CAPM 516.000 - Unit 18 Titles

The following policy is intended to implement the Unit 18 Collective Bargaining Agreement for the University of California, Santa Cruz campus. Nothing in this policy is intended to contradict the Unit 18 Collective Bargaining Agreement.

INDEX
I. Definitions
II. Titles
III. Authority
IV. Initial Appointment Procedures (0 quarters of service in a Unit 18 title in a UCSC department)
V. Assessment and Initial Reappointment Procedures - Pre-Six Years (fewer than 18 quarters) following Initial Appointment in a Unit 18 title in the same UCSC Department
VI. Pre-Six Academic Review and Subsequent Reappointments - Pre-Six Years (fewer than 18 quarters of service in a Unit 18 title in the same UCSC Department)
VII. Excellence Review and Initial Continuing Appointment
VIII. Promotion to Senior Continuing Lecturer
IX. Merit Review Procedures for Continuing and Senior Continuing Appointees
X. Supplemental Assignment and Temporary Augmentation
XI. Pay Periods
XII. Compensation
XIII. Layoff, Reduction in Time, and Re-Employment of Unit 18 Academic Appointees
Appendix A - Evaluation of Non-Lecturer Unit 18 Appointees
I. DEFINITIONS

A. Contract
Refers to the Collective Bargaining Agreement (CBA) between the University of California and the UC-AFT.

B. Department
For the purpose of this policy, the term “department” is used broadly to refer to a college, unit, or program, in addition to department. Note that appointment and review requirements, as well as credit toward continuing status, apply separately for each department in which a Unit 18 faculty member is appointed.

C. Department Chair
Throughout this document, "department chair" is used broadly to refer to the faculty administrator appointed by the Dean who serves as the academic leader and administrative head of a department, college, unit, or program.

D. Divisional Committee on Academic Personnel
The Divisional Committee on Academic Personnel (DCAP) is composed of at least three tenured Academic Senate members selected by the dean in accordance with applicable divisional procedures, and approved by the Committee on Academic Personnel.

E. Initial Appointment
For the purpose of this policy, the term “initial appointment” refers to the first appointment of a Unit 18 faculty member in a department, program, unit, or college at UCSC.

F. Reappointment
For the purpose of this policy, the term “reappointment” refers to any subsequent appointment of a pre-six Unit 18 faculty member following the initial appointment in the same department, program, unit, or college, regardless of any break in service to the University.

G. Unit 18 Faculty Member
Refers to an individual appointed in one of the titles described in Section II - Titles, below.
II. TITLES

A. Lecturer - Pre-Six Year

This title is used to designate individuals who are appointed to teach courses on a contractually limited basis during the first 18 quarters of employment in any UCSC department.

B. Lecturer - Continuing Appointment

This title is used to designate individuals who are appointed to teach courses for an indefinite period of time following completion of 18 quarters of employment in any Unit 18 title in the same UCSC department. Appointment to this title can be made only after the Unit 18 faculty member is found to meet the required excellence standard following completion of the Excellence Review.

C. Senior Continuing Lecturer

This title is used to designate Unit 18 faculty who have been promoted to this title following a promotional review resulting in a determination of exceptional performance in teaching. Unit 18 faculty in the Continuing Lecturer title are eligible to request a promotional review after they have achieved two successful merits following their initial continuing appointment. Only Continuing Lecturers may be promoted to Senior Continuing Lecturer.

D. Coordinator of Field Work (may be Pre-Six Year or Continuing)

The Coordinator of Field Work title is used for academic appointees who are charged with the primary responsibility for the maintenance of the education standards and effective functioning of the field work course/practicum. Other academic duties may include serving on academic and administrative committees.

E. Supervisor of Teacher Education (may be Pre-Six Year or Continuing)

Supervisors of Teacher Education are responsible for teacher education and teaching method programs. Supervisors of Teacher Education supervise the work of University students doing student teaching in elementary and secondary school classrooms. Supervisors of Teacher Education may also conduct teaching seminars, methods courses and other regular University courses. They shall be required to comply with state law(s) regarding active classroom participation.

F. Lecturer in Summer Session

This title is used to designate individuals appointed on a temporary basis to teach in the Summer Session. Lecturers in Summer Session are subject to Article 23 of the Contract, and not the sections of this policy, unless noted. Refer to the Delegation of Authority chart for Summer Session appointment authority.
III. AUTHORITY

A. Dean Authority

1. The academic dean of the recommending department has sole authority to approve or deny all proposed Unit 18 initial appointments and related actions such as:
   a) Reappointments
   b) Promotions
   c) Supplemental Assignments (pre-six appointees) and Augmentations (continuing appointees)
   d) Layoffs
   e) Leaves of Absence

2. Only the dean’s letter or other acceptable written communication from the dean constitutes an offer of employment or a decision on any of the actions listed above.
IV. INITIAL APPOINTMENT PROCEDURES (0 quarters of service in a Unit 18 title in a UCSC department)

A. GENERAL PROVISIONS
An initial appointment of a Unit 18 faculty member is the first appointment in each individual department at UCSC.

The initial appointment of a pre-six Unit 18 faculty member shall be for one academic/fiscal year, of either continuous or intermittent service (i.e. may be for one to three quarters within the academic year).

Recruitment compliance, or approved waiver of recruitment or valid exemption must be issued before the appointment review file can be processed. See CAPM 100.500 for the Academic Recruitment Procedures.

B. DEPARTMENT REVIEW FOR INITIAL APPOINTMENT
1. The department submits the following materials in the campus review system.
   a) Candidate’s Curriculum Vitae or Bio-bibliography
   b) Any other relevant materials required or submitted in the recruitment.
      Examples include a statement of teaching and/or mentoring philosophy; statement on contributions to diversity, equity, and inclusion through teaching; sample syllabi; and samples of course/presentation materials.
   c) Letters of recommendation, not more than three years old, must be included in the appointment dossier. Letters of recommendation (usually two to three) obtained in recruitment may be used. Following the recruitment, the department chair may solicit additional letters of recommendation from internal or external sources, as appropriate. If extramural letters are solicited the confidentiality statement for candidates proposed for a UCSC appointment must be included in the solicitation.
      i) If additional letters are solicited, a sample copy of the solicitation letter must be included in the file (with any external reviewer’s identity redacted).
   d) A list of all persons from whom letters were sought or received, with brief comments on the academic standing of each letter writer. Identity each letter writer with an alpha code. Additionally, this list should include the following:
      i) An explanation of how the letters of recommendation were obtained, if they were not solicited by the department (e.g., candidate solicited, unsolicited, recruitment package).
      ii) List of any persons declining to write; include declining letters or memo to file recording declination.
e) A description of the course(s) to be taught, if known, may be included in the documentation submitted by the recommending department.

2. The department follows its applicable departmental procedures for reviewing applicants, and develops an appointment recommendation letter. All references to confidential letter writers must be by letter code. The recommendation should include the following:

   a) Recommended title;
   b) Recommended annual salary rate in line with the set salary points for Unit 18 faculty (See Section XII - Compensation);
   c) Percent time based on divisional workload policy and actual work assigned to individual (see Appendix B for Instructional Workload Policy);
   d) Service quarters of initial appointment (shall not exceed one year);
   e) Responsibilities to be assigned (courses, equivalency assignments, etc.) for known courses/equivalencies;
   f) Nature of appointment, i.e., whether the course or equivalency is usually assigned to Unit 18 faculty, or if not, what the circumstances are which require this appointment (e.g., course is normally taught by Senate faculty but that individual is on sabbatical leave);
   g) Name and title of person to whom the Unit 18 faculty member will report.
   h) Evaluation of qualifications in relation to criteria for initial appointment. The criteria are:

      i) Demonstrated competence in the field and teaching ability, as evidenced by:

         1) requisite degree -
            Experience and/or professional degree must be appropriate to the course(s) which the candidate is to teach. Evidence of the qualifications of the candidate must be included in the documentation submitted by the recommending department;

         and/or

         2) previous teaching experience and performance -
            Because candidates drawn from professional areas may often have very limited experience in formal lecturing, the recommending department has a special obligation to assure that the candidate possesses relevant teaching abilities, including organization and presentation of the subject. In support of its recommendation to the dean, the recommending department should furnish an evaluation of the specific evidence available to it regarding these factors.
ii) Appendix A contains additional criteria and evidence appropriate to titles other than Lecturer (e.g., Coordinator of Field Work, Supervisor of Teacher Education).

3. The file is then submitted to the division office for dean review and decision. The dean has final authority for initial appointments.

4. If the appointment is approved, an appointment letter shall be issued. The appointment letter must include details described in Article 7.A.C.5 of the Contract, in addition to required campus language. Contact the Academic Personnel Office with any questions about required language.

Appendix B details the Instructional Workload Policy for Unit 18 faculty members.

Appointment letters must be issued to academic year appointees (i.e. individuals appointed for all three quarters of the academic year) by June 1 for assignments being offered the next academic year. For individuals appointed for one or two quarters of the academic year, the appointment letter must be issued no later than 60 calendar days prior to the commencement of the first service period in the appointment.

Appointment letters may be issued late for reasons outside of the University’s control, such as unanticipated faculty leaves, withdrawals from instruction, separations, unavailability, or unanticipated increases in student enrollments.
V. ASSESSMENT AND INITIAL REAPPOINTMENT PROCEDURES - Pre-Six Years (fewer than 18 quarters) following Initial Appointment in a Unit 18 title in the same UCSC department

A. GENERAL PROVISIONS

Reappointment of a Unit 18 faculty member following the initial appointment year must be preceded by an assessment of the Unit 18 faculty member based on a competence standard. The assessment is not an academic review. If the outcome of the assessment is positive (i.e. the competence standard was met), the Unit 18 member is eligible for reappointment. If the outcome is negative (i.e. the competence standard was not met), the Unit 18 faculty member shall not be considered for reappointment.

In order for a Unit 18 faculty member with a current pre-six appointment to be assessed and considered for reappointment, the Unit 18 faculty member must submit the Unit 18 Pre-Six Faculty Statement of Interest in Reappointment Form in accordance with the deadlines in the chart below, or within 30 calendar days from the date on which the initial appointment letter was transmitted to the Unit 18 faculty member, whichever is later.

<table>
<thead>
<tr>
<th>Unit 18 Appointment in the same department, program, or college</th>
<th>Deadline in the appointment year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Year Assignment (Fall, Winter, and Spring Quarters)</td>
<td>October 15</td>
</tr>
<tr>
<td>Assignment begins in Fall quarter; may include an additional quarter</td>
<td>October 15</td>
</tr>
<tr>
<td>Assignment begins in Winter quarter; may include Spring quarter as well</td>
<td>February 1</td>
</tr>
<tr>
<td>Assignment is Spring quarter only</td>
<td>May 1</td>
</tr>
</tbody>
</table>

The Unit 18 Pre-Six Faculty Statement of Interest in Reappointment Form must be completed in full and submitted alongside the document(s) listed on the form to the department in which reappointment is being requested.

1. If an eligible Unit 18 faculty member submits a completed request by the deadline, an assessment must be conducted by the department chair or designee, regardless of whether they intend to propose reappointment or not.

2. A positive assessment outcome does not create any obligation to the University to reappoint the Unit 18 faculty member.

3. Unit 18 faculty members who have completed the reappointment request by the deadline and meet the competence standard shall be considered internal candidates and must be considered for reappointment prior to consideration of any external candidates.
4. Unit 18 faculty who did not submit a statement of interest in reappointment by the deadline, or at all, must also be assessed and meet the competence standard prior to being considered for any subsequent reappointment.

5. Upon reappointment after assessment, the Unit 18 faculty member will receive a one-salary point (3%) pay increase.

B. PRE-SIX UNIT 18 FACULTY ASSESSMENT

1. Timing

The pre-six Unit 18 faculty assessment must be completed prior to recommending reappointment, and should, in most cases, be completed concurrently with all eligible pre-six Unit 18 faculty in the department. Assessments should be completed within a reasonable period of time.

If a reappointment recommendation is expected to be made concurrent with a positive assessment, departments should consult with their division about timing, in order that Contract-mandated notification deadlines can be met. (see Section C.4, below)

2. Assessment Criteria

Teaching ability as well as performance of other assigned duties is assessed based on a competency standard with demonstrated evidence of:

a) Competence in the field,
b) Teaching ability,
c) Academic responsibility consistent with Article 3 of the Contract,
d) Competence in other assigned duties that may include University co-curricular and community service, if assigned.

If a Unit 18 faculty member is found not competent in one or more assessed criteria, they are not considered to meet the competence standard.

3. Assessment Procedure

a) If a Unit 18 faculty member has formally expressed interest in reappointment by the deadline, or the department is proposing an initial reappointment of a Unit 18 faculty member who has never been assessed (per this section), the department chair or designee must complete an assessment in the campus review system.

b) The department chair or designee reviews the following materials for the assessment:

i) Statement of Interest form and associated materials submitted by the Unit 18 faculty member,

ii) any available SETs from the most recent appointment period, and
iii) any other relevant materials available to the chair.

   c) The department chair or designee completes their assessment based on the competence standard and criteria in B.2 (above) and provides written feedback to the Unit 18 faculty member.

C. REAPPOINTMENT PROCEDURES

1. If reappointment is being proposed after a positive assessment, the department completes the **Pre-Six Lecturer Reappointment Form** and adds it to the assessment material in the campus review system. Instructions for use of the form may be found [here](#). Section D, below, outlines the minimum duration of the reappointment.

2. The department chair or designee submits the reappointment file to the division for the dean’s review. The dean may request additional information or clarification from the department chair or designee, if needed.

3. The dean has final authority to approve reappointment.

4. If reappointment is approved, the dean issues an appointment letter. Unit 18 faculty members with proposed appointments in more than one department and/or division must be coordinated by the dean or their designee to ensure appropriate workload assignments (see D, below, for Terms of Service and **Appendix B** for Workload Policy).

   The appointment letter must include details described in Article 7.A.C.5 of the Contract, in addition to required campus language. Contact the Academic Personnel Office with any questions about required language.

   Reappointment letters must be issued to academic year appointees (i.e. individuals appointed for all three quarters of the academic year) by June 1 for assignments being offered the next academic year, or, for individuals appointed for one or two quarters of the academic year, no later than 60 days prior to the commencement of the first service period in the appointment.

   Appointment letters may be issued late for reasons outside of the University’s control, such as unanticipated faculty leaves, withdrawals from instruction, separations, unavailability, or unanticipated increases in student enrollments.

   If the dean does not approve initial reappointment after assessment, no noticing is required.

D. REAPPOINTMENT CONDITIONS/TERMS OF SERVICE

1. **Duration**

   Following the initial one-year appointment, the first reappointment of a Unit 18 faculty member shall be for two years. A two-year reappointment means a commitment to at least one quarter of employment as a Unit 18 faculty member in the same department per academic year.
Exceptions to this two-year reappointment requirement are limited to the following reasons:

a) The Unit 18 faculty will reach 18th quarter during the reappointment period. Reappointment may not extend beyond the 18th quarter (24th quarter if FY); the Unit 18 faculty must achieve Continuing Status for appointment beyond the 18th quarter (see Section VII- Excellence Review and Initial Continuing Appointment).

b) The reappointment is a temporary replacement to teach courses that fulfill temporary academic need in lieu of an instructor who is on leave, sabbatical, withdraws from instruction, separated, or is otherwise unavailable.

c) The reappointment is with a program designed specifically with time-limited positions. This is a very limited exception; see Contract article 7A.E.2.

If appointed under or more of these exceptions, the Unit 18 faculty member must be provided with a written explanation of the reasoning at the time of reappointment.

2. Appointment Percent

At the initial two-year reappointment, the annual average appointment percentage is established in the reappointment letter, following the dean’s decision. When reappointing, the dean is not precluded from offering courses, other duties, or appointment percentage that are different than or in addition to those requested by the Unit 18 faculty member.

The minimum average academic/fiscal year percentage shall be the same for both years of the reappointment, although the quarter-by-quarter percentage may vary.

Appointments and percentage expectations are determined individually for each department in which the Unit 18 faculty member is appointed. However, the combined maximum average annual percent (AY or FY) from all employment at the University of California may not exceed 100%.

3. Rejection of Reappointment

If the Unit 18 faculty member does not wish to accept the first year of the appointment, in whole or in part, it shall constitute a rejection of the entire offer letter. Departments should then discuss with the Unit 18 faculty on the availability of alternative assignments, where possible.
VI. PRE-SIX ACADEMIC REVIEW AND SUBSEQUENT REAPPOINTMENTS - Pre-Six Years (fewer than 18 quarters of service in a Unit 18 title in the same UCSC department)

A. GENERAL PROVISIONS

Each reappointment of a Unit 18 faculty member following the initial two-year reappointment must be preceded by a pre-six academic review to determine if the Unit 18 faculty is “teaching effective.” If the outcome is positive (i.e. teaching effectiveness was demonstrated), the Unit 18 faculty member is eligible for reappointment. If the outcome is negative (i.e. did not demonstrate teaching effectiveness), the Unit 18 faculty member shall not be considered for reappointment.

In order for a Unit 18 faculty member with a current pre-six appointment to be reviewed and considered for reappointment, the Unit 18 faculty member must submit a request for consideration to be reappointed by October 15 in the final academic year of their current appointment. To submit this request, the Unit 18 Pre-Six Faculty Statement of Interest in Reappointment Form must be completed in full and submitted alongside the document(s) listed on the form to the department in which reappointment is being requested.

1. If an eligible Unit 18 faculty member submits a completed request by the deadline, a pre-six academic review must be conducted by the department, regardless of whether they intend to propose reappointment or non-reappointment.

2. Unit 18 faculty members who have completed the reappointment request by the deadline and have a positive outcome to their academic review shall be considered internal candidates and must be considered for reappointment prior to consideration of any external candidates.

3. Absent a completed request by the deadline, the department is not required to perform an academic review or consider the Unit 18 faculty member for potential reappointment.

4. Unit 18 faculty who did not submit a statement of interest in reappointment during previous two or three-year appointment must also undergo a pre-six academic review prior to being considered for any subsequent reappointment.

5. Upon reappointment after a determination of teaching effectiveness (i.e. a positive pre-six academic review outcome), the Unit 18 faculty member will receive a one-salary point (3%) merit increase.

B. PRE-SIX ACADEMIC REVIEW

   1. Timing and Review Period
The review period for the pre-six Unit 18 academic review extends from the deadline of the last set of materials submitted for assessment or review to the materials deadline for the current academic review.

When a timely statement of interest for reappointment has been submitted, the academic review must take place in the last year of the current reappointment, and must be concluded by June 1 of that year.

2. Pre-Six Academic Review Criteria

The academic review of a Unit 18 faculty member is made on the standard of teaching effectiveness, academic responsibility per Article 3 of the Contract, and other assigned duties within the review period. The evaluation should take into consideration the variety of demands placed on the Unit 18 faculty member and the total performance should be judged with reference to all assigned duties.

Teaching effectiveness shall be based on the demonstrated evidence of the following (non-exclusive) criteria:

a) Dedication to and engagement with teaching;
b) Command of the subject matter and continued growth in mastering new topics;
c) Organizing and presenting course content effectively and with demonstrated learning outcomes;
d) Setting pedagogical objectives appropriate to the course topic, level, and format;
e) Responding to student work in ways commensurate with student performance, course topic, level, and format;
f) Awakening in students an awareness of the importance of the subject matter;
g) Inspiring interest in beginning students and stimulating advanced students to do complex work; and
h) Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work.

Appendix A contains additional criteria and evidence appropriate to Coordinators of Field Work and Supervisors of Teacher Education.

3. Procedures**

a) If the Unit 18 faculty member has formally expressed interest in reappointment by the deadline, the department must conduct an academic review, regardless of whether the department intends to reappoint the Unit 18 faculty member.

i) Exceptions to the requirement to conduct an academic review include:
1) The completed Statement of Interest was not submitted by the October 15th deadline;

2) The Unit 18 faculty member was appointed for less than a two or three year appointment in accordance with the exceptions in Section V.D.1 or VI.C.1 (see also Article 7A.1 of the Contract); or

3) The Unit 18 faculty member will have reached the 18th quarter of service by the end of their current appointment.

b) The department notifies the Unit 18 faculty member of the impending academic review, including the timing, criteria, and procedure, no less than thirty calendar days in advance of materials deadline for the review. If less than thirty days is provided, the Unit 18 faculty member may request an extension to submit materials for the file.

c) The Unit 18 faculty member submits the following materials in the campus review system:

   i) A current curriculum vitae/biobliography;

   ii) A self-statement regarding the Unit 18 faculty member’s performance, teaching objectives, and teaching activities in the review period;

   iii) Copies of syllabi; and

   iv) Up to six additional optional materials relevant to effective teaching (e.g. pedagogical methods, student learning outcomes, assignments, lecturer slides, lesson plans, exams, and prompts for student work).

d) The department gathers and adds to the review file:

   i) Student Experience of Teaching Surveys (SETs) for courses taught in the department during the review period;

   ii) A list of the courses taught in the department during the review period;

   iii) If applicable, written observations resulting from classroom visitations by colleagues and evaluators.

e) The Unit 18 faculty member shall be provided with the opportunity to inspect the academic review materials (consistent with University policy on confidential material), before the department recommendation is determined, and to make a written response within five working days. Any written response must be included in the review file. (See APM 160 and CAPM 200.160 for guidance on what is confidential material.)

f) According to applicable departmental procedures, the department chair, designee, or standing personnel committee considers relevant material included in
the file and develops a written recommendation based on the standard of teaching effectiveness following the Pre-Six Academic Review Criteria (see B.2, above). The recommendation should detail whether the department considers that the standard has been met or not.

If the department is also recommending reappointment at the time of a pre-six academic review, the Pre-Six Lecturer Reappointment Form shall be included in the review file. (Instructions for the use of the form are detailed here)

g) The department provides the Unit 18 faculty member with a copy of the written recommendation and the Unit 18 faculty member shall be given an opportunity to respond to the recommendation in writing within five working days. Any written response must be included in the review file.

h) Following any candidate response, the review file is submitted to the division office for review and dean decision. The dean has final authority for determining whether the standard of teaching effectiveness has been met and to approve any recommended reappointment.

i) If, during the dean’s review of the department recommendation, additional information is needed, the dean may request it from the department.

The Unit 18 faculty member must be notified of the outcome of the pre-six academic review within 20 calendar days of the review’s completion, and the notice shall indicate whether the faculty member demonstrated teaching effectiveness during the review period. If the outcome is negative (did not demonstrate teaching effectiveness), the notice must include an explanation.

If reappointment is not proposed or approved concurrent with a positive review outcome, the Unit 18 faculty member must be provided with a written explanation of the reasoning consistent with Section C.2, below (see Contract Article 7A.J.6).

If reappointment is approved concurrent with a positive outcome, the dean issues an appointment letter. Unit 18 faculty with proposed appointments in more than one department and/or division must be coordinated by the dean or their designee to ensure appropriate workload assignments.

The appointment letter must include details described in Article 7.A.C.5 of the Contract, in addition to required campus language. Contact the Academic Personnel Office with any questions about required language.

Reappointment letters must be issued to academic year appointees (i.e. individuals appointed for all three quarters of the academic year) by June 1 for assignments being offered the next academic year, or, for individuals appointed for one or two quarters of
the academic year, no later than 60 days prior to the commencement of the first service period in the appointment.

Appointment letters may be issued late for reasons outside of the University’s control, such as unanticipated faculty leaves, withdrawals from instruction, separations, unavailability, or unanticipated increases in student enrollments.

**4. Reappointment Procedures Following a Break in Service**

If a Unit 18 faculty member received a positive outcome from their teaching effectiveness review and was not reappointed immediately following the review, but is now being proposed for reappointment after a break in service, the following steps should be taken:

a) Department creates a reappointment file in the campus review system that includes:

i) The department recommendation and decision letter from the previous Pre-Six Academic Review.

ii) The Pre-Six Lecturer Reappointment Form. Note that the reappointment must be for three years (see C.1, below), but need not be the same annual average percentage as the previous appointment (contrary to C.2, below) due to the break in service.

iii) Any relevant documentation related to the proposed teaching assignment or requested by the division.

b) The department submits the file to the division office for dean review and decision. Should the dean approve reappointment, the dean may determine the appropriate reappointment percent based on need (i.e. contrary to C.2, below, the reappointment need not be for the same annual average percent as the previous appointment).

C. REAPPOINTMENT CONDITIONS/TERMS OF SERVICE

1. Duration

Following the initial two year reappointment, all subsequent reappointments of a Unit 18 faculty member shall be for three years until the 18th quarter of service is reached. A three-year reappointment means a commitment to at least one quarter of employment as a Unit 18 faculty member in the same department per academic year.

Exceptions to this three-year reappointment requirement are limited to the following reasons:

a) The Unit 18 faculty will reach 18th quarter during the reappointment period. Reappointment may not extend beyond the 18th quarter (24th quarter if FY); the Unit 18 faculty must achieve Continuing Status for appointment beyond the 18th
quarter (see Section VII - Excellence Review and Initial Continuing Appointment).

b) The reappointment is a temporary replacement to teach courses that fulfill temporary academic need in lieu of an instructor who is on leave, sabbatical, withdraws from instruction, separated, or is otherwise unavailable.

c) The reappointment is with a program designed specifically with time-limited positions. This is a very limited exception; see Contract Article 7A.E.2.

If appointed under or more of these exceptions, the Unit 18 faculty member must be provided with a written explanation of the reasoning at the time of reappointment.

2. Appointment Percent

Appointments and percentage expectations are determined individually for each department in which the Unit 18 faculty member is appointed. However, the combined maximum average annual percent (AY or FY) from all employment at the University of California may not exceed 100%.

The minimum average academic/fiscal year percentage shall be the same for all three years of the reappointment, although the quarter-by-quarter percentage may vary.

Any three year reappointment shall be for the same annual average percentage as the previous appointment, or higher. A lower percentage or non-reappointment of a Unit 18 faculty member who is deemed “Teaching Effective” is only possible due to:

a) lack of work (“unavailability of a course assignment for which the Unit 18 faculty is qualified, as determined by the University”), potentially due to

i) programmatic need or change,

ii) budgetary considerations (subject to Article 7A.K.4 of the Contract),

iii) assignment of course(s) to Senate faculty,

iv) assignment of course(s) to a graduate academic student employee or postdoctoral scholar,

v) the University has determined that another current Unit 18 faculty member is more qualified to teach the course(s);

or

b) assignment of course(s) on a time-limited or programmatic basis as defined in Article 7A.E of the Contract.

The Unit 18 faculty member must be notified of the exception reason at the time of appointment or non-reappointment.

The annual appointment percentage of pre-six reappointments that occur after a break in
service shall be determined by the instructional need of the recommending department.

3. Rejection of Reappointment

If the Unit 18 faculty member does not wish to accept the first year of the appointment, in whole or in part, it shall constitute a rejection of the entire offer letter. Departments should then discuss with the Unit 18 faculty on the availability of alternative assignments, where possible.
VII. EXCELLENCE REVIEW AND INITIAL CONTINUING APPOINTMENT

A. GENERAL PROVISIONS

Reappointments which commence after 18 quarters of service in a Unit 18 title in the same department, program, or college at UCSC can be made only when the following two criteria have been met:

1. As a result of an Excellence Review, the Unit 18 faculty member’s teaching performance has been deemed excellent; and
2. There is instructional need in the Unit 18 faculty member’s 19th quarter or 25th fiscal quarter in the same department.

B. EXCELLENCE REVIEW

An Excellence Review shall be conducted when a Unit 18 faculty member receives an appointment that includes an 18th quarter or 24th fiscal quarter of service in the same department. The review period shall include all pre-six quarters of service in the department completed at the time of the Excellence Review. The review period and associated materials are specific to the department conducting the review.

*Article 23.B of the Contract details limited circumstances where Summer Session teaching may, upon request by the Unit 18 faculty member, be counted as a quarter toward Continuing status. The provisions of that article are effective starting with service in 2022.

C. EXCELLENCE REVIEW CRITERIA

Achieving Continuing status will be based on demonstrated excellence. Evaluations of performance will also be made on the basis of assigned instructional duties, academic responsibility per Article 3 of the Contract, and other assigned duties. Length of service and continued competence as a pre-six Unit 18 faculty member alone are not justification for achieving Continuing Status.

Teaching performance shall be evaluated according to the following criteria, as demonstrated by the materials in the review file:

1. Dedication to and engagement with teaching;
2. Command of the subject matter and continued growth in mastering new topics;
3. Organizing and presenting course content effectively and with demonstrated learning outcomes;
4. Setting pedagogical objectives appropriate to the course topic, level, and format;
5. Responding to student work in ways commensurate with student performance, course topic, level, and format;
6. Awakening in students an awareness of the importance of the subject matter;
7. Inspiring interest in beginning students and stimulating advanced students to do complex work;
8. Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work; and
9. Additionally, exceptional instructional performance would include introducing new teaching practices into the course(s).

Due attention should be paid to the variety of demands placed on a Unit 18 faculty member by the types of teaching called for at various levels, and the total performance of the appointee should be judged with proper reference to assigned responsibilities.

Achievements in the Unit 18 faculty member’s assigned responsibilities that promote diversity, equity, and inclusion should be given due recognition in the review process.

Appendix A contains additional criteria appropriate to the Coordinator of Field Work and Supervisor of Teacher Education titles.

**D. PROCEDURES**

The Excellence Review process is conducted in the campus’s online review system.

1. Prior to or at the time of the initiation of the Excellence Review, the Unit 18 faculty member shall be notified in writing of the review and its timing, criteria, and procedure that will be followed. The notification must include specific requirements outlined in Article XX.B.2 of the Contract; departments may contact the divisional office with questions on these requirements. Such notice shall be provided no less than forty-five calendar days prior to the due date for the Unit 18 faculty member to submit their review materials. If less than forty-five days is provided, the Unit 18 faculty member may request an extension to submit the file.

2. The department initiates the Checklist to Assure Fairness.

3. By the established due date, the Unit 18 faculty member submits the following materials in the campus review system:
   
   - a) A current curriculum vitae/bio-bibliography;
   - b) Copies of syllabi;
   - c) A self-statement/self-evaluation of performance, teaching objectives, and teaching activities;
   - d) Examples of assignments, lecture slides, lesson plans, exams, and/or other applicable course material;
   - e) A written list of suggested peers and/or other qualified persons from whom
confidential letters of assessment may be solicited by the department;
f) And, if applicable, any names of individuals whom the candidate believes might not provide an objective evaluation, with an explanation.

4. The Unit 18 faculty member may also submit any of the following optional materials:
   a) Identification of any new courses taught or of existing courses whose structure, approach, or content were substantially reorganized;
   b) Evidence of introduction of new teaching practices and techniques into the course(s) taught;
   c) Notice of any awards or formal mentions for distinguished teaching;
   d) Non-confidential letters of reference* and assessments by departmental Unit 18 faculty, departmental Academic Senate Faculty, other academic appointees, students; and/or others external to the University of California;
   e) A statement describing contributions to diversity, equity, and inclusion in relation to Unit 18 teaching and other assigned duties.
   f) Additional materials relevant to assigned duties.

*The department will solicit confidential letters for the Excellence Review file. (see 5.d below)

5. Review file materials provided by the department will include the following:
   a) A list of the courses taught in the department during the review period;
   b) Student Experience of Teaching Surveys (SETs) for courses taught in the department during the review period;
   c) If applicable, written observations resulting from classroom visitations by colleagues and evaluators;
   d) Confidential letters of assessment from individuals whose names the Unit 18 faculty member has provided and/or from appropriate individuals identified by the department. Redacted copies of any confidential letters must also be included in the file; the identities of persons solicited shall not be disclosed.
   e) Sample copy of the letter soliciting the evaluation. Solicited reviewers must be given UCSC’s confidentiality statement;
   f) List of all persons from whom letters were sought, as well as brief comments on academic standing or category the author represents. Identify each letter writer with an alpha code. This list is confidential from the Unit 18 faculty member under review; and
   g) List of any persons declining to write; include declining letters or memo to file
recording declination (this is confidential from the Unit 18 faculty member under review).

6. Prior to the department review of the Excellence Review file, the Unit 18 faculty member shall be provided with the opportunity to inspect the non-confidential contents of their file, including redacted copies of any confidential letters solicited by the department. At that time, the Unit 18 faculty member will have the option to submit, within five working days, a written statement in response to any materials included in their review file. Any written response will be included in the review file.

7. The responsible department members or review committee will evaluate the file based on the Excellence Review criteria (see VII.C, above). The department shall make reasonable efforts to ensure that a qualified Unit 18 faculty member will participate in the review, although no Unit 18 faculty member will be required to participate. Unless the Unit 18 faculty member on the committee is a standing appointment, the Unit 18 faculty member being reviewed shall be consulted about the Unit 18 faculty appointment on the committee. The assessment and recommendation will be documented in the department recommendation letter which will be added to the Excellence Review file. The recommendation letter should include the following:

   a) Evaluation of qualifications in relation to criteria for a Continuing Appointment;

   b) Evaluation of performance in all assigned duties during the Unit 18 faculty member’s previous appointment in the department.

   c) Recommendation for or against Continuing Appointment.

If the department is recommending a Continuing Appointment:

   a) Proposed annual salary rate consistent with expectations for promotion to Continuing status (see Section XII.C.1 - Compensation);

   b) Percent time based on instructional need determination. In recommending the percent time, the department/program chair or college provost shall distinguish between the base percentage of the Continuing Appointment and any additional percentage that qualifies as a temporary augmentation, if appropriate;

   c) Commencement date of the Continuing Appointment, and the effective dates of any temporary augmentation, if appropriate;

   d) Course assignments and other assigned duties, if known at the time of the recommendation.

8. The file will then be released to the Unit 18 faculty member to review the recommendation. At that time, the Unit 18 faculty member will have the option to submit, within five working days, a written statement in response to the recommendation.
Any written response will be included in the review file.

9. The Excellence Review file will then be forwarded to the Divisional Committee on Academic Personnel. The committee will review the file and provide a written recommendation to the dean. The recommendation will be included in the Excellence Review file.

10. If the review file is found to be incomplete or inadequate during the Excellence Review, additional information may be solicited through the dean’s office. Any new material included in the file as a result of an additional information request shall be provided for the Unit 18 faculty member’s review (consistent with University policy on confidential material), and the Unit 18 faculty member will have the opportunity to include a written statement within five working days, following the Checklist to Assure Fairness process. Additional material will be reviewed by the Divisional Committee on Academic Personnel.

11. The dean will review the file and issue the final decision. The dean’s decision letter will be added to the Excellence Review file which will then be released to the Unit 18 faculty member.

   a) If the Unit 18 faculty member is deemed excellent and has performed service in the 18th quarter or 24th fiscal quarter in the same department:
      i) The dean’s decision letter shall notify the Unit 18 faculty member of their Continuing status; and
      ii) The Continuing Appointee shall advance two salary points on the salary scale.

         1) The dean may grant a merit increase of greater than two salary points on the salary scale, if justified (see Section XII - Compensation).

   b) If there is instructional need (see Section VII.E, below), the dean’s Letter of Continuing Appointment shall be issued to the Unit 18 faculty member. The dean’s letter must include details described in Article 7.C of the Contract, in addition to required campus language. Contact the Academic Personnel Office with any questions about required language.

   c) The letter of Continuing Appointment establishing the base percentage must be sent at least 15 calendar days before the beginning of the academic term in which the Continuing Appointment begins.

   d) If the dean determines that the Unit 18 faculty member has not met the standard of excellence and is not qualified to perform anticipated responsibilities at an excellent level in the department, the dean’s letter will provide an explanation for the decision and will serve as written notification. The Unit 18
faculty member will be released at the end of their appointment and future reappointment in the department will not be permitted.

E. INSTRUCTIONAL NEED TO ESTABLISH A CONTINUING APPOINTMENT

1. Instructional need to establish a Continuing Appointment shall exist when the department determines, and the dean approves, the following with respect to the initial year of the Continuing Appointment:
   a) There is instructional need for the course(s) to be taught by the Unit 18 faculty member in the area in which they have taught.
   b) The Unit 18 faculty member is qualified to teach the course(s).
   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) A Senate Faculty member is designated to teach the course(s) during the next academic year previously assigned to the Unit 18 faculty member;
   b) A 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) is designated to teach the course(s) previously assigned to the 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 Unit 18 faculty member;
   d) The assignment of the Unit 18 faculty member to teach the course(s) conflicts with established departmental academic program requirements for intellectual diversity, as outlined in Article 7A.E.2.b of the Contract.

3. For Unit 18 faculty who have achieved Continuing status but for whom there is not instructional need in the 19th quarter or 25th fiscal quarter as defined above, the dean shall notify the Unit 18 faculty member by the end of the 18th quarter or 24th fiscal quarter, or as soon as practicable, that they have the right of first refusal for two years for Unit 18 work for which they are qualified.

F. ESTABLISHING THE CONTINUING APPOINTMENT PERCENTAGE

1. A Unit 18 faculty member’s initial Continuing appointment percentage will be at least equal to the minimum appointment percentage in the last year of the previous reappointment term. However, it may be lower if, based on the recommendation of the department/program chair or college provost, the dean determines that the courses taught by the Unit 18 faculty member in the previous reappointment term will not be offered, or
will not be taught by the Unit 18 faculty member because Instructional Need has changed due to one of the following reasons:

a) Instructional Need does not exist pursuant to section VII.E, above (see also Article 7B.B of the Contract); or

b) The courses will be taught by a Unit 18 faculty member with more service and there are no other courses taught by less senior Unit 18 faculty members in the area within the department where the candidate for Continuing appointment has been teaching and is qualified to teach.

2. If, after the Unit 18 faculty member has received written confirmation of their initial Continuing appointment percentage, that percentage is to be reduced by no more than a single course, the Unit 18 faculty member must be given thirty days notice prior to the start of the service period of the Continuing appointment, or receive pay in lieu of notice. The Unit 18 faculty member must be notified in writing of the reasons, with a copy to the Union.

3. The dean may set a higher initial Continuing appointment percentage, or may augment the base percentage at a later date (see Article 7C.B of the Contract).

4. Once the initial base Continuing appointment percentage has been set, it may only be reduced in accordance with F.2, above, section XIII - Layoff and Reduction in Time, or the provisions of Contract Article 16, Article 17, or Article 30.
VIII. PROMOTION TO SENIOR CONTINUING LECTURER

A. ELIGIBILITY FOR REVIEW

A Continuing Lecturer who has received at least two consecutive positive merit advancements (following the initial Continuing appointment) in the same department may request a review for promotion to Senior Continuing Lecturer. The request must be made to the department chair within 14 calendar days following notification of eligibility for merit review. See C - Procedures, below, for further details.

The review period for Promotion to Senior Continuing Lecturer is from promotion to Continuing Lecturer to the start of the Senior Continuing Review. The review period and associated materials are specific to the department conducting the review.

B. SENIOR CONTINUING LECTURER CRITERIA

Promotion to Senior Continuing Lecturer is based on exceptional performance in teaching. Evaluations of performance will also be made on the basis of assigned instructional duties, academic responsibility per Article 3 of the Contract, and other assigned duties. Length of service and continued excellent performance as a Continuing Lecturer alone are not justification for promotion.

Teaching performance will be evaluated according to the following criteria, as demonstrated by the materials in the review file:

1. Dedication to and engagement with teaching;
2. Command of the subject matter and continued growth in mastering new topics;
3. Organizing and presenting course content effectively and with demonstrated learning outcomes;
4. Setting pedagogical objectives appropriate to the course topic, level, and format;
5. Responding to student work in ways commensurate with student performance, course topic, level, and format;
6. Awakening in students an awareness of the importance of the subject matter;
7. Inspiring interest in beginning students and stimulating advanced students to do complex work;
8. Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work; and
9. Exceptional instructional performance would include introducing new teaching practices into the course(s).
Teaching contributions that are broad ranging and/or greatly enhance the academic mission of the University, may be considered exceptional.

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 Continuing Lecturer should be judged with proper reference to assigned teaching responsibilities.

Achievements in the Unit 18 faculty member’s assigned responsibilities that promote diversity, equity, and inclusion should be given due recognition in the review process.

C. PROCEDURES
The Promotion to Senior Lecturer Review process is conducted in the campus’s online review system.

1. Upon notification of their next merit review, a Continuing Lecturer who has received at least two consecutive positive merit advancements (following the initial continuing appointment) in the same department may request a Senior Continuing Lecturer Promotion Review.

   a) A request for a promotion review should be made as soon as possible and must be made within fourteen calendar days following notification of eligibility for merit review. Extensions to this deadline may be granted if the Unit 18 member is on a leave of absence at the time of notification.

   b) If the promotion review is not requested within the required deadline, the department will move forward with a Continuing Lecturer Merit Review (see Section IX).

2. Upon confirming eligibility for a promotion review, the Unit 18 faculty member shall be provided a revised notification letter, indicating the promotion review’s timing, criteria, and procedure that will be followed. The notification must include specific requirements outlined in Article XX.B.2 of the Contract; departments may contact the divisional office with questions on these requirements. The new notice should provide the Unit 18 faculty member at least 45 days to submit their review material. If less than forty-five days is provided, the Unit 18 faculty member may request an extension to submit the file.

3. The department initiates the Checklist to Assure Fairness.

4. By the established due date, the Continuing Lecturer submits the following materials in the campus review system:

   a) A current curriculum vitae/bio-bibliography;

   b) Copies of syllabi;

   c) A self-statement/self-evaluation of performance, teaching objectives, and teaching activities;
d) Examples of assignments, lecture slides, lesson plans, exams, and/or other applicable course material;

e) A written list of suggested peers and/or other qualified persons from whom confidential letters of assessment may be solicited by the department;

f) And, if applicable, any names of individuals whom the candidate believes might not provide an objective evaluation, with an explanation.

5. The Continuing Lecturer may also submit any of the following optional materials:

a) Identification of any new courses taught or of existing courses whose structure, approach, or content were substantially reorganized;

b) Evidence of introduction of new teaching practices and techniques into the course(s) taught;

c) Notice of any awards or formal mentions for distinguished teaching;

d) Non-confidential letters of reference* and assessments by departmental Unit 18 faculty, departmental Academic Senate Faculty, other academic appointees, students; and/or others external to the University of California;

e) A statement describing contributions to diversity, equity, and inclusion in relation to Unit 18 teaching and teaching-related duties.

f) Additional materials relevant to assigned duties.

*The department will solicit confidential letters for the Promotion to Senior Lecturer Review file. (see 6.d below)

6. Review file materials provided by the department will include the following:

a) A list of the courses taught in the department;

b) Student Experience of Teaching Surveys (SETs) for courses taught in the department during the review period;

c) If applicable:

i) Written observations resulting from classroom visitations by colleagues and evaluators;

ii) Explanations of deviations from the standard assigned workload.

d) Confidential letters of assessment from individuals whose names the Continuing Lecturer has provided and/or from appropriate individuals identified by the department. Redacted copies of any confidential letters must also be included in the file; the identities of persons solicited shall not be disclosed.

e) Sample copy of the letter soliciting the evaluation. Solicited reviewers must be given UCSC’s confidentiality statement;
f) List of all persons from whom letters were sought, as well as brief comments on academic standing or category the author represents. Identify each letter writer with an alpha code. This list is confidential from the Continuing Lecturer under review; and

g) List of any persons declining to write; include declining letters or memo to file recording declination (this is confidential from the Continuing Lecturer under review).

7. Prior to the department review of the Promotion to Senior Lecturer Review file, the Continuing Lecturer shall be provided with the opportunity to inspect the non-confidential contents of their file, including redacted copies of any confidential letters solicited by the department. At that time, the Continuing Lecturer will have the option to submit, within five working days, a written statement in response to any materials included in their review file. Any written response will be included in the review file.

8. The responsible department members or review committee will evaluate the file based on the Promotion to Senior Lecturer criteria (see VIII.B, above) and determine whether to recommend promotion to Senior Lecturer. The assessment and recommendation will be documented in the department recommendation letter which will be added to the Promotion to Senior Lecturer Review file. The department recommendation should include:

   a) Evaluation of qualifications in relation to the criteria for Senior Continuing status;

   b) Evaluation of performance in all assigned duties during the review period;

   c) Recommendation for or against promotion, with justification.

9. The file will then be released to the Continuing Lecturer to review the recommendation. At that time, the Continuing Lecturer will have the option to submit, within five working days, a written statement in response to the recommendation. Any written response will be included in the review file.

10. The Promotion to Senior Lecturer Review file will then be forwarded to the Divisional Committee on Academic Personnel. The committee will review the file and provide a written recommendation to the dean. The recommendation will be included in the review file.

11. If the review file is found to be incomplete or inadequate during the promotion review, additional information may be solicited through the dean’s office. Any new material included in the file as a result of an additional information request shall be provided for the Continuing Lecturer’s review (consistent with University policy on confidential material), and the Continuing Lecturer will have the opportunity to include a written statement within five working days, following the Checklist to Assure Fairness
process. Additional material will be reviewed by the Divisional Committee on Academic Personnel.

12. The dean will issue the final decision. The dean’s decision letter will be added to the Promotion to Senior Lecturer Review file which will then be released to the Continuing Appointee.

   a) If the Continuing Lecturer is promoted to Senior Continuing Lecturer:

      i) They shall receive an increase of at least three salary points. See XII - Compensation;

      ii) The promotion precludes and supersedes a separate merit increase as a Continuing Lecturer; and

      iii) The effective date of a promotion or merit increase is the July 1 immediately following the academic year in which the review was conducted. Any final decision that is approved after the July 1 effective date shall be retroactively applied.

   b) If the Continuing Lecturer is not promoted to Senior Continuing Lecturer:

      i) The review file will still be reviewed for merit in accordance with Section IX - Merit Review Procedures for Continuing and Senior Continuing Appointees; and

      ii) The Continuing Lecturer will be eligible to request a promotion review at the next normative merit review, provided excellence has been maintained.
IX. MERIT REVIEW PROCEDURES FOR CONTINUING AND SENIOR CONTINUING APPOINTEES

A. ELIGIBILITY FOR REVIEW

1. Continuing Unit 18 Faculty
   a) A Continuing Unit 18 faculty member shall be considered for a merit increase at least once every three years of active service following the initial Continuing appointment.

2. Senior Continuing Lecturer
   a) A Senior Continuing Lecturer shall be considered for a merit increase at least once every three years of active service following promotion to Senior Continuing Lecturer.
   b) A Senior Continuing Lecturer may request in writing that their Merit Review be accelerated. If the department agrees to consider the acceleration, appropriate justification should be included alongside the department’s recommendation (see Section XII.D.1 - Compensation).

3. The review period shall include all quarters of service in the department completed since the previous review period end date. The review period and associated materials are specific to the department conducting the review.

4. The effective date of a merit increase will be July 1 of the academic year immediately following the year that the Merit Review was conducted.

5. Deferral: A Continuing Appointee may request in writing that their merit review be deferred for one year. Department chairs have authority to approve such a deferral. If a review is deferred, the effective date of the merit will also be deferred.

B. MERIT REVIEW CRITERIA

1. Continuing Unit 18 Faculty
   Consideration for a merit increase for a Continuing Unit 18 faculty member shall be made on the basis of maintaining excellent performance in teaching.

   Appendix A contains additional criteria appropriate to Coordinator of Field Work and Supervisor of Teacher Education.

2. Senior Continuing Lecturer
   Consideration for a merit increase for a Senior Lecturer shall be made on the basis of maintaining exceptional performance in teaching.
Instructional contributions that are broad ranging and/or greatly enhance the academic mission of the University may be considered exceptional.

3. For both Continuing Unit 18 Faculty and Senior Continuing Lecturers, evaluations of performance will also be made on the basis of assigned instructional duties, academic responsibility per Article 3 of the Contract, and other assigned duties.

Teaching performance will be evaluated according to the following criteria, as demonstrated by the materials in the review file:

a) Dedication to and engagement with teaching;

b) Command of the subject matter and continued growth in mastering new topics;

c) Organizing and presenting course content effectively and with demonstrated learning outcomes;

d) Setting pedagogical objectives appropriate to the course topic, level, and format;

e) Responding to student work in ways commensurate with student performance, course topic, level, and format;

f) Awakening in students an awareness of the importance of the subject matter;

g) Inspiring interest in beginning students and stimulating advanced students to do complex work;

h) Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work; and

i) Additionally, exceptional instructional performance would include introducing new teaching practices into the course(s).

Due attention should be paid to the variety of demands placed on a Unit 18 faculty member by the types of teaching called for at various levels, and the total performance of the Continuing Appointee should be judged with proper reference to assigned teaching responsibilities.

Achievements in the Unit 18 faculty member’s assigned responsibilities that promote diversity, equity, and inclusion should be given due recognition in the review process.

C. PROCEDURES

The Merit Review process is conducted in the campus’s online review system.

1. Prior to or at the time of the initiation of a Merit Review, the Continuing Appointee shall be notified in writing of the review and its timing, criteria, and procedure that will be followed. The notification must include specific requirements outlined in Article XX.B.2 of the Contract; departments may contact the divisional office with questions on
these requirements. Such notice shall be provided no less than forty-five calendar days prior to the due date for the Continuing Appointee to submit their review materials. If less than forty-five days is provided, the Unit 18 faculty member may request an extension to submit the file.

2. The department initiates the Checklist to Assure Fairness.

3. By the established due date, the Continuing Appointee submits the following material in the campus review system:
   a) A current curriculum vitae/bio-bibliography;
   b) Copies of syllabi;
   c) A self-statement/self-evaluation of performance, teaching objectives, and teaching activities;
   d) Examples of assignments, lecture slides, lesson plans, exams, and/or other applicable course material;
   e) If applicable, any names of individuals whom the candidate believes might not provide an objective evaluation, with an explanation.

4. The Continuing Lecturer may also submit any of the following optional materials:
   a) Identification of any new courses taught or of existing courses whose structure, approach, or content were substantially reorganized;
   b) Evidence of introduction of new teaching practices and techniques into the course(s) taught;
   c) Notice of any awards or formal mentions for distinguished teaching;
   d) Non-confidential letters of reference and assessments by departmental Unit 18 faculty, departmental Academic Senate Faculty, other academic appointees, students; and/or others external to the University of California;
   e) A statement describing contributions to diversity, equity, and inclusion in relation to Unit 18 teaching and teaching-related duties.
   f) Additional materials relevant to assigned duties.

5. Review file materials provided by the department will include the following:
   a) A list of the courses taught in the department during the review period;
   b) Student Experience of Teaching Surveys (SETs) for courses taught in the department during the review period;
   c) If applicable:
      i) Written observations resulting from classroom visitations by colleagues
and evaluators;
ii) Explanations of deviations from the standard assigned workload.

6. Confidential external letters shall not be solicited for continuing merit reviews.

7. Prior to the department review of the Merit Review file, the Continuing Appointee shall be provided with the opportunity to inspect the non-confidential contents of their file, including any redacted copies of any confidential letters solicited by the department. At that time, the Continuing Appointee will have the option to submit, within five working days, a written statement in response to any materials included in their review file. Any written response will be included in the review file.

8. The responsible department members or review committee will evaluate the file based on the appropriate Merit Review criteria for the appointment type (i.e. Continuing or Senior Continuing, see Section IX.B, above) and determine whether to recommend a merit increase. The assessment and recommendation will be documented in the recommendation letter which will be added to the Merit Review file. The department recommendation letter should include the following:

   a) Evaluation of qualifications in relation to criteria for a merit;
   b) Evaluation of performance in all assigned duties during the review period;
   c) Merit recommendation.

   i) If criteria for merit is met, the recommendation must be for two salary points (6%). Any exceptional recommendations must include justification (see Section XII - Compensation).
   ii) If criteria for merit is not met (e.g. there has been a significant decline in the quality of the candidate’s performance), the file and letter must specifically identify how the candidate has failed to maintain the excellent (Continuing) or exceptional (Senior Continuing) performance standard.

9. The file will then be released to the Continuing Appointee to review the recommendation. At that time, the Continuing Appointee will have the option to submit, within five working days, a written statement in response to the recommendation. Any written response will be included in the review file.

10. The Merit Review file will then be forwarded to the Divisional Committee on Academic Personnel. The committee will review the file and provide a written recommendation to the dean. The recommendation will be included in the review file.

11. If the review file is found to be incomplete or inadequate during the Merit Review, additional information may be solicited through the dean’s office. Any new material included in the file as a result of an additional information request shall be provided for the Unit 18 faculty member’s review (consistent with University policy on confidential
material), and the Unit 18 faculty member will have the opportunity to include a written statement within five working days, following the Checklist to Assure Fairness process. Additional material will be reviewed by the Divisional Committee on Academic Personnel.

12. The dean will review the file and issue the final decision. The dean’s decision letter will be added to the Merit Review file which will then be released to the Continuing Appointee.

   a) If a merit increase is approved:

      i) The Continuing/Senior Continuing Appointee shall advance two salary points on the salary scale.

      ii) The dean may grant a merit increase of greater than two salary points on the salary scale, if justified.

   b) If a merit increase is denied:

      i) The dean’s letter will provide an explanation for the decision and will serve as written notification.

      ii) Following the completion of the review, a written remediation shall be provided in accordance with procedures outlined in Article 30 - Discipline and Dismissal. The dean's office should consult with Labor Relations and Academic Personnel for assistance in this case.
X. SUPPLEMENTAL ASSIGNMENT AND TEMPORARY AUGMENTATION

A. GENERAL PROVISIONS

1. In accordance with Article 7C.B.3 and Article 7A.C.6 of the Contract, a temporary increase to a Continuing Appointee’s base percentage or a Pre-Six Appointee’s current appointment percentage may be offered to meet temporary academic instructional needs that may result from:

   a) faculty leaves;
   b) circumstances which require emergency course coverage;
   c) the need to deliver instruction until newly hired senate faculty are scheduled to begin teaching;
   d) temporary and/or unanticipated fluctuations in enrollment; or
   e) programmatic change designed to meet the academic mission of the University.

2. Any proposed temporary increase shall not cause the Unit 18 faculty member’s University appointment percentage to exceed 100%.

3. Obligation and Consideration

   a) Continuing Appointees: The department shall consider part-time Unit 18 continuing appointees for additional assignments.
   b) Pre-Six Appointees: Department/program chairs and college provosts are encouraged to consider currently appointed part-time Unit 18 pre-six faculty for supplemental assignments prior to considering external applicants.
   c) Notwithstanding the obligation and encouragement as described in a. and b. above, the dean retains the discretion to assign the course to another academic appointee.

B. SUPPLEMENTAL ASSIGNMENTS (PRE-SIX UNIT 18 APPOINTEES)

1. Supplemental assignments are course assignments or additional responsibilities that temporarily increase a Pre-Six Unit 18 Faculty Member’s current appointment percentage.

   a) Supplemental assignments that span less than three consecutive academic/fiscal years do not create an obligation to increase the appointment percentage in subsequent year(s) of the existing appointment or future reappointments.
b) Upon a supplemental assignment in the third consecutive or fiscal year, the supplemental percentage will be added to the minimum average academic/fiscal year appointment percentage for the subsequent year and/or reappointment.

2. Department/program chairs and college provosts are encouraged to consider currently appointed part-time Unit 18 faculty for supplemental assignments prior to considering external applicants.

C. TEMPORARY AUGMENTATION (CONTINUING APPOINTEES)

1. Temporary augmentations made to the base appointment percentage of a Unit 18 Continuing Appointee or a Continuing Senior Lecturer which are of a distinct and finite period of one year or less shall not be added to the continuing appointment base.

2. When a Continuing Appointee receives a temporary augmentation for the same course in three or more consecutive academic years, they shall have a permanent augmentation to the appointment base.
XI. PAY PERIODS

A. FULL-YEAR APPOINTMENTS: 9/12 BASIS

1. For Unit 18 faculty appointed to teach all three quarters (nine months) of an academic year, the pay period dates are July 1 through the following June 30 (twelve months). The pay period dates for each quarter are:

   - FALL QUARTER: July 1 through October 31 (paycheck dates 8/1, 9/1, 10/1, 11/1)
   - WINTER QUARTER: November 1 through February 28 (paycheck dates 12/1, 1/1, 2/1, 3/1)
   - SPRING QUARTER: March 1 through June 30 (paycheck dates 4/1, 5/1, 6/1, 7/1)

2. The 9/12 basis is used regardless of the percent of time of the appointment, and shall be used when a full year appointment (including supplemental assignments) within the same department is offered at any time prior to the commencement of fall quarter service.

3. If a Unit 18 faculty appointment is made on the 9/12 basis in the first year of a multi-year appointment, all subsequent years of that appointment shall also be 9/12 basis, regardless of the teaching schedule in subsequent years.

B. PARTIAL-YEAR APPOINTMENTS: 9/9 BASIS

1. Unit 18 faculty appointed to teach one or two quarters of an academic year are paid in three installments per quarter. Such installments are called one-ninth payments and each month's installment is based on a rate equal to one-ninth of the full nine-month (academic year) salary rate. Pay periods are as follows regardless of the percent of time of the appointment for the one or two quarters:

   - FALL QUARTER: October 1 through December 31 (paycheck dates 11/1, 12/1, 1/1)
   - WINTER QUARTER: January 1 through March 31 (paycheck dates 2/1, 3/1, 4/1)
   - SPRING QUARTER: April 1 through June 30 (paycheck dates 5/1, 6/1, 7/1)

2. Since the 9/9 pay period is shorter than the 9/12 pay period, the percentage of a 9/9 basis appointment is higher than the percentage of a 9/12 appointment for the same workload. Unit 18 faculty appointed for one or two quarters shall be paid on the 9/9 basis, unless the appointee has a concurrent appointment in another department on the 9/12 basis, in which case the 9/9 appointment may be converted to 9/12 in order to avoid exceeding 100% time.

C. SERVICE DATES
1. Service dates reflect the actual service period. For example, for fall quarter service, a Unit 18 faculty member is expected to work from the first day of the quarter through the last day of the quarter. Note that the quarter begins before formal instruction begins. The dates are published annually in the Academic and Administrative Calendar distributed by the Registrar's office.

2. Because service and pay periods differ, unexpected leaves without salary or mid-term resignation might result in overpayment that must be reimbursed to the University. Calculations for reimbursement will usually be made on a "daily rate" basis (see APM 600 Appendix 2).

D. FISCAL-YEAR APPOINTMENTS: 12/12 BASIS

1. Unit 18 faculty on a fiscal-year basis have assigned duties throughout the entire calendar year (12 months) as opposed to the academic year (9 months). Pay periods match service periods and are determined based on when the work takes place.
XII. COMPENSATION

A. GENERAL PROVISIONS

Individuals appointed to Unit 18 titles are compensated at a rate set forth in the applicable published Salary Scales, matched to a salary point. Unit 18 compensation may not be off-scale. Determination of salary rate at initial appointment is based on criteria such as professional qualifications, responsibilities of the position, and resources available.

B. PRE-SIX YEAR UNIT 18 FACULTY SALARY INCREASES

1. Upon reappointment following the initial appointment and assessment, the Unit 18 faculty member will receive a one-salary point (3%) pay increase.*

2. Upon reappointment after a determination of teaching effectiveness (i.e. a positive pre-six academic review outcome), the Unit 18 faculty member will receive a one-salary point (3%) merit increase.*

*Unit 18 faculty members who, prior to AY 2022-23, received a 6% (or greater) salary increase in advance of or following their 9th quarter of service in the same department, are not eligible for the salary/merit increases upon reappointment as a pre-six Unit 18 member.

C. CONTINUING APPOINTMENT MERIT INCREASES

1. Initial Continuing - At time of initial Continuing Appointment, the Unit 18 faculty member shall receive a two-point (6%) merit increase, if they have met the excellence standard.

2. Continuing Merit - At time of merit review, if the Continuing Appointee is found to have maintained the excellence standard, the Continuing Appointee shall receive a two-point (6%) merit increase.

3. Promotion to Senior Continuing - Following a successful promotion to Senior Continuing Lecturer, the Unit 18 faculty member shall receive an increase of at least three salary points (9%).

4. Senior Continuing Merit - At the time of merit review, if the Senior Continuing Appointee is found to have maintained exceptional performance, they shall receive a two-point (6%) merit increase.

D. ADDITIONAL CONSIDERATIONS AND RESTRICTIONS

1. Advancement or salary increases beyond expectations outlined in the Contract (e.g. accelerations, market-rate adjustments, equity) should only be considered in exceptional circumstances. If a department considers such an increase warranted or necessary, a letter of justification and appropriate supporting documentation, including the number of salary points recommended, must be included with the reappointment or merit file.
2. Unit 18 salary may not exceed the maximum of the Unit 18 salary scale.
XIII. LAYOFF, REDUCTION IN TIME, AND RE-EMPLOYMENT OF UNIT 18 ACADEMIC APPOINTEES

A. RESPONSIBILITY

The University has the sole discretion to determine when a layoff or reduction in time is necessary, and to determine the function(s) and the title code(s) to be reduced.

B. DEFINITION

1. A layoff is an involuntary separation from employment prior to the expiration of the appointment that occurs because of lack of work, budgetary considerations, or programmatic change that results in a lack of work. A decision not to reappoint is not a layoff.

2. A reduction in time is an involuntary reduction in the percentage of time of appointment during the term of the appointment that occurs because of lack of work, budgetary considerations, or programmatic change that results in a lack of work.

3. Seniority is based on the number of quarters of service on pay status in the bargaining unit, in the same department, program, or unit. When Unit 18 faculty have the same number of quarters of service on pay status in the bargaining unit in the same department, program, or unit, seniority is determined by following the steps outlined in Article 17.B.4.a. I-iv of the Contract.

C. SELECTION AND ORDER OF LAYOFF OR REDUCTION IN TIME

1. When there is no substantial difference in the degree of special skills, knowledge or ability essential to the department as determined by the department chair, the order of layoff or reduction in time shall be in inverse order of seniority.

2. When a pre-six year Unit 18 faculty member and a Continuing Appointee are teaching the same course in the same department, the pre-six year Unit 18 faculty member shall be laid off before the Continuing Appointee.

3. When a layoff or reduction in time is necessary, the department chair shall report to the dean the reasons for the order of layoff and shall recommend its implementation.

4. The dean shall review the recommendation and shall make the final decision.

D. LAYOFF UNIT

The layoff unit shall be the department, college, program, or equivalent unit. The provisions of this section do not nullify or modify the applicable University and campus policies or procedures that exist or may be developed pertaining to disestablishment of an academic unit.

E. ALTERNATIVES TO LAYOFF
When the dean determines that layoffs or reductions in time of Unit 18 faculty members are necessary, the dean will consider various alternatives to layoff, such as: attrition, retirement, the non-reappointment or layoff of Pre-Six Year Unit 18 faculty, and voluntary reductions in Unit 18 faculty staffing within the department, in order to avoid a layoff.

**F. NOTICE OF LAYOFF OR REDUCTION IN TIME**

Affected Unit 18 faculty in the department shall be given written notice of the effective date of any layoff or reduction in time. Generally, the notice period is counted from the effective pay date of the appointment. The written notice shall include the basis for the layoff or reduction in time. Affected Unit 18 faculty shall also be notified of their right to re-employment and will be advised to maintain an up-to-date CV with the division during the period of layoff or reduction in time. The AFT shall be given a copy of the layoff notice within five business days of its issuance.

Advanced notice (or pay in lieu of notice) shall be provided in accordance with the following charts. For Pre-six Unit 18 faculty:

<table>
<thead>
<tr>
<th>Appointment type and duration</th>
<th>Action</th>
<th>Advance written layoff notice</th>
<th>Reduction in time notice</th>
<th>Pay in Lieu of Notice</th>
<th>Reemployment Rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. All pre-six Unit 18 faculty</td>
<td>Either layoff or reduction in time of one IWC or less, or one course if valued at greater than one IWC</td>
<td>Thirty (30) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>For the remaining duration of the appointment prior to the layoff or reduction in time</td>
</tr>
<tr>
<td>b. Pre-six Unit 18 faculty on quarter 1/9 appointments, or the first year of an initial 9/12 academic year appointment</td>
<td>Either layoff or reduction in time of multiple courses that combined exceed one IWC</td>
<td>Thirty (30) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>For the remaining duration of the appointment prior to the layoff or reduction in time</td>
</tr>
<tr>
<td>c. Pre-six Unit 18 faculty with 9/12 academic year appointments, with four (4) through nine (9) full or partial quarters of University service in the layoff unit</td>
<td>Either Layoff or reduction in time of multiple courses that combined exceed one IWC</td>
<td>Sixty (60) calendar days</td>
<td>Sixty (60) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>For the remaining duration of the appointment prior to the layoff or reduction in time</td>
</tr>
<tr>
<td>d. Pre-six Unit 18 faculty with 9/12 appointments, with ten (10) full or partial quarters of University service in the layoff unit</td>
<td>Either Layoff or reduction in time of multiple courses that combined</td>
<td>Ninety (90) calendar days</td>
<td>Ninety (90) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>For the remaining duration of the appointment prior to the layoff or reduction in time</td>
</tr>
</tbody>
</table>
For Continuing Unit 18 Faculty:

<table>
<thead>
<tr>
<th>Appointment type and duration</th>
<th>Action</th>
<th>Advance written layoff notice</th>
<th>Reduction in time notice</th>
<th>Pay in Lieu of Notice</th>
<th>Reemployment Rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Continuing Unit 18 Faculty</td>
<td>Reduction in time of one IWC or less, or one course if valued at more than one IWC</td>
<td>n/a</td>
<td>Thirty (30) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>Two (2) years from the effective date of the reduction in time</td>
</tr>
<tr>
<td>b. Continuing Unit 18 Faculty</td>
<td>Reduction in time of multiple courses that combined exceed one IWC</td>
<td>n/a</td>
<td>Sixty (60) calendar days</td>
<td>Sixty (60) calendar days</td>
<td>Two (2) years from the effective date of the reduction in time</td>
</tr>
<tr>
<td>c. Continuing Unit 18 Faculty</td>
<td>Layoff</td>
<td>Twelve (12) months</td>
<td>n/a</td>
<td>Twelve (12) months</td>
<td>Two (2) years from the effective date of the reduction in time</td>
</tr>
<tr>
<td>d. Senior Continuing Unit 18 Faculty</td>
<td>Reduction in time of one IWC or less, or one course if valued at more than one IWC</td>
<td>n/a</td>
<td>Thirty (30) calendar days</td>
<td>Thirty (30) calendar days</td>
<td>Three (3) years from the effective date of the reduction in time</td>
</tr>
<tr>
<td>e. Senior Continuing Unit 18 Faculty</td>
<td>Reduction in time of multiple courses that combined exceed one IWC</td>
<td>n/a</td>
<td>Sixty (60) calendar days</td>
<td>Sixty (60) calendar days</td>
<td>Three (3) years from the effective date of the reduction in time</td>
</tr>
<tr>
<td>f. Senior Continuing Unit 18 Faculty</td>
<td>Layoff</td>
<td>Twelve (12) months</td>
<td>n/a</td>
<td>Twelve (12) months</td>
<td>Three (3) years from the effective date of the reduction in time</td>
</tr>
</tbody>
</table>

G. RE-EMPLOYMENT

1. Unit 18 faculty who have been laid off or reduced in time have reemployment rights for the period of time indicated in the chart above. Whenever the division decides to fill a
vacancy, the division will review its list of Unit 18 faculty who have been laid off or reduced in time to determine if there is anyone with reemployment rights to the vacancy. If the division, upon recommendation of the layoff unit, determines that a Unit 18 faculty member with reemployment rights is qualified for the position, the division will offer that Unit 18 faculty member the position.

2. If more than one qualified person is on layoff status or reduced in time from the same layoff unit, the order of reemployment shall be on the basis of special skills, knowledge or ability essential to the department as determined by the department chair. When there is no substantial difference in the degree of special skills, knowledge or ability, the order of re-employment shall be in inverse order of layoff.

3. In the event the University decides to offer temporary re-employment opportunities of no more than one quarter in the same department and title code from which a Unit 18 faculty member has been laid off or reduced in time, the temporary re-employment does not constitute a recall for re-employment purposes. Further a Unit 18 faculty member’s acceptance of temporary re-employment of no more than one quarter will not nullify their layoff status. Should instructional need exist beyond this temporary period, the Unit 18 faculty member’s re-employment status prior to the layoff or reduction in time will be reinstated.

4. The right to re-employment terminates if:

   a. The Unit 18 faculty member accepts an appointment at the same or higher percentage of time in the same title and layoff unit from which they were reduced in time or laid off;

   b. The Unit 18 faculty member does not respond affirmatively within fourteen (14) calendar days to the layoff unit’s second written offer of reemployment at the same or higher percentage of time as the position from which they were laid off, sent to their last known personal email and postal addresses on file. The second written offer must be separate from the first offer. However, the right to reemployment does not terminate if the two offers are for courses/work within the same academic year or if the NSF is unable to resume employment because of other employment commitments made in response to the layoff. If the division is attempting to fill a vacancy on an urgent basis and if a laid-off or reduced in time Unit 18 faculty member cannot be reached and/or does not respond within seven (7) calendar days, the division may fill the position. The Unit 18 faculty member in this instance does not waive future re-employment rights.

**H. PLACEMENT ASSISTANCE**
To the extent available, the University will, upon request, provide placement assistance to any Unit 18 faculty member who has been laid off.

I. BENEFIT COVERAGE WHILE ON LAYOFF

A Unit 18 faculty member on layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the Unit 18 faculty member. They should be referred to the Benefits Office for information.
A. EVALUATION OF NON-LECTURER UNIT 18 APPOINTEES, INCLUDING COORDINATORS OF FIELD WORK AND SUPERVISORS OF TEACHER EDUCATION

The language of the Unit 18 Contract tends to concentrate on the terms and conditions of employment of those bargaining unit members whose principal duties involve classroom instruction. This may lead to some ambiguity regarding evaluation criteria for those unit members whose principal duties are other than traditional classroom instruction (e.g., Coordinators of Field Work and Supervisors of Teacher Education).

However, Articles 7A, B, C, and D of the Contract do provide general statements of the policies governing appointments and reappointments of all Unit 18 titles and these articles are sufficiently broad to adequately describe the general policy that covers unit members whose primary duties are classroom instruction and those who are not primarily assigned to the classroom.

Articles 7A, B, C, and D of the Contract and CAPM 516.000 give examples of appropriate measures of instructional performance, types of evidence to be used in the evaluation process, and list a number of qualities to be evaluated for both Pre-Six Year and Continuing Appointees in the bargaining unit. The list of qualities to be evaluated tends to concentrate on issues of instructional performance of classroom teachers. This list is clearly a list of examples and is not exhaustive; additional qualities may be defined that are appropriate to the evaluation of unit members whose duties are other than classroom instruction. In order to provide guidance for the review and evaluation of unit members whose duties are other than classroom instruction, additional examples of criteria and evidence to be evaluated for Coordinators of Field Work and Supervisors of Teacher Education are provided in Section B below.

B. EXAMPLES OF ADDITIONAL CRITERIA AND EVIDENCE APPROPRIATE TO THE EVALUATION OF COORDINATORS OF FIELD WORK AND SUPERVISORS OF TEACHER EDUCATION

1. Criteria: In addition to the criteria given in the Contract and in CAPM 516.000, performance for Coordinators of Field Work and/or Supervisors of Teacher Education is to be measured by evaluation of evidence demonstrating such qualities as:

   a. ability to assist students in preparing for extramural learning experiences;
b. ability to assist students in locating appropriate off-campus assignments;

c. ability to develop productive relationships with organizations and agencies that contribute to appropriate off-campus assignments;

d. ability to maintain the educational standards of extramural learning experiences in accordance with policies set by the academic department or program oversight committee; and

e. performance on and contributions to assigned responsibilities on academic and administrative committees.

2. Evidence: In addition to the evidence given in the Contract and in CAPM 516.000, evidence for the evaluation of Coordinators of Field Work and/or Supervisors of Teacher Education is exemplified by the following:

   a. assessments of officials in off-campus agencies who are responsible for providing in field supervision of students enrolled in extramural learning projects;

   b. development of new opportunities for extramural learning experiences by students;

   c. development of effective means of communicating to students the range of extramural learning experiences available; and

   d. assessments by faculty and/or staff or contributions to assigned academic administrative committees.