

**ARTICLE 23  
SUMMER SESSION**

**A. GENERAL**

1. For purposes of this MOU, summer sessions are not considered part of the regular academic year, and are neither an academic quarter nor an academic semester, nor portion thereof.
2. An NSF appointed to teach summer session shall be appointed as Lecturer in Summer Session, title code 1550. Appointment as a Lecturer in Summer Session does not confer eligibility status for benefits or retirement.
3. When an NSF is offered an appointment in summer session, she or he shall be informed in writing of:
  - a. the title of the position;
  - b. the salary amount and salary arrangements;
  - c. the name of the employing department;
  - d. the period for which the appointment is effective;
  - e. the course(s) assigned;
  - f. any other duties that have been assigned;
  - g. the name of the department chair, program head or other person to whom the NSF reports; and
  - h. whether the appointment is a contingency appointment and the criterion on which a withdrawal of the appointment would be based.

Letters of appointment shall be consistent with this MOU. If conflicts exist, this MOU shall be controlling.

4. The University may offer an appointment in summer session contingent upon sufficient enrollment in the course(s). If sufficient enrollment is not attained, the University may, at its sole discretion, withdraw an appointment that has been offered on a contingent basis, and will provide the NSF the reasons, in writing, for the withdrawal. This section (A.4.) is not subject to the provisions of Article 17 - Layoff, Reduction in Time, and Reemployment and/or Article 33 - Arbitration of this MOU.
5. The provisions of Article 7 - Appointment are not applicable to this Article.
6. The appointment or reappointment shall have a definite ending date and shall terminate on the last day of the appointment set forth in the letter of appointment. The appointment or reappointment may be terminated prior to the ending date of the appointment in accordance with the provisions of this MOU.
7. The University has the sole right to assign employees to teach courses offered by the University, and to assign other duties. Whenever possible, the University should consult the NSF in advance of these assignments.
8. All summer session appointment decisions shall be made at the sole discretion of the University except as provided herein and shall not be subject to Article 32 - Grievance Procedure except for procedural violations.
9. By October 1 of each year, the University shall provide the UC-AFT with operating budgets for the immediately preceding summer session for each

campus.

10. In the event the University academic calendar converts to a year-round calendar, the parties shall meet and confer over the applicability of this article to the new academic calendar.

## **B. COMPENSATION**

1. Subject to the provisions of the MOU, compensation for summer session appointments shall be determined by one of the following methods at the sole discretion of the University:
  - a. Normal compensation will be based on the annual salary of the NSF in effect as of June 30 of the calendar year in which summer session begins. Commencing with the 2004 Summer Session, the University shall pay NSF the same percentage of salary provided to Senate Faculty at the same campus, generally, for the assigned summer session course responsibilities.
  - b. In unusual circumstances, the University may determine that it is necessary to provide lower compensation than set forth in B.1.a. on an individual or campus-wide basis.
    - 1) In doing so, the University will consider such factors as, but not limited to, the number of course units, enrollment, special nature of the course or session, availability and qualification of instructional staff, curriculum requirements or budgetary considerations.
    - 2) Under such circumstances, the University will provide to the AFT advance notice of the need to provide lower compensation, with the relevant factors to support its position.
  - c. The University may provide higher compensation to individual NSF, or on a campus-wide basis at any time.
2. Total monthly compensation for an NSF with a fiscal year (11 month) appointment who teaches in the summer session may not exceed 100% of the monthly salary rate.

## **C. PAYMENT**

The University pays summer session compensation, as provided in Section B., above, via a by-agreement pay code. By-agreement payments do not provide for benefits or retirement. The University will provide notification of by-agreement arrangements, including schedule of payments, at least three (3) months, whenever possible, prior to the beginning of the session.