

MEMORANDUM

To: AAUP Members
From: Estelle Gellman, President
Hofstra Chapter AAUP
Date: February 18, 2008
Subject: Review Schedule for First Reappointments

At our last membership meeting in December, there was a request that the AAUP Chapter provide additional opportunity for discussion of the review schedule for first reappointments and that we provide information regarding the issues prior to the discussion. As per previous notice, this topic will be one of the agenda items for the membership meeting that will be held during Common Hour on Wednesday, February 27, in 211 Breslin.

I would like to take this opportunity to disseminate the information that was requested as well as to explain the procedures necessary for a vote on this issue. The issue is whether to change the review schedule for a faculty member's first reappointment. According to our governance documents - and in accord with national AAUP standards - a faculty member with two or more years of service must be given at least one year's notice of non-reappointment. Since the initial appointment is now for three years, a faculty member must receive notice of non-reappointment by the end (August 31) of his/her second year. Currently, the review schedule calls for the review to begin in the fall semester of the second year.

The request was made, however, to initiate the review in the spring semester. The main reason voiced was that there was not enough time over which to gather evidence of the faculty member's work by the fall semester and that a more valid evaluation of the faculty member could be made if another semester's work could be reviewed. On the other side, it was the concern of the negotiating team and AAUP executive committee that putting off the review to the spring semester meant that the reviews would be condensed to one semester, which does not provide sufficient time for the full appeals process (which includes 21 days for a faculty member to reply to a negative recommendation at each stage of the process) if there are problems or concerns, and could result in a letter of non-reappointment "without prejudice," leaving the faculty member without a definite decision and insufficient notice after a final decision to find a new position. It was also pointed out that, with the review initiated in the fall, there was sufficient time built into the process to delay the recommendations of the DPC and Department Chairperson if, in a particular case, additional information were needed - e.g., additional CTR scores or peer observations - without compromising the appeals process and the ability to arrive at a substantive decision on the few delayed recommendations by August 31. The more detailed explanation of the appointment schedule that was distributed at the last meeting is also attached for your review.

In regard to procedure, a motion was made at our last meeting to recommend a change in the reappointment schedule in the CBA, a motion that we could not entertain at that time. In anticipation that such a motion may again be made, we have consulted with our chapter attorney and will be following the procedures outlined below, which are necessary for taking a vote on such a motion. Since this would be a vote on a matter pertaining to collective bargaining, we must ascertain that all those present are members of our bargaining unit and we will therefore have to check membership status at the door. As at our ratification meetings, we will have

faculty with membership lists at each door and will check off your name as you enter. Since this procedure can be time-consuming, we request that, if at all possible, you try to arrive a few minutes early.

Should a motion be passed to recommend a change in the contract at the upcoming meeting, a mail ballot on the motion will then be sent to the full membership, including those not attending. Since a mail ballot is quite costly, we will mail the ballot regarding this issue with the ballot for chapter elections. I apologize for the attendant inconvenience and restrictions; however, we are dealing with a change in a ratified contract and a change in the contract is a serious matter. Once the contract has been ratified, a provision such as this one (which is not clearly beneficial to the entire membership, ambiguous, or otherwise unenforceable) cannot be changed without giving the entire membership the opportunity to weigh in on such a change. It is the difficulty of changing a ratified contract that is the basis of its protection and we do not want to compromise that protection.