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# OCEAN COUNTY COLLEGE ADJUNCT ASSOCIATION.

## NEWSLETTER

Preparing Students for Tomorrow Since 1982  
SUPPORTING ACADEMIC EXCELLENCE IN OCEAN COUNTY

Issue 57

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### HOLY MACKEREL!!! SOMETHING'S FISHY!

Last month, we reported that Jon Larson reneged on the agreement we had reached with the administration for a new contract. In a text message sent to Association officers, he claimed the college couldn't afford it. Now we why.



In March, 2011, the debacle began when Larson recommended, and the OCC Board of Trustees approved, a contract with Pearson e-learning.com for a license for the college's distance learning program. That's when the die was cast.

Shortly after the contract was awarded, Larson touted Pearson (in a Pearson p.r.) as "the only company that

could provide the services the college wanted in an e-learning environment." Of course, since the college apparently never sought proposals or bids from other companies, Larson's unqualified endorsement of Pearson is questionable, at best. So far, we have been unable to obtain information from Sara Winchester, the newly crowned *Executive V.P. of Finance and Administration* and the college's OPRA Custodian of Records, as to just how this contract came about: Did Larson and company approach Pearson or did Pearson come to Larson? What was proposed? What negotiations were there?

You see, this is the most egregious monument to the financial mismanagement of the college imaginable. It is predicated on the concept that the college pays

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### SARA WINCHESTER'S RESPONSE TO GRC COMPLAINTS: "DUH"

Last month, we told you we had filed Government Records Council complaints against the college and Sara Winchester, OCC's newly crowned Executive VP, Finance and Administra-

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### JON LARSON'S SPENDING

As compensation goes, Jon Larson does pretty well. In June, 2012, the Board of Trustees gave him a new 5-year contract (retroactive to 2011) that includes a salary of at least \$250,000/year, \$1,250/month for the upkeep of his \$400,000 Toms River home, 1,500/month for life insurance (in addition to the amount under his State pension plan), health insurance, \$25,000/year for a retirement annuity (in addition to his State pension), and a automobile, which includes maintenance, insurance, registration and operating expenses, including ezipass. He also has an American Express card on which he is presumably supposed to charge business related expenses. If that is what he had done over the course of his tenure at OCC, we probably wouldn't complain.

Unfortunately, Larson's apparent abuse of the

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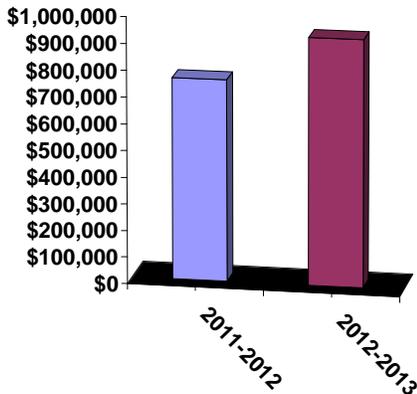
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Pearson a part of the tuition received from students who take distance learning classes. In the two years since they signed the contract, that payment has exceeded \$1.6 million and Pearson does nothing to earn a single penny of that money.

Revenue Sharing Payments to Pearson 2011-2013  
\$1,646,484



Well, that's not exactly true. The Larson administration gave Pearson the right to telemarket, text, and email potential "leads" (students) given to them by the college (which raises a question about exactly how Pearson gets those cell phone numbers and email addresses) as though the college is aluminum siding or a Sloman's security system. The college also gives Pearson access to enrollment data as well as some personal information (attendance, behavior) about students so that the company can plug the info into a computer data analysis program and determine which students are "at risk". Then Pearson is allowed to use "automated calling" to try to get those students not to withdraw from class.

We wonder how long after Pearson submits its bills each semester, they stop worrying about those "at-risk" students.

We also wonder how parents and students are going to react when they realize that the Larson administration is allowing them to be treated as some kind of "as seen on TV product" and allows an outside contractor access to their personal information.

We wonder how OCC students will feel when they know that, based on this horrendous contract, 10% of their per credit tuition went to Pearson during the Fall Semester, 2011 and 13% of that per credit tuition was paid to Pearson beginning in Spring, 2012.

Would parents and students care that the Larson administration amended the Pearson contract in June, 2012, giving Pearson 43% of the dl per credit tuition for all students enrolled in dl classes only? Or that that percentage has grown to 54% this semester? Or that in only two years, assuming tuition stays relatively stable, it will jump to an astonishing 76.9% of tuition paid by Ocean County residents taking dl classes only? It doesn't matter if the students have dropped the course and even gotten a refund of part of that tuition; Pearson got its payment and the college has never sought or received any credit.

Now, the Association has no idea whether it is legal for a government agency, which OCC is, to pay a contractor when there are no services provided by that contractor; but we intend to find out.

Now let's turn to the other contracts the Larson administration has signed with Pearson beginning with ExamGuard. Pearson's payment for this one is also based on use, i.e., the more faculty who make their students use the online program, the more the Larson administration "sells you" on forcing students to use it, the more money Pearson earns. What an awful concept.

Then, there is Smartthinking, the Pearson tutoring program. The college has contracted with Pearson for their employees (or subcontractors) to tutor our students who just don't understand their OCC Professors. So far, the college has paid more than \$40,000 @\$20/hour for online tutoring from these people and, here's the kicker, there is no documentation whatsoever to back up the charges Pearson has submitted.

Finally, there is the Pearson "marketing" contract which was signed in 2012 at a cost of \$500,000 for one year and extended in July for another 3 months at an additional \$125,000. For that amount of money, it is reasonable to believe that Pearson would produce some really great results for there online marketing campaign. WRONG! While the college has failed to produce any records indicating exactly what, during the last year and a half, whatever campaign Pearson has run has resulted in approximately 64,000 "click" through to the college website and only 593 requests for information, a ratio of 1.28%. That is an abysmal statistic by any standard.

Its time for the Larson administration to own up to this unmitigated disaster and end it!

“perks” he has received as President of OCC cannot go unreported. It’s not that Larson’s questionable charges are huge. In fact, they are miniscule compared with the wholesale robbery committed by former the Brookdale President who is now residing in jail. That is just the point though: Why would someone earning the kind of money Larson does charge the most insignificant expenses to Ocean County residents and students whose taxes and tuition pay them?

Let’s begin with the car that Larson was given under his newest contract. “The President shall have exclusive use and possession of the vehicle during the term of this Agreement,” the contract states. In other words, while Larson can use the car, it is owned by the college. To the best of our knowledge, no government owned vehicle can be used for personal business, even if the employee is allowed to take it home. Nevertheless, it appears, from credit card statements the Association has obtained, that *Larson drove the car to Keene, New Hampshire, where he just happens to have a vacation house*. Not only is that a distance of more than 600 miles roundtrip, but Larson *charged the gas and the tolls to the college credit card and had to have the car repaired while on vacation at least once* – and he made the trip, at taxpayer expense, *more than once*.

If that was all the credit card bills told us about how Larson uses county property for his own personal comfort, we might be willing to excuse his conduct. Unfortunately, the trips to New Hampshire are apparently the tip of the iceberg. However, between 2005 and 2012, there are so many other charges that appear to be questionable:

For example, Larson apparently loves *Mallory’s Marvelous Muffins in Basking Ridge*. He’s made so many purchases of their products it’s hard to count. Each has been charged to the college credit card. He also seems to gravitate to *Basil T’s in Toms River* for lunches and dinners, but has also charged meals at the *Silverton Diner*, the *Office*, the *Outback* in Brick, the *Rainbow Diner*, the *Lobster Shanty*, *Villa Victoria*, and the *Inn at Sea Oaks*. He’s *charged golf outings* at Eagleswood in Lakewood and Sea Oaks in Tuckerton. *He’s even used the college credit card at WaWa*. These were, for the most part, small \$30-50 charges, but they add up. Then, there are the larger ones, like *the meal at Martell’s that cost*

*\$361; the dimer at Treehugger Farms in N.H. for \$177; the one at the Mandarin Oriental in Miami for \$636; and at Bobby Van’s in New Orleans for \$675*. The list goes on and on.

Then there are the charges for a *Sirius radio subscription*. The Association doesn’t claim that Larson shouldn’t enjoy what he listens to on the radio; but why should Ocean County taxpayers and OCC students pay for it? Or his *purchases at Barnes & Nobles, his personalized Christmas cards, or whatever it was that he bought at Best Buys, Bed, Bath & Beyond and Amazon.com?* Or the *hundreds of dollars in flowers* he seems to like to send to someone, which have been purchased *from Alan’s in Brick and FTD* and charged on the college’s American Express card? How about the *gifts* he’s bought while he has been away either on business or for personal reasons? Or the *hundreds of dollars of food he’s bought at Lenny’s Meat Market in Silverton?* Or the more than *\$200 in liquor he purchased at Monahan’s Liquor Store in Toms River?* We also want to know if Larson reimbursed the college for *travel and meals when Mrs. Larson has travelled with him* on several trips.

The questions we have begin with “Why would someone who earns as much as Larson does and who undoubtedly has his own credit cards continuously put personal charges on the college’s card?” “How long after the college received the bills was Larson asked to pay for those personal charges and when did he pay?” (Of all the copies of credit card bills we’ve received, dated from 2005 to 2012, there are only two with notations indicating Larson was going to pay the personal charges.) Why has the college failed to reprimand Larson for using the college’s credit card to buy liquor or for using the car for extended personal trips both of which are unacceptable at any level of government?

We have already requested copies of all Larson’s checks reimbursing the college for personal expenses. Given the Pearson financial debacle (See p.1), we want to know that every penny has been paid back.

However, we think the college should go further than that. It’s time for the Board of Trustees to adopt the county policy that caps payments for employee meals and eliminates any payment for liquor when they are away on college business.

And its time for Jon Larson to stop using the college credit card and epass for anything other than official college business. Stay tuned for the update.

tion. We've asked the GRC to order her to provide the records we've asked for and to find that she "willingly and knowingly" denied them to us in the first place. That carries a \$1000 fine. While we are now in the process of filing 3 more complaints, all of which point to "willfully and knowingly" denial of public records which could cost her \$10,000, we thought you might be interested in her response to the first complaints:

Request for the OCC/China Partnership Agreement (more properly called the Memorandum of Understanding): Her first response was, "There is no record"; her second was "We'll get it to you"; her third, in the response to the complaint sent to the GRC, "I forgot about it until my assistant came back from medical leave and reminded me." Yeah, right.

This was just one of Winchester's "Duh" moments in her response. There were many others.

The problem for Winchester is that, despite the fact that she is a smart woman, she's apparently relying on advice from others about how to handle the many, *and we mean many*, OPRA requests we've sent in. What she needs to realize is that it is her neck and her neck only that is on the line. Larson and company won't be fined or disciplined, but as Custodian of Records, she will.

Better get with the program, Sara. Do what you're required to do, not what others want you to do!

## OCC NOT MAKING PENSION CONTRIBUTIONS

For those of you who teach at more than one school, take note. The 2011 pension law amendment states that anyone who had two or more PERS employers prior to the enactment of the law will have pension contributions continue from all of them unless there is a "break-in-service" for a period of time. At that point, the employer where the break occurred stops paying into your pension account. The Larson administration has been using that statute to deny continued pension payments to adjuncts who either lose classes due to under enrollment or are not assigned classes during one semester. Unfortunately for the Larson administration, the law ex-

## ASSOCIATION: CONTRACT CHANGE AN "UNFAIR LABOR" PRACTICE

Most of you are aware that a former OCC Adjunct, Michele Rosen, challenged the college's policy of not making pension contributions for quick term classes. In April, 2012, the PERS Board of Trustees agreed with her and ordered that 10 years of back payments be made by the college.

Some time ago, we asked you to file similar complaints with PERS and many of you did. Unfortunately, the Division of Pensions and Benefits simply ignored them. So, a few months ago, the Association filed a request with PERS that it order OCC to determine which adjuncts are in the same position that Michele was when she filed and won. The conditions include 1) being an enrolled member of PERS when service and compensation credit is required and 2) having a ten-month contract.

We have now taken the added step of requesting a formal appeal hearing before the Board of Trustees of PERS based on the non-action of the Division. That would be for all contributions that the college did not make for adjuncts who taught quick term before the Rosen, 2012 decision.

That won't help with future contributions though and the college is doing all it can to deny those to you. Apparently, right after the Rosen decision and just before the beginning of the Fall, 2012 semester the Board of Trustees approved the 2012-2013 academic year appointments of adjuncts, which, for the prior 10 years had been for 10 months. Human resources, however, issued contracts for the academic semesters, i.e. two 4-1/2 month contracts. Same difference, you think? Think again. Not only will these contracts deny you contributions to your pension for quick term classes you teach, but the 10 month contract guaranteed you a full year's service credit; the divided one will cost you 3 months of credit every year you teach. If you teach for 10 years, you will lose 3 years service credit and that means a substantial reduction in your pension.

Since the 10 month contract was an established past practice, we believe that the change is an unfair labor practice and we are preparing a charge that will be filed shortly with PERC asking them to require OCC to reissue 10 month contracts for both academic year 2012-2013 and 2013-2014 and to negotiate any future proposed changes with the Association.

cludes “layoff” from the “break-in-service” definition. For those who don’t know, the legal definition of layoff is “employment suspension or termination with or without notice *due to no fault of the employee*. Lack of work, cash or material can be the reason.” Black’s Law Dictionary

The Association believes that those who are being denied pension contributions by the college based upon the lack of work (caused by cancelled classes or no assignment) fit the definition of a laid off employee and therefore the college is required to continue making those contributions when they return to work.

We filed a grievance with Leslie Cohen not only

about this issue but also the one concerning the change in contract length which we discuss in this newsletter. As we told you, we are filing an unfair labor practices charge against the college concerning the length of contract dispute and, based upon the fact that Cohen simply ignored our grievance concerning the failure to pay pension contributions when an adjunct is “laid off” due to no work or cancelled classes, we will follow up with another unfair labor practice charge and/or a complaint to the Division of Pensions on this one too.

Let us know if you are an adjunct who has lost classes or not been assigned classes at any time after May, 2011. Send any information you have to [mzahler42@gmail.com](mailto:mzahler42@gmail.com)

## LARSON ADMINISTRATION TAKES CLASSES FROM ADJUNCTS; HANDS THEM TO FULL-TIME ADMINISTRATORS

For several years, Jon Larson has provided additional perks in the form of “Lecturer” positions to full-time college administrators to supplement their already high salaries (and presumably their pensions). Those “lecturers” have been taking classes away from adjuncts whose teaching schedules are already being cut back by the Larson administration draconian attempts to demoralize Association us and deny us any benefits.

What is even more troubling about this Larson “perk” policy is that certain full-time employees are allowed to teach classes that are scheduled during the college’s regular working hours. Following is a list of the full-time, salaried employees who have been given additional “lecturer” status since 2007:

Strada, Richard P.	Executive VP, Instructional	\$159,889
Hubbs, Janet B.	Asst to Pres Inst Quality	\$156,188
Wang, Jianping	Vice President of Academic Affairs	\$151,350
Wolfe, David W.	Sr Asst to the President	\$151,036
Polk, Francis D.	Provost Off-Campus Programs	\$145,059
Winchester, Sara A.	VP of Finance	\$144,841
Parrish, Richard M.	VP of Planning&Administrtrn	\$139,025
Trevisan, Carey R.	Dean of Special Services	\$116,010
Reustle, Maureen G.	Dean of Academic Services	\$115,000
Perabo, George W.	Dean of English & Literature	\$111,435
Clay, Antoinette M.	Asst VP, Instr Support Srvc	\$99,848
Kobus, Lee H.	Executive Director of Instructional Technology	\$97,637
Keller, Mary L.	Director of Academic Planning	\$95,674
Hayward, Maysa A.	Dean of E-Learning	\$91,770
Cohen, Ilene C.	Executive Director of Athletics and Judicial Affairs	\$91,081
Bertini, Ralph M.	Television Production Director	\$89,972
Betz, Norma	Dir of Financial Aid	\$88,822
Brown, James W.	Dean Sci, Eng, Hlth Sci & HP	\$87,000
Elmogahzy, Yehia E.	Dean for the School of Mathematics, Science & Technology	\$86,350
Morley, Mary E.	Director of Institutional Research	\$86,350

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Lafferty, Carolyn	Assoc VP of Academic Affrs	\$83,221
Rickards, Laura F.	Dir of EOF & OMS	\$82,403
Kirsten, Jan L.	Executive Director of College Relations	\$80,850
Cramer, Loret E.	Learning Disabilities Spec	\$79,154
Harmon, Jeffrey S.	Associate Director of E-Learning	\$76,770
Raichle, Julius	Mgr Safety & Enviro Comp	\$74,962
Schilling, Eileen A.	Acting Dean, Social Science &	\$73,879
Castillo, Benny P.	Acting Dean Social Science	\$73,168
Jackson, Henry A.	Interim Dean - Language and the Arts	\$71,225
Young, Bradford H.	Interim Dean - Social Science & Human Services	\$71,225
Manzetti, Colleen	Assistant Dean for Nursing	\$69,300
Figner, Sandra S.	Tech & Prof Program Admin	\$69,271
Trump, Anthony J.	Athletic Director	\$69,190
Pandolpho, Kathryn	Director of Career, Employment & Personal Counseling	\$65,388
Labollita, Dean J.	Asst Dean Social Science	\$64,650
Schardien, Elaine P.	Coord of NJ Stars	\$63,033
Williams, Sandra G.	Learning Support Specialist	\$60,212
Padrone, Joanne	Director of Resource Development	\$59,088
Grofik, Kathleen	Evening/Weekend Supervisor of So. Education Center	\$58,470
Forcella, Michael A.	Manager of Business Engagement	\$55,000
Jannarone, Charles	Asst to Dean of Math, Science & Tech	\$54,060
Fischer, Janis D.	Disability Counseling Spec	\$52,104
Bombery, Kathleen M.	Project Specialist	\$43,946
Wills, Laura B.	Coord of Transfer Services	\$43,295
Kephart, Christine E.	Writing Cntr/Tutoring Res	\$42,918

\*Salaries and job titles from records provided by the college effective Fall 2007-Fall, 2013

While some of these people are no longer employed by OCC, the fact remains that more than 170 full-time employees have received these “perks”, some teaching as many as 3 courses during a semester. That is an affront to all of us who struggle to make ends meet.

However, as we mentioned earlier, the callous disregard that the Larson administration has shown for adjuncts doesn’t stop with these “appointments.” Many have taught classes during what would be considered “normal working hours”, thereby violating the express restriction in their approved contracts that the “additional duty” could not interfere with their full-time job requirements.

While these individuals are unquestionably qualified to teach; however, they chose to be administrators instead. It’s time for the Larson administration to acknowledge that and to turn the classrooms back to those of us whose first choice is the classroom.

The Ocean County Adjuncts Association needs the support of every adjunct. Join the Association now if you aren’t yet a member. If you are already a member, please give us your support in everything we are trying to accomplish for you.

Visit our website: [www.occadjunctassociation.org](http://www.occadjunctassociation.org)

# JOKE PAGE



## Jon Larson's Humor

## College Humor

The college president explained to a new dean. "In business, it's dog eat dog; in academia, it's just the reverse."

\*\*\*\*\*

A student bursts into his professor's office and says, "Professor, I don't believe I deserve the F you've given me."

To which the Professor replies, "I agree, but unfortunately it is the lowest grade the college will allow me to award."