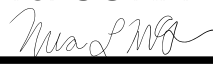


TENTATIVE AGREEMENT

UC/AFT IX Negotiations
Article 7b – Process for Achieving
Continuing Status, Excellence Review,
and Continuing Appointments UC Proposal #3
April 16, 2021
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For UC-AFT

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11/18/2021

For The University

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11-17-2021

**[ALL CITATIONS TO SECTIONS HAVE NOT BEEN UPDATED AND WILL BE
UPDATED AFTER THE ARTICLE IS FINALIZED]**

**ARTICLE 7b
PROCESS FOR ACHIEVING CONTINUING STATUS, EXCELLENCE REVIEW, AND
CONTINUING APPOINTMENTS**

A. GENERAL PROVISIONS

1. This Article contains the policies and procedures that govern the process by which ~~NSF~~ **Unit 18 faculty** achieve Continuing status.
2. **The University retains sole discretion in the evaluation of an NSF's performance. [moved from b.2 in article 22]**
3. When an ~~NSF~~ **a Unit 18 faculty member** receives an appointment that includes an 18th quarter, 12th semester, or 24th fiscal quarter of service in the same department, program, or unit, the University shall conduct the excellence review in accordance with this Article.
4. The University shall conduct the excellence review in the academic year in which the 18th quarter, 12th semester, or 24th fiscal quarter of service occurs, and the University shall complete the excellence review prior to the commencement of the 19th quarter, 13th semester, or 25th fiscal quarter. However, the University shall not be obligated to complete an excellence review if the NSF does not perform service in an eighteenth (18th) quarter, twelfth (12th) semester, or twenty-fourth (24th) fiscal quarter. Following completion of the excellence review, the University shall notify the ~~NSF~~ **Unit 18 faculty member** of the results.
5. If as a result of the excellence review the ~~NSF~~ **Unit 18 faculty member** is deemed excellent, and the ~~NSF~~ **Unit 18 faculty member** has performed service in the 18th quarter, 12th semester, or 24th fiscal quarter in the same department, program, or unit, the ~~NSF~~ **Unit 18 faculty member** shall have Continuing status
6. Conversely, if, as a result of this review, the University determines that the ~~NSF~~ **Unit 18 faculty member** is not qualified to perform anticipated responsibilities at an excellent level in the department, program, or unit, the ~~NSF~~ **Unit 18 faculty member** will be released at the end of **the Unit 18 faculty member's** ~~her/his~~ appointment.
7. For ~~NSF~~ **Unit 18 faculty** who have achieved Continuing status and for whom there is instructional need in the 19th quarter, 13th semester, or

25th fiscal quarter as defined in Section B below, the University shall provide notice of a Continuing appointment in accordance with Article 7c by the end of the 18th quarter, 12th semester, or 24th fiscal quarter, or as soon as practicable.

8. For ~~NSF~~ **Unit 18 faculty** who have achieved Continuing status but for whom there is not instructional need in the 19th quarter, 13th semester, or 25th fiscal quarter ~~as defined in Section B below~~, the University shall notify the ~~NSF~~ **Unit 18 faculty member** by the end of the 18th quarter, 12th semester, or 24th fiscal quarter, or as soon as practicable, that they have the right of first refusal for two years for ~~NSF~~ **Unit 18** work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another NSF, as specified in Article 17 — Layoff, **Reduction in Time, and Reemployment**.
9. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 19th quarter, 13th semester, or 25th fiscal quarter, regardless of when the excellence review is completed.
10. Nothing in this ~~MOU~~ **Agreement** shall preclude a department, program, or unit from hiring ~~an NSF~~ **a Unit 18 faculty member** who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the ~~NSF~~ **Unit 18 faculty member** shall be hired as a Continuing Appointee.
11. ~~If an NSF is not deemed excellent, the University shall provide the NSF timely notice.~~

~~B. FISCAL YEAR APPOINTEES~~

~~When an NSF receives an appointment to a 6th full calendar year in the same department, program, or unit, the University shall conduct an excellence review to be completed by the end of the 6th calendar year, provided the NSF performs service in the 4th quarter of the 6th year.~~

B. INSTRUCTIONAL NEED

1. Instructional need to establish a continuing appointment shall exist when the University determines the following with respect to the nineteenth (19th) quarter, thirteenth (13th) semester, or **twenty-fifth (25th)** fiscal quarter:
 - a. there is a departmental need for courses to be taught by **Unit 18 faculty** ~~NSF~~ in the area in which the ~~NSF~~ **Unit 18 faculty** member has taught; and

- b. the ~~NSF~~ **Unit 18 faculty** member is qualified to teach those courses;
and
 - c. a Continuing Appointee is not already expected to teach the course(s).
2. Instructional need to establish a continuing appointment will not exist when:
- a. Senate Faculty is designated to teach the course(s) during the next academic year previously assigned to the ~~NSF~~ **Unit 18 faculty member**;
 - b. Graduate Academic Student Employee (ASE) whose training is in the same department or related discipline, or where the assignment is made pursuant to an academic plan for pedagogical training of the ASE, are designated to teach the course(s) previously assigned to the ~~NSF~~ **Unit 18 faculty member** during the next academic year;
 - c. An unanticipated distinguished Visiting Professor, or Adjunct Professor, is designated to teach the course(s) during the next academic year previously assigned to the ~~NSF~~ **Unit 18 faculty member**;
 - d. The assignment of the ~~NSF~~ **Unit 18 faculty member** to teach the course(s) conflicts with established departmental academic program requirements for intellectual diversity, as outlined in Article 7a.D.2.b.

C. SPECIAL NOTICE REQUIREMENT FOR ANTICIPATED REDUCTION OF INITIAL CONTINUING APPOINTMENT

If, prior to the issuance of the Letter of Continuing Appointment, the University determines that ~~an NSF~~ **a Unit 18 faculty member** who has been appointed to an 18th quarter, 12th semester, or 24th fiscal quarter will have an initial continuing appointment percentage that is less than ~~that of the previous year~~ the **Unit 18 faculty member's minimum appointment percentage during the previous Two-Year Reappointment**, the University will provide notice to the ~~NSF~~ **Unit 18 faculty member** as soon as practicable, with a copy to the Union.

D. EXCELLENCE REVIEW PROCESS (moved to Academic Review Criteria Article)

- ~~1. The University shall notify the NSF in writing of the review, its timing, criteria, and the procedure that will be followed. Such notice shall be no less than thirty **forty five** (30 ~~45~~) calendar days, when practicable. Should the University provide less than thirty **forty five** (30 ~~45~~) calendar days' notice, the University shall not unreasonably deny an extension to the NSF to submit her/his the NSF's materials for the review file.~~
2. **An NSF may request an extension of the review deadlines due to a leave of absence taken under Article 12 - Leaves. Such requests shall not be unreasonably denied.**
- ~~3. All relevant materials in the review file shall be given due consideration. These may include:~~
- ~~4. All relevant materials shall be given due consideration. These may include:~~
 - ~~a. student evaluations, provided that the quantitative measure in the student evaluation is not the sole criterion for evaluating teaching excellence;~~
 - ~~b. assessment by former students who have achieved notable professional success;~~
 - ~~c. assessments by other members of the department, program or unit, and other appropriate faculty members;~~
 - ~~d. development of new and effective techniques of instruction and instructional materials; and~~
 - ~~e. assessments resulting from classroom visitations by colleagues and evaluators.~~
5. ~~An NSF may provide a self statement or self evaluation of the NSF's her/his teaching objectives and performance.~~
5. **An NSFA Unit 18 faculty member** being evaluated may provide letters of assessment from individuals with expertise in **the Unit 18 faculty member's** her/his field, and/or other relevant materials to the evaluation file prepared by the University, which shall be included as part of the evaluation process. Those from whom letters may be provided include but are not limited to:
 - a. Departmental ~~NSFs~~ **Unit 18 faculty**;

- b. departmental Academic Senate Faculty;
 - c. other academic appointees;
 - d. students; and/or
 - e. others external to the University of California.
6. A committee shall review and make recommendations about ~~NSF~~ **the Unit 18 faculty member's** performance pertaining to the Excellence Review for Continuing Appointments. The committee shall be at the departmental level, except where not practicable, in which case it will be as close to the departmental level as is practicable (e.g., school, division or college). Such committees will be comprised of academic appointees with sufficient knowledge of the ~~NSF~~ **Unit 18 faculty member's** field of expertise. The membership of the Excellence Review committee is not confidential.
 7. The University shall make reasonable efforts to ensure that a qualified ~~NSF~~ **Unit 18 faculty member** will participate on such review committees although no individual shall be required to serve on the committee. Unless the ~~NSF~~ **Unit 18 faculty member** on the committee is a standing appointment, the ~~NSF~~ **Unit 18 faculty member** being reviewed shall be consulted about the ~~NSF~~ **Unit 18 faculty** appointment on the committee. Care shall be taken to ensure that the committee is composed of faculty who can offer a **fair and** neutral assessment of the ~~NSF~~ **Unit 18 faculty member's** performance. The ~~NSF~~ **Unit 18 faculty member** on the review committee shall be under the same obligation as any other member of the personnel committee with respect to the confidentiality of the review process.
 8. The ~~NSF~~ **Unit 18 faculty member** being reviewed may provide a written list of suggested peers from whom input may be solicited and/or identify qualified persons from whom input may be solicited. The ~~NSF~~ **Unit 18 faculty member** being reviewed shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any such statement provided by the ~~NSF~~ **Unit 18 faculty member** shall be included in the academic review file.
 9. The ~~NSF~~ **Unit 18 faculty member** may submit a written response to the recommendation from the department, program, or unit, which shall be included in **the Unit 18 faculty member's** ~~her/his~~ excellence review file.
 10. An evaluation of an ~~an NSF~~ **Unit 18 faculty member** shall be based on an

academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non-excellence shall be based upon the material contained in the academic review file.

11. **According to campus procedures, the University shall notify the Unit 18 faculty member of the Excellence Review decision.**

E. EVALUATION CRITERIA

1. Evaluations of the academic qualifications or performance of ~~NSF~~**Unit 18 faculty** for purposes of consideration for a continuing appointment shall be made on the basis of demonstrated excellence in ~~the field and in~~ teaching, academic responsibility, and other assigned duties.

2. **Evaluation Criteria for the Excellence Review is referenced in Article - Academic Review Criteria.**

~~which may include University co-curricular and community service.~~

~~Instructional performance is measured by evaluation of evidence demonstrating such qualities as:~~

- ~~a. command of the subject matter and continued growth in mastering new topics;~~
 - ~~b. ability to organize and present course materials;~~
 - ~~c. ability to awaken in students an awareness of the importance of the subject matter;~~
 - ~~d. ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work; and~~
 - ~~e. achievements of students in their field.~~
2. Due attention should be paid to the variety of demands placed on instructors by the types of teaching called for at various levels, and the total performance of the ~~NSF~~**Unit 18 faculty member** should be judged with proper reference to assigned teaching responsibilities.
 3. **Length of service and continued competence as a pre-six Unit 18 faculty member alone are not justification for achieving Continuing**

Status.

F. GRIEVABILITY AND ARBITRABILITY

1. **Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.**
2. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of this Article. An Arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
3. An Arbitrator shall not have the authority to substitute ~~her/his~~ **the Arbitrator's** judgment for the University's judgment with respect to instructional need, academic qualifications or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes related to Section B.2.
4. The Arbitrator shall have jurisdiction to review the performance review process and the academic review file. If the Arbitrator finds that the performance review process was **not followed** ~~flawed~~, or that the decision **was not based on materials in the** ~~academic~~ review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator's remedy shall be limited to an order that the University re-do the performance review process. Where the arbitrator determines that an individual involved in the academic review has in any way materially violated the **Agreement** ~~MOU~~, the Arbitrator may order the University to designate different individuals to conduct the subsequent performance review.
5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with ~~her/his~~ **the Arbitrator's** award. When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UC redo the performance review process.