

ARTICLE 31
ACADEMIC MERIT AND PROMOTION REVIEW CRITERIA

****The numbering of this article is provisional and follows the current CCL numbering for ease of reference. UC-AFT is open to potential reorganization of the content contained in CCL Articles 7a, 7b, 7c, 7d, 10, 22, and 31****

A. GENERAL CONDITIONS

1. **Effective with the start of the Unit 18 faculty member's next review cycle,**
~~The review criteria described in Section C.2 of this article, herein referred to as the "review criteria," shall apply to Unit 18 faculty during an Excellence Review, to Continuing Appointees and Senior Continuing Appointees during a~~ **academic reviews, which include merit review, reviews and a promotion review reviews to Continuing Unit 18 Faculty Member or Senior Continuing Unit 18 Faculty Member.**
2. ~~The standards for excellence, merit, and promotion are codified in Article 7B, 7C and 7D, respectively.~~ **Decisions concerning merit and promotion reviews shall not be arbitrary, capricious, or discriminatory.**

B. REVIEW PROCESS [moved to Article 22]

1. ~~The University shall notify the Unit 18 faculty member in writing of the review, its timing, criteria, and the procedure that will be followed per this Article. Such notice shall be provided no less than forty-five (45) calendar days prior to the date by which the Unit 18 faculty's review materials must be submitted, where practicable. Should the University provide less than forty-five (45) calendar days' notice, the University shall not unreasonably deny an extension to the Unit 18 faculty to submit their materials for the review file.~~
2. ~~The notification shall include:~~
 - a. ~~A list of materials the Unit 18 faculty member is responsible for providing and how they should be submitted;~~
 - b. ~~The date by which the Unit 18 faculty member must submit all required materials;~~
 - c. ~~Links to the applicable collective bargaining agreement article(s); and~~

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 31 [with citation to original CCL location]

~~**CCL 31 moved elsewhere in PCL**~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

- ~~d. The date by which the attainment of continuing status, the merit increase, or promotion in question shall be effective.~~
- ~~e. The right of the Unit 18 faculty member to inspect and respond to their academic review file, in accordance with Article 10 – Personnel and Review Files.~~
- ~~3. A Unit 18 faculty member may request an extension of the review deadlines due to a leave of absence taken under Article 12 – Leaves. Such requests shall not be unreasonably denied.~~
- ~~4. According to campus procedures, the University shall notify the Unit 18 faculty member of the excellence, promotion, or merit review outcome.~~
- ~~5. If the Continuing Lecturer is not promoted to Senior Continuing Lecturer:~~
 - ~~a. The review file shall still be assessed for excellence in accordance with Article 7c – Continuing Appointments.~~
 - ~~b. The Continuing Lecturer is eligible to request another promotion review at their next normative merit review.~~
- ~~6. The provisions in Article 7C, Section B (Establishing the Continuing Appointment Percentage) and Section C (Letter of Continuing Appointment) continue to apply to Senior Continuing Lecturers. [PCL 22]~~

B. STANDARDS

- 1. The standard for pre-continuing merit reviews is promise, defined as demonstrated progress towards excellence in one or more of the review criteria. [Incorporates 7aG1]**
- 2. The standard for promotion to Continuing Unit 18 Faculty is excellence, defined as demonstrated proficiency, on balance, in the review criteria.**
- 3. The standard for promotion to Senior Continuing Unit 18 Faculty is mastery, defined as consistent or skillful performance, on balance, in the review criteria.**
- 4. The standard for Continuing and Senior Continuing merit reviews is excellence, as defined in B.2.**
- 5. A Unit 18 faculty member may be awarded an above-minimum merit**

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 31 [with citation to original CCL location]

~~CCL 31 moved elsewhere in PCL~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

increase for a merit or promotion review if they demonstrate the appropriate review's standard in a majority of the review criteria or based on the merits of their scholarly or creative work, public or University service, or other contributions that greatly enhance the academic mission of the department/program, unit, campus, or University.

C. REVIEW CRITERIA [moved from 31D in CCL]

1. Evaluations of the academic qualifications or performance of a Unit 18 faculty member for purposes of achieving ~~continuing status~~, merit, and promotion shall be made on the basis of their assigned instructional, supervisory, professional and/or administrative duties, and other relevant duties or contributions included in the review file.

~~Achieving continuing status or a merit will be based on demonstrated excellence for Continuing Appointees and merit and promotions will be based on exceptional performance in teaching for Senior Continuing Lecturers. Academic responsibility and other assigned duties shall also be utilized in the review.~~

~~2. Senior Continuing Lecturers: Instructional contributions that are broad ranging and/or greatly enhance the academic mission of the University, may be considered exceptional. Length of service and continued excellent performance as a Continuing Lecturer alone are not justification for promotion.~~

2. 4. Instructional performance shall be evaluated according to the following criteria, as demonstrated by the materials in the review file:[Incorporates/consolidates 7aG2]

- a. Dedication to and engagement with teaching;**
- b. Command of the subject matter and continued growth in mastering new topics and/or teaching practices;**
- 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/ or stimulating advanced students to do complex work;
 - h. Developing or revising pedagogically effective curricula, including assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work;
 - i. Additionally, ~~exceptional~~ When applicable, examples of instructional performance ~~would~~ may include, but are not limited to: preparation and supervision of student field work, professional contributions at conferences or in publications, and service within university, department, program, or unit committees. ~~introducing new teaching practices into the course(s):~~ [Moved to C.2.b]
- ~~3. 5-~~ According to campus procedures, contributions in assigned areas of the Unit 18 faculty member's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity ~~will be focused on teaching and learning and~~ can take a variety of forms including teaching and peer mentorship that is particularly inclusive of diverse populations.
- ~~4. 3-~~ Due attention should be paid to the variety of When evaluating a Unit 18 faculty member's review file, due consideration shall be afforded to the various and unique demands placed on instructors by the types of teaching called for at various levels, and the total performance of the Unit 18 faculty member should be judged with proper reference to individual Unit 18 faculty in the context of their assigned teaching, supervisory, professional and/or administrative responsibilities, , as well as other relevant duties and contributions, as applicable. [Incorporates/Consolidates, 7aG3, 7bE]

D. REVIEW MATERIALS [moved from 31C in CCL]

- 1. Required Materials [Incorporates elements of 7aH]
 - a. The following materials shall be provided by the Unit 18 faculty member and shall be given the most weight in all reviews. The

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 31 [with citation to original CCL location]

~~CCL 31 moved elsewhere in PCL~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

University shall not place any arbitrary, capricious, or discriminatory limits or restrictions on the length or format of the following items:

i. A self-reflection/self-statement/self-evaluation of the Unit 18 faculty member's performance, teaching objectives, and teaching activities; and performance of other assigned duties. [CCL 31C1c]

ii. Relevant instructional materials, if applicable, which can include: examples of syllabi, assignments, lecture slides, lesson plans, exams, prompts for and responses to student work, and/or other applicable course materials including but not limited to prompts for and responses to student work; related to courses taught and/or other assigned duties performed during the review period. [CCL 31C1b]

b. The following materials shall be provided by the University and shall be given due consideration in all reviews:

i. ~~Written observations~~ A written evaluation of instructional performance resulting from classroom visitations by colleagues and evaluators; based on an observation conducted during the Unit 18 faculty member's review period as outlined by the guidelines in Article 22.F8. [CCL 31C1k]

ii. A term-by-term enumeration of the number and types of courses taught by the Unit 18 faculty member; [CCL 31C1d]

2. Optional Materials: The following materials may be included by the Unit 18 faculty member. All relevant included materials shall be given due consideration. The University shall not place any arbitrary, capricious, or discriminatory limits or restrictions on the length or format of the following items. These may include:

a. A current Curriculum Vitae; [CCL 31C1a]

b. Examples of syllabi, assignments, lecture slides, lesson plans, exams, and/or other applicable course materials including but not limited to prompts for and responses to student work; [PCL 31D1aii]

c. A self-reflection/self-statement/self-evaluation of the Unit 18 faculty member's performance, teaching objectives, and teaching activities; [PCL 31D1ai]

~~d. A term-by-term enumeration of the number and types of courses taught by the Unit 18 faculty member; [PCL 31D1bii]~~

b. Additional written observations resulting from classroom visitations and/or other visitations by colleagues and evaluators during the review period.

c. An enumeration of non-instructional duties and activities during the review period.

e. **d.** Explanations of deviations from the standard assigned workload;

f. **e.** Identification of any new courses taught **or developed,** or of existing courses whose structure, approach, or content were substantially reorganized;

g. **f.** Evidence of introduction of new teaching practices and techniques into the course(s) taught **or introduction of innovative policies and practices related to assigned duties other than classroom teaching;**

~~h.~~ **g.** Notice of any awards or formal mentions for distinguished teaching **or service;**

i. **h. A representative sample and/or summary of** ~~§~~ student evaluations **as selected by the Unit 18 faculty member;** ~~provided that the quantitative measure in the student evaluation is not the sole criterion for evaluating teaching;~~

j. **i.** 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;

~~k. Written observations resulting from classroom visitations by colleagues and evaluators; and [PCL 31D1bi]~~

j. Evidence of expertise in the Unit 18 faculty member's subject field(s);

k. Creative work, research, and/or University or public service; and

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 31 [with citation to original CCL location]

~~CCL 31 moved elsewhere in PCL~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

I. Additional materials relevant to their assigned duties.

~~2.~~**3.** According to campus procedures, statements of contributions in assigned areas of the Unit 18 faculty member's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity ~~will be focused on teaching and learning and~~ can take a variety of forms including teaching **and peer mentorship** that is particularly inclusive of diverse populations.

~~D. REVIEW CRITERIA~~ [moved to 31C]

- ~~1. Evaluations of the academic qualifications or performance of a Unit 18 faculty member for purposes of achieving continuing status, merit, and promotion shall be made on the basis of their assigned instructional duties. Achieving continuing status or a merit will be based on demonstrated excellence for Continuing Appointees and merit and promotions will be based on exceptional performance in teaching for Senior Continuing Lecturers. Academic responsibility and other assigned duties shall also be utilized in the review.~~
- ~~2. Senior Continuing Lecturers: Instructional contributions that are broad ranging and/or greatly enhance the academic mission of the University, may be considered exceptional. Length of service and continued excellent performance as a Continuing Lecturer alone are not justification for promotion.~~
- ~~3. 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 Unit 18 faculty member should be judged with proper reference to assigned teaching responsibilities.~~
- ~~4. Instructional performance shall 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;~~

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 31 [with citation to original CCL location]

~~CCL 31 moved elsewhere in PCL~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

- ~~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;~~
 - ~~i. Additionally, exceptional instructional performance would include introducing new teaching practices into the course(s).~~
- ~~5. According to campus procedures, contributions in assigned areas of the Unit 18 faculty member's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity will be focused on teaching and learning and can take a variety of forms including teaching that is particularly inclusive of diverse populations. [PCL 31C]~~

E. GRIEVABILITY AND ARBITRABILITY

- ~~1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.~~
- ~~2. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of this Article. An Arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.~~
- ~~3. An Arbitrator shall not have the authority to substitute the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications, or determinations of whether performance is~~

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 31 [with citation to original CCL location]

~~CCL 31 moved elsewhere in PCL~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

~~excellent or exceptional and thereby compel the University to promote or provide a merit increase.~~

1. Allegations of procedural violations of this article, and allegations that the review decision was arbitrary, capricious, discriminatory, or based on a material factual error, are subject to the full grievance and arbitration provisions of this Agreement.

2.4. The Arbitrator shall have jurisdiction to review the ~~performance-review~~ process and the academic review file.

a. If the Arbitrator finds that the ~~performance-review~~ process was not followed, or that the decision was ~~not based on materials in the review file~~ **influenced by information outside of the 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. **Arbitrator may order a re-do of the review, and/or award financial compensation.**

b. Where the Arbitrator finds the University's decision was arbitrary, capricious, discriminatory, or based on a material factual error, the Arbitrator may order a re-do of the review, award financial compensation, and/or award another appropriate remedy.

c. Where the ~~arbitrator~~ **Arbitrator** determines that an individual involved in the academic review has in any way materially violated the Agreement **and subsequently orders a re-do of the review**, the Arbitrator ~~may~~ **shall** order the University to designate different individuals to conduct the subsequent ~~performance~~ review. **The new committee will be constituted through a meet and confer process between the University and the Union.**

d. If the arbitrator orders a re-do of the review, the parties will meet and confer to agree on the details of the re-do to ensure it is conducted in a fair manner.

3.5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award. ~~When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UC redo the excellence, promotion, or merit review~~

UC-AFT Unit 18 Successor Bargaining
Article 31 – Merit and Promotion Review Criteria
UC-AFT Proposal #1
August 27, 2026

~~process:~~

Current contract language (CCL)
Proposed contract language (PCL)
CCL moved around/imported into 31 [with citation to original CCL location]
~~CCL 31 moved elsewhere in PCL~~ [with citation to new PCL location]
~~Proposed CCL deletions~~