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for AFT  
By L AL

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**ARTICLE 7b**  
**PROCESS FOR ~~INITIAL~~ ACHIEVING CONTINUING APPOINTMENTS ~~STATUS AND~~  
CONTINUING APPOINTMENTS**

**A. GENERAL PROVISIONS**

1. This Article article contains the policies and procedures that govern the process by which NSF ~~become~~ achieve Continuing Appointees status. ~~Any continuing appointment shall be preceded by a University determination that 1) there is instructional need in accordance with Section B., and 2) following an academic review, the individual under consideration is excellent.~~
2. When an NSF receives an appointment that includes an 18<sup>th</sup> quarter, 12<sup>th</sup> semester or 24<sup>th</sup> fiscal quarter of service in the same department, program, or unit, the University ~~has determined, consistent with this MOU, that an instructional need exists, UC will review an NSF who has completed six years of service for the University, as defined in Section A.2., to determine if s/he meets the excellence standard required for an appointment to a Continuing Appointment. The University shall conduct the excellence review in accordance with this Article.~~
3. The University shall conduct ~~complete~~ the excellence review ~~for a continuing appointment in the academic year in which the 18th quarter, or 12th semester~~ or 24<sup>th</sup> fiscal quarter of service occurs, and the University shall complete the excellence review prior to the commencement of the 19<sup>th</sup> quarter, 13<sup>th</sup> semester or 25<sup>th</sup> fiscal quarter. However, the University shall not be obligated to complete an excellence review if the NSF does not perform service in an eighteenth (18<sup>th</sup>) quarter, twelfth (12<sup>th</sup>) semester or twenty-fourth (24<sup>th</sup> fiscal quarter. Following completion of the excellence review, the University shall notify the NSF of the results.
4. If as a result of the excellence review the NSF is deemed excellent, and the NSF has performed service in the 18<sup>th</sup> quarter, 12<sup>th</sup> semester or 24<sup>th</sup> fiscal quarter in the same department, program, or unit, of this review, the University determines that the NSF is qualified to perform anticipated responsibilities at an excellent level in the area in which the University has determined that instructional need exists, the NSF shall be appointed to ~~a~~ have Continuing Appointment status in accordance with this Article.
5. Conversely, if, as a result of this review, the University determines that

the NSF is not qualified to perform anticipated responsibilities at an excellent level in the department, program, or unit area in which the University has determined that instructional need exists, the NSF will be released at the end of her/his appointment.

6. For NSF who have achieved Continuing status and for whom there is instructional need in the 19<sup>th</sup> quarter, 13<sup>th</sup> semester or 25<sup>th</sup> fiscal quarter as defined in Section B below, the University shall provide notice of a Continuing appointment in accordance with Article 7c by the end of the 18<sup>th</sup> quarter, 12<sup>th</sup> semester or 24<sup>th</sup> fiscal quarter, or as soon as practicable.
7. For NSF who have achieved Continuing status but for whom there is not instructional need in the 19<sup>th</sup> quarter, 13<sup>th</sup> semester or 25<sup>th</sup> fiscal quarter as defined in Section B below, the University shall notify the NSF by the end of the 18<sup>th</sup> quarter, 12<sup>th</sup> semester or 24<sup>th</sup> fiscal quarter, or as soon as practicable, that they have the right of first refusal for two years for NSF work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another NSF, as specified in Article 17, Layoff.
8. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 19<sup>th</sup> quarter, 13<sup>th</sup> semester or 25<sup>th</sup> fiscal quarter, regardless of when the excellence review is completed.
9. Nothing in this MOU shall preclude a department, program, or unit from hiring an NSF who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the NSF shall be hired as a Continuing Appointee.
10. If an NSF is not deemed excellent, the University shall provide the NSF timely notice.

~~One (1) year of employment is defined as three (3) quarters or two (2) semesters for academic year appointees, and four (4) quarters or equivalent for fiscal year appointees, at any percentage in any unit title in the same department, program or unit at the same campus.~~

- ~~a. Except as provided for in this MOU, the University has the sole discretion to make determinations regarding appointments and reappointments, who teaches a course, the duration of an appointment, the assignments of an individual, and the assessment of performance. Such decisions are not subject to~~

~~the grievance or arbitration provisions of this Agreement except to the extent they reflect or result from University actions that are, themselves, grievable and arbitrable.~~

- ~~b. The needs assessment shall be completed no later than 12 months prior to the conclusion of the 18<sup>th</sup> quarter or 12<sup>th</sup> semester of service in the same department, program, or unit.~~

## ~~B. REVIEW FOR AND NOTICE OF CONTINUING APPOINTMENTS~~

- ~~1. The University shall complete the excellence review for a continuing appointment in the academic year in which the 18<sup>th</sup> quarter or 12<sup>th</sup> semester of service occurs. Following completion of the review, the University shall notify the NSF of the results.~~
- ~~2. The NSF may submit a written response to her/his evaluation, which shall be included in her/his review file.~~

## **B. FISCAL YEAR APPOINTEES**

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

## **C. INSTRUCTIONAL NEED**

1. Instructional need to establish a continuing appointment shall exist when the University determines the following with respect to ~~the initial year of the Continuing Appointment:~~ **the nineteenth (19<sup>th</sup>) quarter, thirteenth (13<sup>th</sup>) semester or 25<sup>th</sup> fiscal quarter.**
  - a. there is a departmental need for courses to be taught by NSF in the area in which the NSF member has taught; and
  - b. the NSF member is qualified to teach those courses; and
  - c. a Continuing Appointee is not already expected to teach the course(s).
2. Instructional need to establish a continuing appointment will not exist when:
  - a. Senate Faculty is designated to teach the course(s) during the

next academic year previously assigned to the NSF;

- b. graduate Academic Student Employees (ASEs) whose training is in the same department or related discipline, or where the assignment is made pursuant to an academic plan for pedagogical training of the ASE, are designated to teach the course(s) ~~beginning~~ **previously assigned to the NSF** during the next academic year ~~previously assigned to the NSF;~~
- c. an unanticipated distinguished Visiting Professor, or Adjunct Professor, is designated to teach the course(s) during the next academic year previously assigned to the NSF;
- d. the assignment of the NSF to teach the course(s) conflicts with established departmental academic program requirements for intellectual diversity, as outlined in Article 7a.~~C~~.**D**.2.b.

**D. SPECIAL NOTICE REQUIREMENT FOR ANTIICIPATED REDUCTION OF INITIAL CONTINUING APPOINTMENT**

**If, prior to the issuance of the Letter of Continuing Appointment, the University determines that an NSF who has been appointed to an 18th quarter, 12<sup>th</sup> semester or 24<sup>th</sup> fiscal quarter will have an initial continuing appointment percentage that is less than that of the previous year, the University will provide notice to the NSF as soon as practicable, with a copy to the Union.**

**E. EVALUATION CRITERIA**

Evaluations of the academic qualifications or performance of NSF for purposes of consideration for a continuing appointment shall be made on the basis of demonstrated excellence in the field and in teaching, academic responsibility, and other assigned duties which may include University co-curricular and community service.

1. Instructional performance is measured by evaluation of evidence demonstrating such qualities as:
  - a. command of the subject matter and continued growth in mastering new topics;
  - b. ability to organize and present course materials;

- c. ability to awaken in students an awareness of the importance of the subject matter;
  - d. ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work; and
  - e. achievements of students in their field.
2. Due attention should be paid to the variety of demands placed on instructors by the types of teaching called for at various levels, and the total performance of the NSF should be judged with proper reference to assigned teaching responsibilities.

**F. EVALUATION OF TEACHING EXCELLENCE REVIEW**

1. **The University shall notify the NSF As soon as practicable, but prior to the initiation of a review, the University shall notify the NSF in writing of the review, its timing, criteria, and the procedure that will be followed. Such notice shall be no less than thirty (30) calendar days, when practicable. Should the University provide less than thirty (30) calendar days notice, the University shall not unreasonably deny an extension to the NSF to submit his/her materials for the review file.**
2. ~~The following exemplify excellence in teaching.~~ All relevant materials shall be given due consideration. **These may include:**
  - a. student evaluations, provided that the quantitative measure in the student evaluation is not the sole criterion for evaluating teaching excellence;
  - b. assessment by former students who have achieved notable professional success;
  - c. assessments by other members of the department, program or unit, and other appropriate faculty members;
  - d. development of new and effective techniques of instruction and instructional materials; and
  - e. assessments resulting from classroom visitations by colleagues and evaluators.
3. An NSF may provide a self-statement or self-evaluation of her or

his teaching objectives and performance.

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

8. The NSF may submit a written ~~comments~~ response to the recommendation from the department, program or unit, which ~~that~~ shall be included in her/his ~~personnel~~ excellence review file.
9. An evaluation of an NSF shall be based on an academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non- excellence shall be based upon the material contained in the academic review file.

### G. GRIEVABILITY AND ARBITRABILITY

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