect the primacy of the faculty role in developing educationally appropriate admissions criteria.

In 1997, the Association's annual meeting expressed “its continuing concern over the reduction or elimination of affirmative action programs that have important educational benefits for all students.”

The case is scheduled to begin in mid-October.

Fordham Adjuncts Ratify First Contract

continued from page 4

City Mayor Bill de Blasio, New York State Senator George Latimer, and Senator Bernie Sanders of Vermont.

Eligible faculty then voted 16 to 1 to join SEIU Local 200United.

It’s unacceptable that SCU’s Board of Trustees won’t follow the example set by one of its own members, the president of Fordham University.”

The contract ratification at Fordham marks the eighth contract reached by SEIU Local 200United since the launch of the Faculty Forward organizing effort in 2014 and is the first in the New York City area.

Last month, adjunct faculty at Nazareth College in the greater Rochester Area voted 3-to-1 to join SEIU Local 200United.

Nationally, more than 54,000 contingent faculty and graduate workers on more than 60 campuses have joined SEIU, including over 3,000 who have joined SEIU Local 200United since 2014.

SEIU’S national higher education campaign, Faculty Forward, is working to raise standards in higher education by unionizing faculty across the country.

New York State Conference AAUP Fall 2018 Meeting

Friday, November 2 and Saturday, November 3

Executive Director’s Report

continued from page 7

by Sally Dear-Healey

All ONE Faculty – Reclaiming Our Power

Given all that is happening in academia today and the recent Janus decision, now is the time when all faculty need to organize together to support academic freedom and integrity as well as unions everywhere.

That being said, plans are well underway for the NYS AAUP Fall Conference Meeting at Dutchess Community College in Poughkeepsie, to be held Friday, November 2nd and Saturday, November 3rd.

The theme of the gathering is “All ONE Faculty – Reclaiming Our Power.” This focused and hands-on educational training is an event you will not want to miss, whether you have an existing chapter (CBC and Advocacy) or are thinking about starting one!

The Conference business meeting will be held from 12:00pm to 5:30pm on Friday. Friday night there will be an optional dinner at the Mill House Brewing Company. The Saturday program, which will run from 9:00am-3:00pm, will feature two remarkable speakers and two trend-setting workshops – Don Eron and David Kocienga. The cost of registration for Saturday is $10.00 and includes lunch. Dinner on Friday night is $50.00 per person. Advance registration for the conference and Friday night dinner is required.

The link to register can be found on the NYSCAAUP website: http://nysaaup.org. Here is some information on our invited speakers:

A long-time contingent faculty activist, Don Eron is a retired instructor of writing and rhetoric at the University of Colorado, Boulder, a past member of the AAUP Committee A on Academic Freedom and Tenure, and Vice President for Administration of the Colorado Conference.

He has published numerous reports and essays addressing academic freedom and AAUP policy, most recently “An Evolution of Principled Futility: The AAUP and Original Sin” (AAUP Journal of Academic Freedom, volume eight). Don was also a co-recipient of the 2012 William Tacey Award from the AAUP Assembly of State Conferences. With Suzanne Hudson, he founded the Instructor Tenure Project at the University of Colorado - the first comprehensive tenure plan for contingent faculty at a major research institution.

Don’s presentation at the fall meeting will be much like the one he did at Summer Institute this year, entitled “Defending Adjuncts.” Here is some information on a short background on the AAUP and discussing Academic Freedom and its application to adjuncts.

Don will conduct a hands-on training on writing letters on behalf of AAUP chapters or conferences that defend the rights of part-time faculty who are facing discipline or termination, or whose academic freedom is otherwise threatened. This information will also be applicable to tenure-track faculty who find themselves in similar situations.

One of Don’s strengths is to “read institutional policies,” so attendees are encouraged to look at their own
The Purdue Global Nondisclosure Agreement Runs Roughshod Over Faculty Rights

called Purdue Global’s NDA “breathtakingly inappropriate in higher education,” adding, “I’ve never seen anything like it.” Purdue Global’s NDA stated that any work product, including all course materials “or other intellectual property, is commissioned and owned by Purdue Global as a work-for-hire and may not be used, duplicated or distributed outside of Purdue Global.”

The NDA was attacked by Purdue faculty leaders, the leadership of the AAUP Indiana Conference, and Henry Reichman, the chair of the AAUP’s Committee on Academic Freedom and Tenure, who observed that the NDA would have a deeply chilling effect on all Purdue Global faculty.

“We will not tolerate attempts to halt academic freedom by use of NDAs,” said Reichman. “In fact, the packet handed out to new hirees states that the NDA is a condition of employment. If that is true, then its content would also have to be controlled and/or approved by the institution’s administration.”

In response to Purdue Global’s reversal, the AAUP and the Indiana Conference issued the following joint statement on September 6, 2018:

“The announcement today by Purdue Global that it will immediately stop requiring faculty to sign a nondisclosure agreement as a condition of employment is a huge victory. It not only removes a threat to the academic freedom of those currently employed by Purdue Global, but may serve as a bulwark against the use of these agreements by other academic institutions.

Purdue Global’s announcement comes in response to a public outcry that followed upon the AAUP’s exposure of its use of NDAs. The victory demonstrates that when faculty join together they have a powerful voice to protect academic freedom, shared governance, and higher education for the common good.

While we are pleased with Purdue Global’s reversal on this issue, its announcement does not make clear whether previously signed agreements are still in effect. Therefore, we are calling on Purdue Global to immediately rescind any existing NDAs with faculty. Beyond this, many concerns about its practices remain, including an overreliance on contingent labor, lack of shared governance procedures, and overall lack of protections for academic freedom.

Moreover, Purdue Global has not yet announced an end to another shameful practice, the use of forced arbitration agreements for students. Today is a step in the right direction, and we hope that Purdue Global will continue to make more positive changes in response to the concerns that we and others have raised as it transitions from being a for-profit institution to one that benefits the public.

The NDA was attacked by Purdue faculty leaders, the leadership of the AAUP Indiana Conference, and Henry Reichman, the chair of the AAUP’s Committee on Academic Freedom and Tenure, who observed that the NDA would have a deeply chilling effect on all Purdue Global faculty.

“We will not tolerate attempts to halt academic freedom by use of NDAs,” said Reichman. “In fact, the packet handed out to new hirees states that the NDA is a condition of employment. If that is true, then its content would also have to be controlled and/or approved by the institution’s administration.”

In response to Purdue Global’s reversal, the AAUP and the Indiana Conference issued the following joint statement on September 6, 2018:

“The announcement today by Purdue Global that it will immediately stop requiring faculty to sign a nondisclosure agreement as a condition of employment is a huge victory. It not only removes a threat to the academic freedom of those currently employed by Purdue Global, but may serve as a bulwark against the use of these agreements by other academic institutions.

Purdue Global’s announcement comes in response to a public outcry that followed upon the AAUP’s exposure of its use of NDAs. The victory demonstrates that when faculty join together they have a powerful voice to protect academic freedom, shared governance, and higher education for the common good.

While we are pleased with Purdue Global’s reversal on this issue, its announcement does not make clear whether previously signed agreements are still in effect. Therefore, we are calling on Purdue Global to immediately rescind any existing NDAs with faculty. Beyond this, many concerns about its practices remain, including an overreliance on contingent labor, lack of shared governance procedures, and overall lack of protections for academic freedom.

Moreover, Purdue Global has not yet announced an end to another shameful practice, the use of forced arbitration agreements for students. Today is a step in the right direction, and we hope that Purdue Global will continue to make more positive changes in response to the concerns that we and others have raised as it transitions from being a for-profit institution to one that benefits the public.

The contract sets a new minimum annual salary of $64,000 by the third year of the contract for full-time, non-tenure-track faculty with full course loads, an increase of roughly $14,000 for some of the lowest paid full-timers at Fordham.

The contract also contains important new job security and professional development provisions, including longer-term appointment and just cause protections, professional development funds totaling $50,000, and two fully-paid professional development semester leaves for full-time members.

Ashar Foley, a Fordham University Lecturer in Communication and Media Studies and member of the union negotiating committee, said, “I’m so happy to have helped bring this change in our working conditions.

“Not only does it benefit us and our students, but it also makes a strong case for unionization to faculty at other Jesuit institutions, and to all other institutions of higher learning in the New York City area. By unionizing, we play our part in the Jesuit University mission of alleviating poverty, promoting justice, and protecting human rights.”

Diane George, a Fordham University Adjunct in Sociology & Anthropology and a member of the union negotiating committee, added, “We’re thrilled to be getting significant pay increases and job security in our first contract.

While there are still substantial issues to be addressed, particularly for adjunct faculty, the contract represents a major step towards transforming the exploitative system of contingent employment that is destroying higher education in this country.

The contract ratification stands in stark contrast to the response of other institutions to calls for change from faculty and graduate workers.

While the path to unionization at Fordham has been contentious at times, the university ultimately opted to work with faculty through the traditional National Labor Relations Board process.

Last year, SEIU Local 200United struck a landmark neutrality agreement with Fordham University after an outpouring of support from students, tenure-track faculty, alumni, and various elected officials, including New York