

State of California
M e m o r a n d u m



To: Philip Bailey, Dave Christy, Douglas Epperson,
Debra Larson, Christine Theodoropoulos, and
David Wehner

Date: September 26, 2012

From: Albert A. Liddicoat *aal*
Associate Vice Provost for Academic Personnel

Copies: Kathleen Enz Finken
Department Heads/Chairs
College Analysts
Academic Personnel Staff

Subject: New Periodic Evaluation Requirements for Lecturers

On September 18, 2012 the CSU Board of Trustees ratified the successor CSU-CFA Collective Bargaining Agreement for immediate implementation. The Collective Bargaining Agreement includes a revision of provision 12.12 and 12.13 for lecturers eligible for three-year appointments. Temporary faculty unit employees eligible for a three-year appointment pursuant to provision 12.12 or 12.13 shall be evaluated in the academic year preceding the issuance of a three-year appointment per provisions 15.28 and 15.29. The period of review for this cumulative periodic evaluation described in provisions 15.28 and 15.29 is the qualifying period, i.e., the previous six years for an initial three-year appointment and the three year appointment period for lecturers eligible for the renewal of an existing three-year appointment. This cumulative periodic evaluation shall include student evaluations of teaching performance and classroom visitations for those with teaching duties, peer review by a committee of the department or equivalent unit as defined in provision 15.2, and evaluation by the appropriate administrator. The evaluation shall include a narrative section discussing the accomplishments and performance of the faculty unit employee and include suggestions for development if appropriate. The evaluation will also include a determination by the evaluators that the lecturer has performed the duties of his/her position in a satisfactory or unsatisfactory manner. The recommendation of the evaluators should be based on the contents of the Personnel Action File and any materials generated for use in any given evaluation cycle pursuant to provision 15.8 of the Collective Bargaining Agreement (WPAF). The narrative section shall include written evidence that supports the recommendation of the evaluators.

Academic Personnel has revised the faculty evaluation form for cumulative periodic evaluations pursuant to article 15.28 and 15.29. The new form (AP109-L) is available on the Academic Personnel website under "Forms". I will send you a list of all lecturers that qualify for a first time 12.12 or renewal 12.13 appointment under separate correspondence. Please notify these lecturers of this change in evaluation procedure by Monday October 1, 2012, and forward a copy of this memo to them. The forthcoming periodic evaluation materials will list these lecturers as scheduled for a cumulative evaluation under the normal timetable for periodic evaluations (Working File due January 18, 2013).

Three-Year Appointments

12.12 Temporary faculty unit employees (excluding coaches) employed during the prior academic year and possessing six or more years of prior consecutive service on that campus, shall be offered a three-year temporary appointment following an evaluation conducted pursuant to Articles 15.20(d) and 15.28 where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of his/her position in a satisfactory manner; and absent documented serious conduct problems.

In addition to other provisions of this Agreement, the following special conditions shall apply:

- a. For purposes of this section, one year of service shall be considered employment of one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year. In calculating the six-year eligibility period, service need not be continuous, but the entire six (6) year period must have been worked on a single campus in a single department. Units taught during extension for credit programs shall not be included as part of the temporary faculty members' entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- b. Three-year appointments will be issued for employment on each campus and in each department where the temporary faculty member has established eligibility.
- c. The time base of appointments provided here shall be as established under terms of the "similar assignment" language and precedents of Article 12.3 of this Agreement. Subsequent three-year entitlements are determined by the time base held during the third year of the prior three-year appointment. Units taught during extension for credit programs shall not be included as part of the temporary faculty members' entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- d. The President shall decide the type and extent of course offerings for the department, consistent with current policies and procedures on each campus.
- e. In the event there is no work available to satisfy the time base entitlement during any academic term of a three-year appointment, the temporary faculty employee shall continue to maintain this contractual entitlement for the duration of the three-year appointment.
- f. If at the end of a three-year appointment, no work exists in the department to support the subsequent appointment of the lecturer or if the time base of the lecturer was zero during the third year of her/his appointment, s/he shall be placed on a departmental list pursuant to Article 38.48. When such lecturer is officially notified that no work exists to support the subsequent appointment, the official notification shall also inform the lecturer of the right to be placed on a list for a period of three (3) years. No later than July 1 of each year during the period the lecturer is on the list, the lecturer must inform her/his department chair of the lecturer's interest in and availability for employment. Included in this written notice shall be current, accurate contact information. Failure to notify the chair shall result in removal from the department Article 38.48 list.
- g. Upon request, CFA shall be provided with a copy of all letters informing a three-year lecturer that no work exists in the department to support the subsequent appointment.
- h. An employee returning from the Article 38.48 list will be employed at the same rate of pay which they previously received but benefits eligibility shall be determined by the faculty member's time base at the

time of return to work. The period in which the employee was on the department Article 38.48 list shall not constitute a break-in-service regarding rights previously accrued under Article 12.

12.13 Temporary faculty (excluding coaches) holding three-year appointments shall be re-appointed to a subsequent three-year appointment.

Following an evaluation conducted pursuant to Articles 15.20(d) and 15.29 where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of his/her position in a satisfactory manner; and absent documented serious conduct problems.

These temporary faculty will be re-appointed after a three-year appointment unless there is insufficient work for which the faculty member is qualified. In the event there is insufficient work to support the re-appointment at the previous time base, the time base of his/her successor three-year appointment may be reduced to reflect available work for which the temporary faculty member is qualified.

15.28 Temporary faculty unit employees eligible for a three-year appointment pursuant to Article 12.12 shall be evaluated in the academic year preceding the issuance of a three-year appointment. This evaluation shall include student evaluations of teaching performance for those with teaching duties, peer review by a committee of the department or equivalent unit as defined in provision 15.2, and evaluations by appropriate administrators. The evaluation shall rate the temporary faculty unit employee as either satisfactory or unsatisfactory. Satisfactory ratings may include narrative comments including constructive suggestions for development. This periodic evaluation shall consider the faculty unit employee's cumulative work performance during the entire qualifying period for the three-year appointment. A three-year appointment shall be issued if the temporary faculty unit employee is determined by the appropriate administrator to have performed in a satisfactory manner in carrying out the duties of his/her position. The determination of the appropriate administrator shall be based on the contents of the Personnel Action File and any materials generated for use in any given evaluation cycle pursuant to 15.8. Where the appropriate administrator determines that a Temporary Faculty Unit Employee has not performed his/her duties in a satisfactory manner, then the reasons for his/her determination shall be reduced to writing and placed in the Personnel Action File.

15.29 Temporary faculty unit employees holding a three-year appointment pursuant to Article 12.13 shall be evaluated in the third year of the appointment. This evaluation shall include student evaluations of teaching performance for those with teaching duties, peer review by a committee of the department or equivalent unit as defined in provision 15.2, and evaluations by appropriate administrators. The evaluation shall rate the temporary faculty unit employee as either satisfactory or unsatisfactory. Satisfactory ratings may include narrative comments including constructive suggestions for development. This periodic evaluation shall consider the employee's cumulative work performance during the entire three-year appointment. A subsequent three-year appointment shall be issued if the temporary faculty unit employee is determined by the appropriate administrator to have performed in a satisfactory manner in carrying out the duties of his/her position. The determination of the appropriate administrator shall be based on the contents of the Personnel Action File and any materials generated for use in any given evaluation cycle pursuant to 15.8. Where the appropriate administrator determines that a Temporary Faculty Unit Employee has not performed his/her duties in a satisfactory manner, then the reasons for his/her determination shall be reduced to writing and placed in the Personnel Action File.