

Summary of change:

- I-1 Delegation of authority for tenure deferral requests, mandatory reviews and decelerated one-step increase recommendations

- I-25 Delete listing of items that do not need to be included with safeguard

- I-45, I-15 Update sample of on-line upload screens

- II-1, II-10 Modification of wording to address Supervisor of Teacher Education reviews

- II-19, III-38, V-5, V-13, VII-1 Update name of Equal Opportunity office

- VI-1 Modify wording on time off the clock to clarify age of child

I-1
**APPROVAL AUTHORITY FOR
 LADDER RANK FACULTY**
 (Revised ~~08/07~~ 11/07)

<u>Action</u>	<u>Authority</u>
<u>Appointments*</u>	
Assistant Professor II, III, including Acting titles	Dean
Assistant Professor IV and V	Associate Vice Chancellor
Associate Professor, Professor	Chancellor
Affiliated Appointments (0% or without salary)	Associate Vice Chancellor
Joint Appointments	Associate Vice Chancellor
Lecturer PSOE at salaries equivalent to 4 steps above Asst. Prof. III	Dean
Other Lecturer PSOE	Associate Vice Chancellor
Lecturer SOE, Sr. Lecturer SOE	Chancellor
<u>Merits*</u>	
On-Schedule Merit Cases <i>(including decelerated in time)</i>	Dean
One year decelerated Merit Cases	Dean
Merit to Professor VI, to and within Above Scale	Chancellor
Other Merits	Associate Vice Chancellor
Formal Appraisal	Associate Vice Chancellor
Asst Prof deferrals	Dean
<u>Promotions*</u>	
Associate Professor, Professor	Chancellor
Lecturer SOE, Sr. Lecturer SOE	Chancellor
Deferral of tenure review	Associate Vice Chancellor Dean
<u>Leaves</u>	
Sabbatical - routine	Dean
Sabbatical - exceptions, any negative rec., no merit in past 5 years	Associate Vice Chancellor
All other routine leaves for up to one year	Dean
Active service/modified duties	Dean
Exceptions to policy	Associate Vice Chancellor
Leaves beyond one year	Associate Vice Chancellor

*In all appointment and retention cases, the academic administrator with approval authority has the latitude to approve a salary up to \$100 below the on-scale salary two steps above the step recommended by the Committee on Academic Personnel. In such cases, the Committee on Academic Personnel will not require further consultation

Exceptions to off-scale limits (Red Binder I-8) require Chancellor approval.

I-25
PROCEDURAL SAFEGUARD STATEMENT
INSTRUCTIONS TO THE CHAIR
(Revised 01/06)

The Procedural Safeguard Statement has been designed to follow the actual steps taken when a candidate is being considered for a personnel action. It is important for the Department Chairperson, as well as for the candidate, to note how each step leads to the forwarding of a recommendation to the administration. For example, the difference between Number 9 and Number 12 on the Safeguard Statement is a matter of timing. Number 9 occurs before the department meets and votes on the case. Therefore, written comments by the candidate under Number 9 would refer to materials on which the case is based and would be routinely considered by the department before the vote is taken. Written comments submitted by the candidate under Number 12 would refer to the recommendation after the department review and could be supplied to the Chair or sent directly to the Dean, who normally will ask the Chair for comment.

It is advisable for the Chair to provide a copy of the Procedural Safeguard Statement to a faculty member prior to the initiation of a personnel review, so that the faculty member is apprised of the steps and safeguards built into the process. The candidate should also be informed that signing the Safeguard Statement does not imply concurrence with the departmental recommendation. It only provides a record of the procedures that were followed in the review of the case. There is a place for candidates to record any exceptions or comments.

In most cases individuals with joint appointments should sign a separate safeguard statement to accompany each departmental recommendation. In some situations it may be appropriate for only one safeguard statement to be submitted. In these cases the safeguard statement must clearly indicate both departments next to the candidate's signature and should be signed only when the review has been completed in both departments.

The Procedural Safeguard Statement, signed by the candidate, must be forwarded as part of the departmental recommendation for personnel actions per Section 220-80-c of the Academic Personnel Manual (APM). If in the case of a mandatory review it is impossible to obtain this document, the chairperson should explain the situation and indicate in what manner he/she has attempted to meet the requirements outlined in the form.

In addition, if any of the following documents have been supplied to the candidate or by the candidate, they must accompany the departmental recommendation when forwarded to the administration:

1. Candidate's suggested names of evaluators (4A).
- ~~2. Candidate's list of persons who might not provide objective evaluation (4B).~~
3. Redaction of confidential documents in the file (7A).
4. Candidate's written statement commenting on material in the file (9).
5. Candidate's written comments regarding the departmental recommendation (12).

I-45
ACADEMIC PERSONNEL REVIEW FORM
 For ladder faculty and Lecturer SOE series
Informational only- all cases are to be submitted on line
 (Revised 05/07)

Name _____

Department _____

PRESENT STATUS

PROPOSED STATUS

Rank and Step _____

Rank and Step _____

Current Salary _____

Proposed Salary _____

O/S Supplement _____

O/S Supplement _____

Years at Rank _____

Effective Date _____

Years at Step _____

Years since last Advancement if different _____

Department Vote: yes: no: abstain: not voting:

For appraisals: cont. cand: cont. cand. w/res: terminal: abstain: not voting:

Statement of voting method and comments on the vote:

CHECK ONE:

ROUTINE: _____

NON-ROUTINE: _____

- _____ On-schedule advancement to:
- _____ Asst Prof III and IV
- _____ Assoc Prof II and III
- _____ Prof II-V and VII-IX.
- _____ Lecturer SOE (salary below Prof I)
- _____ Sr. Lecturer SOE (salary below Prof. V)
- _____ **One year** deceleration of any of the above

- _____ Check as appropriate:
- _____ Formal Appraisal
- _____ Promotion
- _____ Acceleration
- _____ **Mandatory Review**
- _____ Prof VI
- _____ To Prof Above Scale
- _____ Within Prof Above Scale
- _____ Special Step (Asst. V; Assoc. IV)
- _____ Increase in off-scale only (no change in rank or step)
- _____ No Change
- _____ **Decelerated of more than one year**
- _____ Career Equity Review

Check all documents to be submitted. Note that a Dean may require some of the items listed as optional.

For all Cases:

- _____ Departmental letter of recommendation
- _____ Candidate response to departmental letter or extramural letters (optional)
- _____ Completed Bio-bibliographical Update
- _____ Chair's confidential letter (optional)
- _____ Minority Opinion letter (optional)
- _____ Redacted Minority Opinion letter
- _____ Teaching Evaluation: ESCI Score Tabulation and at least one of the following:
 - _____ Written Student Evaluations

- ___ Candidate's Self-Assessment of teaching
- ___ Instructional Consultation report
- ___ Additional Source(s) of Evaluation: List _____

- ___ Candidate's Self-Assessment of research (optional)
- ___ Sabbatical Leave Reports for the period, if any
- ___ Outside Activity Reports for the period
- ___ Copies of publications

For career reviews (promotion, merit to Step VI, merit to Above Scale) , also include:

- ___ Extramural Letters
 - total # of letters included ___; # suggested by department _____
- ___ Sample Solicitation Letter
- ___ List of items sent to reviewers
 - Copy of any of these items not otherwise included in the case
 - ___ CV
 - ___ Other one-of-a-kind
- ___ List of Referees, including brief biography and indicating who selected referees
- ___ Redacted letters (if provided to the candidate)

UNIT 18, *Non-Senate Faculty*
Lecturer *and Supervisor of Teacher Education* Series
 (Revised ~~08/07~~ 11/07)

I. Definition

These titles are used to designate individuals who are appointed on a temporary or continuing basis to teach courses at any level. This series does not include the titles Lecturer PSOE, Lecturer SOE, Senior Lecturer PSOE and Senior Lecturer SOE. (Red Binder I-56)

Policies and procedures regarding terms and conditions of appointments in these titles which are not included in the Red Binder are contained in APM 283 and the Memorandum of Understanding (MOU) for the Non-Senate Instructional Unit (Unit 18).

II. Ranks and Steps

Lecturer *and* Senior Lecturer:

Salaries are found on the Unit 18 Academic Standard Table of Pay in the University Salary Scales.

Individuals who have full or shared responsibility for instruction of assigned courses for a specified period of time may be appointed to the title Lecturer. Promotion or appointment to the Senior Lecturer title should be considered for appointees who qualify for the Lecturer title, who provide service of exceptional value to the University.

Supervisor of Teacher Education:

Salaries are found on the Unit 18 Supervisor of Teacher Education pay scale.

This title is used only in the Graduate School of Education, Teacher Education Program

III. Appointment Criteria

Initial appointment to these titles requires demonstrated competence in the individual's field. Initial appointment to the Senior Lecturer title also requires appropriate professional achievement and experience.

IV. Term of Appointment

- A. During the first six years of service, appointments and reappointments to these titles are normally made for terms of one year or less. A year of service is defined as 3 quarters of qualifying Unit 18 service. Qualifying service is service in any Unit 18 title at any positive percentage of time in the same department. Without salary appointments and Summer Session appointments do not count as Unit 18 quarters of service.

The employee must be notified in writing of the following: "This is a temporary appointment and any renewal or extension is dependent upon programmatic needs, availability of funding and satisfactory performance. As with any temporary appointment there is no guarantee or obligation on the part of the University for renewal or extension."

The employee must also be informed of the following:

- Title of the position, name of employing department, and name of the individual to

- whom the appointee will report
- Salary rate and percentage time
- Work and pay period
- The nature of the appointment and the general responsibilities
- The web site addresses for the University and the UC-AFT

- B. A reappointment which commences after six or more years of service within the same department at UCSB will be a Continuing Appointment (See Red Binder II-8 and II-10).
- C. All assignments must conform to the Workload Statement approved for the Department.

V. Compensation

- A. The source that provides compensation for service under these titles must permit teaching.
- B. Individuals appointed to these titles are compensated at a rate within the published "Lecturer" range and in accordance with the Unit 18 Academic Standard Table of Pay Rates. Senior Lecturer salaries begin at approximately the rate for Professor, Step I. Determination of rate at initial appointment is based on professional qualifications.
- C. At the time of appointment to a 10th quarter of service within the same department, a pre-six lecturer will be given a two- step salary increase if the individual has not received a two-step within range salary increases during the prior 9 quarters of service.
- D. An appointee who is reviewed for a Continuing Appointment(an Excellence Review) shall be reviewed for a merit increase in accordance with the guidelines in Red Binder II-10 . Subsequent merit reviews will be conducted every three years. At such time, a Continuing Appointment lecturer who is found to be excellent will receive a merit increase of at least two steps.
- E. Personnel actions are effective July 1 provided employment is to be for three consecutive quarters. Payment in this instance is at the 1/12th rate. Personnel actions for lesser periods are effective October 1 for fall quarter, January 1 for winter quarter and April 1 for spring quarter. Payment is at the 1/9th rate.

VI. Reappointment and Advancement

- A. Reappointment that commences prior to completion of six years of service in the same department.

A reappointment to one of these titles requires an assessment of the performance of the individual in accord with the department assessment procedures. Assessments are to be made on the basis of demonstrated competence in the field, demonstrated ability in teaching, academic responsibility, and other assigned duties. Reappointment to the Senior Lecturer title also requires service of exceptional value to the University. See Red Binder II-6 for procedural guidelines.
- B. Appointments and reappointments that commence after six or more years of service in the same department.

See Red Binder II-8 for procedures to be followed with respect to resource allocations

and Red Binder II-10 for procedures to be followed in the Personnel Review process. The Continuing Appointment Review form (Red Binder II-15) should be used for all Excellence Reviews and subsequent merit reviews for Continuing Appointment Lecturers *and Supervisors of Teacher Education* (Red Binder II-10).

The department must submit annual workload requests for all Continuing Lecturers *and Supervisors of Teacher Education* to the Dean for approval. The statement must clearly identify any temporary or permanent increases in FTE. (see X below)

- C. Department Chairpersons have responsibility for administering departmental consideration of personnel actions regarding positions with titles in this series. Departmental evaluations and recommendations regarding appointments and reappointments shall be made pursuant to departmental procedures and in accordance with the Memorandum of Understanding.

VII. Restrictions

- A. Graduate level courses may be taught by appointees to these titles with the approval of the Graduate Council.
- B. Registered UC graduate students may not be appointed to these titles. Degree candidates who are not currently registered may be appointed as lecturer by exception. Such appointment requires prior approval of the Graduate Division.

VII. Non-reappointment, Reduction of Time, and Layoff

- A. No notice of non-reappointment is required for appointments that terminate on the scheduled end date when total service is less than six years. Termination prior to the scheduled end date must be in compliance with MOU Article 18 C.2.
- B. If an individual holding a Continuing Appointment that commenced after six or more years of service in the same department has their workload reduced by one course, 30 days notice is required. If more than one course is eliminated, 60 day notice is required. A twelve-month notice will be given in cases of layoff. If less than twelve months notice is given, pay in lieu of notice will be given in accordance with MOU Article 18.D.2. Any Layoff must comply with the provisions of Article 18.B

VIII. Approval Authority

<u>Action</u>	<u>Authority</u>
Workload	Dean
Continuing Appointment FTE requests	AVC
Appointments for 1 year or less	Dean
Years 1-6, Merits	Dean
Excellence Review	AVC
Promotion to Sr. Lecturer	AVC
Continuing appointment merits	Dean

IX. Sample Chair's letter for Unit 18 appointments (Lecturer, Supervisor of Teacher Education)

TO: Dean
FROM: Department Chair
RE: Appointment of _____

The department of _____ proposes the appointment of _____.

Title: _____

Quarters: _____ Academic Year: _____

Percent time: _____ FTE: _____

Annual salary: _____ Current Year Cost: _____

Salary at Previous Appointment: _____

Quarters of service to date in Unit 18 titles in this department: _____

Date(s) of Affirmative Action Search(es): _____

Workload (by quarter; including total/quarter)

<u>Course</u>	<u>#Units</u>	<u>Hrs/Wk</u>	<u>Enrollment</u>	<u>Category</u>	<u>#IWC</u>
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Which, if any, of the assigned courses are augmentations? Are these temporary or permanent augmentations?

Description of non-instructional assignments, if any: _____

Reports to: _____

Qualifications and experience: _____

For reappointments:

When and by whom was the assessment conducted? _____

Evaluation of teaching: _____

Policy exception request and justification: _____

X. **Sample Chair's letter for Continuing Lecturer annual workload**

(submit one copy, no other materials required)

To: Dean

From: Department Chair

Re: Workload assignment for _____, Continuing Lecturer

The Department of _____ proposes the following workload for _____.

Quarters: _____ Academic Year: _____

Percent time: _____ FTE: _____

Annual salary: _____ Current Year Cost: _____

Workload (by quarter, including total IWC/quarter)

<u>Course</u>	<u># Units</u>	<u>Hrs/Wk</u>	<u>Enrollment</u>	<u>Category</u>	<u>#IWC</u>
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Which, if any of the assigned courses are augmentations to the permanent FTE allocation for this Lecturer? Are these temporary or permanent augmentations?

Description of non-instructional assignments, if any: _____

Reports to: _____

II-10

Excellence Reviews and Subsequent Merit Reviews

(Revised 11/06 11/07)

The Excellence Review of Unit 18 members, as well as subsequent merit reviews, are intended to reward those individuals who meet specified needs and standards of excellence after a programmatic decision has been made to allocate resources for a Continuing Appointment. The retention of these candidates beyond the sixth year is a significant academic personnel action and the criteria and guidelines described herein must be carefully followed in the review process.

I. Requirements for Excellence Reviews and Subsequent Merit Reviews

The principal criterion for employment beyond the sixth year (18 quarters) as stated in the Memorandum of Understanding (MOU) in Article 7B, is that:

- A.1.(2) The individual under consideration is excellent following an academic review based upon the criteria specified in Section D.

Section D outlines the criteria and evidence to be considered when evaluating all unit members for a Continuing Appointment through an Excellence Review and for subsequent merit increases.

Section D states:

Evaluations of individual non-senate faculty in the unit for consideration of Continuing Appointments are to be made on the basis of demonstrated excellence in the field and in teaching, academic responsibility and other assigned duties that may include University co-curricular and community service. Reappointment to the senior rank requires, in addition, service of exceptional value to the University.

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

- (1) Command of the subject matter and continued growth in mastering new topics;
- (2) Ability to organize and present course materials;
- (3) Ability to awaken in students an awareness of the importance of the subject matter;
- (4) Ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work; and
- (5) Achievements of students in their field.

II. Evaluation of Performance

It is the department's responsibility to evaluate Continuing Appointment lecturers every three

years. Periodic assessment of lecturers, required for any reappointment prior to the sixth year of service, may take on added significance should the individual later be proposed for a Continuing Appointment. Each department, using standards of excellence appropriate to the particular discipline or subject area should develop systematic methods and criteria for discriminating among levels of performance.

The primary criterion for review will be the demonstrated excellence in teaching. Departments must provide well-documented evidence on which the appraisal of teaching competence has been based. If during the course of the review, or at any other time, the Department Chair determines that based on the evaluation criteria there has been a significant decline in the quality of performance by the Continuing Appointee, the procedures outlined in Article 30 of the MOU must be followed.

III. Review Procedure

Excellence reviews and subsequent merit reviews will be conducted by the department in response to the annual call issued by the office of Academic Personnel. The review case is to be submitted to the Dean's office based on the schedule provided by Academic Personnel. The department should inform the candidate of internal department deadlines and the opportunity to submit materials to be included in the case. If the candidate does not turn in materials by the departmental due date, the department will conduct the review based on the materials available in the department as of the due date. The campus review process is to be completed by the end of the eighteenth quarter of service. Subsequent merit reviews will occur every three years, with effective dates of July 1.

Excellence reviews and subsequent merit reviews will be conducted by a departmental committee composed of academic appointees with sufficient knowledge in the field of expertise of the individual being reviewed. In addition, the department will make reasonable efforts to ensure that a qualified non-senate faculty member be a member of each review committee. All such service will be voluntary. If the review is conducted by an ad hoc committee rather than a standing departmental committee, the individual under review will be consulted concerning the non-senate faculty representation. If it is not practical to form a review committee within a department, the committee will be formed at the college level following established procedures.

IV. Documentation of Performance

It is recognized that there is no single standardized form of evaluation that is appropriate for all disciplines or for all courses within any single discipline, and that the most effective assessment of teaching *and field supervision* will often come from those familiar with the methods and approaches in teaching *and field supervision* in a given candidate's area of expertise. The following may be used as a basis for evaluation of excellence in teaching *and field supervision*:

- ESCI forms (required in all *Lecturer* cases)
- *Field Supervision Evaluation Forms (required for all Supervisor of Teacher Education cases)*

In addition, at least one of the following:

- Written comments from student evaluations

- Assessment by former students who have achieved notable professional success
- Assessment by other members of the department, or other appropriate faculty members
- Development of new and effective techniques of instruction/*field supervision* and materials
- Assessment from classroom visitations by colleagues and evaluators.

The individual under review may also provide:

- A self-statement of teaching
- A list of individuals from whom input may be solicited
- Letters of assessment from individuals with expertise in the field
- Other relevant materials to the evaluation file

It is the review committee's responsibility to submit analytical statements concerning the candidate's teaching effectiveness. These must be accompanied by evidence from the categories listed above. The review committee should make explicit the criteria it has used for assessing teaching performance.

V. Extramural Evaluations

For the Excellence Review and for promotion to Senior Lecturer, in addition to the materials listed above, the department must submit five or more letters of recommendation. These letters may be solicited from former students and graduates who have achieved notable professional success since leaving the university, reviewers who can comment on the candidate's command of the subject and continuous growth in the subject field, or any appropriate referee with knowledge of the candidate's performance.

The candidate must be given the opportunity to suggest the names of persons who could be solicited for letters of evaluation, and also to indicate in writing the names of persons who, in the candidate's view, might not objectively evaluate the candidate's qualifications or performance for reasons set forth (which may include "personal reasons"). The candidate should know that a request to exclude certain potential evaluators will become part of the review file and that such requests are made regularly and should in no way jeopardize the candidate's case. Furthermore, such requests are generally honored unless they interfere with proper evaluation.

In soliciting letters, attention should be given to alerting the referee as to the relevant criteria that should be applied. For example:

Appointment beyond six years as a Lecturer within the UC system includes the right to a Continuing Appointment so long as the University determines that the instructional need exists and that the instructional performance of the lecturer is excellent. The record of performance in teaching is carefully assessed and the standard of excellence is an indispensable qualification for appointment beyond six years.

The above language is suggested and review committees are encouraged to take special care in describing the criteria that are relevant in a particular candidate's case. In addition, a letter of solicitation must include the University confidentiality statement (See Red Binder I-49).

VI. Other Evidence

Evidence of curricular development and renewal should be documented. Critical experimentation with materials and methods for teaching improvement, publication of articles, and presentation of papers at professional meetings or workshops may be submitted as evidence of commitment to excellence in teaching.

Evidence of competence in the field, command of the subject and continuous growth in the field may be demonstrated by the candidate's participation in the discipline itself. In certain fields such as art, music, dance, literature, writing, and drama, distinguished creation should receive consideration. In evaluating artistic creativity an attempt should be made to demonstrate the candidate's merit in the light of such criteria as originality, scope, richness, and depth of creative expression. It should be recognized that in music, drama and dance, distinguished performance in design, conducting, and directing is evidence of a candidate's creativity.

VII. Service

It is expected that a lecturer will participate in activities that involve service to the department and the university. The department should make its expectations clear in this area and should take care to include this information in its review of a candidate. Such data might include records of attendance at departmental and other meetings; department assignments undertaken; accessibility to students (office hour commitments made and kept, independent studies programs directed, student activities sponsored and advised). Any such activities should be noted and evaluated; any such activities that are assigned as part of the candidate's workload should be subjected to a more rigorous evaluation. While every faculty member is expected to have some activity in this area, it should be recognized that the opportunities for such service will vary from lecturer to lecturer. Exceptionally meritorious service should be carefully documented in preparing the recommendation.

Review of individuals for promotion to the Senior Lecturer rank must demonstrate service of exceptional value to the University. Among such activities are governance. Also included are activities that involve member's professional expertise in a context outside the University's environment. Activities in both these areas should be carefully documented.

VIII. Reviewing Agencies

1. The departmental review committee prepares the letter of recommendation after appropriate review has taken place. The letter of recommendation should accurately describe all review committee views including those of dissenting members. The department's recommendation, with accompanying material, is sent to the office of the appropriate Dean.
2. The Dean of the appropriate college makes an analysis and recommendation based on the materials and recommendation submitted by the department. In addition to the departmental case, however, the Dean has access to departmental and Dean's recommendations from previous reviews. The Dean has authority on merit cases. For

individuals appointed at the College level the Associate Vice Chancellor for Academic Personnel has authority for the merit review.

3. The Associate Vice Chancellor for Academic Personnel has authority for Excellence reviews, and may request review by the Committee on Academic Personnel when he or she determines that such a review is necessary for proper evaluation.
4. The final decision in all merit and Excellence reviews is based on the documentation presented in the departmental file, as well as the recommendations of the Dean and the Committee on Academic Personnel (in those cases where CAP is asked to review).

CONTINUING APPOINTMENT REVIEW FORM

Informational only- all cases are to be submitted on line

(Revised 05/07)

Name _____

Department _____

PRESENT STATUS

PROPOSED STATUS

Title _____

Title _____

Current Salary _____

Proposed Salary _____

Effective Date _____

Departmental vote _____

Statement of review process: _____

Check one:

Excellence Review: _____

Merit: _____

Promotion: _____

Documents to be submitted. Include explanation for any missing documents.

- ___ Departmental recommendation
- ___ Candidate response
- ___ Updated C.V. *(including catalogue course listing)* or bio-bib
- ___ Teaching Evaluation : ESCI Score Tabulation and at least one of the following:
 - ___ Additional Source(s) of Evaluation: List _____
 - ___ Raw Student Evaluations (optional)
 - ___ Candidate's Self-Assessment of teaching
 - ___ Peer Evaluation
- ___ Chair's confidential letter
- ___ Minority opinion report
- ___ Letters of evaluation if the proposed action is the Excellence review:
 - ___ Sample Solicitation Letter;
 - ___ List of Referees, including brief biography and indication who selected referees
- ___ Copies of publications if appropriate
- ___ Other: List _____

III-19
INSTRUCTION FOR COMPLETION OF THE
POSTDOCTORAL SCHOLARS APPOINTMENT FORM
(Revised 08/07)

Form is to be used for appointment as:

Postdoctoral Scholar-Employee (3252): Payment made via the University payroll system.

Postdoctoral Scholar-Fellow (3253): Payment made through a University fellowship account, according to the requirements of the fellowship; appointment in PPS may be with salary or without salary (funds paid as a stipend) depending on the fund source.

Postdoctoral Scholar-Paid Direct (3254): Payment made directly by the granting agency to the postdoc; appoint without salary in PPS.

Checklist for submission of the hire packet:

- Review the information concerning exceptions at : <https://www.graddiv.ucsb.edu/postdocs/>:
All exceptions require approval by the Dean of the Graduate Division
- Complete Postdoctoral Scholar Appointment form (Red Binder III-20)
- Have Postdoctoral Scholar and Department Chair/Unit Director sign and date form
- Include additional appropriate paperwork:
 1. UCSB Biography form (*initial appointment only*)
 2. Recruitment paperwork for appointments in title code 3252 with appointment length of one year or more;
 - a. Completed Summary B form; or
 - b. Request and obtain an endorsement of exception to open recruitment from the **Academic Preparation and** Equal Opportunity Office prior to sending the packet. Include the endorsement with the packet.
- Maintain copy of all paperwork for the departmental file.
- Send entire packet to: Postdoctoral Scholar Coordinator
3117 Cheadle Hall
Graduate Division
MC 2070

If exceptions are requested, the Graduate Division will notify the department of approval by returning a copy of the signed Postdoctoral Scholars Appointment Form to the department.

Graduate Division will provide a copy of the appointment form to the Benefits Office.

- Enter appointment into PPS if there were no exceptions requested. If exceptions were requested, wait for approval notification from Graduate Division and then enter appointment into PPS.

III-38
POLICY AND PROCEDURES ON LAYOFF AND INVOLUNTARY REDUCTION
IN TIME FOR NON-SENATE ACADEMIC APPOINTEES

(Revised 01/06)

I. Related Policies

APM 145 Layoffs-Non-Senate Academic Appointees
APM 140 Appeals-Non-Senate Academic Appointees

II. Background

It is University policy to provide equitable and consistent treatment for academic appointees, both full-time and part-time, in the event their appointments must be terminated due to lack of work, lack of funds or discontinuance of a program or there is an involuntary reduction in percent of time.

III. A. Application of Layoff and Involuntary Reduction in Time.

The provisions of this section are applicable to all academic appointees (see Supplement I and II) of the University of California, Santa Barbara, other than:

1. Members of the Academic Senate;
2. Those appointees with an appointment with a specified ending date. The change of an ending date by the University to an earlier date constitutes a LAYOFF;
3. Student Academic Appointees;
4. Those represented by an exclusive representative (Union).

B. Determination of Layoff and Involuntary Reduction in Time.

Department Chairs or Heads of Organized Research Units, Programs and Divisions (hereafter referred to as Chairs) are responsible for determining the need for, the order of and to coordinate layoffs and involuntary reductions in time with the appropriate Deans, Directors and the Associate Vice Chancellor for Academic Personnel.

The Academic Personnel Office will not process forms to implement either action if they do not conform to University and campus policies and procedures.

C. Order of Layoff and Involuntary Reduction in the Percent of time will normally be determined on the basis of:

1. Exceptional skill, knowledge or ability that is essential to the operation of the department or unit, as determined by the Chair.
2. When there is no substantial difference in degree of special skills, knowledge, or ability essential to the department or unit, the order of layoff or involuntary reduction in time shall be in inverse order of seniority.

Seniority shall be established on the basis of the number of months of full-time equivalent service with the University.

IV. Procedures

- A. Upon determining the need for a layoff, or an involuntary reduction in time, and the order in which it is to be accomplished, the Chair will submit a recommendation (Exhibit A), to the

Associate Vice Chancellor for Academic Personnel via the appropriate Dean or Director. The recommendation shall be submitted in duplicate using the form provided and shall include the following:

1. Name of appointee to be laid off or reduced in time; appointee's rank, step, and months of service.
 2. Statement of the specific conditions that make the action necessary, i.e., an explanation of why there is a lack of work, lack of funds, or discontinuance of a program.
 3. Names of other appointees in the department within the same category of employment (e.g. Professional Research series, Specialists, etc.) with their title, rank, step, months of service, and area of expertise.
 4. Justification of the order of layoff or involuntary reduction in time. (Note: the appointee may request a written summary of the reasons for the order of layoff or involuntary reduction in time.)
 5. A copy of the written notification the Chair proposes to send to the appointee, which shall include:
 - a. the reason for the action,
 - b. the effective date,
 - c. how earned vacation will be handled,
 - d. advice to the appointee to contact the campus Benefits Office for information concerning benefits.
 6. The Chair's signature is certification that he/she has investigated all facts in the case and determined that there is no alternative to the proposed action.
- B. The Dean or Director shall review the proposal and, if satisfied that the proposed action is unavoidable and the selection of the appointee was made in accordance with policies and procedures, will sign the original and duplicate copy of the proposal and forward them to the Associate Vice Chancellor for Academic Personnel.
- C. The Office of the Associate Vice Chancellor for Academic Personnel shall:
1. Coordinate with the Executive Director, Academic Preparation and Equal Opportunity to assure that the action is taken without regard to race, color, religion, marital status, national origin, sex, physical or mental handicap, or within the limits imposed by law or University regulations, because of age or citizenship. The Executive Director, Academic Preparation and Equal Opportunity will inform the Associate Vice Chancellor for Academic Personnel if recruitment is on file for a position the candidate for layoff may be qualified to fill.
 2. Review for compliance with University policies and procedures. The Associate Vice Chancellor for Academic Personnel or designate, shall notify the Chair in writing of the final decision. The thirty (30) day notice period begins on the date the Chair is notified of the Associate Vice Chancellor's approval.
- D. If the layoff or involuntary reduction in time is approved, the Chair will inform the individual in writing and forward a copy of the notification letter to the Academic Personnel Office.
- E. Written notice

Except for Continuing Education Specialists (APM 340-20-e), written notice of layoff or involuntary reduction in time must be given to an appointee covered by this policy at least thirty

days in advance of the effective date. It is recommended that the appointee be given as much additional notice as possible. Appropriate pay in lieu of notice may be given.

F. Layoff Status.

An individual in layoff status is given preferential consideration for reemployment during the 12 month period immediately following the date of layoff. Layoff status as used in this Section and section G. includes involuntary reductions in time.

1. Vacancies occurring in the same administrative unit and title series from which the individual has been laid off shall be filled by persons in layoff status, provided a qualified person is available.

Preference for re-employment shall be granted to:

- a. Appointees on layoff status;
 - b. Appointees whose time has been involuntarily reduced; or
 - c. Appointees who have received written notice of layoff or involuntary reduction in time within the six months prior to implementation of layoff or involuntary reduction in time.
2. If two or more qualified persons are in layoff status from the same unit, the individual who was laid off last should be the first to be rehired.
 3. Subject to approval by the Associate Vice Chancellor for Academic Personnel, a position which requires special skills, knowledge or abilities may be filled by an individual who possesses the required skills but is not in layoff status even if an individual in layoff status, but who does not possess the skills, knowledge and abilities, is also an applicant for the position.
 4. The Office of the Associate Vice Chancellor for Academic Personnel shall maintain a roster of all persons in layoff status. The individual's name shall be listed on the roster for twelve months. The Associate Vice Chancellor for Academic Personnel will notify persons on the list of open positions they may be qualified to fill.
 5. When a person is reemployed after a period of layoff not exceeding 12 months, the periods before and after layoff shall be considered as continuous or uninterrupted service for the limited purpose of applying University policies regarding seniority, sick leave, vacation, holidays, other leaves, reduced fees, and salary advancement by merit increases or promotion. However, benefits and credits for service, including those related to any retirement system, do not accrue during periods of layoff status.
 6. It is the responsibility of the individual on layoff status to keep the Associate Vice Chancellor for Academic Personnel informed of his/her current address.
 7. Layoff status may be less than one year, if appointment would have normally expired for those appointments with specified ending date, or reappointment occurs within the campus to the same or equivalent position.

G. Reemployment

A hiring unit may reemploy a person in layoff status by inputting the information to the payroll system. The hiring unit is not required to conduct an open search for the position.

H. Appeals

Layoff decisions may be appealed in accordance with policies and procedures set forth in APM 140 and Regents' Standing Order 103.9.

EXHIBIT A

LAYOFF AND INVOLUNTARY REDUCTION IN TIME

IT IS PROPOSED THAT THE INDIVIDUAL NAMED BELOW BE LAID OFF OR REDUCED IN TIME FOR THE FOLLOWING REASON:

Lack of work _____

Lack of funds _____

NAME _____

TITLE _____

STEP _____

MONTHS OF SERVICE _____

ADMINISTRATIVE UNIT _____

FUNDING SOURCE(S) _____

Name

Account number

EFFECTIVE DATE OF ACTION _____

REASONS: _____

Attach copy of updated Bio-bibliography of C.V.

Provide the requested information concerning all other appointees in the unit who hold appointment in the same title:

Name _____

Rank _____

Step _____

Months of Service _____

Reason not selected: _____

(Use additional pages to complete this section. Include names of others who hold appointment in the same title.)

I certify that the above information is correct.

Principal Investigator

Date

Department Chair/Unit Head

Date

Dean/Director

Date

APPROVED:

Executive Director, Academic

Date

Preparation and Equal Opportunity

Vice Chancellor for Academic Personnel

Date

ACADEMIC APPOINTEES NON-SENATE MEMBERS
(FACULTY)

Adjunct Series

Assistant Adjunct Professor
Associate Adjunct Professor
Adjunct Professor

Visiting Titles

Visiting Assistant Professor
Visiting Associate Professor
Visiting Professor

*Lecturer

*Lecturer. Potential Security of Employment (PSOE) less than 100%
*Supervisor of Teacher Education

ACADEMIC APPOINTEES NON-SENATE MEMBERS
(NON-FACULTY)

*Librarian Series

Assistant Librarian
Associate Librarian
Librarian
Assistant University Librarian
Associate University Librarian
Visiting Assistant Librarian
Visiting Associate Librarian
Visiting Librarian

Miscellaneous Titles

Tutor
Academic Coordinator
Academic Administrator

UNEX Titles

Continuing Education Specialist
Continuing Educator
Program Coordinator

Postgraduate Research

Visiting Postgraduate Research

Professional Research Series

Assistant Research
Associate Research
Research
Visiting Assistant Research
Visiting Associate Research
Visiting Research

Specialist Series

Junior Specialist
Assistant Specialist
Associate Specialist
Specialist

*If represented by a Union, see applicable MOU for Lay-Off, etc. provisions.

V-5
**PROCEDURES FOR RECRUITMENT OF
TEMPORARY POSITIONS**
(Revised 05/07)

A. Preparing the Advertising Packet: This packet contains all relevant information on how the position will be advertised, the efforts proposed toward providing equal employment opportunity to all interested applicants, and in reaching a diverse applicant pool in which women and minorities are represented. At a minimum, the Advertising Packet must include:

- Recruitment Plan for Academic Vacancies (Red Binder V-13) .
- One copy of advertisement.
- The recruiting department is expected to cover all advertising costs for temporary teaching and research positions. In special circumstances and upon request by departments, the Dean's office may approve and pay for advertising costs for these positions. One copy of an Advertising Order Form (Red Binder V-15) for each journal where the advertisement is to appear, and for which there is a charge should be attached. If the ad is free, an Advertising order form is not needed.

Additional documents, when applicable:

- A note or memo indicating imminent journal deadlines for ads or special handling instructions.
- One copy of mailing list used in disseminating this position.
- Other relevant materials for the advertisement and the recruitment, e.g. information on publication schedule of journals, advertising rates, sample letters to applicants.

Approval signatures required:

- Director of Equal Opportunity
- Dean (teaching titles) or Associate Vice Chancellor for Research (research titles)

Processing Advertisements:

Responsibility for the placement of ads with vendors, distribution of advertisement flyers, etc. is to be determined by each College.

B. Processing Applications/Vitae; Scheduling Interviews: The recruiting department and/or the departmental search committee:

1. Upon receiving applications, sends the applicant:
 - a letter acknowledging receipt of applicants;
 - a blank Applicant Survey Form (Red Binder V-17)
2. Screens applicants until a pool of finalists has been decided. Fills out the Applicant Evaluation Form (Red Binder V-19) for each application received.
3. Tallies the Applicant Survey Forms from responding applicants. These forms may be obtained by calling the Office of Equal Opportunity, extension 2701. Applicants may also complete the survey online at <http://research.survey.ucsb.edu/asf/asf.htm>. <http://survey.ucsb.edu/asf> The tally results will be required later for form Summary A in Step C.
4. Interviews the finalists. When campus interviews are not feasible due to logistics or lack of funds, interviews by phone or other technology may be acceptable.

C. Making the Academic Appointment: For teaching titles, the department fills out the form Summary A-- Recruitment Activities for Ladder Rank Faculty & Equivalents, and Temporary Teaching Faculty, to be submitted to the Dean's Office. (Red Binder V-20). For research titles, the department fills out the form

Summary B- Recruitment Activities for Research Titles, to be submitted to the Office of Equal Opportunity
(Red Binder V-23).

UNIVERSITY OF CALIFORNIA, SANTA BARBARA
RECRUITMENT PLAN FOR ACADEMIC VACANCIES

(Revised 05/07)

1. DEPARTMENT INFORMATION:

NAME OF DEPARTMENT _____ TODAY'S DATE _____
TITLE OR LEVEL OF POSITION (TENURE TRACK, TENURED, OPEN, TEMP. FACULTY, RESEARCH, POSTDOC ...)
AREA OF RECRUITMENT OR SPECIALIZATION OF POSITION _____ PROVISION DESIGNATION _____

2. RECRUITMENT PLAN:

Proposed wording of advertisement: Attach a copy of proposed advertisement to this form.

a. List names of publication(s) where the advertisement is to appear: Note: For permanent positions the ad must appear in at least one print (non-electronic) journal to satisfy Labor Certification requirements _____

b. List names of colleges /universities, professional organizations which you propose to contact: _____

c. Indicate which of the above-mentioned recruitment sources are addressed particularly to women and minorities:

d. Describe any other recruitment activities you propose to undertake: _____

3. BUDGET: Estimated cost of ad: Ad #1: \$ _____ ; Ad #2: \$ _____ ;

Ad #3: \$ _____ ; Ad #4: \$ _____ ; Ad #5: \$ _____

TOTAL ESTIMATED COST: \$ _____

Advertising funds to be used: College funds \$ _____
Departmental funds \$ _____

Dept comment/special handling instructions, if any:

Name of Dept. Chair or Director Authorized Signature Date signed

Form prepared by: _____ Phone extension: _____

Attachments: Copies of ads, Advertising Order Forms, mailing lists, other information as appropriate.

4. APPROVALS:

~~Executive Director, Academic Preparation and Equal~~
Opportunity: The attached has/have been reviewed in terms of affirmative action guidelines. I recommend that it/they be approved.

Date signed

Dean (for instructional titles only) The attached advertisement(s) has/have been reviewed and approved.

Date signed

ROUTING:

PERMANENT & TEMP. FACULTY RECRUITMENT

RESEARCH TITLE RECRUITMENT

DIRECTOR OF EQUAL OPPORTUNITY

DIRECTOR OF EQUAL OPPORTUNITY

DEAN

After final approval, confirmation ad copy goes to:

ORIGINATING DEPT, OFFICE OF EQUAL OPPORTUNITY,
OFFICE OF ACADEMIC PERSONNEL

VI-1
LEAVES OF ABSENCE
(Revised ~~08/07~~ 11/07)

Policies on Leaves of Absence for both nine-month academic appointees and eleven-month academic appointees are outlined in APM 700 - 760. The following contains procedures on the Santa Barbara campus relating to these policies.

I. General

- A. Specific regulations have been established by The Regents and the President on certain types of leaves of absence. These are:
 - 1. Sabbatical Leave (APM 740)
 - 2. Sick Leave (APM 710)
 - 3. Family and Medical Leave (APM 715)
 - 4. Vacation (APM 730)
 - 5. Holidays (APM 720)
 - 6. Leave to attend Professional Meetings (APM 752)
 - 7. Miscellaneous Leaves (APM 750, 751, 758, 759)
 - 8. Parental Leave, Childbearing and Active Service Modified Duties (APM 760)

- B. Because nine-month academic appointees are expected to be present from the beginning of the Fall quarter through the end of the Spring quarter, any appointee returning after the beginning of the Fall quarter or leaving before the end of the Spring quarter, should apply for a leave of absence in accordance with the applicable policy.

- C. The faculty member must submit the leave request to his/her Department Chair at least 45 days in advance of the begin date of the pay period in which the leave is to be taken, unless circumstances beyond the control of the faculty member make this impossible. Requests for sabbatical leaves must be submitted 3 months in advance of the begin date of the pay period for the leave.

- D. Leave requests for periods of from 8 to 30 calendar days (other than vacation and holiday leave) must be accompanied by a memo from the Department Chair endorsing the leave (see V below). Leave requests for more than 30 days also require input into the payroll system. **NOTE:** A leave without salary must be entered into the payroll system regardless of the length of the leave.

- E. All academic employees are covered by FML, CFRA and FEHA. In most cases university policy provides greater coverage than that required by State and Federal law. Please see the appropriate APM sections, as listed above, for information concerning coordination of University policy and State and Federal Law. FML will normally run concurrently with other approved leave.

II. Leaves and the Eight Year Probationary Period.

- A. Childbearing, Parental Leave or a combination of both, which is equal to or exceeds one quarter and which is not greater than one year, whether with or without salary, is automatically excluded from service toward the eight-year period. The faculty member must inform the Department Chair in writing before, during, or within one quarter after the leave, if he/she wishes the time to be included as service toward the eight-year period. It should be noted that this is considered time excluded from the tenure clock and the faculty member should not be expected to produce any additional materials/publications because of this exclusion. Any materials/publications that are produced,

however, should be considered in the next appropriate review.

- B. A period of Active Service-Modified Duties is included as service toward the eight-year probationary period or toward other service limits described in APM 133.
- C. Upon request of a faculty member who has 50 percent or more of the responsibility for the care of ~~an infant newborn child~~ **up to age two**, or a child under age five newly placed for adoption or foster care, an extension of the probationary period of up to one year may be granted by the Associate Vice Chancellor for Academic Personnel. The request for an extension must include a written statement by the faculty member certifying that he/she has 50 percent or more of the responsibility. Requests for such extension must be made within two years of a birth or adoption, and may not be made after the tenure review has begun. There is a limit of two such extensions during the probationary period to provide for birth or adoption.
- D. With the exception of Childbearing or Parental Leave, periods of leave, either with or without salary, are included as service toward the eight-year period. Exception may be granted only if requested in conjunction with the original leave request, or in the case of sick leave, within one quarter or semester after the leave is taken. The Associate Vice Chancellor for Academic Personnel, after consultation with the Committee on Academic Personnel, may determine that the activity undertaken during the course of the leave is substantially unrelated to the individual's academic career.
- E. For purposes of review for advancement or promotion accomplishments produced during the leave period will be considered as part of the total record, but the period of extension shall be excluded when evaluating the rate of research or teaching performance.

III. Leaves and Sabbatical Leave Accrual

- A. Sabbatical leave credit is not accrued during a period of leave with or without pay. Credit will accrue if an absence is for less than one-half of a quarter.
- B. Sabbatical leave credit will accrue during a period of Active Service-Modified Duties when the duties are equivalent to at least 50% of normal duties. When such is the case, the Chairperson's endorsement of a period of Active Service-Modified Duties should include a statement to that effect.
- C. Sabbatical leave credit is not accrued during periods of service when more than 50% of the appointment is paid from extramural grant funding. Payment from extramural funding requires appointment in a Research title that does not allow accrual of sabbatical leave credit.

IV. Termination following a leave

- A. Faculty are required to return to active service following a sabbatical leave for a period of time equal to the leave. In the event that the faculty member does not return, they will be held responsible for payment of any salary received during the sabbatical leave. Transfer to another UC immediately following a sabbatical leave does not require repayment of salary.
- B. Colleges may choose to apply the policies concerning return to service following a sabbatical leave to other paid leaves.

V. Chair's Request For Leave Approval Sample Letter

Date

TO: Dean/ Associate Vice Chancellor for Academic Personnel

FROM: Department Chair

RE: Request for _____ Leave during 20__-20__ for Professor _____
(Type of Leave) (Name)

I endorse the request of Professor _____ for a _____ leave
(Name) (Type of Leave)
for the period of _____ through _____ for the _____ quarters. A
(Date) (Date) (Fall/Winter/Spring)
copy of the written request is attached. Professor _____ will return from the
(Name)
leave on _____.
(Date)

The purpose of the leave is to _____
(Explanation)

(For sabbatical leave include the location while on leave, collaborator, if applicable, source and amount of financial support while on leave, sabbatical leave credits to be used and sabbatical leave credit balance, as well as any request for forfeit or liens of sabbatical leave credits).

Professor _____ will receive _____% income from UC during the period of the
(Name) (percent)
leave (or will be without salary), Professor _____'s assigned courses will be covered by
(Name)
_____. He/She is a Principal Investigator of a grant and appoints Professor
(Name)
_____ as a substitute for the period with approval of the sponsoring agency.
(Name)

I request your approval of this leave. (for sabbatical leave requests: Attached you will find a list of other faculty on approved leave during the period.)

Attachment(s) (written request for leave and list of other faculty on leave during the period.)

VII-1
GUIDELINES FOR ACCESS TO UNIVERSITY PERSONNEL RECORDS BY
GOVERNMENTAL AGENCIES
(Revised October, 1995)

The following University of California guidelines and procedures for Access to University Personnel Records by Governmental Agencies were issued in 1987 by then Acting Vice Chancellor, Robert S. Michaelsen.

All governmental agency requests regarding access to academic and staff personnel records about a university employee classified as (1) "confidential academic review records" (peer review records), (2) "confidential records", (3) "personal records", or (4) "non-personal records" are to be directed to the Office of The Executive Vice Chancellor. The policy covers:

1. Academic Records

Campus responses to governmental agency requests to access to academic personnel records subject to Academic Personnel Policy section 160, for any purpose will be coordinated by the offices of the Associate Vice Chancellor, Academic Personnel, the Executive Director, Academic Preparation and Equal Opportunity, and Business Services.

2. Staff Records

Campus responses to governmental agency requests to access staff records are subject to Staff Personnel Policy 605. Responses will be coordinated by the Director of Human Resources, Executive Director, Academic Preparation and Equal Opportunity, and Business Services.

As appropriate, the offices of General Counsel will be consulted regarding questions of a governmental agency's statutory right of review, of relevancy, and for interpretation of the attached guidelines.

Reviews

Once the campus has determined that under University guidelines the particular governmental agency is entitled to review academic and staff personnel records subject to our academic and staff personnel policies, the campus will provide a central location for review of these files. Throughout the review, a campus official will be present to insure the appropriate accounting of records under review.

In regard to files that may be copied by a governmental agency representative subject to these guidelines, the Executive Vice Chancellor's office will number each file and record the number of pages. The governmental agency representative will sign a form indicating the pages they wish to copy. Each page copied will be stamped noting that it is subject to the specific agreement between the University of California and the governmental agency.

GUIDELINES FOR ACCESS TO UNIVERSITY PERSONNEL RECORDS
BY GOVERNMENTAL AGENCIES

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Appendix A Academic Personnel Manual Section 160-20-b(1)

Appendix B Disclosure Agreement with the California Department of Fair Employment and Housing

Appendix C Business and Finance Bulletin RMP-8, "Legal Requirements on Privacy of and Access to Information," Section VII.B.1, Definition of Confidential Information.

GUIDELINES FOR ACCESS TO UNIVERSITY PERSONNEL RECORDS BY GOVERNMENTAL AGENCIES

I. Introduction.

All University records about individuals are classified as (1) "confidential academic review records" (peer review records), (2) "confidential records," (3) "personal records," or (4) "non-personal records." Access rights by individuals and entities vary according to the type of record. Comprehensive requirements for access to all types of University records are contained in Business and Finance Bulletin RMP-8, "Legal Requirements on Privacy of, and Access to Information." The purpose of these guidelines is to supplement that document by specifying the rights of Federal, state, and local government officials to access the four categories of University personnel records. Included in these guidelines are the provisions of the two legal agreements between the University and the U.S. Department of Labor (DOL), and the State of California Department of Fair Employment and Housing (DFEH) pertaining to access to confidential academic review (peer review records) during investigations of discrimination complaints or compliance reviews.

For additional information on access to, and the privacy of personnel information refer to:

Business and Finance Bulletin RMP-8, "Legal Requirements on Privacy of and Access to Information," dated December 10, 1985;

Academic Personnel Manual Section 160, "Maintenance of, Access to, and Opportunity to Request Amendment of Academic Personnel Records," revised August 1, 1992;¹ and

Staff Personnel Policy 605, "Staff Personnel Records," dated December 1, 1990.²

II. Access by Governmental Agencies to Confidential Academic Review (Peer Review) Records.

This section does not apply to access to peer review records by the U.S. Department of Labor (DOL) or the State of California Department of Fair Employment and Housing (DFEH) relating to complaints of discrimination or compliance reviews. See Sections III and IV.

If a representative of a governmental agency other than DOL or DFEH requests access to material in University personnel records which includes items that are "confidential academic review records" (peer review records) pursuant to Academic Personnel Manual Section 160-20-b(1) (Appendix A), such request must be in writing. In response to the written request, the requester should be informed that:

¹ All references to this policy apply to academic personnel except as otherwise provided by a Memorandum of Understanding.

² Staff Personnel Policy 605 does not apply to staff employees covered by a Memorandum of Understanding.

The University of California is in full support of (name of agency)'s need and duty to acquire information pertinent to carrying out its functions. University policies concerning confidential academic peer review records, however, specify that such records are confidential documents. This designation of confidentiality is essential to the University's academic personnel process to secure candid evaluations of individuals under review. The University provides safeguards in the review process to assure that the confidentiality does not cloak unfairness to individuals or result in abuse.

With respect to academic peer review personnel records, our policies take into account the need to protect individual rights of privacy. Furthermore, our academic personnel policies provide that subject individuals may receive, on request, a redacted copy of the substance of the confidential documents in their files, edited to withhold disclosure of the identity of persons who have supplied evaluations of the subject individuals with the understanding that the identity of the evaluator will be held in confidence.

In light of the above policies, and provided that your agency has a statutory right to review these records and shall maintain their confidentiality, the University is prepared to make available for your authorized representative on-site review of academic personnel files relevant to your review.

In applying the general policies regarding use of confidential academic documents in the personnel process, and in order to balance the need to protect the confidentiality of certain records against the legitimate needs of access by governmental agencies, you should abide by the following guidelines dealing with representatives of government agencies who have requested material from peer review records:

1. You should allow the governmental agent to view on-site the complete files which are relevant to the governmental review, but only after the names of evaluators and any identifying particulars have been removed.
2. If the governmental agent asks to remove copies of, or make and remove notes about peer review documents from the physical custody of your campus or Laboratory, the following officers should be consulted prior to response:
 - a. the Senior Vice President--Academic Affairs, and
 - b. General Counsel.

III. Access by the U.S. Department of Labor to Confidential Academic Review (Peer Review) Records Relating to Complaints of Discrimination or to Compliance Reviews as Required by Consent Decree.³

If a representative of the Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), requests access to material in University records which includes items the University characterizes as confidential pursuant to Academic Personnel Manual Section 160-20-b(1)

³ An agreement between the University of California and the U.S. Department of Labor dated October 3, 1980 pertaining to the latter's access to University academic peer review records. The full text of the Consent Decree is available from the Office of the General Counsel

(academic peer review records), the following procedures, as set forth in the Consent Decree, should be followed:

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1. The University shall provide OFCCP access for inspection and copying of such books, records, accounts, and other materials which OFCCP determines to be relevant and necessary whenever it is reviewing the University's compliance with Executive Order 11246, as amended, and the rules, regulations, and orders issued pursuant thereto (hereinafter Executive Order 11246 or the Executive Order). The University shall allow OFCCP to remove copies of said books, records, accounts, other materials, and notes from off campus or from any other place at which they are maintained.⁴
2. OFCCP will remove copies of books, records, accounts, and other University materials off campus where it concludes that said materials are necessary to its Executive Order review. However, where such books, records, accounts, or other materials concern the following, and are and have been maintained in confidence by the University, prior to making copies, the OFCCP investigator (EOS) will justify his/her decision to the appropriate OFCCP Area Office Director:
 - a. Letters of evaluation or other statements pertaining to any individual received by the University in the academic peer review process with the understanding that the letter or statement will be held in confidence;
 - b. Letters from the chairperson (or equivalent officer) in the academic peer review process setting forth a departmental recommendation; and,
 - c. Reports, recommendations, and other related documents from administrative officers and campus ad hoc and standing committee in the academic peer review process concerning evaluations of individuals.

Only if the Area Office Director concurs, will copies of any of the above-listed documents be taken off campus or removed from any other place where they are retained by the University. If the Area Office Director concurs, the University shall be notified by the Area Office Director of the documents to be copied and removed. Copies will then be taken off campus, or from other locations where they are maintained by the University, in accordance with OFCCP's Executive Order compliance assessment needs.

4. Where OFCCP takes copies of any of the documents listed in paragraph 2, a-c, above, off campus or from other locations where they are maintained by the University, all copies of such documents (which have not been entered as hearing or trial exhibits) shall be returned to the University within a reasonable period of time after completion, as determined by the Department of Labor, of a compliance review, complaint investigation, other investigation, or administrative or judicial enforcement proceedings.⁵ The University will then maintain said copies for at least ten (10) years unless the parties mutually agree on a shorter period of retention, and will provide them to OFCCP

⁴ However, nothing in this Consent Decree shall be deemed to in any way limit the University's right under 41 CFR 60-60.4(c) (or its successor) to question the relevancy of documents removed off campus or from any other place in which they are maintained, and to seek their return, thereunder.

⁵ The term "completion" includes, but is not limited to, Departmental reviews of such reviews, investigations, or proceedings.

whenever it requests them. When such documents are provided, OFCCP shall maintain and return them in accordance with this Consent Decree."

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IV. Access by the State of California Department of Fair Employment and Housing to Confidential Academic Review (Peer Review) Records Relating to Complaints of Discrimination as Required by Disclosure Agreement.

If a representative of DFEH requests access to material in University academic peer review personnel records which includes items the University characterizes as confidential pursuant to Academic Personnel Manual Section 160-20-b(1), the procedures set forth in the Disclosure Agreement (Appendix B) should be followed. This agreement concerns disclosure of University records when DFEH is investigating charges of employment discrimination, and details the specific steps to be followed when releasing all types of academic personnel records, including comprehensive summaries of confidential academic review records and actual review records.

V. Access by Governmental Agencies to Academic, Staff, and Other Employee Personnel Records Designated as Confidential (other than Confidential Academic or Peer Review Records).

Business and Finance Bulletin RMP-8, "Legal Requirements on Privacy of and Access to Information," Section VII.B.1. provides a complete definition of confidential information which includes, but is not limited by law to, medical, psychological, and investigative information about an individual. See Appendix C. Academic Personnel Manual Section 160-20-b(2) similarly defines confidential information and clarifies that such academic personnel information is generally not part of the peer review file, but is occasionally maintained by the University. Business and Finance Bulletin RMP-8 provides the definition of confidential information for all staff employees.

If a representative of a governmental agency requests access to confidential academic, staff, or other employee personnel information, such request must be in written form and the information should be made available only if the governmental agency has a legal right to such access. Because of the sensitivity of confidential information and the University's policy of protecting individual rights of privacy, the requester should be informed that:

The University of California is in full support of (name of agency)'s need and duty to acquire information pertinent to carrying out its functions. Our personnel policies specify, however, that certain materials in personnel records are confidential documents, and take into account the rights of access of third parties, as well as the need to protect individual rights of privacy.

In light of these policies and in conformance with the law, the University is prepared to make available for your authorized representative on-site review of confidential personnel files relevant to your review, provided that your agency has a statutory right to review these records and shall maintain their confidentiality.

VI. Access by Governmental Agencies to Academic, Staff, and Other Employee Personnel Records Designated as Non-personal or Personal.

The preceding guidelines have dealt with access to confidential academic review (peer review) records, and the separately defined confidential information about academic, staff, and other

employees. Following are guidelines for governmental access to that personnel information which the University considers non-personal or personal in nature.

Business and Finance Bulletin RMP-8, Section VII.B.3, Academic Personnel Manual Section 160-20-b(4) and Staff Personnel Policy 605.18 specify those types of personnel information which

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the University considers to be non-personal, such as the individual's name, the date of hire, the current position title, the current rate of pay, the organizational unit assignment (including office address and telephone number), and the current job description. These types of records are public records and are available to governmental agencies upon request.

Personal information is defined in Business and Finance Bulletin RMP-8, Section VII.B.4, Academic Personnel Manual Section 160-20-b(5), and Staff Personnel Policy 605.19, as that information which is not confidential (Section V above and Appendix C) or non-personal, and the disclosure of which would constitute an unwarranted invasion of personal privacy of the individual. Examples of the most common types of personal information are included in the referenced section of Business and Finance Bulletin RMP-8. If a representative of a governmental agency requests access to personal information about any employee, it will be made available only if the governmental agency has a statutory right to such access, or if the individual to whom the information pertains has authorized release (Business and Finance Bulletin RMP-8, Section VII.G.3., Academic Personnel Manual Section 160-20-d(4), Staff Personnel Policy 605.22). The governmental agency should agree to not release personal information obtained from the University except to the subject of the information or to authorized individuals.

GENERAL UNIVERSITY POLICY APM - 160
 REGARDING ACADEMIC APPOINTEES
 Academic Personnel Records/Maintenance of, Access
 to, and Opportunity to Request Amendment of

The Faculty Code of Conduct (Part II.D.3.) as approved by the Assembly of the Academic Senate and incorporated into the official document, "University Policy on Faculty Conduct and the Administration of Discipline," initially adopted by The Regents in June 1974, and subsequently amended, specifies that among types of unacceptable faculty conduct is "breach of established rules governing confidentiality in personnel procedures." This part of the Faculty Code recognizes the importance of the right to privacy of an individual undergoing a personnel review and of the right to privacy of persons who furnish, in confidence, evaluations of individuals under review.

b. Definition of Types of Records and Information Maintained by the University about Academic Employees

(1) "Confidential academic review records" are:

(a) A letter of evaluation or other statement pertaining to an individual received by the University with the understanding that the identity of the author of the letter or statement will be held in confidence to the extent permissible by law.

(b) A letter from the chairperson (or equivalent officer) setting forth a personal recommendation in connection with an academic personnel action concerning the individual, such as appointment, promotion, merit increase, appraisal, reappointment, nonreappointment, or terminal appointment.

(c) Reports, recommendations, and other related documents from campus and departmental *ad hoc* committees concerning evaluations of the individual under applicable University criteria in connection with an academic personnel action, such as appointment, promotion, merit increase, appraisal, reappointment, nonreappointment, or terminal appointment.

(d) Information placed in the review file by a department chair that provides reference to the scholarly credentials of individuals who have submitted letters of evaluation or their relationship to the candidate.

August 20, 1984

DISCLOSURE AGREEMENT

A. The California Department of Fair Employment and Housing (hereinafter "DFEH") is responsible for investigating charges of employment discrimination filed with the Department. In the course of investigating such charges, DFEH often asks to inspect or obtain copies of certain information pertaining to the complainant in the custody of an affected employer in order to determine if there is merit to the charge. When investigating a charge brought against the University of California (hereinafter "University"), DFEH at times desires to inspect and copy personnel records which include academic review records for University academic employees or candidates. These academic review records are deemed confidential by the University. These academic review records are those listed in Academic Personnel Manual section 160-20(b)-1 (Rev. 8/1/92). (Appendix A of this Agreement.) Both parties recognize that in conducting its investigation DFEH has the legal right of access to University records, subject to certain legal limitations and restrictions. This Agreement sets forth the parties' understanding regarding DFEH's access to such records.

The University recognizes that DFEH has a statutory obligation to complete its investigation within one year of the date the complaint is filed. DFEH recognizes that the University needs sufficient advance notice in order to prepare certain documents for discovery pursuant to the terms of this Agreement. Therefore, the parties to this Agreement agree to the timetables specified as a general guide. These timetables shall not preclude earlier compliance or different timetables agreed upon between the parties in any individual case.

B. Access to Records.

B-1. Whenever DFEH investigates a charge of discrimination brought by an academic employee or candidate about whom the University maintains academic personnel records which are confidential pursuant to University policy, DFEH may review all relevant existing University personnel records of the charging party which are not confidential academic review records. If a redacted copy of confidential academic review records exists, the redacted copies shall be included in the records reviewed. DFEH may also request copies of the records pursuant to Section D-1 of this Agreement without prior on-site review.

B-2. If DFEH then determines that access to relevant existing University personnel records of non-charging parties which are not confidential academic review records is necessary for the conduct of the investigation for purposes of comparison, DFEH shall explain in writing the basis for its request to the Academic Vice Chancellor of the affected campus. The University will afford DFEH the opportunity to inspect those records on-site within twenty (20) days of receipt of the written request of DFEH. If redacted copies of

confidential academic review records exist, the redacted copies shall be included in the records reviewed.

B-3. If after review of records under B-1 or D-1 of this Agreement DFEH determines that access to the academic review records of the charging party which are deemed confidential by the University is necessary for the conduct of the investigation, DFEH shall explain in writing the basis for its request to the Academic Vice Chancellor of the affected campus. In response to such a request, if the University has previously provided DFEH with the comprehensive summary of the charging party under D-1, the University shall allow DFEH to review the originals confidential academic review records, or copies thereof, with the names and identifying particulars of reviewers deleted, on site in order to authenticate the accuracy of the summaries within twenty (20) days of DFEH's request.

If a redacted copy of confidential academic review records for the charging party does not exist or does not cover confidential academic review records applicable to the period of the complaint, the University shall first prepare and provide DFEH with redacted copies of the requested records, setting forth the substance of those records, except for information which would reveal the sources of the records and as specified in Academic Personnel Manual section 160-20-b(1) (Rev. 8/1/92). (Appendix A of this Agreement.) The University shall not consider such redacted copy confidential. DFEH agrees to allow the University up to four (4) weeks from the written request. to prepare the redacted copies of the requested records of the charging party.

If DFEH then requests, the University shall allow DFEH an opportunity to review the original confidential academic review records, or copies thereof, with names and identifying particulars of reviewers deleted, on site in order to authenticate the accuracy of the redacted copies upon twenty (20) days notice by DFEH of its request for said review.

B-4. If after review of records under B-2 or D-2 of this Agreement DFEH determines that access to the academic review records on non-charging parties which are deemed confidential by the University is necessary for the conduct of DFEH's investigation for purposes of comparison, the DFEH consultant shall notify his/her District or Regional Administrator and the Academic Vice Chancellor of the affected campus. The District or Regional Administrator of the DFEH office involved shall explain in writing, to the Academic Vice Chancellor the basis for the request and that access is in conformity with DFEH criteria used by consultants in such investigations.

In response to such a request, the University, if redacted copies of confidential academic review records for comparable non-charging parties do not exist or do not cover confidential review records applicable to the period of the complaint, shall first prepare and provide DFEH with redacted copies of the requested records, setting forth the substance of those records, except for information which would reveal the sources of the records and as specified in Academic Personnel Manual section 160-20-b-2 (Rev. 8/1/92). (Appendix A of this Agreement.) The University shall not consider such summaries confidential as to the party to whom the summary pertains. DFEH agrees to allow the University up to eight (8) weeks from the written explanation by the District or Regional Administrator of the DFEH office involved to prepare the comprehensive summaries of the requested records of the comparable non-charging parties.

If DFEH then requests, the University shall provide DFEH with an opportunity to review the original confidential academic review records, or copies thereof, with names and

identifying particulars of reviewers deleted, on site in order to authenticate the accuracy of the summaries upon twenty (20) days notice by DFEH of its request for said review.

- B-5. If after review of records under B-3 or B-4 of this Agreement DFEH then determines that information about reviewers is necessary for the conduct of its investigation, the District or Regional Administrator shall state in writing its need for the information. Within ten (10) days of receipt of DFEH's statement of need the Academic Vice Chancellor or designee shall consult with DFEH. Within five (5) working days of the consultation, the University will provide the information requested about, but not the names of, reviewers (e.g., gender, ethnicity, discipline). Nothing in this paragraph shall be interpreted to prevent DFEH and University from modifying the scope of the original request by agreement during the required consultation.
- B-6. Finally, if the District or Regional Administrator of the DFEH office involved provides a written statement why access to the academic review records in unredacted form is necessary to the investigation and, that the result is in conformity with DFEH criteria used by consultants in such investigations, the Academic Vice Chancellor or designee shall consult with the District or Regional Administrator within ten (10) days of receipt of DFEH's statement. Within five (5) working days of the consultation, the University will afford DFEH the opportunity to review the original confidential academic review records in unredacted form on site. Nothing in this paragraph shall be interpreted to prevent DFEH and University from modifying the scope of the original request by agreement during the consultation.

The University reserves the right to raise legal objections to DFEH's request to review the documents specified in paragraph B-6 on the grounds that the information requested is not reasonably relevant to the matter under investigation or on such other bases as might be available under applicable law. Written notice of refusal to provide access to any part of the documents specified in B-6 shall be provided by the University to DFEH within five (5) working days of the consultation specified above, setting forth the reasons for such refusal.

- C. Notes. The DFEH consultant shall be permitted to take notes of conversations as well as documents reviewed at the on-site review. In the event that the consultant takes notes, such notes will be regarded as information obtained under a promise of confidentiality, pursuant to the provisions of paragraph B-1 of this Agreement.
- D. Removal of Copies of Records.
- D-1. The University shall provide copies of all relevant existing University personnel records of the charging party which are not confidential academic review records within ten (10) days of DFEH's request. If a redacted copy of confidential academic review records exists at the time of DFEH's request, it shall be included in the copies of records provided to DFEH. If a redacted copy is prepared by the University pursuant to paragraph B-3 of this Agreement, the University shall provide the redacted copy immediately upon completion of the redaction.
- D-2. If DFEH determines that copies of existing University personnel records of non-charging parties which are not confidential academic review records are necessary for the conduct of

the investigation for purposes of comparison subsequent to DFEH's review of those records on site pursuant to paragraph B-2 of this Agreement, DFEH shall explain in writing the basis for its request to the Academic Vice Chancellor of the affected campus. The University will provide the requested records within ten (10) days of DFEH's request. If redacted copies of confidential academic review records exist at the time of DFEH's request, they shall be included in the copies of records provided to DFEH. If redacted copies are prepared by the University pursuant to paragraph B-4 of the Agreement, the University shall provide the redacted copies immediately upon completion of the redaction.

D-3. If DFEH determines that removal of copies of confidential academic review records relating to the charging party or to non-charging parties which have been reviewed pursuant to paragraphs B-3 and B-4 of this Agreement is necessary to the conduct of its investigation, the District or Regional Administrator shall provide a written statement to the University why removal of copies is necessary to the conduct of the investigation. Within ten (10) days of receipt of DFEH's statement, the Vice Chancellor or his designee shall consult with the District or Regional Administrator. Nothing in this paragraph shall be interpreted to prevent DFEH and University from modifying the scope of the original request by agreement during the required consultation.

If the District or Regional Administrator so consults and affirms the need, the University agrees to provide copies of the requested records of the charging party and comparable non-charging parties as redacted pursuant to paragraphs B-3 and B-4 of this Agreement within five (5) working days.

If the case is forwarded to the DFEH Legal Unit for review for accusation, the University agrees to provide copies of the unredacted records requested within five (5) working days.

D-4. DFEH agrees to the following security measures for copies of records provided pursuant to section D-3:

- a. Copies provided by the University will not be duplicated in any form. DFEH will maintain only the copy provided by the University.
 - b. All copies provided by the University will be maintained in a segregated, locked file.
 - c. Only consultants, attorneys, and DFEH employees or agents with a specific need to know shall have access to the copies of records provided pursuant to this section.
- E. The sequence of access to inspection and/or removal of the academic review records, as described above in sections B, C and D, may be modified in any individual case upon agreement of both parties to this Agreement.
- F. Pursuant to this Agreement, the parties hereto shall abide by the following conditions:
- F-1. DFEH shall regard the notes taken by any DFEH consultant during the course of a review concerning academic review records and information deemed confidential by the University as well as any conversations concerning those records and information and/or any notes taken about academic review records and information deemed confidential by the University and provided to DFEH to be provided under a promise of confidentiality, and such records, information and notes shall be deemed to be received by DFEH as confidential

pursuant to, but not limited to, Government Code section 12932, subdivision. (b) and DFEH Field Operations Directive No. 38 (6/16/83).

- F-2. DFEH shall not release or otherwise disclose records and information provided under a promise of confidentiality or any notes or records relating to such records and information or to conversations concerning such records and information to any person or party requesting to inspect or copy such, except as follows. DFEH agrees that all records, information, and notes or copies thereof obtained pursuant to this Agreement with a promise of confidentiality and/or deemed confidential by the University and provided to DFEH and which are maintained by DFEH during an investigation are "confidential" as defined by Civil Code section 1798.3, subdivision (a)(4) and are therefore not disclosable to the complainant or third parties during a pending investigation, unless DFEH is ordered to do so by a court of competent jurisdiction. DFEH agrees not to disclose any University academic review information received by DFEH and provided under a promise of confidentiality or notes about such information or notes about conversations concerning such information that remain in DFEH's possession except under the terms of Civil Code section 1798.38. In response to a request for confidential academic review information by the subject of that information, DFEH will provide only the redacted copies concerning the subject provided to DFEH pursuant to the terms of this Agreement, unless DFEH is ordered to do so by a court of competent jurisdiction.
- F-3. If DFEH officially ends the investigation of any complaint filed against the University without issuing an accusation, DFEH shall forthwith return to the University all records containing personal and confidential information about all parties including notes relating to said records and information received by DFEH for purposes of its investigation of said complaint pursuant to the terms of this Agreement as well as any copies thereof. The University agrees to retain such records and notes for a period of seven (7) years after return.
- F-4. If DFEH determines that an accusation is warranted, DFEH may, notwithstanding the foregoing provisions, use records designated here under as confidential, as well as the matter contained therein, in the accusation and subsequent prosecution of the case. Prior to introducing any of such records into evidence before the Fair Employment and Housing Commission, DFEH shall provide the University with the opportunity to seek a protective order from the Commission. If the Commission denies the protective order, the University shall retain its right to seek a protective order from the appropriate court of law.
- F-5. DFEH agrees to give the University adequate notice of any subpoena or deposition of a confidential reviewer whose name was revealed pursuant to section B-6 of this Agreement to enable the University to seek a protective order.
- G. Any discovery issues not specifically covered by the terms of this Agreement are outside the purview of this Agreement.
- H. This Agreement is binding on the whole University system and all employees and agents of DFEH.

Original document signed by Mark Guerra, Director, DFEH and James S. Albertson, Associate Vice President Academic Affairs.

RMP-8
Dec. 10, 1985

Section VII.B. (cont)

1. Confidential Information

Recent amendments to the Information Practices Act delete the term confidential information from Section 1798.3 but retain the limited access rights provided to information previously so defined by addition of a new Section 1798.40. Section 1798.40 provides that an agency is not required to disclose information to the individual to whom the information pertains if certain criteria are satisfied. The criteria listed correspond to those previously used to define the term confidential information. Thus, although the term has been eliminated from the Act, no substantive change has been effected regarding disclosure or access rights. The University will continue to use the term confidential information to mean any information which meets any of the following criteria:

- 1798.40 (a - c) a. Is compiled for the purpose of investigation of suspected criminal activities or identification of individual criminal offenders or alleged offenders.
- 1798.40 (d) b. Is maintained for the purpose of an investigation of an individual's fitness for University employment, or of a grievance or complaint, or a suspected civil offense, so long as the information is withheld only so as not to compromise the investigation or a related investigation. The identities of individuals who provided information for the investigation may be withheld pursuant to Section 1798.38. (See Section VII.H.1.)
- 1798.40 (e) c. Would compromise the objectivity or fairness of competitive examination for appointment or promotion in University service, or is used to determine scholastic aptitude.
- 1798.40 (f) d. Pertains to the physical or psychological condition of the individual, if the University determines that disclosure would be detrimental to the individual. The information shall be disclosed upon the individual's written authorization to a licensed medical practitioner or psychologist designated by the individual.