

285-0 **Policy**

- a. Lecturer titles ~~which that~~ have or lead to security of employment are faculty positions designed to meet the long-term instructional needs of the University ~~which that~~ cannot be best fulfilled by an appointee in the ~~regular~~ professorial ~~s~~Series (see APM - 220).
- b. A budgeted FTE must be allocated for any ~~full-time appointee appointment~~ in this series. Should the Chancellor approve a less than 100 percent appointment, a portion of a budgeted FTE equal to the percent time appointment must be allocated. See APM - 285-16-b for more information on part-time appointments.

285-4 **Definition**

- a. ~~These titles are assigned to individuals who engage in teaching, professional activities. The Security of Employment series is used for appointees who are members of the faculty of an academic or professional college, school, division, department, or program of the University who have instructional and University and public service responsibilities and engage in professional and/or scholarly activities, including creative activities, especially as they relate to instruction and pedagogy.~~

~~b. The Lecturer with Security of Employment series should not be confused with Regents' Lecturer (see APM 290), or with Lecturer and Senior Lecturer e.b. (see Memorandum of Understanding: Non-Senate Instructional Unit).~~

~~An appointee in this series will regularly carry a heavier load of teaching than will appointees in the professorial series.~~

285-8 **Titles** ~~Types of Appointments~~

~~Acting titles may be used (see APM - 235).~~

a. Titles in the ~~Lecturer with~~ Security of Employment series are:

(1) Assistant Lecturer with Potential for Security of Employment.
~~(PSOE) Assistant Teaching Professor may be used as a working title. This title is used for those that have not yet been conferred security of employment.~~

~~(2) Senior Lecturer with Potential for Security of Employment (PSOE)~~

(2) Associate Lecturer with Security of Employment. Associate Teaching Professor may be used as a working title.

(3) Lecturer with Security of Employment ~~(SOE)~~. Teaching Professor may be used as a working title.

~~(4) Senior Lecturer with Security of Employment (SOE)~~

b. An appointment (as distinguished from a promotion or reappointment) occurs when a person is employed in one of the three ranks above, if the individual's immediately previous status was:

(1) not in the employ of the University;

(2) in the employ of the University but not with a title in this series; or

(3) in the employ of the University in the same title but at a different campus.

c. A promotion is ~~an~~ advancement from one rank to a higher rank within the ~~Lecturer~~ SOE series.

d. A merit increase is advancement in salary rate and step without change of rank (see APM - 610, Salary Increases).

~~Upon promotion, a Lecturer PSOE becomes a Lecturer SOE, and a Senior Lecturer PSOE becomes a Senior Lecturer SOE. A Lecturer SOE may be~~

~~promoted to Senior Lecturer SOE.~~

~~e. A Lecturer PSOE and a Senior Lecturer PSOE have appointments with specific end dates. The term A reappointment means is the renewal of an Assistant Lecturer with Potential for Security of Employment appointment immediately following the end date of a previous appointment ~~in this series~~ (i.e., without a break in service). A reappointment may or may not be accompanied by ~~a promotion or~~ a merit increase.~~

285-~~940~~ **Criteria**

~~a. _____~~ A candidate for appointment, reappointment, merit increase, or promotion in this series shall be ~~judged evaluated~~ by ~~achievements in~~ the following ~~areas:—~~ teaching, professional three criteria:

(1) Teaching excellence

(2) Professional and/or scholarly achievement and activity, including creative activity

~~and—~~

(3) University and public service.

~~These c~~Criteria ~~for examining achievement in these areas are set forth are~~
~~further explained~~ in APM - 210-3, *Instructions to Review Committees* ~~That~~
~~Which Advise on Actions Concerning the~~ ~~Lecturer with~~ Security of Employment
(SOE) Series.

- a. ~~The title Senior Lecturer with Potential for Security of Employment (PSOE)~~
~~or Senior Lecturer with Security of Employment (SOE) may be assigned to an~~
~~appointee who provides services of exceptional value to the University and~~
~~whose excellent teaching and professional accomplishments have made him or~~
~~her a recognized leader in his or her professional field and/or in education.~~
- e. ~~Appointment and advancement of a part-time appointee with a title in this~~
~~series shall depend on the quality of performance at a level of distinction~~
~~comparable to that demanded of a full-time appointee; however, when~~
~~circumstances warrant, a lesser rate of professional achievement and activity~~
~~will be acceptable. Teaching assignments and departmental, committee, and~~
~~other service should be in proportion to the percentage of time of the position,~~
~~but the same quality of performance is expected as for a full-time appointee.~~
- d. Transfer of appointees in the regular professorial series to the Lecturer SOE
series.

b. Change of series

(+) In cases when there has been a review of an Assistant Professor and the Chancellor has decided not to continue the individual's appointment in the professorial series, the individual may not subsequently be appointed on any campus to the ~~Lecturer~~ SOE series (or certain other titles) for a period of five years. (See APM - 133-0-a(3).)

(2) ~~Upon the recommendation of the department, and consistent with campus academic review processes and following regular academic review, the Chancellor may transfer appoint an Associate Professor or Professor to the Associate Lecturer with Security of Employment or Senior Lecturer with Security of Employment title. This transfer change of series requires the written consent of the faculty member.~~

~~e. When there has been a review of a Lecturer PSOE or Senior Lecturer PSOE and the Chancellor has decided not to continue the individual's appointment in that series, the individual may not subsequently be appointed on any campus to certain faculty titles for a period of five years. For a list of these faculty titles, see APM 133, Appendix A. (See also APM 133-0-b(3).)~~

An appointee in the Security of Employment series may have a change of series into the professorial series, consistent with campus academic review processes and only upon satisfying recruitment compliance.

285-16 **Restrictions**

The following restrictions apply to the use of titles in this series:

- a. In order to maintain the University's mission for an appropriate balance between education, research, and service, the Chancellor, in consultation with the Academic Senate, may establish a cap on the number of appointments in this series. If so desired, a cap may be set for each school or department.

- b. Normally an appointment to this series is for ~~full-time-100 percent~~ service to the University.

- ~~b-c.~~ Security of employment may be granted only for an appointment at 51 percent or more than half-time unless the Chancellor, whose authority may not be redelegated, approves the appointment by special exception. (See Regents' Standing Order 103.10.)

- d. An initial appointment ~~for at~~ less than ~~full-time service-100 percent and more than~~ 51 percent or more time with a title in this series, or a subsequent permanent reduction in the percent time of an appointment, may be authorized under ~~appropriate-exceptional~~ circumstances, provided the Chancellor specifically approves the arrangement as being in the best interests of the University based on the particular situation. ~~Ordinarily, such part-time~~

~~appointments will be limited to cases in which the appointee's professional commitment is to the University. In the rare case that a part-time appointee has a professional commitment other than to the University, the Chancellor must be assured that~~

~~e. A memorandum of understanding between the Chancellor and the part-time appointee will be able to fulfill all the obligations entailed in the University appointment shall be signed by both parties, to clarify the following:-~~

~~In the future, the Chancellor is not obligated to increase the percentage of any part-time appointment, even if the appointee and/or the department request such an increase.~~

~~The appointee shall execute a written agreement that the security of employment status and other conditions of the appointment as described below are limited to the specified percentage of time. The agreement shall be set forth in a letter from the Chancellor advising the individual that the part-time appointment does not imply any future right to a full-time appointment with security of employment. The letter should also state that the rate at which credit for University service accrues for University retirement benefits may likewise be affected. The individual must sign and return a copy of such letter to indicate consent.~~

(1) There are no implied rights to current or future full-time security of employment and the only security of employment granted with this appointment is at the agreed upon percentage; and

(2) A voluntary permanent reduction in Workload expectations are based on the specified percentage of time of the appointment shall be subject to the same restrictions as stipulated above for an initial part time appointment.

~~e. Promotions, merit increases, and reappointments may be made only within the limits of supporting funds.~~

e. Appointment and advancement of a part-time appointee shall depend on the quality of performance in teaching excellence, professional and/or scholarly achievement and activity, and service; expectations for the quantity of performance shall depend on the percentage of time of the appointment. In all cases, when an appointee is considering a part-time appointment, or a temporary reduction in the percentage of time of an appointment, the terms of the appointment and the expectations for productivity shall be discussed by the dean, department chair, and the appointee at the outset and documented in a memorandum of understanding for advancement.

f. When there has been a review of an Assistant Lecturer with Potential for Security of Employment, Assistant Professor in the Professorial series, Assistant

Professor in Residence, or Assistant Professor of Clinical (e.g., *Medicine*) and the Chancellor has decided not to continue the individual's appointment in that series, the individual may not be appointed on any campus to certain faculty titles for a period of five years as set forth in APM - 133, Appendix A and also APM - 133-0-a(3) and b(3).

~~e.—A registered student or candidate for a higher degree at the University of California is not eligible for appointment to a title in this series.—~~

285-17 **Terms of Service ~~Appointment Review~~**

a. Assistant Lecturer with Potential for Security of Employment (~~PSOE~~) and ~~Senior Lecturer with Potential Security of Employment (PSOE)~~

(1) Term of Appointment

Each appointment and reappointment is limited to a maximum term of two years with a specific end date. The total University service with this ~~and title in combination with~~ certain other titles may not exceed eight years, in accordance with APM - 133-0-b, ~~and Regents' Standing Order 103.10 which provides: "...a Lecturer—Potential Security of Employment or Senior Lecturer—Potential Security of Employment appointed at more than half time who has completed eight years of service in that title, or in that~~

~~title in combination with other titles as established by the President, shall not be continued in that title after the eighth year unless given appointment with security of employment.”~~

~~(2) Effective Date of Appointment~~

~~Rules concerning the effective date of appointments shall be as stipulated in APM 200-17; normally an appointment period will coincide with the University’s fiscal year of July 1 through June 30.~~

~~(23) Appointment for Less Than Two Years~~

The appointment or reappointment of an Assistant Lecturer with Potential for Security of Employment ~~or Senior Lecturer PSOE~~ may be for a period of less than two years only under the following circumstances:

- (a) An appointment or reappointment with an effective date other than July 1st shall end ~~normally typically~~ on the second June 30th following the appointment or reappointment.
- (b) A promotion or merit increase may become effective on July 1st before the end of a two-year term, but such advancement shall mark the beginning of a new term of appointment.

- (c) ~~A~~Consistent with the eight-year limit, a terminal appointment for an Assistant Lecturer with Potential for Security of Employment ~~or Senior Lecturer PSOE~~ may be for a period of less than two years provided adequate notice has been given, as stipulated in APM - 285-17-a(45).

(3) Advancement

An appointee holding the title Assistant Lecturer with Potential for Security of Employment ~~or Senior Lecturer PSOE~~ is eligible for reappointment, merit increase, and promotion. ~~Decisions about reappointment, merit increase, and promotion of the appointee are~~ based on careful reviews of the appointee's progress, ~~promise,~~ and achievement, ~~and may be affected by fiscal and programmatic considerations.~~

(5) (4) Notice for Non-Renewal of Appointment

When an appointment as an Assistant Lecturer with Potential for Security of Employment ~~is or Senior Lecturer PSOE is~~ not to be renewed, written notice shall be given by the Chancellor ~~in advance of prior to~~ the expiration date in accordance with the schedule below. ~~Pay in lieu of notice may be authorized by the Chancellor.~~

- (a) With less than one year of service as an Assistant Lecturer with Potential for Security of ~~Employment~~ or Senior Lecturer PSOE by the end of the current period of appointment: at least a four-month notice.

- (b) With at least one complete year of service and not more than two years of service as an Assistant Lecturer with Potential for Security of ~~Employment~~ or Senior Lecturer PSOE by the end of the current period of appointment: at least a six-month notice.

- (c) With more than two years of service as an Assistant Lecturer with Potential for Security of ~~Employment~~ — or Senior Lecturer PSOE by the end of the current period of appointment: at least a twelve-month notice.

(56) Termination Before the End of the Appointment Period

(a) Assistant Lecturer with Potential for Security of Employment

Termination of the appointment of an Assistant Lecturer with Potential for Security of Employment ~~or Senior Lecturer PSOE~~ before the expiration of the appointment shall be only for good cause, after the opportunity for a hearing before the properly constituted advisory committee of the Academic Senate, in accordance with Regents' Standing Order 103.10 and Senate Bylaws 336 or 337.

~~b.~~ (b) Associate Lecturer with Security of Employment ~~(SOE) and Senior Lecturer with Security of Employment (SOE)~~

All appointments and promotions to the ranks of Associate Lecturer with Security of Employment and ~~Senior Lecturer with Security of Employment~~ ~~are continuous shall continue~~ until terminated by resignation, retirement, or dismissal. ~~A Senior Lecturer SOE may be demoted to Lecturer SOE.~~ “An appointment with security of employment shall not be terminated except for good cause after the opportunity for a hearing before the properly constituted advisory committee of the Academic Senate, in accordance with.” ~~(Regents' Standing Order 103.10 and Senate Bylaws 336 or 337).~~

285-18 **Salary**

The Office of the President publishes a salary ~~range scale~~ for this series. ~~The rate of advancement may be more variable, and in many cases slower, than for professorial positions. The Security of Employment series will be paid on the same salary scale as the professorial series.~~

The Chancellor, after appropriate review, has authority to approve salaries up to and including the Indexed Compensation Level (ICL).

The Provost and Executive Vice President for Academic Affairs has authority to approve salaries exceeding the ICL threshold. See APM - 220-85-d.

285-19 Normal Periods of Service

~~For a Lecturer SOE, the normal period of service before review for advancement for a merit increase is three years. The period of service in the rank of Lecturer SOE may be of indefinite duration. Promotion to Senior Lecturer SOE is not normally expected, but may occur when warranted. Review for promotion to the Senior Lecturer SOE title will normally occur only after a minimum of six years in the title of Lecturer SOE.~~

~~Senior Lecturer SOE titles should be paid at a level no less than Professor, Step I. Normally, an appointee shall be reviewed every three years for a merit increase, until the salary is equivalent to that of Professor Step V. Service at that level and higher may be of indefinite duration, and review for advancement will not usually occur after less than four years. Senior Lecturers SOE of the highest distinction, whose work has been internationally acclaimed, are eligible for salaries above the top of the range.~~

The normal periods of service at rank and step in this series are shown in the published salary scales and are described below. Although these time periods indicate the usual intervals between advancements, they do not preclude more rapid advancement in the case of exceptional merit or more gradual advancement when warranted and if unrelated to an Assistant Lecturer with Potential for Security of Employment's eight-year limitation. Personnel reviews that are deferred due to stopping the clock for reasons as defined in APM - 133-17-g, -h, and-i or a family accommodation as defined in APM - 760 should be treated procedurally in the same manner as personnel reviews conducted at the usual intervals. All evidence produced during the probationary period, including the period of the extension, counts in the evaluation of the candidate's review file. The file shall be evaluated without prejudice, without regard to the length of service at the assistant rank, and so stated in the department chair's letter.

- (1) For an Assistant Lecturer with Potential for Security of Employment, the total period of University service in the title Assistant Lecturer with Potential for Security of Employment or in this and certain other titles (see APM - 133-0) shall not exceed eight years, except as provided in APM - 133-12. The normal period of service at a given step in this rank is two years.
- (2) For an Associate Lecturer with Security of Employment, the normal period of service in the Associate rank is six years. The normal period of service at step is two years in each of the first three steps. Service at Steps IV and V is three years in each step.
- (3) For a Lecturer with Security of Employment, the normal period of service at step is three years in each of the first four steps. Service at Step V and above may be of indefinite duration. Advancement to Step VI usually will not occur after less than three years of service at Step V. This involves an overall career review and will be granted on evidence of sustained and continuing excellence in each of the following three categories: (1) effectiveness and excellence in teaching; (2) professional and/or scholarly achievement and activity; and (3) University and public service. Advancement from Step VI to Step VII, from Step VII to Step VIII, and from Step VIII to Step IX, will usually not occur before three years, and

will only be granted on evidence of continuing achievement at the level required for advancement to Step VI.

Lecturers in the SOE series who are on the Law School scale are subject to the same criteria as the professorial series.

Advancement to an Above-Scale rank involves an overall career review and is reserved only for the most highly accomplished faculty (1) whose work of sustained and continuing excellence has attained national or international recognition and broad acclaim reflective of its significant impact on education within the discipline; (2) whose contributions to University teaching and education outcomes are excellent; and (3) whose service is highly meritorious. Except in rare and compelling cases, advancement will not occur after less than four years at Step IX. Moreover, mere length of service and continued good performance at Step IX are not justification for further merit advancement. There must be demonstration of additional merit and distinction beyond the performance on which advancement to Step IX was based. A merit advancement for a candidate already serving at above-scale must be justified by continuing evidence of accomplishment commensurate with this level. Continued good service is not an adequate justification. Intervals between such merit advances may be indefinite, and only in the most superior cases where there is strong and

compelling evidence will advances at intervals shorter than four years be approved.

285-20 **Conditions of Employment**

a. ~~Part-time Lecturers PSOE and part-time Senior Lecturers PSOE are not members of the Academic Senate. Full-time Assistant Lecturers with Potential for Security of Employment, and full-time Senior Lecturers PSOE Associate Lecturer with Security of Employment and Lecturer with Security of Employment are members of the Academic Senate, per-~~

~~b. Part-time Lecturers SOE and part-time Senior Lecturers SOE are not members of the Academic Senate. Lecturers SOE and Senior Lecturers SOE who are full-time appointees are members of the Academic Senate. (See Regents' Standing Order 105.1(a).)~~

~~c.~~ b. An appointee to this series may be assigned to teach courses at any level.

~~d. Since appointment to a title in this series does not imply the responsibility of engaging in research, an appointee will be assigned a heavier instructional load than that of an appointee in the regular professorial series.~~

~~e.c.~~ An appointee with a title in this series may be ~~is not~~ eligible to apply for sabbatical leave. (See APM - 740)

~~e. An appointee with a title in this series is eligible for leave with pay (APM—758) or without pay (APM—759), when the Chancellor determines that the leave is in the interest of the University. The Chancellor may approve a leave of absence with pay for twelve months or less.~~

285-24 ~~Authority to Approve Appointments, Reappointments, and Promotions—~~

~~For a general outline, see APM—220-24 and local campus implementing procedures. Authority to approve appointments, reappointments, merit increases, and promotions to titles in this series are as follows:~~

~~a. Assistant Lecturer with Potential for Security of Employment~~

~~The Chancellor, after appropriate review (see APM - 220-82).~~

~~b. Associate Lecturer with Security of Employment~~

~~The Chancellor, after appropriate review (see APM - 220-85).~~

~~c. Lecturer with Security of Employment~~

~~The Chancellor, after appropriate review (see APM - 220-85).~~

285-80 **Review Procedures**

The Chancellor, in consultation with the Committee on Academic Personnel, may develop local review procedures for the ~~Lecturer with~~ Security of Employment series. Campus procedures for review and advancement shall be modeled on the general pattern of the review process for members of the professorial series. ~~See~~(see APM - 220-80; and ~~220-82 through 220-85~~ APM - 210-3).

285-95 **Letters of Invitation and Notification**

See APM - 220-95 for model language. The term “security of employment” shall be substituted for the term “tenure”.