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Faculty Personnel Policies

Definition of Faculty

The faculty consists of all individuals appointed for the instruction of students. The University faculty consists of two distinct categories: ranked faculty and special appointment faculty. Each category operates with distinct contract types and contractual rights and responsibilities, as described below. At the discretion of the Deans and Provost, special titles may be assigned (e.g., Visiting Professor, Distinguished Educator in Residence, etc.). These titles do not replace the category of appointment below.

Ranked Faculty

A ranked faculty member is a full-time or part-time employee of the University who has been appointed to one of the four regular academic ranks: instructor, assistant professor, associate professor, or professor.

Full-time Faculty

Full-time faculty:

1. may be employed on term, probationary, or continuous contracts;
2. ordinarily have full-time teaching duties or have teaching and other duties, such as academic administration equivalent to a full-time teaching load;
3. are full voting members of the faculty and have all of the rights and responsibilities of faculty as described in Faculty Personnel Policies in the “Faculty Responsibilities” and “Professional Growth and Development” sections of this handbook.

Part-time Faculty

Part-time faculty are faculty members who hold one of the regular academic ranks and who are given an appointment equivalent to halftime or more, but less than that of a full-time faculty member. Part-time faculty:

1. may be employed on term or continuous contracts, but are not normally employed on probationary contracts;
2. depending on the type of contract, may have contractual rights on a pro-rata basis to promotion, tenure, sabbatical leave and fringe benefits as provided in this faculty handbook;
3. are full voting members of the faculty and have, on a pro-rata basis, responsibilities for advising, serving on committees and all other responsibilities of full-time faculty members as detailed in this faculty handbook.

Special Appointment Faculty

Definition

Special appointment faculty are assigned the academic titles of lecturer, senior lecturer, adjunct, senior mentor or professor emeritus. Appointments are made by the Vice President for Academic Affairs after consultation with the dean and department chair or program director and depend on adequate enrollment in the assigned courses.

Types and Criteria

Lecturer

Annual faculty contracts are normally offered as ranked positions. However, on rare occasions an annual Lecturer contract is offered for positions that may not require a terminal degree, or in situations where the position is designated for a temporary length of time, or for a position that does not emphasize scholarly activity.

Lecturers are employed on an annual contract and are selected by the dean and department chair or program director in consultation with the Vice President for Academic Affairs. The Vice President for Academic Affairs solicits input from the Appointment, Rank and Tenure Committee before the offer of a Lecturer contract.

A Lecturer position does not lead to or count toward tenure, nor does it lead to promotion to the regular academic ranks. Selection of Lecturers should be consistent with the University’s academic standards.

Lecturers:

1. may be employed on a full- or part-time basis (if part-time, the appointment is at least halftime);
2. are expected to be available at least one hour per week for each course taught to advise students regarding their course work;
3. are employed pursuant to a term contract;
4. do not accrue time toward tenure or sabbatical;
5. are full voting members of the faculty;
6. have responsibilities for teaching, advising, service to the department and university, and for continued professional development;
7. are evaluated by the Appointment, Rank and Tenure Committee on the same schedule as ranked faculty, with a two-year, four-year, and six-year review and then a review every five years.

Senior Lecturer

This title may be assigned to a Lecturer in recognition of effective teaching service to the University, its students and its faculty over a period of at least six years. Assignment of this title is made by the Vice President for Academic Affairs, upon the recommendation of the dean and the department chair or program director and the Appointment, Rank and Tenure Committee. Expectations and criteria for Senior Lecturers are the same as those listed above for Lecturers.

Adjunct Faculty

Adjunct faculty are part-time and appointed on a term-by-term basis with no commitment to ongoing employment. The primary responsibility of adjunct faculty is teaching.

Adjunct faculty:

1. teach no more than 18 credits per academic year;
2. are expected to be available to advise students regarding their course work;
3. are employed pursuant to a term contract;
4. do not accrue time toward tenure or sabbatical;
5. have no voting privileges in faculty business, with the exception of the Faculty Adjunct Senator, who has voice and vote in the Faculty Senate and the Faculty Assembly;
6. receive no fringe benefits including tuition remission.

Senior Adjunct Faculty

This title may be assigned to an adjunct faculty member in recognition of effective teaching service to the University over a period of at least six years. Assignment of this title is made by the Vice President for Academic Affairs, upon the recommendation of the dean and the department chair or program director. Expectations and criteria for Senior Adjunct faculty are the same as those listed above for Adjunct faculty.

Professor Emeritus

Definition

This rank may be assigned to associate professors or professors who have limited or terminated their responsibilities as a ranked faculty member for valid reasons such as retirement or illness after ten or more years of service to the University. A professor emeritus is so designated and appointed by the Board of
Regents, after recommendation by the President, the Vice President for Academic Affairs and the ART Committee.

Status and Privileges

No compensation accrues by virtue of this rank unless by mutual agreement between the President and the individual. Professors emeriti may be offered part-time term contracts by the President to teach or fulfill other duties. In such cases, supplementary benefits, if any, will be set forth in the contract and such term contracts will be limited to less than half-time faculty status.

In order to promote close ties between the University and its emeriti or other retired faculty, the following assistance and privileges are available to these faculty:

1. The University will provide meeting facilities for such former members who may wish to meet as a group.
2. After retirement, a faculty member may request an emeritus employee card. This card will provide (subject to current policies, restrictions, and fees applicable to full-time faculty) access to the University’s recreational and athletic facilities, library, bookstore, campus parking permits, and cultural, athletic, and educational events.
3. All such faculty members will maintain access to their CLUnet account.
4. Such a faculty member may take courses at the University, tuition free. Further, if a spouse and/or dependent is pursuing a degree program under the tuition remission plan specified in the faculty handbook in force at the time a ranked faculty member retires, such benefits will continue until the spouse and/or dependent has completed the degree program.
5. The University, at the request of such a faculty member and provided that this person keeps a current address on file, will send notices of major campus activities to the faculty member.
6. All such faculty members may participate in the University’s graduation and commencement exercises with appropriate academic dress if they so wish.
7. Emeriti faculty members may make use of the departmental secretarial services on a low-priority basis.

Faculty Voice and Vote

All faculty with annual contracts are entitled to vote. Adjunct faculty elected to the Senate may vote in the Senate and in the Assembly.
Faculty Contracts

Types of Contracts

Term (Non-tenure Track)

California Lutheran University offers term contracts that are limited to the term of employment outlined in the letter of appointment. Term contracts are not tenure-track and do not confer upon a faculty member an expectation for continued employment after the term specified in the letter of appointment expires. As a courtesy to term contract holders, the Vice President for Academic Affairs will issue letters reminding term contract holders whose contracts will expire at the end of the academic year of the conditions of their contracts by November 15 of each academic year.

Three-year rolling contracts may be awarded, upon the recommendation of the Vice President for Academic Affairs and the ART Committee, to ranked faculty who are not tenure-track but who have received a favorable sixth-year review.

Faculty holding term contracts have the same rights, responsibilities, and opportunities for professional growth and development as faculty with probationary (tenure-track) contracts, as outlined in this section of the faculty handbook. Faculty holding term contracts may apply and be considered for promotion and for appointment to probationary (tenure-track) positions.

Probationary (Tenure-track)

Probationary contracts are normally awarded only to full-time, ranked faculty. Such contracts place faculty in a probationary period leading to evaluation for tenure. The probationary period will normally last for six years and must not exceed seven. Probationary faculty are entitled to notice of non-reappointment as provided for in "Faculty Personnel Policies" Section. Upon the recommendation of the ART Committee and the Vice President for Academic Affairs, faculty with prior full-time ranked teaching experience at an institution of higher education may be granted, by the President, some years (normally up to three) toward the probationary period, even though the person’s total probationary period in the academic profession is thereby extended beyond the normal maximum of seven years.

Continuous (Tenured)

Continuous contracts at California Lutheran University are given to ranked faculty members who have attained tenured status as provided for in "Faculty Evaluation Process and Standards"
section of this handbook. Faculty members employed under continuous contracts are entitled to annual contract renewal and are subject to the terms and conditions of employment that exist at the time of each annual renewal unless separated from the University pursuant to the provisions of "Separation from the University" section of this handbook.

Locus of Appointments

All faculty appointments to probationary or continuous contracts have as the locus of their appointment the department(s) which is (are) named in the faculty member's annual letter of appointment.

A faculty member may receive appointment to more than one department. When such appointments occur, the faculty member may be tenured to each respective department on a pro-rata basis.

Faculty members with appointments in more than one academic unit may vote in each, including for Faculty Senate representatives. However, a faculty member may only be elected to the Faculty Senate from one academic unit.

Issuance and Receipt of Contracts

All ranked faculty (probationary and continuous) contract offers for any academic year must be issued on or before April 15 and be returned on or before April 30 or the first working day thereafter. If the contract offer is not accepted on or before April 30, and no special arrangement with the Vice President for Academic Affairs has been made, the offer will automatically expire. The Academic Affairs Office will, however, make reasonable efforts to contact any faculty member who fails to respond to an offer of reappointment in order to avoid inadvertent resignation.

All term contracts are issued on an individual basis as the necessity arises.

Contract Year

Faculty appointments are normally made for a salary year beginning on September 1 and ending on August 31, even though the actual term of service may end on May 31. Thus, members of the full-time faculty with a nine-month term of service contract are paid on the basis of a 12-month year. If any teaching member of the faculty is asked to be on duty for a longer period than the present nine-month term of service, they shall receive additional compensation.

The academic year begins with the faculty retreat in August and ends May 31. Professional
service is expected of the faculty member for the academic year.

For members of the full-time faculty with a 12-month term of service contract, the work year shall begin with the first day of June and end with the 31st day of the following May. Faculty with a 12-month term of service contract are entitled to four weeks of vacation.

Outside Employment and/or Professional Activity

The primary responsibility of a faculty member is to devote their full working time as effectively as possible to the University. At the same time, consulting and other outside activities of a professional nature are encouraged by the University, when such activities offer the faculty member experience and knowledge valuable to professional growth and development, strengthen the competence of the faculty member as a teacher and professional person, enhance the reputation of the University, and open to students valuable opportunities for experience and employment outside the University.

All outside employment is subject to University policy such that conflict between such activities and a faculty member’s primary responsibility or the appearance thereof be avoided.

Time Restriction

Unless otherwise approved in writing by the Vice President for Academic Affairs, time spent by full-time faculty members in outside employment and outside activities must be in addition to, rather than a part of, the normal full-time effort expected of faculty members for university work. These activities must not interfere with faculty members’ full-time responsibilities of teaching, advising, scholarship, and university/community service. The general guideline for time spent on such activities is that it be limited to the equivalent of one work day, or eight hours per five-day week.

Limitations on University Responsibility for Performance of Outside Activities

The University assumes no responsibility for the competence of a faculty member in performing outside activities, nor may any responsibility be implied in any advertising about such activities. Unless explicitly authorized to do so, faculty members may not represent themselves as acting on behalf of the University.

Political Activity

Faculty members, as citizens, are free to engage in political activities. Any member of the faculty who wishes to engage in direct political activity that will involve a substantial amount of time away from the performance of university responsibilities is expected to work out a mutual agreement for leave of absence with the department chair and the dean before undertaking such activity. Unless explicitly authorized to do so, faculty members may not represent themselves as acting on behalf of the University.
Compliance and Enforcement

If the department chair is concerned about whether a faculty member is meeting the standards of this policy, the chair will discuss this with the faculty member. If a satisfactory resolution cannot be reached, the chair will advise their dean. The dean will meet with the faculty member to resolve the issue.

Faculty Rights

Academic Freedom

Statement on Academic Freedom

It is fundamental to the health of an academic institution and ultimately to the health of society at large that individual persons and groups of persons exercise their responsibility and freedom to search for the truth and to speak the truth as it is discovered. In a collegial community, the corporate person of the university institution and the persons of the faculty, administration, and the student body bear mutual responsibility to exercise professional competence and to extend to one another the trust and respect that foster an environment for the exercise of academic freedom. Faculty should also respect the relationship of the University with the Evangelical Lutheran Church in America (ELCA) and the tradition of Lutheran higher education which strongly affirms the principles of academic freedom.

The University endorses fully the statement on academic freedom in the 1940 Statement of Principles of the American Association of University Professors (AAUP), and the following specifically:

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

3. College or university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should
be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution. Faculty members should avoid expressing their personal views on university letterhead.

**Academic Freedom for Librarians**

Although not given faculty rank, academic freedom is also accorded to all professional librarians because they are often present at the point of student contact with ideas. Librarians are free from fear of dismissal or reprisal for performing job-related tasks such as those listed below, and particularly for those duties that are carried out only after consultation with the teaching faculty, such as:

1. the selection of publications, including determination of what to discard from an existing collection and what to accept or refuse from donors;
2. determination of restrictions on circulation of or on access to library materials;
3. the determination of the degree of prominence in the shelving of selected library materials;
4. the advising of students about what to read or study.

**Policy Regarding Threat, Coercion, Boycott, Pressure or Abstention**

The faculty of the California Lutheran University reaffirm their commitment to the principles of academic freedom and the ideals of an academic community. The faculty believe that procedures for effective change and for promoting responsible and reasonable discussion exist and that members of the academic community should direct efforts for constructive reform through the channels created for this purpose. The faculty further believe that several corollaries derive from this general position:

1. To protect the rights of all members of the academic community, the University shall use appropriate means to ensure both freedom to learn and freedom to teach;
2. Students engaging in boycotts or strikes are not exempt from fulfilling academic obligations; faculty cannot make changes in course requirements to accommodate those whose participation in such tactics has led to academic deficiencies.

**Freedom from Harassment**

The University seeks to create and maintain an academic environment in which all members of the community are free of harassment based on race, color, religion, age, national origin, disability, marital status, sexual orientation, or gender. California Lutheran University espouses values that infuse the academic and residential life of its campus. Undergirding community life must be the awareness on the part of every member of the rights and human dignity of every
other member. Attitudes of condescension, hostility, role-stereotyping, and social or sexual innuendo weaken the health of the community. Furthermore, harassment compromises the integrity of a liberal arts education because it makes the learning and working environment hostile, intimidating, and offensive; it destroys opportunities for students to develop a strong positive self-concept and the sense of self-confidence that is essential to living out the ideals of a liberal education. In addition, people who harass others compromise their own integrity and credibility. Consequently, no form of harassment will be tolerated on CLU campuses.

Policy

California Lutheran University (“University”) expects that all employees be treated with dignity and respect. The University prohibits harassment and discrimination on the basis of race, ethnicity, color, religion, creed, ancestry, national origin, age, medical condition, physical or mental disability, sexual orientation, gender (including sexual harassment, gender identification, gender expression, transgender status), genetic information, marital status (including registered domestic partner status), military and veteran status, lawful change of name, Social Security Number or federal employment authorization document, receipt of Medi-Cal coverage, California driver’s license with a “federal limits apply” notation, or any other characteristic protected by local, state or federal law. Discrimination or harassment on the basis of “sex” includes harassment or discrimination on the basis of pregnancy, childbirth, or related medical conditions, breastfeeding, and conditions related to breastfeeding. Sexually harassing conduct need not be motivated by sexual desire and can occur between persons of any sex or gender.

Retaliation against an individual who, in good faith, files a complaint of harassment or discrimination is also prohibited.

Purpose

The University is committed to maintaining a workplace in which all people are treated with tolerance, acceptance, respect, civility and compassion. The University will not tolerate unlawful discrimination or harassment (as defined by this policy) of its employees, vendors, clients, students, interns, or other business contacts if such conduct occurs in or is related to the workplace. The University will take appropriate and immediate action in response to complaints or knowledge of such behaviors while preserving the rights of those against whom allegations have been made to receive procedural protections in the fact-finding and decision-making process.

Definitions

Discrimination is defined as special or disparate treatment based on the characteristics listed in the above policy statement.

Harassment is any unwelcome behavior that is reasonably regarded as offensive that is based on a protected category and that:
1. sufficiently offends, humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim’s emotional tranquility in the workplace, or
2. affects the victim’s ability to perform the job as usual, or
3. otherwise interferes with and undermines the victim’s personal sense of well-being.

A single incident of harassing conduct may create a hostile work environment if the harassing conduct has unreasonably interfered with the victim’s work performance or created an intimidating, hostile, or offensive work environment.

Whether or not the person meant to give offense or believed the comments or conduct were welcome is not significant. Rather, the policy is violated when other individuals, whether recipients or mere observers, are actually offended by comments or conduct based on any protected category and the conduct is considered offensive by a reasonable person.

The University has a compelling interest in free inquiry and the collective search for knowledge and thus recognizes principles of academic freedom as a special area of protected speech. However, freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct that violates federal or State anti-discrimination laws. Two areas require special clarification: faculty speech in the teaching context and faculty speech as a public citizen.

Speech in the Teaching Context

Consistent with these principles, conduct that is legitimately related to the course content, teaching methods, scholarship of an individual faculty member or the educational expression of an individual faculty member in the teaching context shall not constitute harassment under this policy unless the conduct is (1) not germane to the subject matter; and (2) reasonably can be regarded as resulting in harassment as defined above. Difficult conversations often happen in the teaching context and do not automatically constitute offensive conversations. In an academic setting, consistent with academic freedom, wide latitude is required for professional judgment in determining the appropriate content, presentation and discussion of academic material.

Speech as Citizens

No provision of this Policy shall be interpreted to prohibit conduct that is legitimately related to the scholarship or public commentary of an individual faculty member or the educational, political, artistic, or literary expression of faculty (including the supervision of student work) in public forums. However, freedom of speech and academic freedom is not limitless and do not protect speech or expressive conduct that violates federal or State anti-discrimination laws. Speech as citizens is subject to the section of this policy entitled “Scope.”

As set forth in the University’s Academic Freedom policy, faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline,
but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Sexual Harassment

Sexual harassment, a particular type of harassment, also requires special clarification. Sexual harassment can include unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct:

1. is made a condition of employment or employment decision (*Quid Pro Quo*) OR
2. meets the definition of harassment as stated above (*Hostile Work Environment*).

Examples of conduct that may constitute sexual harassment may include but are not limited to:

1. Unwanted physical touching
2. Telling sexually explicit jokes or stories
3. Making comments or gestures reasonably regarded as lewd or offensive
4. Displaying sexually suggestive objects, cartoons, or pictures
5. Sending sexually explicit messages by letter, notes, electronic mail, social media posting, or telephone
6. Making unwelcome comments reasonably regarded as offensive about one’s body, physical appearance, or clothing
7. Frequent use of unwelcome terms of endearment
8. Repeatedly asking an individual for a date or meetings outside of working hours after they have indicated an unwillingness to go.

Examples of conduct based on a protected category that may constitute harassing conduct may include but are not limited to:

1. Making gestures, threats, derogatory comments, or slurs that may be reasonably regarded as offensive to individuals in a particular group
2. Bullying behavior that is threatening, intimidating, verbally abusive or results in other disruptive actions in the workplace
3. Displaying derogatory objects, photographs, cartoons, calendars, or posters.

Retaliation is an adverse action that is taken because someone files a complaint or participates in this process as a witness. The University will not retaliate, nor will it tolerate retaliation, against individuals who make good faith reports about discrimination,
harassment or retaliation in the workplace, whether internally or to an outside agency, or who participate in any workplace investigation under this policy.

Scope

Every member of the University, including employees, customers or suppliers, is responsible for carrying out this policy. This policy also applies to any other persons or third parties with whom the University employees have contact through their employment, including applicants and independent contractors. This policy applies to conduct that occurs (1) on-campus or on any University property, or (2) off-campus, if (a) the conduct occurred in connection with a University activity, program or event; or (b) the conduct violates or may reasonably be considered a violation of federal or state anti-discrimination laws. Each department shall take steps necessary to implement this policy in accordance with the provisions contained herein. Student complaints of sexual harassment are addressed in the University policy titled Title IX and Clery Amendments (HR001).

Any person filing a complaint under this policy in bad faith will be subject to disciplinary action.

This definition can also be found in the University Policy on Harassment and Discrimination Prohibition.

Procedures

Every University employee receives a copy of the written policy on harassment and discrimination prohibition during the first year of their employment. Because of their special responsibilities under the law, supervisors undergo mandatory sexual harassment prevention training within six months of initial employment and bi-annually thereafter. Any manager or supervisor who witnesses or hears about conduct that may constitute discrimination, harassment, or retaliation prohibited by this policy must immediately report the conduct to Human Resources.

California Lutheran University encourages individuals who believe they are subject to conduct prohibited by this policy to, whenever possible, promptly advise the offender that the behavior is unwelcome/unacceptable and request that it be discontinued. Often this action alone will resolve the problem. The University recognizes that an individual may prefer to pursue the matter through an informal or formal complaint process.

The University encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Individuals who feel they have been the victim of or witness to such conduct should promptly report the complaint because early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents. However, late reporting by itself will not preclude the University from taking appropriate remedial action. Reports should fully set forth the facts which give rise to the complaint, including the names and titles of all persons involved.
Because the University is committed to maintaining an environment that is free of unlawful discrimination and harassment, any good faith discrimination or harassment complaint or concern that is brought to the University’s attention will be reviewed and resolved, even if the complaint or concern comes to light in a manner that is not addressed as outlined in this section. (The Faculty Ombudsperson, Pastor, and Counseling Centers are confidential resources for purposes of this policy and any complaint of behavior covered by this policy that is brought to their attention is not considered notice to the University, however these individuals may be required to report such information as required by their licensing body.)

Resolution Procedures

The University's Harassment and Discrimination Prohibition Policy indicates that all complaints made against a member of the faculty pertaining to harassment, discrimination, or retaliation will follow the procedures set forth below. The definitions of prohibited conduct from the University policy (as set forth above and in the University Policy) will be used.

Individuals wishing to report a complaint against a non-faculty employee should use the process in the University Harassment and Discrimination Prohibition Policy.

Informal Complaint Process

Individuals who believe they have been the victim of conduct by a faculty member prohibited by this policy or believe they have witnessed such conduct by a faculty member should discuss their concerns with their immediate supervisor, Dean, Provost, Vice President for Student Affairs, or the Assistant Vice President for Human Resources. The University representatives will attempt to resolve the complaint. The Assistant Vice President for Human Resources will be informed by the supervisor when a complaint is received. If resolution is reached, a record of the resolution will be maintained on file in the Human Resources Department and in the Provost’s Office in the event the complaint moves from informal to formal. Participation in the informal complaint process is optional and not a prerequisite to filing a formal complaint.

Formal Complaint Process

These procedures are to be initiated when a person with a harassment complaint against a faculty member has either been unsuccessful in resolving the matter informally or has decided not to use such procedures and to file a formal complaint.

Individuals who believe they have been the victim of conduct by a faculty member prohibited by this policy or who believe they have witnessed such conduct by a faculty member who wish to file a formal complaint should contact the Assistant Vice President for Human Resources. It is helpful for the individual to submit the complaint in writing, but a written complaint is not required in order for the University to investigate.

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly by the Assistant Vice President for Human Resources and the Provost's
designee, or may be outsourced to an outside investigator. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant information. Faculty may bring the faculty ombudsperson to the interview, whose role is not to present the case nor to advocate on behalf of the faculty, but to listen and be available for the faculty member after the meeting. Confidentiality will be maintained throughout the investigation to the extent possible consistent with adequate investigation practices. The investigation process will give persons accused of prohibited conduct notice of the nature of the allegations and a meaningful opportunity to respond.

After the investigation is complete, the Assistant Vice President for Human Resources and the Provost’s designee shall recommend how the University shall resolve the matter in terms of eliminating discrimination/harassment in the workplace and ensuring compliance with this policy. If a determination is made that there has been a violation of this policy, the Assistant Vice President for Human Resources, in consultation with the Provost and President, shall take necessary steps to ensure compliance with this policy and determine what disciplinary action, if any, shall be imposed. The President has final approval authority of any disciplinary action. The Provost is responsible for communicating and administering approved disciplinary action.

A faculty member who is dissatisfied with the University’s resolution of a harassment complaint or discrimination can seek review of that resolution through the grievance procedure provided that their concern meets the definition of a Complaint or a Grievance.

Violation of Faculty Rights, Academic Freedom, and Professional Ethics

Disputes involving charges that a faculty member’s rights or academic freedom have been abrogated or that professional ethics have not been maintained are to be settled through the established formal or informal complaint procedures or the grievance procedures (see “Complaint and Grievance Procedures” section). While affirming academic freedom as a right, California Lutheran University recognizes that, in some circumstances, the questions of academic freedom become enmeshed in questions of professional incompetence or irresponsibility. To distinguish between these sometimes-confused issues, the guiding principle is that charges of professional incompetence or irresponsibility will not be used to limit academic freedom, nor will appeals to academic freedom be acceptable as a shield for professional incompetence or irresponsibility.

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Faculty Responsibilities

The responsibilities identified in this section are expected of all faculty. The performance of these responsibilities serves as a base-level criterion for the granting of tenure and rolling contracts and for post-tenure review.

Adherence to University Policies

Faculty members are responsible for:

1. maintaining respect for the relationship of the University with the ELCA and the tradition of Lutheran higher education
2. fulfilling conscientiously all contractual obligations and giving the institution reasonable notice when resigning to accept another position
3. using conscientiously the funds that the institution entrusts to their care, such as those allocated to budgets of academic departments or special research projects
4. making every effort to avoid public statements and actions that are detrimental to the welfare of the University
5. avoiding use, without specific permission, of University resources, equipment, or labor for their own personal gain
6. knowing and abiding by the policies and procedures published in the current version of the Faculty Governance Handbook, this Faculty Policies Handbook, and the undergraduate and graduate catalogs.

Professional Ethics and Relations

Code of Professional Ethics

Although no set of rules or professional code can guarantee or take the place of a faculty member’s personal integrity, California Lutheran University believes that the “Statement on Professional Ethics” promulgated by the American Association of University Professors (AAUP) in April 1966 defines the obligations assumed by all members of the academic profession. The Statement:

1. Members of faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving their scholarly
competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

2. As teachers, the members of faculty encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guide and counselor. They make every effort to foster honest academic conduct and to assure that their evaluation of students reflects students’ true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students’ academic freedom.

3. As colleagues, members of faculty have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.

4. As members of their institutions, members of faculty seek above all to become effective teachers and scholars. Although they observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside and inside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, the members of the faculty have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Conflict of Interest

A University employee shall disclose to her or his immediate supervisor all facts and circumstances related to any University transactions, activities, contracts, or other dealings in which she or he is involved or may become involved on behalf of the University that might
directly or indirectly involve them in a conflict of interest. Such disclosure shall be made in writing as soon as is reasonable after the conflict or potential conflict of interest shall be deemed to exist. A conflict or potential conflict of interest exists at any time when an interest held by the employee, or relationship maintained, prohibits or inhibits, or potentially prohibits or inhibits, the employee from exercising independent judgment in the best interests of the University. A conflict of interest exists, but is not limited to, situations in which an employee is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any non-governmental entity participating in a transaction with the University.

Employment of Family Members

Members of the same family may hold faculty status at California Lutheran University provided that they meet the qualifications for the positions and that neither has a direct supervisory relationship over the other. Exceptions to this policy may be made by specific action of the President of the University. However, in no case may individuals who have familial or intimate personal relationships be involved in evaluating the work performance of the other person or in making hiring, salary, advancement or similar decisions regarding that person.

Policy on Gifts and Gratuities

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of employment or any other thing of monetary value that might influence or appear to influence the judgment or conduct of the employee regarding University business or policy. Employees may accept occasional unsolicited gifts or favors (e.g., business lunches, Christmas baskets) provided the gifts or favors have a cumulative market value of under $200, are customary in the industry, and will not influence or appear to influence the judgment or conduct of the employee. The restrictions in this paragraph regarding a specific gift or favor, may be waived, in writing, by the appropriate vice president. Such an exemption must be in writing with a statement of the pertinent reasons for exemption.

Policy on Consensual Relationships

Definition

For this policy the terms “faculty” or “faculty member” mean all those who teach at the University. The term includes administrators and students with teaching responsibilities and other instructional personnel such as professional librarians.

Rationale

The University’s educational mission is promoted by professionalism in faculty-student relationships. Thus, the University’s policy regarding consensual relationships is based on the Code of Professional Ethics. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine
professionalism and hinder the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power and violate their duty to the University community.

Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for their further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such situations greatly increase the chances that faculty members will abuse their power in sexually exploitative ways. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

Consensual Relationships in the Instructional Context

No faculty member shall have an amorous relationship, consensual or otherwise, with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised or evaluated by the faculty member even if both parties appear to have consented to the relationship.

Consensual Relationships Outside the Instructional Context

Amorous relationships between faculty members and students occurring outside the instructional context may lead to difficulties, particularly when the faculty member and student are in the same academic unit or units that are academically allied. Relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations (and others that cannot be anticipated), the faculty member may face serious conflicts of interest and should be careful to remain distanced from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize the student with whom the faculty member has or has had an amorous relationship will be deemed to have violated a fundamental ethical obligation to the student, to other students, to colleagues, and to the University.

Responsibilities Regarding Students (Relations with Students)

Faculty members should regard students as individuals who have certain rights that must be respected. This responsibility encompasses:

1. taking an active interest in the well-being of students, offering mature professional advice
2. serving as models for students, setting high standards in academic and scholarly excellence, professional ethics, and personal integrity
3. recognizing the moral obligation not to take advantage of an influential classroom position by repeatedly introducing into classes the discussion of subject matter outside the scope of the course.

Academic Fraud and Scientific Misconduct

Academic honesty – the fair and straightforward representation of what one has actually learned, researched, and/or written – is the foundation of a healthy environment for learning. Professors, administrators, and students are responsible for upholding high moral and ethical standards of academic honesty in all academic endeavors, and the academic community of the University must support the policy that any form of academic dishonesty is a serious breach of ethics and will be dealt with surely and appropriately.

California Lutheran University defines “scientific misconduct” or “research misconduct” as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research. It does not include honest error or honest differences in interpretation or judgments on data.

Faculty members should be guided by the following:

1. In their work, professors must scrupulously acknowledge every intellectual debt for ideas, methods, and expressions.
2. Scholars must make clear the respective contributions on a collaborative project, and professors who have the guidance of students as their responsibility must exercise the greatest care not to appropriate a student’s ideas, research, or presentation to the professor’s benefit. To do so is to abuse power and trust.
3. In dealing with students, professors must demonstrate by precept and example the necessity of rigorous honesty in the use of sources and of respect for the work of others.
4. Any discovery of suspected plagiarism or research misconduct should be reported and investigated at once.

Responsibilities Related to Teaching

Faculty members at California Lutheran University are expected to be effective teachers. The criteria and procedures by which faculty demonstrate teaching effectiveness are described in the “Faculty Evaluation Process and Standards” section.
Teaching Load

California Lutheran University desires equity in the distribution of teaching and other assignments. Recognizing that classroom teaching is only one aspect, albeit the most important, of a faculty member’s total workload, general guidelines for teaching loads are an important and useful tool in defining a major portion of faculty work.

Normal Full-time Teaching Load

The normal teaching load per full-time instructional faculty member is 24 semester credit hours or the equivalent per year. In computing normal teaching load, special policies apply to independent studies, internships, student teaching, English composition courses, laboratory science courses, music lessons, and studio art courses.

These formulae are contained in a document, “Faculty Load Policies,” which is kept by the Vice President for Academic Affairs and periodically reviewed by the deans and the Faculty Affairs Committee (FAC). The “Faculty Load Policies” document will also be kept in the Academic Affairs folder.

Half-time Teaching Load

Loads for faculty members holding half-time pro-rata appointments are computed with a heavier emphasis on instruction and reduced expectation for scholarship and university-wide service. The normal teaching load for a half-time instructional faculty member is 16 semester credit hours per year or two courses per semester.

Deviations from Normal Loads

Deviations from the normal load will be made upon recommendation of the department chair and the approval of the dean of the school or college and the Vice President for Academic Affairs.

Overloads

It is assumed that all faculty members devote full-time work to the University as part of their contractual obligations, and overloads should be taken on sparingly. Normally no more than one overload per term will be approved. The determination that an additional course constitutes an overload is made by the Vice President for Academic Affairs, in consultation with the appropriate dean, upon examination of the entire workload and is not based solely on the number of units taught.

Course Assignments and Schedules

Subject to guidelines issued by the Vice President for Academic Affairs and the Registrar, the department chair or program director normally develops a schedule of proposed teaching assignments and offerings in consultation with the members of the department and with the
chairs of other departments that have overlapping or conflicting interests either in courses or faculty. The dean of the school or college must approve schedules, and the dean of the school or college or the Vice President for Academic Affairs may change teaching assignments or schedules after consulting with the department chair and the faculty member involved, if preliminary enrollment figures indicate that a course is not likely to achieve minimum enrollment.

Class Meetings

All faculty members are expected to hold classes on schedule in the designated location. Faculty members may not permanently change the designated time or place of classes without the approval of the Registrar. If faculty members are unable to convene a class, they must notify the appropriate faculty secretary and ensure that the students are notified as soon as possible. The department chair and the dean of the school or college must be notified and approve of any anticipated prolonged absence (one week or more away from campus or numerous intermittent absences) and satisfactory arrangements must be made for work to continue during that absence.

Student Absences

Instructors will establish their own attendance policies for each course. Health and Counseling Services will not issue medical excuses for students when a student will be absent from class for an extended period of time due to an illness or accident. Health and Counseling Services will, however, contact the Academic Affairs Office, which will notify the appropriate faculty members.

Course Syllabi

The course syllabus is a very important document constituting an implicit contract between the faculty member and the students. Each faculty member must provide the students in each class with a course syllabus within the first week of the course. The syllabus will normally include:

- a statement of course objectives and requirements
- an outline of course topics, including assignments, exams, and paper due dates
- a statement of the particular attendance policy for the course
- a statement of the methods by which the student will be graded
- reference to the University’s policy and procedure on academic honesty in the student handbook
- the instructor’s office location, office hours, and telephone extension number.

Copies of the course syllabus for each course must be given to the department chair at the beginning of each semester. The department chair will maintain a complete file of syllabi by course for a period of four years. This file will be available to the dean of the school or college and to the Vice President for Academic Affairs, to faculty members for comparison, to students for reference, to evaluation teams for review, and to the library staff for assisting faculty and students in relating library holdings and services to the University’s curriculum.
Evaluation of Student Academic Performance

Students have the right to objective, professional evaluation of their academic work and to fair, equitable treatment in the course of their academic relationships with members of the faculty.

Students’ work should be evaluated periodically throughout the semester and the results communicated in a timely fashion. Grading of students’ academic work should follow policies identified in the University catalog and by the Registrar’s Office.

Grading Guidelines

The instructor is the final authority on all grades and, except in extraordinary circumstances, has the responsibility for assigning or changing a course grade.

Except in very specialized courses, a student’s final course grade should not depend on a single paper, performance, or exam. The final examination or paper should not count for more than half of the final grade.

Final Examination and Pre-Examination Period

Because of the compressed nature of the final exam period, faculty are encouraged to limit examinations and paper deadlines during the final week of class.

Grade Changes

A change in a course grade that has already been reported to the Registrar must be made within one semester after the end of the term and must be approved by the dean of the school or college. A change will be approved only when an instructor error in grading is discovered. Work completed or handed in after a grade has been recorded may not be used as the basis for a grade change.

Grade Challenges

When a student believes that a grade has been incorrectly assigned, the student should attempt to resolve the matter directly with the instructor. If the student is not satisfied, then the student should discuss the matter with the department chair, dean, or program director who is the instructor’s immediate supervisor.

If the conflict cannot be resolved at the departmental level, then the student may appeal in writing to the dean of the school or college. Upon appeal, the dean of the school or college will normally review:

1. the student’s written complaint and copies of examinations and other papers the student may submit
2. the instructor’s written response to the student’s complaint
3. course materials including outlines, the syllabus, and the other materials describing course requirements and grading guidelines
4. the instructor’s grade file, including recorded evaluations of the work of all students in the class.

The dean will then evaluate whether the instructor violated the instructor’s own published grading guidelines or whether there is evidence of arbitrary, capricious, or biased behavior on the part of the instructor, which may have affected the process. If not, the grade remains as it has been recorded. The student may appeal this decision to the Vice President for Academic Affairs, whose judgment is final.

If, in the extraordinary event that the dean of the school or college determines that there is a likelihood that an unfair or discriminatory grade may have been assigned, the Vice President for Academic Affairs may direct that a special grade evaluation committee be formed to review the matter. Such a committee will be composed of three faculty members: one appointed by the dean of the school or college, one appointed by the chair of the Faculty Affairs Committee, and the third appointed by the Vice President for Student Affairs. The committee will choose its own chair. The committee will solicit written statements from all concerned parties, evaluate all available evidence, and advise the Vice President for Academic Affairs as to whether the grade in question represents gross unfairness or illegal discrimination and, if so, what change of grade, if any, is necessary to remedy the situation. After considering the committee’s report, the Vice President for Academic Affairs will make the final decision. The action of the Vice President for Academic Affairs is final.

Retention of Exams and Papers

Students have the right to see their graded examinations and papers and to have their grades explained in a timely fashion. If graded examinations and papers are not to be retained by the student, they should be held by the instructor for one year after the conclusion of a class.

Departing Faculty

Even after leaving University employment, a faculty member is expected to cooperate fully in responding to questions about grades and to provide information and justification for grades awarded.

Reporting Grades

Faculty members are expected to submit mid-semester grades for students who are doing unsatisfactory (C- or lower) work to the dean of the school or college or directly to the Registrar’s Office. Final grades must be given to the Registrar within the time limit specified by the Registrar each semester.
Student Academic Honesty

Faculty are responsible for upholding the policy on student academic honesty as found in the “Policy of Academic Honesty” section of this handbook. Whenever a member of the faculty or other University official believes that a student has committed a breach of academic honesty, the faculty member or official must file a Report of Academic Dishonesty Form (available from Academic Affairs) with the Vice President for Academic Affairs. The form will be placed on file. This procedure should be completed as soon as is reasonably possible.

First Offense

If the Vice President for Academic Affairs determines this is a first offense, the disciplinary action will be handled by the professor. Possible sanctions include an “F” on the assignment or an “F” in the course.

Due to the serious nature of such an offense and the resulting questions regarding student ethics, doctoral programs may assign sanctions including academic probation, suspension from the university or dismissal from the university after a first offense with the approval of the Department Chair/Program Director, the Dean and the Vice President for Academic Affairs. Sanctions will be determined by reviewing each specific breach of academic honesty, the context of the breach and the nature of the breach.

Second Offense

If the Vice President for Academic Affairs determines this is a second offense, in addition to the sanctions imposed by the professor, the Vice President for Academic Affairs may choose to impose additional sanctions, such as academic probation or suspension from school.

Third Offense

A third report of academic dishonesty will automatically result in the student’s suspension or dismissal from the University.

Appeals

An allegation of cheating or an imposed sanction may be appealed to the Vice President for Academic Affairs, who will then constitute a special evaluation committee using the same procedures identified for grade challenges. The vice president’s decision is final.

Student Course and Instructor Evaluation

Students have the opportunity to evaluate each course in which they enroll two or more students. The purposes of instructor evaluation are:

1. to provide faculty with useful feedback that can inform their development and affirm their effectiveness as instructors
2. to provide information for formal evaluation of faculty teaching effectiveness as part of the faculty review process.

Course evaluations are conducted online. In the traditional undergraduate program, evaluations are open during the two weeks before finals week begins. In the graduate and Professionals programs, evaluations are open the final two weeks of the semester or term, which includes finals week. During the summer, evaluations are open for a shorter period of time because of the shorter sessions. Throughout the two weeks, students are emailed multiple reminders to complete the course evaluations.

Faculty evaluation reports consist of tabulated summaries of the multiple-choice questions and students’ narrative comments. Faculty gain access to these online reports one week after grades are due. In addition, evaluation reports are distributed to the Vice President for Academic Affairs, the deans and department chairs/program directors for review. Electronic copies are kept in each faculty member’s course evaluation file in the Academic Affairs Office.

Responsibilities Related to Advising

An important responsibility of faculty is to serve as mentors to students, helping them shape and achieve their academic, personal, and career goals. The criteria and procedures by which faculty demonstrate advising and mentoring effectiveness for purposes of evaluation are described in the “Faculty Evaluation Process and Standards” Section.

Office Hours

For full-time and pro-rata faculty the number of open office hours per week should be equal to at least one-third of the number of semester hours taught. These hours should be distributed throughout the week to accommodate the variety in students’ course schedules. Faculty are expected to be available in their office or at another designated location during these hours. During pre-registration periods faculty members’ office hours must often be increased in order to advise students regarding their course of study. Normally, full-time faculty are on campus and/or available to meet with students four days per week.

Advising Loads

All faculty are expected to serve as academic advisers. Advising loads should reflect the needs of the department as well as of the University.

Responsibilities Related to Scholarly, Professional, and Creative Activities

The primary responsibility of California Lutheran University faculty is to provide excellent teaching and advising. However, faculty are also expected to serve as professional role models to students and to engage in research, scholarship, or creative activities. These activities benefit the University particularly when they support the faculty member’s teaching and contribute to
student learning. The criteria and procedures by which faculty demonstrate scholarly productivity for purposes of evaluation are described in the “Faculty Evaluation Process and Standards” Section.

University Service
As members of the University community, faculty are expected to build and sustain its vitality. All faculty are expected to participate actively:

- in the work of their departments
- in official academic gatherings including the Faculty Retreat, Opening Academic Convocation, and Commencement
- in the governance of the faculty and University through full attendance and effective service in elected and appointed positions
- in the recruitment and registration of new students.

Faculty are expected to provide other forms of service which might include:

- developing university-wide curricula
- participating in or preparing reports for university-wide task forces
- preparing proposals for gifts or grants
- serving as an adviser for student groups
- assisting in the recruitment of new faculty
- assisting university advancement efforts.

Community and Professional Service
California Lutheran University faculty are encouraged to be active in the larger community. Faculty involvement in community organizations can enhance respect for the institution. These activities should not, however, detract from the faculty member’s other responsibilities. Since community activities may be political in nature, faculty are expected both to enjoy the freedom from censorship and to abide by the special obligations described in the statement on academic freedom.

Professional Growth and Development
Faculty are expected and encouraged to expand their knowledge and skills within their academic disciplines, in related disciplines, in the craft of teaching, and in the use of information technology.

The following programs are available to assist faculty in their development.
New Faculty Orientation
New faculty attend a retreat and/or series of sessions that introduce them to the ethos of the University; expectations of faculty regarding teaching, advising, scholarship and service; and University resources available to them.

Center for Teaching and Learning
The Center for Teaching and Learning serves as a resource for faculty seeking information on teaching strategies and good teaching practice.

Curriculum Development
Support for innovative curriculum development may be available in the form of stipends or release time. Applications may be made to the Hewlett Endowment or to the Vice President for Academic Affairs.

Scholarly, Professional, and Creative Activities
Excellence in teaching is fostered by continuous study, research, and artistic performance. For that reason faculty are encouraged to engage in scholarship or creative effort and to present the results in publications or other appropriate public forums. In support of this activity, funds are available through the Hewlett Endowment, administered by the Faculty Affairs Committee with the recommendation of its Awards and Grants Subcommittee, to support research and presentation of results at professional meetings. Additional funds are available from the Vice President for Academic Affairs’ faculty development fund.

Sabbatical Leaves
The sabbatical leave program recognizes the important role that professional development and renewal play in the career of a faculty member. The purpose of the sabbatical program is to provide funded opportunities for faculty to engage in activities that will enhance their effectiveness as teachers and scholars.

Eligibility
To be eligible for a sabbatical, faculty members must have completed six academic years of continuous service as a full-time member of the faculty, or have completed six years of continuous, full-time service since May of their last sabbatical year.

Conditions of Sabbatical Leaves
Leave Period
Sabbatical leaves may be granted either for one semester or for one year.
Compensation

One-semester sabbatical leaves carry full salary. Two-semester sabbatical leaves carry a salary for the full academic year of half of the faculty member’s salary base. For both types of sabbatical leaves, the faculty member continues to participate in all fringe benefit programs with the University continuing its contributions.

Replacements

In advance of leaves, the department chair shall discuss schedules with the appropriate dean to assure coverage of essential courses. While on sabbatical, faculty members will have no committee responsibilities. The Committee on Committees will appoint replacements.

Faculty Evaluation

Faculty will be evaluated for time served during sabbatical leave in the same way as time served in a regular appointment for such considerations as promotion and annual salary increments.

Return to University

Faculty members receiving a sabbatical leave are expected to return to California Lutheran University for at least one academic year of full-time service. Upon return from sabbatical leave, faculty members will resume their former positions or be assigned to positions of like nature and status and will be granted increment increases, if any, that were given during their leave.

Post-Sabbatical Report

Upon completion of sabbatical leave, faculty members are required to submit a post-sabbatical report to the Vice President for Academic Affairs following the guidelines provided on the report form.

Number of Sabbaticals Granted

The number of sabbatical leaves granted each year will be determined by the Faculty Affairs Committee in consultation with the Vice President for Academic Affairs. The total number of faculty members on leaves normally should not exceed 10 percent of the total full-time teaching faculty in any single year.
Procedures for Granting Sabbatical Leaves

Application

Applications for sabbatical leaves will first be submitted to the department chairs. The role of the chair is to make recommendations regarding options available for the replacement of the applicant if the leave is granted (see “Replacements,” above). The chair will coordinate applications so that, ordinarily, only one person from the department will be on leave at any given time. However, in large departments, more than one person may be on sabbatical simultaneously.

Applications are submitted in writing on or before February 15, three semesters preceding the academic year involved, to the Vice President for Academic Affairs. Forms are available in the Academic Affairs section of the University website.

Review Process

Applications will be reviewed by the Faculty Affairs Committee and the Vice President for Academic Affairs. Recommendations will be forwarded to the President. The President will normally make recommendations at the next meeting of the Board of Regents. Applicants will be notified of the board’s decision as soon as is practical.

Evaluation Criteria

The University may not be in a position to grant sabbatical leaves to all eligible applicants in a particular year. The following criteria will be taken into account in selecting applicants:

1. length of service since previous leave
2. timeliness of a particular project
3. the likelihood of successful completion of proposed leave activities based on previous accomplishments by the faculty member requesting the leave
4. the scholarly merit of the proposed leave activities
5. the likely contribution of the proposed activities to the individual faculty member’s professional growth as a teacher and scholar
6. the likely benefit to the University of the proposed project.

Appeals

Decisions regarding the granting of sabbaticals are subject to appeal through the grievance process.
Complaint and Grievance Procedures

Intent
The University recognizes and endorses the importance of academic fair process and of internal resolution of disputes without fear of prejudice or reprisal. Accordingly, the University will use its best efforts to encourage the informal and prompt settlement of disputes, and the orderly processes hereinafter set forth are designed to protect academic due process, academic freedom, and tenure. The University’s intent is that these processes be the only method for resolving all grievances as defined herein.

Definitions

Complaint
A complaint is an allegation by a faculty member that they received unfair or improper treatment regarding an aspect of employment not covered by provisions under other sections of this handbook and not explicitly defined as a grievable issue. Complaints may include, but are not limited to, actions regarding workload, teaching assignments, annual evaluation, or other disputes among faculty members. All complaints pertaining to harassment will follow the procedures contained in the “Professional Ethics and Relations” section under the "Faculty Responsibilities” section of this handbook. All issues that are explicitly covered by the Grievance Procedure shall be addressed through that procedure.

Grievance
A grievance is defined as an allegation by a faculty member (or a group of faculty members) that there has been a breach, misinterpretation, or misapplication of University policy or procedure as set forth in the faculty handbook or a claimed infringement by a department, school, or through administrative actions, of the rights of a faculty member as set forth in the faculty handbook, which include claims pertaining to compensation, appointment or reappointment, sabbatical, promotion, tenure, dismissal, suspension, reassignment, termination, academic freedom, or discrimination. All other issues shall be addressed by the Complaint Procedure.

Grievances Alleging Inadequate Consideration
Insofar as a faculty member alleges that a decision was based on inadequate consideration, the Grievance Committee will determine whether the decision was the result of adequate consideration in terms of the relevant standards of the institution. The committee will not substitute its judgment on the merits for that of the body or individual that made the decision. If the committee believes that adequate consideration was not given to the faculty member’s qualifications, it will request reconsideration by the body or individual that made the decision, indicating the respects in which it believes the consideration may have been inadequate.
Grievances Alleging Violations of Academic Freedom or Discrimination

When a faculty member alleges that a decision was based on academic freedom violations or discrimination based on sex, religion, national origin, age, disability, marital status, or sexual orientation, the faculty member who brings the grievance bears the burden of proof for proving the grounds on which allegations are based. If the faculty member makes a *prima facie* case, then those who made the decision must come forward with evidence in support of their decision.

**Prima Facie**

*A prima facie* case means that the faculty member has established sufficient evidence to prevail, until contradicted by other evidence.

**Procedure for Handling Complaints**

**Step 1: Informal Complaint Procedure**

Before instituting a formal complaint procedure, if the complainant feels comfortable in doing so, the complainant should appeal to the person or official body responsible for the actions to which the complainant has objection or to the immediate supervisor, if any, of that person or body to determine if the complaint or problem may be resolved without resorting to formal action. This would normally be the department chair, program director or the dean. If the complainant is not comfortable addressing it with an immediate supervisor, they may address the issue with the next highest administrator or supervisor.

**Step 2: Formal Complaint Procedure**

Formal complaint procedures may be initiated when a complainant has been unsuccessful in resolving the matter informally. The complainant may then file a formal complaint with the Office of the Vice President for Academic Affairs (or the Office of the President, if the Vice President is a respondent to the grievance). The Vice President for Academic Affairs will either personally conduct a prompt and thorough investigation of the complaint and issue a finding or refer the complaint to the Director of Human Resources or another designated party who will conduct a prompt and thorough investigation and will issue a finding as to whether the complaint is sufficiently substantiated and grievous to warrant administrative action. A thorough investigation will consist of interviewing personnel directly involved in the complaint and witnesses to the complaint and reviewing all documentary evidence pertaining to the complaint. The complaint will then be referred back to the Vice President for Academic Affairs for disposition.
Step 3: Appeal

If a faculty member wishes to appeal the disposition of the complaint, that person may appeal to the President. The President’s decision shall be final.

Procedure for Handling Grievances

Grievance Committee

The Committee on Committees (ConC) shall appoint a pool of ten eligible Grievance Committee members, none of whom can be a member of the ART Committee, and all of whom must be tenured, full-time faculty members. To the best of the ConC’s ability, the pool of members shall reflect a balance across the University’s disciplines and schools and shall be representative of the composition of the faculty as a whole. The appointment of these members shall be ratified by the faculty assembly. The members of the pool shall serve a three year staggered term. A panel of five hearing members and two alternates shall be selected for each grievance. The ConC (or if necessary a ConC committee member designate) shall designate a chair and a vice-chair. In order to select the panel and the alternates for a particular grievance, the ConC shall first survey the pool to determine whether any of the pool members have a conflict of interest, as defined below. Once the ConC has eliminated any members of the pool who have a valid conflict of interest, the parties shall be given the opportunity to eliminate one member of the pool each, without cause. The remaining pool members shall be randomly selected to serve as panelists or alternates. The Grievance Committee does not constitute a faculty member’s sole committee assignment.

Conflict of Interest

No faculty member may serve on the Grievance Committee who has a conflict of interest as asserted by the faculty member, any involved party, or as determined by the Chair of the Grievance Committee. For the purposes of this policy, a “conflict of interest” is defined as a situation in which the Grievance Committee member has interests or relationships, including personal or business relationships with any of the parties to the grievance, that might reasonably be construed to affect the member’s independent, unbiased judgment when making or participating in the making of decisions, or where such decisions will or could materially benefit them directly, indirectly, or their family. Examples of Grievance Committee members who would be in conflict of interest would include those with prior involvement in formal decision-making related to the allegations contained in the grievance or having a financial relationship with any of the involved parties.
Pre-Grievance Procedure for Dismissals

Before dismissing any faculty member for cause, the President of the University or the President’s designee will give the faculty member involved a written statement of the intent to take this action, with reasons framed with reasonable particularity. Because of the nature of dismissal, no fixed time can be specified for notice; however, such action is usually not taken without prior discussions with and written warnings to the faculty member.

Upon the University’s giving written notification to the faculty member of dismissal for cause, or of reassignment or suspension, the faculty member may file a written grievance with the Grievance Committee. If a difference of opinion persists between the faculty member and the University following the Human Resource Director’s attempt to settle the grievance by informal methods, the faculty member has the right to have a formal grievance hearing. The faculty member may, however, waive a formal grievance hearing. In any case of dismissal or suspension for cause, the University bears the burden of proof that adequate cause exists for the action, which proof shall be by clear and convincing evidence.

Interim Actions

Pending the decision of the Grievance Committee upon a grievance, a faculty member may be either suspended or assigned to other duties in lieu of suspension, if immediate harm to self or others is threatened by that person’s continuance. Unless legal considerations forbid, any such suspension will be with pay.

Procedure for Grievances

Step I. Filing a Grievance

In order to commence the grievance process, a grievant shall submit a written grievance with supporting evidence. The written grievance should set forth in detail the alleged wrong, against whom it is directed, and the relief or remedy sought by the grievant, and may contain any other data that the grievant deems pertinent.

Written grievances must be delivered to the Vice President for Academic Affairs (or the President of the University, if the Vice President is a respondent to the grievance), within 30 calendar days after notice of the occurrence of the event(s) upon which the grievance is based or within 30 calendar days after the grievant knew, or in the exercise of reasonable diligence should have known, of the occurrence of the event(s) upon which the grievance is based. The Vice President for Academic Affairs (or the President of the University) will provide a copy of the written grievance to the Director of Human Resources.

Within 15 business days, the Office of the Vice President for Academic Affairs (or the Office of Human Resources if so designated by the Vice President of Academic Affairs) will provide a copy of the grievance to the Grievance Committee and to all named respondents. Grievances
that are based on an event(s) that occur(s) within 14 calendar days before a Christmas or summer vacation, or during such vacation periods, must be filed within 21 days after the first day of the class of the next semester. The resolution of grievances filed within 14 calendar days before a Christmas or summer vacation, or during such vacation periods may be postponed to the next semester at the discretion of the Grievance Committee if the Grievance Committee is unavailable during such vacation periods. The time period for the receipt of written grievances and the delivery of written grievances to the Grievance Committee may be extended by the Vice President for Academic Affairs if unusual or complex circumstances exist. The grievant shall be notified of the extension.

Step II. Informal Resolution

Upon receipt of the written grievance, the Director of Human Resources will meet with the parties regarding the procedures to be followed and will attempt to settle the grievance by informal methods. In the course of doing so, the Director of Human Resources will conduct informal discussions with and between the concerned parties, at all times preserving confidentiality. The purpose of these discussions will be to reach mutually acceptable common ground. The purpose of these discussions shall not be to determine the relative merits of each party’s position.

If a grievance is resolved by these informal methods, the resolution shall be memorialized in writing by the parties and the Director of Human Resources. Such resolutions shall not constitute a binding precedent in the disposition of similar grievances. No offer of settlement of a grievance by either party or suggested resolution will be admissible as evidence in formal grievance proceedings or elsewhere. Upon reaching a mutually satisfactory outcome, the Director of Human Resources shall notify the Grievance Committee that the grievance is closed. If the grievance is not resolved informally by the Director of Human Resources, and if requested by the parties, the chair of the Grievance Committee may appoint a mediator acceptable to both parties. Mediation shall consist of informal discussions between the Vice President for Academic Affairs and/or the chair of the Grievance Committee, the parties, and the mediator, with the goal of resolving the grievance. No official record shall be kept of the discussion during mediation. If the grievance is resolved to the satisfaction of the grievant through mediation, the grievant and the mediator will report this fact in writing to the chair of the Grievance Committee, thus terminating the grievance procedure and resolving the dispute. If mediation has not led to settlement within a 21 day period after filing the grievance, the grievance procedure shall proceed for formal grievance hearing.

Step III. Formal Process

Formal Hearings

If the grievant is an individual faculty member or a group of faculty members, and the grievance cannot be resolved by informal methods, the Grievance Committee will conduct a formal grievance hearing. Instances where a formal hearing may be
conducted are:

1. An accused faculty member who is dissatisfied with the discipline received as a result of a harassment complaint
2. Disputes involving charges that a faculty member’s academic freedom rights have been abrogated.
3. If tenure is denied to a tenure-track faculty member or if a faculty member is denied a promotion, the faculty member, department chair or dean may initiate an appeal by filing a grievance with the Vice President for Academic Affairs, asking the Grievance Committee to review the process and advise the President regarding whether or not the process has been fair. Grievances may be made only on procedural, not substantive grounds. The Grievance Committee will not substitute its judgment on the merits of the case for promotion or tenure but rather determine whether the decision was the result of adequate consideration.
4. If a faculty member is denied a sabbatical, the faculty member, department chair or dean may initiate an appeal by filing a grievance with the Vice President for Academic Affairs, asking the Grievance Committee to review the process and advise the President regarding whether or not the process has been fair. Grievances may be made only on procedural, not substantive, grounds. The Grievance Committee will not substitute its judgment on the merits of the case for sabbatical but rather determine whether the decision was the result of adequate consideration.
5. If a faculty member feels that an adverse action taken pursuant to the post-tenure review process was the result of prohibited prejudice or bias or that the University’s post-tenure review procedures (that resulted in the adverse action) were not followed.
6. In cases where a faculty member believes that non-reappointment was the result of prohibited prejudice or bias or that the University’s procedures pertaining to non-reappointment were not followed.
7. If the faculty member is dissatisfied with the University’s decision to terminate due to disability (based on the inability to perform the essential functions of the position), or for prolonged mental or physical illness.
8. Following a notice of the intention to terminate a contract because of a reduction of student interest and/or consolidation of a program, if the faculty member alleges that the University’s decision was the result of prohibited bias or prejudice or that the University’s stated procedures pertaining to a termination due to program change/consolidation were not followed.
9. Following notice of termination because of financial exigency, if the faculty member alleges that the University’s decision was the result of prohibited bias or prejudice or that the University’s stated procedures pertaining to a termination due to financial exigency were not followed.
10. The University’s decision to terminate a tenured or non-tenured faculty member for cause may be the basis of a formal grievance by that faculty member before the Grievance Committee.
11. Suspension or reassignment, for alleged adequate cause, of a tenured faculty member or untenured faculty member within the term of the individual contract.

With regard to these grievances, it must be alleged either that:

1. the decision in the above matters was based upon considerations in violation of the faculty member’s academic freedom;
2. the decision in the above matters was based on consideration in violation of governing policies bearing upon non-discrimination with respect to race, sex, creed, religion, sexual orientation, marital status, national or ethnic origin, physical or mental handicap, veteran status, age, or other factors that cannot lawfully form the basis of any employment decision;
3. the decision was not based on adequate consideration by the relevant faculty or administrative body. If a faculty member alleges that a decision was based on inadequate consideration, the Grievance Committee will determine whether the decision was the result of adequate consideration in terms of the relevant standards/procedures set forth in the faculty handbook. The Grievance Committee will not substitute its judgment on the merits for that of the deciding person or persons.
   a. It is easier to state what the standard “adequate consideration” does not mean than to specify in detail what it does. The term “adequate consideration” refers essentially to matters that are procedural rather than substantive issues. Examples of questions concerning adequate consideration follow: Did the relevant faculty body conscientiously arrive at its decision? Was the appropriate and relevant evidence bearing on the relevant performance of the candidate sought out and considered? Was there adequate deliberation over the import of the evidence in light of the relevant standards? Were irrelevant and improper standards excluded from consideration? Was the decision a bona fide exercise of professional academic judgment? These are the kinds of questions suggested by the standard “adequate consideration.”
   b. If the Grievance Committee believes that adequate consideration was not given to the faculty member’s qualifications, it will request reconsideration by the deciding person or persons, indicating the respects in which it believes the consideration may have been inadequate. It will provide copies of the findings to the faculty member, the deciding person or persons, and the Vice President for Academic Affairs.

Procedures

When a formal grievance hearing is to be conducted, the Grievance Committee will notify the parties involved of the date and time of the hearing in writing. The arrangements for the hearing date, time and place will be made within 31 calendar days of receipt of the grievance by the Grievance Committee, and shall provide at least 21 calendar days notice to the parties, committee members, and
administrators. This 31-day period may be extended to allow sufficient time for the Director of Human Resources and the parties to engage in informal resolution efforts. In such a case, the Director of Human Resources shall alert the Grievance Committee as to the amount of time necessary for the extension. All other corresponding deadlines shall also be extended in that event.

The 21-day notice period is to allow all parties adequate time to prepare evidence, arrange for witnesses, and obtain documentary and other information. The Grievance Committee may grant appropriate continuances to enable either party to investigate evidence, or for any other appropriate reason.

The parties shall submit their evidence and witness lists to the Grievance Committee no later than seven calendar days prior to the hearing date. The Grievance Committee will cooperate with the grievant in securing witnesses and making available documentary and other evidence to the extent possible. The Grievance Committee shall promptly provide each party’s submitted evidence and witness lists to the other party. The committee may also request witnesses and documents that it believes would assist members in their deliberation. The Grievance Committee retains the right to exclude evidence if it determines it is irrelevant or prejudicial. Failure to submit evidence in accordance with the established deadlines will result in exclusion of that evidence from consideration unless the party can show that the evidence is new or was not available (through no fault of the party’s own) at the time that it was due. The time period may be extended by mutual agreement of the parties.

A party’s failure to meet any of the deadlines established by this policy or by the Grievance Committee may result in dismissal of the grievance. A grievance that has been dismissed may not be re-filed.

At any stage in the grievance process, a party will be permitted to select an advisor from within the University community. The advisor shall support the party but the ultimate burden of presenting and proving the case rests with the party. The advisor may address the Committee but shall not testify nor question witnesses.

The hearing will be conducted in private and the Grievance Committee and the parties will never make public statements about the case, in order to protect the confidentiality of those involved. The parties shall be permitted to question witnesses. The Grievance Committee retains the right to ensure that the questioning is not unduly harassing, adversarial or invasive. The witnesses shall be treated with dignity and respect as members of the University’s community. The Grievance Committee is charged with promoting fact-finding in a respectful manner. The Grievance Committee may question the witnesses itself or may
take over the questioning of a witness if a party is unable to conduct the questioning in a respectful manner.

In any case of dismissal for cause, the University bears the burden of proof that adequate cause exists for the action, which proof shall be by clear and convincing evidence. In all other cases, the burden of proof shall be a preponderance of the evidence. This burden shall rest with the grievant.

The Grievance Committee chair must record the audio portion of the hearing (but not the deliberations) and keep it secure. The Grievance Committee chair must maintain the recording, which is the property of the University. During the hearing process, the recording will be made available on request to the Grievance Committee or the parties.

The chair of the Grievance Committee will have sole discretion for determining all procedural issues not specifically discussed herein.

The Grievance Committee will not be bound by strict legal rules of evidence. The Grievance Committee shall attempt to obtain the most reliable evidence and shall weigh it accordingly.

The Grievance Committee will present its decision in writing within 15 business days of the hearing to the parties, the Vice President for Academic Affairs, and the President of the University. The decision will take the form of findings of fact, conclusions, and dispositions. The disposition must be based solely on the hearing record, pertinent University procedures as set forth in the faculty handbook, and University policy.

Appeal to President

A party may, within 14 calendar days of receipt of the Grievance Committee’s decision, file a written appeal to the President. This appeal shall be limited to the following grounds:

1. There is new evidence that could have affected the decision that was not reasonably known through no fault of the party’s own;
2. The investigation or decision exhibited prejudice, bias or other unfair treatment that could have affected the outcome of the case; or
3. The institution’s stated procedures were not followed.

The President shall review the record and respond within 30 business days as to the final disposition of the grievance.
Appeal to Board of Regents

If the President is named as a party to the grievance, the grievant(s) may file an appeal of the Grievance Committee’s decision within 14 calendar days of the receipt of the decision. Such an appeal is filed with the chair of the Board of Regents. The appeal shall be limited to the following grounds:

1. there is new evidence that could have affected the decision that was not reasonably known through no fault of the party’s own;
2. the investigation or decision exhibited prejudice, bias or other unfair treatment that could have affected the outcome of the case; or
3. the institution’s stated procedures were not followed.

The Board of Regent’s Executive Committee will then review the record of the case at its next meeting and render a final decision on the grievance within 30 business days of that meeting. In case of any discussion over presidential involvement, the Board of Regent’s Executive Committee shall be the sole judge of such involvement.

In all cases where dismissal for cause is recommended or when denial of tenure is recommended, the President must transmit to the Board of Regent’s Executive Committee the record of the case.

General Provisions

The filing or pendency of any grievance under the provisions of this article shall not prevent the University from taking the action complained of, subject, however, to the final decision on the grievance.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, or such additional period of time as may be mutually agreed upon in writing, shall be deemed to be acceptance of the decision rendered at that step.

Extensions to time will normally be granted for good and sufficient reasons (e.g., illness).

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Appointment of Faculty
The recruitment and selection of new faculty are critical to the quality of California Lutheran University’s educational program. The University seeks faculty members who are excellent teachers; who serve as mentors to students in and out of class; who are engaged in scholarship, professional activities, and University service; and who support the University’s mission.

The policies and procedures below are designed to ensure that faculty of the highest quality are hired, that systematic and deliberate attempts are made to attract faculty who contribute to the diversity of California Lutheran University’s educational community, and that the University abides by its Equal Employment Opportunity Policy statement (See Policy Appendix - Working Conditions section).

**Policies and Procedures for Approval of Ranked Faculty Positions**

Proposals to fill new or replacement ranked faculty positions are normally initiated by one of the University’s academic departments or the dean of one of the schools. Proposals for these positions must be submitted through the dean of the school to the Vice President for Academic Affairs who, in consultation with the Academic Council, makes a recommendation to the President as to whether a compelling need exists for the proposed position. The President determines whether or not to fund the proposed position and advises the department chair, the dean of the school, and the Vice President for Academic Affairs of the decision. In cases where these proposals are initiated by department chairs, the dean of the school should add a statement indicating and explaining support or opposition for the proposal and forward the proposal to the Vice President for Academic Affairs.

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Search Policies and Procedures

The dean, in consultation with the department chair, will appoint a search committee. The committee will normally be chaired by the chair of the department involved and will include all full-time and pro-rata part-time members of the department. Because a potential faculty member's significance to the University goes beyond a particular discipline, the committee must also include two faculty members from outside the department.

The search process must follow the procedures detailed in the Faculty Search Guidelines document available from the Academic Affairs Office.

Upon completion of the search process, the committee chair will submit names of final candidate(s) with materials and rationale, based on the position criteria, to the dean of the school or college who will write an additional recommendation and submit both to the Vice President for Academic Affairs. The Academic Affairs Office will verify earned degrees. The committee chair is responsible for submitting the final summary report to the Vice President for Academic Affairs following the Documentation for Faculty Searches' guidelines available from the Academic Affairs Office.

Appointment Policies and Procedures

Authority to Hire

Sole authority to hire and retain faculty is vested in the President. This authority is customarily exercised through the Vice President for Academic Affairs by procedures established to assure adequate consultation with the faculty and full compliance with the equal opportunity policy. No representative of the University may make commitments to prospective appointees without the approval of all details of such commitments by the Vice President for Academic Affairs or the President.

Appointment Decisions

Decisions as to which candidate will be offered the position are arrived at through discussions among the search committee, the department chair, the dean of the school or college, and the Vice President for Academic Affairs. Offers of appointment are drafted and signed by the Vice President for Academic Affairs, after the President's approval.

Letters of Appointment

Letters of appointment must include the specific terms and conditions of the appointment, including the period of time covered by the appointment, rank, and compensation.
Credit for Prior Academic Service

Faculty with prior full-time teaching experience in a regular (not adjunct or special appointment) ranked position at a regionally accredited college or university may be granted credit toward the probationary period even though the faculty member’s total probationary period in the academic profession is extended beyond the normal maximum of seven years. Normally the credit granted will not exceed three years.

Credit for prior academic service is determined by the President and the Vice President for Academic Affairs at the time the initial probationary contract is issued.

The precise terms of any credit given for previous teaching experience and the length of the probationary period to be fulfilled at California Lutheran University must be stated in writing at the time of the initial appointment and incorporated into the initial letter of appointment and in the contract.

Criteria for Appointment to Rank

At the time of initial appointment of a full-time or pro-rata part-time faculty member, the Vice President for Academic Affairs, in consultation with the dean, department chair, and the ART Committee, makes a judgment about rank for the initial contract using the criteria described below. Thereafter, rank changes are subject to the section “Promotion Policies, Eligibility, and Criteria.”

Throughout these sections on specific ranks, a university of “recognized standing” means a university accredited by one of the six regional accrediting associations, e.g., Western Association of Schools and Colleges, or a recognized university of international standing. “Regular” ranked positions exclude adjunct or special appointment positions.

Instructor

1. possession of a master’s degree from a graduate institution of recognized standing or equivalent experience and professional recognition
2. either proven or presumptive potential to obtain in a timely manner an appropriate earned doctoral degree or terminal professional degree recognized by the University
3. either proven or presumptive potential for satisfactorily fulfilling the duties and responsibilities of a faculty member.

Assistant Professor

1. possession of an appropriate earned doctorate or an appropriate terminal professional degree/certification (an MFA for studio art and drama; a CPA or CMA and an appropriate master’s degree for accounting) from a graduate institution of recognized standing or accomplishments that are considered
equivalent, such as outstanding performance in the creative arts or in the business or medical community
2. either proven or presumptive competence in instruction as well as scholarship in the field
3. either proven or presumptive potential for satisfactorily fulfilling the duties and responsibilities of a faculty member and for making significant contributions to the University community.

Associate Professor

1. possession of an appropriate earned doctorate or appropriate terminal professional degree/certification (an MFA for studio art and drama; a CPA or CMA and an appropriate master’s degree for accounting) from a graduate institution of recognized standing or accomplishments that are considered equivalent, such as outstanding performance in the creative arts or in the business or medical community
2. a minimum of six years of full-time teaching in a regular, ranked faculty position in a regionally accredited college or university, or a minimum of five years of full-time teaching at the rank of assistant professor, or equivalent experience
3. evidence of sustained teaching effectiveness
4. evidence of research, scholarship or creative work
5. potential for significant service to the University.

Professor

Effective beginning in Fall 2020 (Declaration for Promotion form submitted in Spring 2020 or later)

1. possession of an appropriate earned doctorate or appropriate terminal professional degree/certification (an MFA for studio art and drama; a CPA or CMA and an appropriate master’s degree for accounting) from a graduate institution of recognized standing or widely acclaimed accomplishments in the field, such as outstanding performance in the creative arts or the business or medical community
2. a minimum of 10 years of full-time teaching in a regular, ranked faculty position in a regionally accredited college or university (or its equivalent), including a minimum of four years of full-time teaching at the rank of associate professor, or equivalent experience
3. evidence of outstanding teaching effectiveness
4. evidence of outstanding service to previous academic institutions and to the community
5. evidence of significant research, creative works or professional accomplishments.
Policy and Procedures for Appointment of Part-time Per Course and Special Appointment

Appointments to unranked faculty positions are made by the President upon recommendation by the Vice President for Academic Affairs and after consultation with the appropriate division and/or department chairs and will depend on adequate enrollment in the proposed faculty member’s course.

Appointments of lecturers or adjunct faculty are, by definition, temporary and do not entail the level of search and scrutiny that are required of appointments to full-time, ranked positions. While a formal search process is not required and is ordinarily not practical under the usual time constraints for hiring part-time faculty, care should be taken to ascertain that the proposed lecturer possesses the appropriate credentials and experience.

Selection of lecturers should be consistent with the academic standards of the University. A person assigned this title should meet or exceed the minimal requirements set forth for instructor. In lieu of these requirements, considerable experience in an appropriate technical, artistic, or professional field may be substituted. Appropriate documentation of credentials and teaching experience must be obtained and submitted to the Vice President for Academic Affairs before a contract will be issued.

Faculty Evaluation Process and Standards

Faculty Evaluation Criteria and Documentation

Members of the full-time teaching faculty are regularly evaluated on the performance of their faculty assignments and the progress they have made in their professional development. Semester summaries of each faculty’s teaching evaluations are sent to and reviewed by department chairs. Department chairs’ evaluations are reviewed by the dean of the school or college.

Annually, department chairs or deans are expected to have at least one evaluation interview with each non-tenured member of their department. The interview includes a discussion of teaching evaluations, course syllabi, scholarly development, and service to the department, the University, and the community. The results of these interviews are transmitted to the dean of the school or college and then to the Vice President for Academic Affairs for placement in the faculty member’s file. The Vice President for Academic Affairs is responsible for reviewing these evaluations and ensuring that they are included in the appropriate files.
Formal evaluations by the ART Committee are carried out in the second, fourth, and sixth years for all faculty, before promotion in rank and before granting continuous (tenured) contracts. Following the sixth-year review, each faculty member will be evaluated every six years by the ART Committee.

Faculty evaluations cover four major categories of performance:

1. Teaching Effectiveness
2. Effectiveness as an Adviser
3. Scholarly Productivity and Professional Service
4. University and Community Service.

Of the four, teaching effectiveness is the most important and is weighted most heavily.

Teaching Effectiveness

At California Lutheran University, teaching effectiveness is the most important attribute of a faculty member. An effective teacher is one who:

- fulfills basic teaching obligations
- has command of the subject and knowledge of current developments in the discipline
- relates the subject to other areas of knowledge
- effectively communicates with students
- plans and executes a substantive, well-organized course
- stimulates critical and creative thinking
- actively engages students in the learning process
- designs assignments and assesses student performance consistent with high academic standards
- uses a variety of teaching methods where appropriate
- makes efforts to improve overall teaching.

Teaching effectiveness is assessed by:

- the candidates’ presentation in their dossiers of teaching philosophy, materials, methods and self-evaluation
- student course evaluations
- peer and chair evaluations based on classroom observations
- evidence of efforts to improve teaching.

Effectiveness as an Adviser

An effective adviser is one who:

- is knowledgeable about all curricular requirements
● is available to students by maintaining adequate open office hours
● helps students select a course of study
● accepts a proportionate share of advisees
● guides students to integrate co-curricular and extra-curricular activities into their academic and career planning
● provides students in the faculty member’s classes with additional consultation and guidance outside of class.

Evidence of effectiveness as an adviser is provided through:

● Self-evaluation
● evaluation by chair or program director based on input from students, faculty, and staff
● student evaluations.

Scholarly Productivity and Professional Service

A productive scholar engages in a sustained program of research, scholarship, or creative activities in their field of expertise and presents the results in publications or other appropriate public or professional forums.

Criteria for scholarly productivity:

● require a high level of scholarly expertise
● are in a documented form
● are peer reviewed.

Professional service includes:

● serving as a reviewer for a professional journal
● holding office in a professional association.

Evidence of scholarly productivity and professional service is provided through:

● documentation of such activities as advanced study, research, publication, leadership in scholarly and professional organizations, and artistic performance
● reviews or statements of evaluation by professional peers
● presentations or publications in juried venues or organs such as journals, books, or conferences
● awards, grants, or commendations.

Service

University Service

Faculty members who are effective contributors to the life of the University:
• regularly participate in academic gatherings, faculty governance, and other forms of service
• demonstrate initiative, leadership, or sustained responsibility in some area that contributes to the vitality of the University community.

Evidence of institutional service is provided through

• self-report of activities
• evaluation by the chair/program director
• evaluation by peers.

Community Service

Faculty members who are active contributors to the community work with people and/or organizations in their professional field or in communities. They might:

• present lectures to community groups
• hold leadership positions or provide service in community, religious, or political organization activities
• participate in non-profit organizations designed to serve the general public
• serve community groups in a professional capacity.

Evidence of community service is provided through:

• self-report of activities, adequately documented
• awards
• testimony by leaders of community/professional groups.

Second- and Fourth-Year Reviews

Purpose

The second- and fourth-year reviews are designed to assist faculty in their development as teachers, advisers, scholars, and contributing members of the University community as well as to provide faculty with a formal assessment of their performance in each of these areas.

Process

For both second- and fourth-year reviews, the faculty members and their deans and department chairs/program directors are notified that they are candidates for review by the Vice President for Academic Affairs (because of different structures, some academic areas have “department chairs” and other areas have “program directors”). The faculty are sent a packet of guidelines, instructions, and deadlines for preparing their dossiers. At the same time, the deans and
department chairs/program directors are sent guidelines and forms for evaluating the candidates.

Candidates submit their dossier directly to Academic Affairs. Academic Affairs will add the course evaluations, peer evaluations, and all other evaluation materials into a confidential file in a secure network folder. Only the ART committee, Dean, and Vice President for Academic Affairs will have access to this confidential file. The Personal Statement section of the dossier is also maintained in the confidential file. Department chairs and program directors will have access to all sections of the dossier except the Personal Statement. The department chair/program director will provide an evaluation of the candidate’s performance in all categories, addressing both strengths and weaknesses and identifying specific goals for improvement. This is submitted directly to Academic Affairs.

The ART Committee conducts a thorough review of the evaluation materials including the candidate’s dossier, student evaluations, and evaluations by peers, department chair/program director and dean. The ART Committee submits a written report of its evaluation, which covers the candidate’s professional preparation (e.g., degree completion) as well as performance in each of the four areas for evaluation, and its overall assessment of the fourth-year candidate’s progress toward and prospects for tenure for those on probationary contracts.

The report by the ART Committee is sent to the Vice President for Academic Affairs who then sends the report with a cover letter to the candidate. A copy is provided to the dean and is also placed in the faculty member’s permanent file. The report forms the basis for a conference between the candidate and the Vice President for Academic Affairs if the candidate wishes to review the dossier further.

Sixth-Year Reviews for Non-Tenure Track

Faculty who are on non-tenure track contracts submit a dossier in their sixth year following the same procedures as the promotion and tenure review. See "Definition of Faculty" section for information on eligibility for promotion to Senior Lecturer.

Promotion Policies, Eligibility, and Criteria

Promotion in academic rank is one way the University encourages, recognizes, and rewards faculty members for demonstrated excellence in the performance of their responsibilities. The
initial responsibility of applying for advancement in rank and the burden of proof for the advancement rests with the individual faculty member. Although a ranked faculty member may anticipate advancement in rank during an extended period of productive service at the University, length of service alone does not constitute sufficient reason for promotion.

Promotion is earned and not automatic.

Eligibility for Promotion

Individual faculty members ordinarily may not apply for advancement until the minimum length of time in the current rank has been completed.

For Advancement to Associate Professor:

A minimum of six years of full-time teaching in a regular, ranked faculty position in a regionally accredited college or university or a minimum of five years of full-time teaching at the rank of assistant professor.

For Advancement to Professor:

Effective beginning in Fall 2020 (Declaration for Promotion form submitted in Spring 2020 or later):

A minimum of 10 years of full-time teaching in a regular, ranked faculty position in a regionally accredited college or university, including a minimum of four years of full-time teaching at the rank of associate professor.

Sabbatical leaves and leaves with pay will count as years in rank toward promotion. Leaves without pay are not counted toward eligibility.

Criteria for Promotion to Rank

Those promoted to each academic rank must consistently fulfill the responsibilities expected of all faculty members. In addition, they must meet the guidelines for each rank below. (See Faculty Evaluation Criteria and Documentation.) Faculty members who do not meet all the criteria for promotion to a particular rank should not expect to be promoted to that rank. However, the ART Committee may recommend the waiver of particular guidelines if an individual faculty member’s performance in other areas is so outstanding as to warrant such action.

Assistant Professor

1. possession of an appropriate earned doctorate or an appropriate terminal professional degree/certification (an MFA for studio art and drama; a CPA or CMA and an appropriate master’s degree for accounting) from a graduate institution of recognized standing or accomplishments that are considered
equivalent, such as outstanding performance in the creative arts or in the
business or medical community
2. record of good teaching and advising at the rank of instructor
3. proven or presumptive potential for scholarly productivity
4. record of service to the University and the community.

Associate Professor

1. possession of an appropriate earned doctorate or an appropriate terminal
   professional degree/certification (an MFA for studio art and drama; a CPA or
   CMA and an appropriate master’s degree for accounting) from a graduate
   institution of recognized standing or accomplishments that are considered
equivalent, such as outstanding performance in the creative arts or in the
business or medical community
2. evidence of sustained teaching and advising effectiveness
3. evidence of scholarship or creative work which has been published or presented
   at appropriate professional forums
4. record of continued service to the University and the community.

Professor

1. possession of an appropriate earned doctorate or appropriate terminal
   professional degree/certification (an MFA for studio art and drama; a CPA or
   CMA and an appropriate master’s degree for accounting) from a graduate
   institution of recognized standing or widely acclaimed accomplishments in the
   field, such as outstanding performance in the creative arts or the business or
   medical community
2. evidence of outstanding teaching and advising effectiveness
3. evidence of a sustained program of scholarship or creative work which has been
   published or presented at appropriate professional forums since having attained
   the rank of Associate Professor
4. record of sustained and significant service to the University, especially in a
   leadership role, and service to the community.

Tenure Policy, Eligibility, and Criteria

Promotion in academic rank is one way the University encourages, recognizes, and rewards
faculty members for demonstrated excellence in the performance of their responsibilities. The
initial responsibility of applying for advancement in rank and the burden of proof for the
advancement rests with the individual faculty member. Although a ranked faculty member may
anticipate advancement in rank during an extended period of productive service at the
University, length of service alone does not constitute sufficient reason for promotion. Promotion
is earned and not automatic.
Eligibility for Tenure

The University’s decision to offer a tenure-track appointment to a candidate should be based on a good-faith assessment at the time of the appointment that the needs and resources of the University, as well as the overall tenure quota, provide reasonable assurance that the candidate can make regular progress toward achieving tenure.

Anyone holding a tenurable (probationary) faculty appointment is eligible for tenure. Ordinarily, tenure is granted after a probationary period of teaching at California Lutheran University. In rare cases, tenure may be granted on appointment of a faculty member who has been tenured or has held equivalent faculty status elsewhere.

Beginning with an appointment to probationary status, the probationary period shall ordinarily not exceed six full-time academic years of service. Prior service in full-time, regular (not adjunct or special appointment) positions at the rank of assistant professor or higher at other regionally accredited colleges and universities may be included. The amount of credit given toward tenure for previous teaching is granted by the President upon recommendation by the Vice President for Academic Affairs. Normally, this credit will not exceed three years. The precise terms of any credit given for previous teaching experience and the length of the probationary period to be fulfilled at California Lutheran University must be stated in writing at the time of the initial appointment. Normally, it is incorporated into the initial letter of appointment and in the contract.

Sabbatical leaves and leaves with pay count toward promotion and tenure. All other leaves normally do not.

Although the University may recognize superior service by offering an early grant of tenure, the individual faculty member may not apply for tenure until their sixth year of probation or the equivalent as defined above.

Criteria for Tenure

The University’s decision to grant tenure to a candidate is based on two considerations: the University’s needs and financial resources and the qualifications of the candidate for tenure.

University Need Requirement and Tenure Quota

Tenure is granted only in cases when it is judged likely that for the foreseeable future there will continue to be a demand for the particular expertise of the faculty member and that University resources are sufficient to support continued reappointment of the individual. This judgment is based upon an assessment of such factors as departmental and University enrollment projections, likely directions of the curriculum, tenure patterns of faculty in the candidate’s department and University financial projections.

In addition, consideration must be given to the current University policy that no more than 75% of the full-time faculty may be tenured at any one time (excluding professional
librarians). A decision not to grant tenure, therefore, does not necessarily reflect an unfavorable judgment of the candidate.

These criteria for election to tenure should be included in the letter of appointment for new probationary faculty.

**Individual Requirements**

Candidates for tenure will be expected to have:

- consistently fulfilled the faculty responsibilities outlined in the "Faculty Responsibilities" section of this handbook
- earned an appropriate doctorate in the field or an appropriate terminal professional degree/certification (an MFA for studio art and drama; a CPA or CMA and an appropriate master’s degree for accounting) from a graduate institution of recognized standing; or completed accomplishments that are considered equivalent, such as outstanding performance in the creative arts or in the business or medical community. Although the University reserves the right to waive this requirement in unusual cases, faculty members who fail to meet this requirement should not expect to be granted tenure
- demonstrated their effectiveness in teaching, advising, scholarship, and service through a satisfactory review and proven their potential for sustaining long-term excellence in these areas.

Because the actual conferral of tenure is an affirmative act by the Board of Regents, the individual must formally request tenure during the sixth year of probationary status or its equivalent as defined in this faculty handbook. This request for review is ordinarily made upon notification by the Vice President for Academic Affairs of the faculty member’s eligibility for review, which should be made no later than September 1 of the sixth probationary year. If timely notice is not given, it is the faculty member’s duty to bring such failure to the attention of the ART Committee and the Vice President for Academic Affairs.

**Procedures for Promotion and Tenure Review**

**Initiation of Candidacy**

Academic Affairs will email all faculty reminding them of the deadline for initiating candidacy for promotion and/or tenure. It is the faculty’s responsibility to initiate this process by submitting the Declaration for Promotion form to their Department Chair/Program Director and Dean for signature and then to the Vice President for Academic Affairs by May 31 prior to the sixth probationary year.

**Confirmation of Candidacy**

The Vice President for Academic Affairs will notify all candidates who have submitted a Declaration for Promotion form and who have met eligibility requirements of their
responsibility for compiling a dossier and confidential file, based on the guidelines provided. Each year the Vice President for Academic Affairs will publish the deadlines for submission of the dossier and confidential file.

Promotion and Tenure Review Files

Evaluations by the ART Committee will be based on evidence contained in the promotion/tenure review file. This file will consist of two parts: the dossier prepared by the faculty member, and the confidential file containing material solicited by the ART Committee including the file of student course and advising evaluations. All of these documents are available to the Dean, the ART Committee, the Vice President for Academic Affairs, and the President. The department chair/program director has access to all sections of the dossier, except the personal statement. The department chair/program director does not have access to any other documents in the review process.

Promotion and Tenure Dossier

Candidates primarily make their case for promotion or tenure via the promotion/tenure dossier. Guidelines for preparing the dossier are provided to candidates at the time of confirmation of candidacy. Each dossier should contain:

- a personal statement
- a current curriculum vitae
- sufficient evidence to demonstrate that the candidate meets or exceeds the criteria for teaching and advising effectiveness, scholarly productivity, and institutional and community service.

Confidential File

The confidential file contains evaluations solicited by the Vice President for Academic Affairs on behalf of the ART Committee. Details regarding the contents of this file are specified in the promotion/tenure packet, “Guidelines for Promotion/Tenure Review,” available from Academic Affairs. These evaluations include:

- teaching and general evaluations from tenured faculty inside and outside the department
- optional letters from people inside or outside the University
- evaluations by the department chair/program director and dean
- evaluations from student advisees
- copies of all of the faculty member’s California Lutheran University course evaluations;
- course loads and grade distributions.

No unsolicited material will be accepted for this file, and this part of the file is closed to the candidate.
Evaluation and Action

The ART Committee reviews all the information in the dossier and the confidential file, and then interviews each candidate. The committee evaluates each candidate for promotion and/or tenure based on the general faculty evaluation criteria.

The elected faculty members of the ART Committee submit to the Vice President for Academic Affairs their recommendation in each case. The vice president adds a recommendation and transmits both recommendations to the President. The President then makes a recommendation to the Academic Affairs Committee of the Board of Regents. Following the action of the Academic Affairs Committee and the entire Board of Regents, the Vice President for Academic Affairs will notify the candidate in a timely manner, but no later than April 1.

When an application for promotion and/or tenure is approved by the Board of Regents, the promotion in rank will take effect at the beginning of the next contract period.

Appeals

If an application for tenure is denied, the faculty member, department chair/program director or dean may initiate an appeal in one of two ways:

1. By requesting a second consideration by the President, who may in turn require the ART Committee to reconsider the case, or;
2. By filing a grievance with the Vice President for Academic Affairs, asking the Grievance Committee to review the process and advise the President regarding whether or not the process has been fair. Formal appeals may be made only on procedural, not substantive grounds. The Grievance Committee will not substitute its judgment on the merits of the case for promotion/tenure but rather determine whether the decision was the result of adequate consideration. (See Step III of Grievance Procedures.)

Post-tenure/Post-6th Year Review Policy and Procedures

Following the 2/4/6 year review process, faculty are reviewed by ART every six years. The purposes of this review are to nurture faculty growth and development, to maintain quality teaching and advising, and to sustain meaningful contributions on the part of each faculty member to the life of the university community. The post-tenure/post-sixth year review provides an opportunity for faculty to engage in regular self-reflection on their academic career and to receive feedback from peers in order that these purposes may be achieved.

Eligibility for Post-tenure/Post-6th Year Review

Members of the faculty will be reviewed every six years from the granting of tenure, or six years from the most recent promotion or most recent sixth-year review, whichever is later. If a faculty member is a member of the ART Committee at the time they are eligible for Post Tenure/Post-
6th Year review, the review will be postponed until the year after the faculty member leaves the ART Committee.

Criteria for Post-Tenure/Post-6th Year Review

Candidates for Post-Tenure/Post-6th Year review are expected to demonstrate that in the past six years they have:

1. fulfilled the faculty responsibilities outlined in the “Faculty Responsibilities” portion of this handbook;
2. maintained their teaching effectiveness, effectiveness as an adviser/mentor, scholarly productivity, and University/community service and proven their potential for sustaining excellence in these areas.

In areas other than teaching, the committee will recognize that long-term faculty may reapportion their productivity, based on their talents and interests, to include greater contribution in either scholarship or university service and leadership within faculty governance.

Procedures

A. Initiation of Post-Tenure/Post-Sixth-Year Review

The Vice President for Academic Affairs will notify faculty by September 15 of the review year of their responsibility for compiling a dossier based on guidelines provided to them.

1. Post-Tenure/Post-Sixth-Year Review Files: An evaluation by the ART Committee will be based on a Post-Tenure/Post-Sixth Year review dossier. The file will consist of two parts:
   a. a dossier, prepared by the faculty member in accordance with forms and guidelines provided by the ART Committee and kept on file with the office of the Vice President for Academic Affairs. The dossier should include:
      i. a personal statement
      ii. a current curriculum vitae
      iii. sufficient evidence to demonstrate that the faculty member meets or exceeds the criteria for post-tenure/post-sixth-year review.
   b. a confidential file that contains evaluations solicited by the Vice President for Academic Affairs on behalf of the ART Committee. These evaluations include:
      i. evaluations by faculty inside of the department
      ii. evaluations by the department chair/program director and dean
iii. copies of all of the faculty member's California Lutheran University course evaluations
iv. course loads, enrollment and grade distributions.

No unsolicited material will be accepted for this file and this part of the file is closed to the faculty member under review.

B. Evaluation and Action

The ART Committee reviews all the information in the dossier and the confidential file. The committee evaluates each faculty member based on the criteria for Post-Tenure/Post-6th Year review.

The elected faculty members of the ART Committee submit their evaluation in each case to the Vice President for Academic Affairs. The ART Committee will communicate to the faculty member in writing its evaluation and suggestions for improvement where improvement is deemed necessary. Faculty are expected to take the recommendations of the ART Committee seriously and implement suggestions as necessary.

C. Appeals

The faculty member may initiate an appeal or grievance if they feel the process has been unfair.

D. Personnel Records

Because appointment as a ranked faculty member may lead to a continuing relationship with the University, it is essential that there be adequate and detailed documentation to support every action involving each individual, especially those actions pertaining to appointment, promotion, tenure, layoff, and dismissal.

Two sets of files are maintained for each ranked faculty member in the office of the Vice President for Academic Affairs.

1. The Official Personnel File

The official personnel file contains the following basic documents:
   a. letters of application (originals)
   b. appointment and acceptance letters (originals)
   c. personal data information
   d. citizenship or legal residency documents (I-9 and specific identification required)
   e. hiring transaction documents
   f. performance review, student and other nonconfidential evaluations and letters of recommendation
g. annual contracts and payroll change documents (salary increases or changes, changes in status)

h. current official transcript or verification of degree

i. resume (updated every three years)

j. documented information that the faculty member or academic dean wishes to place in this file on professional background or accomplishments.

This file is available on a need-to-know basis only to the Board of Regents, university legal counsel, the Vice President for Academic Affairs, chair of the ART Committee, the Director of Human Resources, the individual faculty member, or others specifically designated by the signature of the President.

The faculty member, may, for the cost of duplication, obtain copies of any non-confidential materials in the official personnel file. Any such copies will be made by a staff member of the Academic Affairs Office.

The official personnel file will be kept in strictest confidence and will be available for confidential use only to the individuals indicated above. However, for a valid reason, the faculty member may authorize in writing access to their file by a person not indicated above.

Further, the University may permit access to and copying from such files pursuant to lawful requests and identification of federal or state agencies relevant to investigations, hearings, or other proceedings pending before such agencies or the courts.

2. The Confidential File

The confidential file, which contains confidential statements of assessment or evaluations, is also maintained for each ranked faculty member. It is available for inspection only by the ART Committee, the deans and department chairs, the Vice President for Academic Affairs, and the President. By university policy, letters and statements of recommendation and evaluation of qualifications for employment, retention, or promotion are confidential within the limits of the law and are not available to the faculty member.

Separation From the University

At times California Lutheran University or individual faculty members may find it necessary to sever their contractual relationship. To protect the interests of both parties, categories of separation are here defined and the policies and procedures related to each are set forth.
Types of separation are:
1. resignation
2. retirement
3. non-reappointment of probationary faculty
4. termination
5. suspension or dismissal for cause.

Resignation
A faculty member may resign effective at the end of an academic year. Professional ethics and responsibility require, however, that notice be given in writing at the earliest opportunity, but not later than the deadline to respond to an offer of reappointment for the coming year. Extension beyond this deadline may be requested of the President in writing and shall be granted at the President’s discretion. Failure to give written acceptance of reappointment by the deadline, or by an extended deadline approved by the President, will constitute resignation. However, the Academic Affairs Office will make reasonable efforts to contact any faculty member who fails to respond to an offer of reappointment in order to avoid inadvertent resignation.

Retirement
The Board of Regents has established a retirement program for faculty. The currently approved program includes the following provisions:

As required by federal law, there is no mandatory retirement age.

Tenure ends at the time of retirement. However, faculty service may be extended by mutual agreement on a term-contract basis.

Each full-time faculty member who is considering retirement is eligible to receive a one-time stipend for the purpose of obtaining professional financial planning service.

Non-reappointment of Probationary (Tenure-track) Faculty Members and Faculty on Rolling Contracts

The term “non-reappointment” means that the University has decided not to renew a faculty appointment at the conclusion of the stated contract term. Although probationary appointments and rolling contracts are usually subject to renewal, the University is under no obligation to renew such appointments if adequate notice is given. Termination of probationary appointments and rolling contracts at the end of the term specified in the contract may be effected by the college without cause, but shall not be effected because of the exercise of any of the faculty member’s rights. Non-reappointment is different from “Termination” and “Dismissal for Cause,” described below, which are both severance actions.
Criteria for Non-reappointment

Criteria for non-reappointment may include, but are not necessarily limited to, the following:

1. unsatisfactory performance of the faculty member’s appointment responsibilities as set forth in the “Professional Growth and Development” section and as evaluated according to the procedures of the appropriate subsections of the “Faculty Evaluation Process and Standards” section;
2. changes in the institution’s academic program;
3. performance and/or qualifications which, although satisfactory, will not enable the institution to achieve its educational objectives and standards;
4. incongruence between the teaching interests of the faculty member and the educational goals of the University;
5. full staffing at the tenure level in the areas of the candidate’s principal competence or specialty;
6. budgetary constraints such as declining enrollment, changes in enrollment patterns, or overstaffing;
7. financial exigencies;
8. conduct that seriously impairs a professional working relationship with members of the academic unit such that the functioning of the unit is impaired.

Procedures for Non-Reappointment

Decisions regarding the non-reappointment of a probationary or rolling contract faculty member will be made by the President upon recommendation by the Vice President for Academic Affairs, who in turn secures the advice of the ART Committee.

Since a notice of non-reappointment is not a dismissal for cause, it is not necessary for the University to set forth its reasons in the notice of non-reappointment. However, if the probationary faculty member wishes to know the reasons for non-reappointment, the request should be made in writing to the Vice President for Academic Affairs, who will honor the request.

Notice

_Probationary Faculty_

Notice of non-reappointment of probationary faculty must be given in writing:

1. on or before March 1 of the first academic year of service if the initial appointment is not to be renewed, or at least three months prior to the expiration of an initial, one-year appointment, if it expires during an academic year;
2. on or before December 15 of the second academic year of service if the appointment is not to be renewed, or at least six months prior to the expiration of the appointment if it expires during an academic year; or
3. at least 12 months prior to the time of the expiration of the appointment if the faculty member is in the third or more year of a probationary academic appointment.

Faculty on Rolling Contracts
Faculty on three-year rolling contracts are always in the first year of a three-year appointment. Thus, if a decision not to renew a rolling contract is made, the faculty member has two years remaining before the expiration of the appointment.

Appeals
In cases where faculty believe that their non-reappointment has been discriminatory, arbitrary, or capricious, they may commence a grievance in accordance with procedures established in the “Complaint and Grievance Procedures” section of this handbook. The burden of proof shall be on the faculty member.

Termination
Termination is a severance action by which the University terminates the services of a ranked faculty member before the expiration of their current contract, without prejudice as to the faculty member’s performance. Reasons for termination are: mental or physical disability; reduction of student interest or changes in the University’s educational program; declared financial exigency; and dismissal for cause.

Mental or Physical Disability
Conditions
Termination of a term, probationary, or continuous appointment before the expiration of the contract because of a mental or physical disability for which no reasonable accommodation can be made will be based on clear and convincing evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment.

Procedure
Upon being advised by a faculty member, the department chair, or the dean of the school or college that a situation exists that might warrant termination because of long-term physical or mental disability, the Vice President for Academic Affairs will secure written statements and recommendations on this matter from the dean of the school or college, the department chair, and, if possible, the faculty member involved. The University may not compel the disclosure of medical records as a condition of employment. Any disclosure of medical records by the faculty member shall be voluntary.

If, after review of all information gathered, the Vice President for Academic Affairs concludes that a long-term mental or physical condition exists that will cause the faculty member to be unable to continue to fulfill the terms and conditions of the appointment, the Vice President for Academic Affairs will give the faculty member involved or that faculty member’s representative a
written statement of intent to take this action with reasons, framed with reasonable particularity. The decision to terminate will be reached only after appropriate consultation and after the faculty member concerned, or someone representing the faculty member, has been informed of the basis of the proposed action and has been afforded an opportunity to present the faculty member’s position and to respond to the evidence. The Vice President for Academic Affairs will also provide the faculty member with information about the University’s long-term disability insurance coverage, if applicable.

Following the Vice President’s for Academic Affairs notice of intent to terminate, the faculty member may request a review. The faculty member will present the request for such a review in writing to the ART Committee within 14 days of receipt of the written notification of intent. The committee will review the written record and render an opinion as to whether the intended termination is appropriate and necessary within 21 calendar days of receipt. The opinion will be given in writing to the faculty member, the Vice President for Academic Affairs, and the President of the University, without the opinion being binding upon the President. The President will make the final decision regarding termination.

A faculty member who is dissatisfied with the President’s decision to terminate has the right to a full hearing before the Grievance Committee. The request must be presented in writing to the Grievance Committee within 14 calendar days of receipt of the notification commencing with Step III of the Grievance Procedure. The Grievance Committee’s decision may be appealed to the President. The President’s decision may be appealed to the Executive Committee of the Board of Regents. (See “Complaint and Grievance Procedures” section.)

A faculty member whose tenure or contract is terminated for reasons of medical disability will be compensated under the provision for disability insurance and retirement.

Reduction of Student Interest or Changes in the University’s Educational Program

Conditions
California Lutheran University may find itself in a situation in which, for bona fide reasons of good management, it may need to reorder academic program priorities and to eliminate faculty positions, an entire program, or an academic department. The conditions for such action normally entail decline in student interest and enrollment, academic program changes in response to student demand and the strategic plan, or reallocation of academic resources in order to maintain and improve financial stability.

Termination of faculty members on term or probationary contracts because of reduction in student interest or changes in the University’s educational program should normally be made at the expiration of the contract, with appropriate notice. (See Separation From the University Section)

In order to terminate a faculty member with a continuous (tenure) contract or before the expiration of a term or probationary contract, there must be a bona fide reduction of
student interest rather than a cyclical or temporary variation of student interest in the courses, and/or a formal restructuring of the academic program of the University, including discontinuance of a program or field of study.

Procedure

**Determining Faculty Reductions**

The decision to discontinue a program and to terminate a contract before its expiration because of reduction in student interest or academic program restructuring rests with the President upon a recommendation from the Vice President for Academic Affairs. Before notice of termination is given to a faculty member, the Vice President for Academic Affairs must make a formal presentation to the Undergraduate Curriculum Committee and/or the Graduate Curriculum Committee, as appropriate, identifying the specific factors and providing supporting evidence from program review, enrollment, data or documented market factors. The designated curriculum committee(s) should evaluate the evidence, consider the long-term effects of the proposed changes on the University's curriculum and strategic planning goals, and provide its recommendation regarding further action to the Vice President for Academic Affairs and the President. The President makes the decision and gives notice to the affected faculty.

**Order of Termination**

Decisions about which individual appointments are to be terminated will be guided by the following considerations: In all cases of necessary faculty reductions, non-tenured faculty members in a department will be released before tenured faculty members, except in circumstances where a serious distortion in the academic program would result. If tenured faculty must be released, the following factors will be considered in determining which faculty members are to be released: education and professional credentials, the length of the faculty member’s service to the University, the quality of the faculty member’s service to the University, the essential academic needs of each potentially affected department within the University, and the abilities of the individual faculty member in relation to the needs of the University and the potentially affected departments.

**Notice and Compensation**

Probationary faculty who are to be terminated must be given notice according to the regular guidelines for probationary faculty (See “Separation From the University” section). Notification of termination of faculty members with a continuous (tenure-track) contract or before the expiration of a term or probationary contract shall be three months prior to contract expiration for first year faculty and six months prior to contract termination for second-year faculty.
Faculty who have served more than two years must be given one full year of notice. In the absence of appropriate notice, one year’s salary must be given.

**Appeals Process**

Following a notice of the intention to terminate a contract because of a reduction of student interest and/or consolidation of a program, the faculty member has the right to a full hearing before the Grievance Committee. The request must be presented in writing to the Committee within 14 calendar days of receipt of the notification commencing with Step III of the Grievance Procedure. The Grievance Committee’s decision may be appealed to the President. The President’s decision may be appealed to the Executive Committee of the Board of Regents. (See “*Complaint and Grievance Procedures*” section.)

**Reemployment**

When a tenured faculty member is to be terminated for curricular reasons, the President will attempt to place that faculty member in an existing vacant position for which the faculty member is qualified. When, in the opinion of the President, placement within the institution is not a viable alternative, the institution will assist the faculty member in finding employment outside the University. The final decision on relocation is within the discretion of the President.

When a tenured faculty member is terminated for curricular reasons, the position will not be filled by a new appointee with the same areas of specialization as the terminated faculty member within a period of three years unless the terminated faculty member has been offered, in writing, reappointment to the position at the previous rank and salary held, with the addition of an appropriate increase that would constitute the raise that would have been awarded during the period that the faculty member was not employed by the University.

**Reduction Under Conditions of Declared Financial Exigency**

**Definition**

It is presently University policy and practice to involve the faculty and Board of Regents in planning and budgeting, and it is therefore likely that a financial problem would be clear to all as it developed. The involvement of the faculty in the budget and planning process, the faculty’s representation on the Budget Committee, and the regular reporting activity of the President and the CFO enable some of the faculty to be aware of the general financial condition of the University. The fact that the faculty chair is a member of the Board of Regents is another instance of faculty participation in University financial review. Nonetheless, it is possible that unforeseen and unpredictable developments could create a financial exigency not anticipated or expected by many of the faculty. Therefore, the following statement of policy attempts to prepare in advance the procedures for responding to financial problems that require a reduction in faculty.
“Financial exigency” is understood to be an urgent need to reorder financial obligations in order to restore or preserve financial ability. “Financial ability” means that ability to provide from current income, both cash and accrued, the funds necessary to meet current expenses, including debt payments and sound reserves, without invading or depleting capital. The exigency must be *bona fide*, must affect the University as a whole, and may be declared only when short-term and limited solutions are not sufficient, and only after alternatives consonant with sound management have been explored or attempted.

**Procedure for Declaring Financial Exigency**

The President will propose a declaration of financial exigency to the Budget Committee. The President and the CFO will present to this committee the information that indicates that financial exigency may need to be declared.

After examining this information carefully, the Budget Committee will present a written response and a recommendation to the President as to whether a condition of financial exigency should be declared. The Budget Committee will be given free access to all financial records of the University.

If, after receiving the recommendations of the Budget Committee, the President determines that a condition of financial exigency should be declared, the faculty must be notified. The President must present the proposal to a meeting of the Faculty Assembly, including evidence that a *bona fide* financial exigency exists, that the decision has been made in good faith, and that alternative solutions have been adequately explored.

The Executive Committee of the Board of Regents will then review the Budget Committee’s report and the President’s recommendation.

After completing all of the above steps, the President, with the concurrence of the Executive Committee of the Board of Regents, may present the proposal to the Board of Regents and call upon the board to declare a financial exigency to exist.

If the Board of Regents concurs with the proposal, the board declares financial exigency.

**Development of Steps to End Financial Exigency**

If financial exigency is declared, the Budget Committee will be responsible for recommending a package of budgetary reductions sufficient to end the condition as quickly as possible. This committee will seek information and advice from departments, committees, and officers of the University to enable it to make sound judgments about the impact of alternatives on the functions and programs of the University.
After receiving the report of the Budget Committee, the President will recommend to the Executive Committee of the Board of Regents a package of budgetary adjustments that will end the condition of financial exigency as quickly as possible. The board will then adopt a financial exigency plan that will thereafter remain in effect until it is revised by the board or the period of financial exigency is declared ended by the board.

Procedure for Termination

Notice

All faculty and all administrators shall be notified immediately of the possibility of non-reappointment for reasons of financial exigency.

Notification of termination of a faculty member’s contract shall be three months prior to contract expiration for first-year faculty and six months prior to contract termination for second-year faculty. Faculty who have served more than two years must be given one full year of notice or in the absence of appropriate notice, one year’s salary.

Order of Termination

Decisions about which individual appointments are to be terminated because of financial exigency will be guided by the following considerations: In all cases of necessary faculty reductions, non-tenured faculty members in a department will be released before tenured faculty members except in circumstances where a serious distortion in the academic program would result. If tenured faculty must be released, the following factors will be considered in determining which faculty members are to be released: education and professional credentials, the length of the faculty member’s service to the University, the quality of the faculty member’s service to the University, the essential academic needs of the University of each potentially affected department, and the abilities of the individual faculty member in relation to the needs of the University and the potentially affected departments.

Determination of Faculty Reductions

The Vice President for Academic Affairs will recommend individual terminations to the ART Committee.

The faculty member must be notified of the proposal to be presented to the ART Committee that affect them and have the right to examine the information presented to the ART Committee.

The ART Committee will make a recommendation regarding termination to the President.
The President makes the final decision regarding terminations and notifies faculty members of terminations in writing.

**Appeals**

Following notice of termination because of financial exigency, the faculty member has the right to a full hearing before the Grievance Committee. The request must be presented in writing to the Grievance Committee within 14 calendar days of receipt of the notification. The Grievance Committee’s decision may be appealed to the President. The President’s decision may be appealed to the Executive Committee of the Board of Regents. (See “Complaint and Grievance Procedures” section.)

**Continuation of Benefits**

For one year after termination, or until the terminated party becomes eligible for health insurance with a new employer, whichever comes first, the University shall provide health and major medical insurance for the terminated party and their family on the same basis as that fringe benefit was available to the faculty member prior to termination. If the terminated party qualifies for early retirement and enters that program, then they shall be entitled to the health and other benefits of early retirement as set forth in the University retirement program in effect at that time.

**Re-employment**

When a tenured faculty member is to be terminated for financial exigency, the President will attempt to place that faculty member in an existing vacant position for which the faculty member is qualified. In instances where, in the opinion of the President, placement within the institution is not a viable alternative, the institution will assist the faculty member in finding employment outside the University.

When a tenured faculty member is terminated for financial exigency, the position will not be filled by a new appointee with the same areas of specialization as the terminated faculty member within a period of three years unless the terminated faculty member has been offered, in writing, reappointment to the position at the previous rank and salary held, with the addition of an appropriate increase that would constitute the raise that would have been awarded during the period that the faculty member was not employed by the University.

**New Appointments**

New appointments to vacated or new faculty positions will not be made during the period of financial exigency except on the basis of overwhelming need and after review and recommendation by the ART Committee.
Suspension or Dismissal for Cause

Suspension or dismissal for cause is a severance action by which California Lutheran University terminates its contract with the faculty member for just cause. Dismissal will not be used to restrain a faculty member’s academic freedom or other rights as a citizen. Any faculty contract is subject to action under this section.

Criteria for Dismissal Action

Just cause for dismissal must be directly and substantially related to the fitness of a faculty member to continue in their professional capacity, and shall be determined in each instance by the President in accordance with the procedures outlined below.

In any case involving suspension or dismissal for cause, the burden of proof that just cause exists shall be on the University, which proof shall be by clear and convincing evidence in the record considered as a whole. Dismissal proceedings may be instituted on the basis of the following grounds:

1. professional incompetence;
2. continued neglect of faculty responsibilities as set forth in this handbook despite oral and written warnings;
3. serious personal misconduct;
4. deliberate and serious violation of the rights and freedom of fellow faculty members, administrators, or students;
5. conviction of any felony;
6. conviction of a crime directly related to the faculty member’s fitness to practice their profession;
7. theft or willful destruction of property;
8. serious failure to follow the canons and professional ethics of one’s discipline and those set down in the “Professional Ethics and Relations” section of this handbook;
9. falsification of credentials and experience;
10. failure to meet the performance standards of the institution as set forth in the “Faculty Responsibilities” section of this handbook after oral and written warnings;
11. sexual harassment of a student or University employee.

Suspension or Dismissal Procedural Steps

When reason arises to question the fitness or behavior of a tenured faculty member or of a non-tenured faculty member whose appointment has not expired, the Vice President for Academic Affairs will discuss the matter with the faculty member in personal conference. A written record summarizing the significant results of that meeting will be sent to the faculty member by the Vice President for Academic Affairs. Formal procedures should be initiated only after reasonable efforts to resolve the matter informally have failed to achieve a mutually acceptable determination.
If a resolution of the matter by mutual consent does not result from the initial informal administrative steps described above, the Vice President for Academic Affairs will send a written statement of the intent to take this action with reasons, framed with reasonable particularity. Because of the nature of dismissal, no fixed time can be specified for notice; however, such action is usually not taken without prior discussions with and written warnings to the faculty member.

Prior to the implementation of the dismissal, the data supporting the adequate cause for such action will be presented in writing to the ART Committee by the President or the President’s designee. If the ART Committee has engaged in post-tenure review of the faculty member and in monitoring a development plan, the Faculty Affairs Committee will serve as the initial review committee. The committee will obtain a written or oral statement from the faculty member (depending on which is preferred by the faculty member) with regard to the charges, and any other data the committee deems pertinent. The committee as a whole will consider the evidence and render an opinion. The opinion will be given to the faculty member and to the President without the opinion being binding upon the President.

The President will notify the faculty member in writing of the President’s final decision to implement or not implement the dismissal.

The President’s decision may be the basis of a formal grievance before the Grievance Committee, in accordance with the definition established in the “Complaint and Grievance Procedures” section of this handbook.

Alternatives to Dismissal

Appropriate administrative sanctions may be used with faculty members as an alternative to the termination of contract. These sanctions may include but are not limited to the following:

- warning
- written reprimand
- restitution, i.e., payment for damage done to individuals or to the University
- monetary fine
- loss of prospective benefits for a stated period of time, i.e., suspension of regular or merit increases in salary
- reduction in salary for a stated period of time
- suspension from service for a stated period of time without other prejudice.

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Policy Appendix

Compensation

Salaries

1. The maximum, minimum, and mean salaries paid within each rank will be published and distributed annually to the faculty by the Academic Affairs Office. This office will also publish a graph chart that indicates the salary distribution of all full-time faculty.

2. The salary schedule, including perquisites, will be continually under review by the Vice President for Academic Affairs and the Faculty Affairs Committee.

3. The salary of each faculty member will be reviewed annually.

Pro-rata Part-time and Overload Pay Scale

The part-time and overload pay scale will be published and distributed annually each September by the Academic Affairs Office.

Scale of Remuneration for Summer Session Instruction

Payment to faculty members for teaching in the summer session will be at the following rate:

Salary is computed on the basis of two percent of the preceding year’s base salary at California Lutheran University for each credit hour taught. Part-time faculty receive a salary based on the published pay scale.

Contracts for summer session instruction will be issued as soon as possible after course enrollments are known.

Fringe Benefits

The University has made all necessary modifications in its several benefit programs to comply with the federal Employee Retirement Income Security Act (ERISA) requirements. In accordance with ERISA, each eligible employee is provided with a Summary Plan Description for each program, including the plan brochures, setting forth eligibility requirements and the benefits provided under ERISA.
All benefit programs are available to all employees who meet eligibility standards and are employed for more than 1,000 hours per year (generally one-half time). Benefits based on other than a percentage of salary or wage basis are prorated for those persons employed less than full time.

For more specific information about any of the fringe benefit areas, contact the Human Resources Office.

1. **Unemployment Compensation**

   Employees who qualify under the laws of this state may be eligible to receive unemployment compensation after termination from California Lutheran University. Details as to the plan and the processes involved are available from local offices of the California State Employment Development Department (EDD).

2. **State Disability**

   Applications are available through the individual’s private physician or the EDD office.

   Under the California Unemployment Insurance Code, California Lutheran University is required to deduct one percent of gross salaries and wages monthly from all employees, as consistent with current law. Benefits are payable when an employee cannot work because of sickness or injury NOT caused by the employee’s job. Benefits begin on the eighth day of disability and are payable for a maximum of nine months in accordance with a basic benefit schedule based on quarterly wages earned. The University integrates State Disability Insurance (SDI) with sick leave and vacation.

3. **Worker’s Compensation**

   Each employee is covered from the minute they start to work until the workday concludes for on-the-job accidents, injuries or health hazards caused by the job. California Lutheran University pays the total cost of this insurance. This comprehensive plan covers three major areas: industrial accident (salary for days lost on the job); medical (doctors and hospitalization); and death and disability benefits.

   With respect to compensation received, the employee may receive as salary only the compensation paid under the Worker’s Compensation Insurance. The employee may also elect to supplement this payment with sick leave.

4. **Procedures for Filing Worker’s Compensation Claim**

   Employees must be given a claim form stating full disclosure of their rights within 24 hours of injury coming to the attention of the University.
The supervisor will do the following:
   a. Call Human Resources Office to advise of the injury;
   b. Send employees not seriously injured to Health Services and Human Resources Offices for medical authorization slip and employee report;
   c. Fill out supervisor’s report and return to Human Resources Office within 24 hours of injury.
   d. IN CASE OF AN EMERGENCY
      i. Call x3911, Campus Safety and Services, giving exact location on campus.
      ii. Call Human Resources Office to advise of injury and fill out supervisor’s report.
   e. OFF HOURS - Security officers are available to transport employees to the medical clinic, if necessary.

Disability slips from the doctor should be given directly to the Human Resources Office by the injured employee upon returning to work.

All injured employees not requiring ambulance services must be seen by the medical facility designated by the University.

5. **Social Security**

The employee’s W-2 form shows the amount paid each calendar year and is sent to the employee’s home by the University prior to February 1 of the following year.

Faculty who are members of the clergy may be considered “self-employed” for FICA and Medicare tax purposes. Accordingly, the University will not deduct otherwise mandatory FICA/Medicare taxes from the faculty member’s pay nor will the University remit payment to the U.S. government for FICA/Medicare taxes on behalf of the faculty member. Alternatively, the University will add the FICA/Medicare tax amounts to the clergy’s gross pay.

6. **Carrier Benefits**

In cases where a plan document differs from the handbook, the plan document takes precedence. The Human Resources web page may also be accessed to review the most current benefits summary.

7. **Group Medical and Hospitalization Insurance**

The University provides all eligible employees the benefit of enrolling in our group medical insurance plan. Administrators with an annual half-time contract or more are eligible for enrollment within the first 30 days of commencing work at California Lutheran
University. Staff employees who work 30 hours per week or more are eligible for enrollment the first of the next month after completing 30 days. Two programs are currently available: an indemnity plan and a Health Maintenance Organization (HMO). The employee may choose either plan. The University pays the premium for such employees, and these employees may elect coverage for their dependents provided they pay that portion of the premium.

An open enrollment period is held once a year during which time employees may change from one plan of coverage to the other, if they wish. Dependents who have not been previously enrolled (and were eligible for enrollment) may sign up for coverage at this time.

Applying for a change of status for insurance is the responsibility of the employee. Adding or deleting dependents or noting a change of marital status, etc., must be initiated by the employee.

Upon termination from employment at California Lutheran University, one may apply for continuation of benefits in accordance with the guidelines established through the Consolidated Omnibus Budget Reconciliation Act (COBRA) legislation. The terms of continuation are identified in the plan summary booklet. A conversion policy is also available (see Human Resources Office).

8. **Group Life Insurance**

The University provides a group life insurance policy to all eligible employees within the first 30 days of commencing work. Administrators with an annual halftime contract or staff who work 30 hours per week or more are eligible to enroll. The value of this benefit is equal to two times the employee’s annual base salary. The value decreases after age 65. Eligibility coincides with enrollment in the University’s medical insurance plan. Details of the plan are available from the Human Resources Office. (Note: Life insurance values in excess of $50,000 are taxable to the employee. This tax is withheld from the employee’s final paycheck at the end of each calendar year.)

9. **Disability Plan – Long Term**

Each employee working a minimum of 32 hours per week following one year of employment will be enrolled in a long term disability plan. This insurance premium is paid for in full by California Lutheran University. Should one become totally disabled, this plan provides disability benefits equal to 60 percent of one’s Covered Monthly Salary, not to exceed $3,500 monthly. If one qualifies for benefits under the terms of this plan, payments are made on the first of the month following six consecutive months of total disability. Details of the plan are available in the Human Resources Office. Upon enrollment in the plan, individuals receive an insurance certificate summarizing the
Group Total Disability Benefits Insurance from the insurance carrier.

10. **Cafeteria Flexible Benefits Plan**

Employees may elect to enroll in the University’s Flexible Benefits Plan (section 125/IRS code). This program affords employees the opportunity to tax defer expenses in the following categories:

   a. Dependent medical insurance premiums
   b. Uncovered medical/dental expenses
   c. Dependent Care

Tax-deferred amounts must be in accordance with limits established by the IRS and California Lutheran University. Enrollment may coincide with enrollment in the University’s medical insurance program or during the annual open enrollment period. Further details of this program are available in the Human Resources Office.

11. **TIAA-CREF Retirement Program**

The University provides to employees who meet eligibility requirements, at its cost, a retirement annuity contract with TIAA-CREF (Teachers Insurance and Annuity Association and College Retirement Equity Fund). All eligible employees will begin participation in this retirement plan upon completing one year of service (who work a minimum of 1,000 hours or more per year—administrators, half-time annual contract, and staff who work 20 hours or more per week) and attaining age 22. In any event, however, employees in eligible categories of employment who have fully vested, fully funded benefits under the terms of an institutional retirement plan of a previous employer may begin participation in this retirement plan following employment at CLU. Brochures about the plan are available through the Human Resources Office. Summary Plan Documents are also provided to all eligible employees.

California Lutheran University contributes the equivalent of 10 percent of the employee’s regular annual salary to the plan. Contributions under this retirement plan, referred to as Plan Contributions, will be made monthly during the years of participation, except for months in which no salary is paid. (Regular salary shall mean basic annual earnings exclusive of overtime pay.)

One’s income after retirement is based on the earnings and number of years in the plan. Quarterly statements are provided directly to participants from TIAA-CREF.

The Human Resources Office holds information sessions at least twice a year to advise eligible employees of the retirement program and review investment options available through TIAA-CREF.
For clerical administrators who are on the ministerial roles of the Evangelical Lutheran Church in America, the University will contribute toward the Church’s retirement plan at a level equivalent to 10 percent of the employee’s regular salary.

The University Retirement Plan is in compliance with ERISA and REACT (Retirement Equity Act) and the Tax Reform Act of 1986.

12. Tax-Deferred Annuities

Employees may elect to contribute to a supplemental retirement annuity on a tax-deferred basis according to the limits established by the IRS, at any time. Plan descriptions and materials are available in the Human Resources Office. This option is available to all employees. The percentage you elect to contribute to a tax-deferred annuity must be reviewed by the Human Resources Office.

13. Dental/Vision Insurance

The University provides dental and vision insurance to eligible employees within the first 30 days of commencing work. Administrators with an annual half-time contract are eligible to enroll. Eligibility coincides with enrollment in the University’s medical insurance plan. Specific plan features, lists of participating physicians and application forms are available through the Human Resources Office.

14. Employee Assistance Program

The University provides an employee assistance program to eligible employees within the first 30 days of commencing work. This managed-care program offers a full range of emotional, behavioral, and psychological services to employees and eligible dependents. Faculty with an annual half-time contract are eligible to enroll. Eligibility coincides with enrollment in the University’s medical insurance plan. Eligible dependents are automatically covered. Specific plan features and application forms are available through the Human Resources Office.

15. Institutional Benefits

a. Identification Cards

Each employee is required to obtain an official California Lutheran University identification card as soon after joining the staff as possible.

The I.D. card permits the faculty member to attend many on-campus functions, including athletic events, at no cost. The same applies to immediate family members, including spouse, and children.
Lectures and concerts for which there is no charge to California Lutheran University students are also open to employees without charge.

Remember in order to take advantage of said benefit; it is imperative that the I.D. card be shown in order to gain admission.

b. Tuition Remission for Administrators and Staff

Effective June 1, 2009 all full-time administrators and staff are eligible for 80% tuition remission for spouses, registered domestic partners and unmarried dependents (through age 23) for baccalaureate work in the undergraduate program (not to exceed 130 units) and fifth-year credential work (not to exceed 36 semester units). There is a one-year eligibility waiting period. The reduction does not apply to fees. Classes that are audited are not covered by this benefit. Dependents must meet admission standards and must be enrolled as regular full-time students at CLU in order to receive this benefit. Dependents must complete a minimum of 12 semester credits at CLU before becoming eligible to receive tuition remission for the Study Abroad Program.

Full-time employees enrolled in graduate and credential programs will be eligible to receive 80% tuition remission. Full-time employees will be eligible to receive 100% tuition remission for the first class and 80% for the second class taken per term in the Bachelor’s Degree for Professionals program. Employees are limited to receiving tuition remission for a maximum of two courses per term irrespective of the program in which they are enrolled. Tuition remission is available only to classes that are applied to the completion of a degree.

Administrators with half-time annual contracts or greater and staff who work 30 hours per week or more shall benefit proportionately to their hours of employment. Dependents are defined as natural or adopted unmarried children whose status qualifies them for exemption for federal income tax purposes. This policy excludes foreign exchange students and foster children.

Tuition remission for eligible spouses and unmarried dependents will be reduced by their scholarships and grants from other sources so that total scholarships and grants will not exceed California Lutheran University's tuition. Employees who are eligible for Cal Grants for their dependents are expected to apply through the Financial Aid Office each year by March 1st for grants awarded the following year. If a Cal grant is awarded to an employee's dependents, the University will continue to grant tuition remission. The combined total award from Cal Grant and CLU's tuition remission program may not exceed 100% of tuition costs.

Prior to registering for a course for which one is entitled to a tuition discount, it is the responsibility of the employee to first secure an application from the Human
Resources Office. Only via this manner does the Business Office know what charges should be applied. This should be done at least two weeks in advance of registration each term.

Administrators and staff who are enrolled in programs that require participation in internships and/or clinical practicum will be required to submit a written work schedule plan to their supervisors for approval each term in advance of enrolling in these classes. The plan must identify how enrollment in these classes will impact job performance. In order to retain eligibility for benefits, staff must work a minimum of 30 hours per week and administrators must have at least a half-time annual contract. A reduction in hours to these levels will impact vacation and sick leave accruals as well as the percentage of tuition remission granted.

Tuition remission for graduate work is available for employees only.

Tuition remission for the Ed.D. program is available to full-time employees on a limited basis beginning with the 2007-08 academic year. In order to be eligible to receive this benefit, employees must meet the enrollment criteria for admission to the program and be recommended by their respective dean or vice president. Tuition remission for this program will be awarded at 50% to no more than 20% of an entering doctoral cohort. (Example: Four CLU employees would be eligible to receive tuition remission in a cohort of 20 students; three employees would be eligible for this benefit in a cohort of 15). The Provost and Vice President for Academic Affairs must approve all of the tuition remission awards for this program.

Those individuals selected to receive this benefit are expected to remain employed at CLU for at least four years after completion of the Ed.D. program. If an employee does not remain at CLU for a full four years, he/she will be expected to repay the value of the tuition remission given on a prorated basis depending upon the actual years of service completed after earning an Ed.D. If the institution elects not to continue employment and initiates a separation, the recipient will not be expected to repay the value of the tuition remission.

If the university terminates the employment of an individual who is enrolled in classes or whose spouse, registered domestic partner, and/or unmarried children are enrolled in classes, CLU will continue to grant tuition remission through that current semester/term.

Should an employee die or become permanently disabled while spouse and/or children are enrolled, California Lutheran University will continue to grant tuition remission through that current year. Future benefits are allowed deceased employee's spouse and children if the employee has been employed for 10 or more years.
(Revised June 2010)

c. **TUITION REMISSION FOR ADMINISTRATORS AND FACULTY HIRED PRIOR TO JUNE 1, 1983**

Eligibility age for unmarried dependents is under age 25.

Maximum reduction of tuition is 100 percent.

All other previous terms and conditions apply as specified above.

d. **Tuition Exchange Program**

The Tuition Exchange (TE) is an organization that allows eligible, dependent children of faculty, administration, and staff from member institutions to attend other member institutions at significantly reduced rates. In most cases, the scholarship value matches tuition at the host institution but does not include room, board, special fees, or any other non-tuition expenses. Over 400 colleges and universities from around the country are members of the TE Program. Full-time faculty, administration, and staff who have completed three years of full-time employment are eligible to apply for TE participation on behalf of their dependent children who must be under 23 years of age. Acceptance into this program will be for first baccalaureate degrees only. The eligibility of each student applying for a TE scholarship must be certified by the TE Liaison Officer (the Vice President for Administration and Finance) and is based on the Application for Tuition Exchange Scholarship and Certification Form, which can be obtained through the Controller’s Office. The application process should begin as early as September 1 of the year preceding the anticipated college matriculation. The application deadline is November 1 prior to the year of matriculation.

A limited number of scholarships are available. In the event that the number of qualified dependent children of CLU employees exceeds the available openings into the Program, employee selection will be determined by a weighted lottery system.

Complete details of this program may be obtained through the office of the Controller.

e. **Preschool and Daycare Employee Discount**

California Lutheran University’s Preschool provides quality preschool and childcare for dependent children of faculty, administration, and staff. Priority placement in the program and employee discounts is provided. Dependent
children are defined as natural or adopted children whose status qualifies them for exemption for federal income tax purposes. This policy excludes foster children.

Full-time administrators, faculty and staff are eligible to receive a 30% discount for one child and a 35% reduction for two or more children (of the total). There is no waiting period to be eligible for this benefit. The discount does not apply to other fees. Administrators and faculty who have half-time annual contracts and staff who work 30 hours per week shall benefit proportionately to their hours of employment. These discounts are limited to the above amounts specified regardless of the number of parents employed by the University.

Prior to registering at the Preschool, it is the responsibility of the employee to first secure a tuition discount application from the Human Resources Office. Applications should be completed for each year. Once the tuition application is processed, employees may proceed to register their children in the preschool and childcare program.

f. **Bookstore Discounts**

Normally there will be a discount of 10% on trade books purchased by faculty, including part-time employees. This discount will apply to books that are on hand in the bookstore. No discount will apply to special orders, but shipping and handling will not be charged.

Faculty will also receive a 10% discount on CLU clothing, gift items, and cards.

The bookstore may request that faculty members present their I.D. cards for identification when the discount is requested.

g. **Trip Reduction Plan**

The institution participates in a Trip Reduction Plan mandated by the Ventura County Air Pollution Control District (APCD).

The focus of this plan is to reduce the number of individual commutes to the campus as specified by the APCD. Participation in CLU's incentive plan requires that employees use an alternative mode of transportation at least three times per week. This may include walking to work, riding the bus, riding a bicycle, being dropped off at work, carpooling, or telecommuting. Note that the Ventura County APCD carpool definition includes adults or students 16 years or older traveling to work or school, and/or preschool children or elders dropped off at a facility within ½ mile of the worksite.
Details of the University’s incentive program and registration forms are available through the Human Resources Office.

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Leaves

Leaves with Pay

1. **Sick Leave**

   After a 90-day probationary period, each employee earns one day of paid sick leave per month for a total not to exceed 12 sick days per year. Paid sick leave may be accumulated up to a maximum of 120 days. Paid sick leave is applicable to the personal illness of the employee. After three consecutive days, the University may require a physician’s Return to Work Certification. The completion of this form will also be required after an employee has been hospitalized for any period of time. This form is available through the Human Resources Web Page. Upon termination of employment, no payment will be made for unused sick leave.

   Absence from work due to illness in the immediate family may be charged to sick leave upon the request of the administrator. “Immediate family” is normally defined as referring to members residing in the household. There may be unusual situations that could be acceptable as exceptions to this limitation. The judgment of the appropriate Vice President or Director of Human Resources would be used in making the final decision on exceptions. The administrator should request and receive approval prior to beginning to make use of this provision.

   Employees are entitled to leave under the provisions of the California Family Rights Act and the Federal Family and Medical Leave Act for a period of up to 12 work-weeks during any 12-month period. To be eligible for this leave, an employee must have at least one year of service and have worked at least 1,250 hours in the immediate past 12 months prior to the leave commencing. This leave will be available for persons with a serious health condition that makes them unable to perform their job functions. This leave may be taken on an intermittent or reduced leave schedule when it is determined to be medically necessary. If the leave is for a serious health condition of the employee and is foreseeable, the employee will give the University as much notice as is practicable.

   Except to the extent that the employee has available paid sick leave, such leaves will be without pay. However, if the employee has available vacation pay, such vacation pay will be utilized during this leave after any paid available sick leave has been exhausted. The University may require that any leave requested for a serious health condition of the
employee be supported by a certification issued by the health care provider for the employee.

2. **Bereavement**

In the event of a death in an administrator or staff member's immediate family (spouse, children, parents, siblings, mother-in-law, father-in-law, grandparent, grandchildren, or any other relative living in the family household), bereavement leave of up to five days may be granted with pay. Individuals who are required to travel out of state may be granted up to three additional days with pay. Bereavement leave is charged against the employee's sick leave accrual.

3. **Jury Duty**

California Lutheran University believes that the employees should meet civic responsibilities and urges one to serve on city, state, and federal juries, if and when summoned. For this purpose, a leave of absence with full pay is granted by the University for a period of up to two weeks (ten working days) provided that reasonable advanced notice of one's obligation to serve is given. One may also keep any jury fees received. It is expected that employees called for jury duty will make an effort to keep up with their work after adjournment of the court each day.

4. **Military Service – Active Duty**
   a. Faculty members on tenure who are drafted for military service will hold their rights and will be granted a leave of absence consistent with applicable law.
   b. If faculty members on tenure volunteer for military service, their employment and rights are terminated, unless they formally request the University for protection of their rights. The best interests both of the University and the individual will then be considered in acting on such requests.
   c. If a faculty member not on tenure is drafted or volunteers for military service, the leave will be granted consistent with applicable law.

5. **Military Service – Reserve Duty**

Two weeks of leave without pay will be allowed, annually, to a faculty member who, as a member of the military reserve or the National Guard, is required to be on active duty during the regular academic year.

**Leaves Without Pay**

All leaves of absence will be considered on their individual merits. Such leaves may not guarantee one’s return to the same position.
Employee’s benefits paid by the University will continue for up to three months while on unpaid leave status. After the conclusion of the three months on unpaid leave status, employees are required to pay their own insurance premiums through COBRA.

Leaves must be approved by both supervisor and appropriate Vice President.

Leaves which qualify under the Family Medical Leave Act or California Family Rights Act will provide for guaranteed return to work, so long as the leave does not exceed 12 weeks.

1. **Maternity Leave of Absence**

   Employees who are temporarily disabled and unable to work due to pregnancy-related disability would be granted a maternity leave of absence without pay for the period of the disability, provided such a period should not exceed four months. The University integrates State Disability Insurance (S.D.I.) with sick leave and vacation.

   Maternity leaves will be granted on the basis of a physician’s written statement that an employee is no longer able to work due to a pregnancy-related disability.

   An employee who is granted a maternity leave of absence will be entitled, in addition to four months, to utilize any accrued sick leave and/or vacation benefits during the period of disability or long term disability for which the employee may be eligible.

   Employees planning to take a maternity leave must submit a written request to the Human Resources Office and a physician’s statement. This physician’s statement shall give the University reasonable notice of the date the leave will commence, the estimated duration of the leave, and the expected return to work date. The employee must inform the University of the disability as soon as the employee becomes aware. The employee’s physician must advise the University of the employee’s ability to continue working through the pregnancy until the anticipated date of leave. Employees returning to work after a maternity leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties. Employees must use the Return to Work Certification Form to obtain a physician’s release. This form is available through the Human Resources Web Page.

   The employee must keep the University informed at least every 30 days during the maternity leave as to the status of their disability as well as the employee’s intent to return to work upon recovery from the disability. Employees on a maternity leave of absence are not eligible to accrue vacation or sick pay while on leave, nor are they eligible to receive paid holiday benefits. At the conclusion of the employee’s maternity leave, the University will reinstate the employee to the same or substantially equivalent position.

   In the event that the University cannot immediately reinstate the employee for business
reasons, the employee will be placed on a preferential hiring list and reinstated to the same or a substantially equivalent position at such time as a position becomes available.

Time taken as maternity leave under this provision shall not be credited against leave provided under either the Family Medical Leave Act or the California Family Rights Act.

2. **Family Care Leave**

Under the California Family Rights Act (FRA) and the Federal Family and Medical Leave Act (FMLA), any employee with 12 months of service and who has worked at least 1,250 hours in the immediate past twelve months, is eligible for a Family Care Leave under the terms of this policy.

Employees are entitled to a leave of up to 12 weeks in any 12-month period for the following purposes:

1. for the birth of a child of the employee and in order to care for such child;
2. for the placement of a child with the employee for adoption or foster care (note: eligibility for a leave for the birth or placement for adoption or foster care of a child expires at the end of the twelve month period beginning on the date of the birth or the placement of the child);
3. for the care of a spouse, child, or parent of the employee who has a serious health condition.

3. **Foreseeable Leave**

For a leave for the birth or placement of a child in which the necessity for the leave is foreseeable based on an expected birth or placement, the employee shall provide the University with not less than 30 days notice before the leave is to begin, unless there are unforeseen circumstances which preclude the 30 days notice and then the employee should give the University as much notice as is possible.

For a leave for a serious health condition of the employee’s spouse, child, or parent in which the necessity for a leave is foreseeable based upon a planned medical treatment, the employee shall make a reasonable effort to schedule such treatments so as not to disrupt the University’s operations, subject to the cooperation and approval of the health care provider for the person with the serious health condition, and the employee shall provide the University with 30 days notice prior to the commencement of a leave except in the event that circumstances prevent such notice and then employee is to provide as much notice as is practicable. Intermittent leave or reduced leave schedule may be taken in order for the employee to attend to the serious health condition of a spouse, child, or parent when medically necessary.

4. **Certification of a Serious Health Condition**
A serious health condition is defined under the law as an illness, injury, or impairment of physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. It also may involve a period of incapacity whereby the individual is absent from work, school, or other regular daily activity for more than three calendar days and also involves a continuing treatment by a health care provider.

The University may require that the leave for a serious health condition of an employee’s spouse, child, or parent be supported by a certification issued by the health care provider of the person with the serious health condition.

Employees returning to work after a leave must have a written release from a physician verifying they are able to return to work and safely perform their duties. Employees must use the Return to Work Certification Form to obtain a physician’s release. This form is available through the Human Resources Web Page.

5. **Coordination of Leaves and Benefits**

   In relationship to other leave policies, employees taking family care leave will be required to use all available vacation entitlement during the family care leave.

   After all available vacation pay has been exhausted, absence from work due to illness in the immediate family may be charged to sick leave pay upon the request of the employee. “Immediate family” is normally defined as referring to members residing in the household. There may be unusual situations that could be acceptable as exceptions to this limitation. The appropriate Vice President or Director of Human Resources shall make the final decision on exceptions. After all pay entitlements under the provisions of other University leave policies have been exhausted, the remainder of the leave will be unpaid.

6. **Time Off to Visit Child’s School**

   Each employee of California Lutheran University shall be allowed up to four hours of excused absence per child per school year for purposes of visits to the child’s school. A request for an excused absence should be made to the employee’s supervisor as soon as the employee is aware of the need to visit the child’s school. This policy relates to child in kindergarten through grade 12. A child shall include natural, adopted, foster, stepchild or legal ward living with or apart from the employee. The University reserves the right to request written confirmation from the school with respect to the date of such visit.

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Working Conditions

Closure
The Board of Regents or the President of the University, or people acting under their authority, may close the University due to circumstances beyond the University's control that impair its ability to continue normal operations. Such circumstances may include, but are not limited to, inclement weather, natural disaster, labor disputes, national emergencies, or other forces majeure. During such periods of closure, term employees shall be considered to be on leave of absence with pay, until otherwise notified.

Announcement of the closure of the University shall be disseminated by means of local radio stations. During such occurrences, the employees are requested to monitor the stations for information.

Disaster Plan
The Emergency Operations Plan is designed to coordinate the use of University and community resources to protect life and property immediately following a major natural or accidental disaster on the CLU campus. It is placed into operation whenever an emergency affecting the campus cannot be controlled through normal channels. The primary emergencies envisioned by this plan are a major earthquake or other natural disasters.

Copies of the detailed Emergency Operations Plan document may be obtained from the Campus Safety and Services Office. It is also posted on the CLU web page.

Equal Employment Opportunity
The continuing policy of California Lutheran University is to afford equal opportunities for all qualified individuals, regardless of their race, creed, color, age, national origin, ethnic origin, ancestry, religion, sex, sexual orientation, marital status, non job-related handicap, or veteran status. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program, activity, or facility of the University on the basis of these factors.

It is also the policy of the University that these principles should guide interactions between all employees.

Nonsexist Use of Language
Language can be a powerful, although unconscious, tool in reinforcing sexism. In order to maintain high standards of scholarship in both written materials and oral presentation, the University community should consciously work toward inclusive modes of expression, that is, modes that do not discriminate on the basis of sex.
Avoiding sexist language means making a conscientious effort to choose words that are accurate, clear, and unbiased. Word choice should convey underlying assumptions and attitudes of sex equality on the part of the writer or speaker.

Changes in the style and content of publications, lectures, and public relations material should indicate an awareness of the following:

Male nouns and pronouns should no longer be considered appropriate as generic terms when referring to a person who may be of any sex or to more than one person (e.g., substitute "one" or "person" or use the plural form).

People can no longer be identified by fixed roles or stereotyped duties. Sex typing can, in fact, be diminished by the use of terms that are not sex-specific and the use of examples that do not limit individuals to traditional roles (e.g., substitute police officer for policeman).

Outside Activities
See the “Outside Employment and/or Professional Activity” section of this handbook.

Conflict of Interest
See the “Conflict of Interest” section of this handbook.

Hazardous Waste Disposal
Employees who handle toxic or hazardous substances on behalf of the University are required to maintain, use, and dispose of such substances in accordance with applicable state, federal, and local laws and regulations as a condition of their employment. The employee may obtain assistance in ascertaining her or his obligations under these laws and regulations from the Director of Campus Safety and Services. Any employee who violates any such laws, unless such violation occurs despite reasonable reliance upon advice given by the University, shall be deemed to have acted outside the scope of her or his authority.

Release of Information About Students (Family Education Rights and Privacy Act)
All employees who administer student educational records are required to comply with the University’s F.E.R.P.A. nondisclosure policy. Violation of said policy shall be deemed to be a breach of duty.

Annually, California Lutheran University informs students of their rights under the Family Educational Rights and Privacy Act of 1974, as amended (FERPA, also known as the Buckley Amendment). The act was designed to protect the privacy of education records, to establish the right of students to inspect and review their education records, and to provide procedures to correct inaccurate or misleading information in those education records through the hearing process. Students also have the right to file complaints with the FERPA office concerning alleged failures by the institution to comply with the act.
The act allows students the right to inspect their education records and provides that colleges and universities will maintain the confidentiality of those records. At CLU no one outside the institution will have access to a student’s education records without the student’s written consent, with the exception of parents who claim the student as a dependent for tax purposes. The University will inform parents if there has been a change in the student’s academic standing: specifically, if the student is placed on probation or suspension or is removed from those statuses. A copy of the full text of the law is available in the Registrar’s Office.

Fund-raising Policy

All fund-raising activities conducted on behalf of or in the name of the University by any employee shall be subject to the proper coordination and approval of the Vice President for University Advancement. Grants or gifts may not be accepted on behalf of the University unless approved by the President of the University.

Employees may not solicit funds on behalf of any organization, other than an approved University organization, on University property unless prior approval is received from the Vice President for University Advancement in consultation with the Vice President for Administration and Finance. Employees may not sell or solicit the sale of products on University property or on work time other than University-approved products, the sale of which is part of the employee’s job duties or responsibilities.

No one shall appropriate to her or his own use, or the use of another, the University name, logo, seal, emblem, or any other trademarks or service marks of the University without the written permission of the Vice President for University Advancement.

Smoking Policy

Smoking is prohibited in administrative offices (including private administrative offices), faculty offices, all meeting rooms on campus, and within 20 feet of the entrance of a building. For the health and protection of all employees, this policy is in accordance with ordinances established by the City of Thousand Oaks.

Alcohol Abuse/Drug-free Workplace and Campus Policy – In Progress

1. Definitions

For purposes of this section and the following subsections, the following terms shall be defined as provided:

a. “Controlled substance” means a controlled substance identified or described in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15, and/or as defined by the state of California, as amended from time to time;
b. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

c. "Criminal drug statute" means a federal, state, or other non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance;

d. "Grant" means an award of financial assistance, including a cooperative agreement, in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term "grant" includes block grant and entitlement grant programs, whether or not exempted from coverage under the grants management government-wide regulation (Uniform Administrative Local Governments). The term does not include technical assistance which provides services instead of money or other assistance in the form of loans, loan guarantees, interest subsidies, insurance, or direct appropriations; or any veterans’ benefits to individuals, i.e., any benefit to veterans, their families or survivors by virtue of the service of a veteran in the Armed Forces of the United States.

2. General Statement

The University prohibits the unlawful or unauthorized manufacture, distribution, dispensing, possession or consumption, sale or use of controlled substances on or in University-owned or -controlled property or in the course of University business or activities. The University prohibits the distribution, dispensing, possession, consumption, sale or use of alcoholic beverages on or in University-owned or -controlled property and facilities. Individuals or entities including, but not limited to, students, employees, contractors, agents, volunteers or invitees, who violate this policy shall be subject to discipline, termination/dismissal, debarment, arrest, or citation, as applicable. Additionally, employees or students who violate this policy may be required to participate satisfactorily in a drug or alcohol abuse assistance or rehabilitation program approved by the University.

University employees and independent contractors must not report to work or be on University controlled property while under the influence of any drugs or alcohol or other substance which will in any way affect their work performance, alertness, coordination, or response, or affect the safety of others on the job, or which would affect their ability to appropriately represent the University.

Any employee who is required to use a medically prescribed or over-the-counter drug which may impair or affect the employee’s alertness, coordination, or responses must advise their supervisor of this fact before reporting to work. It is the employee’s responsibility to determine whether or not a prescribed or over-the-counter drug may impair job performance. The University reserves the right to require any employee using prescribed or over-the-counter drugs to provide a physician’s certification that the use of
the drug will not impair proper and safe job performance.

3. **Grants/Recipients/Participants**

   Employees who are authorized to work on any grant shall, as a condition of acceptance of and prior to commencing any such work, be required to abide by the provisions of and to execute and deliver to the University a certification on a form as follows.

4. **University Response**

   No later than 30 calendar days after receiving a notification of a drug statute conviction as required in section K. 3. above, the University shall act as follows, with respect to any employee so convicted:

   a. take personnel action against such employee to include any range of authorized disciplinary actions up to termination/dismissal; and/or
   b. require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the University.

   In addition, the University shall notify the agency, which awarded the grant under which the employee was working at the time of the incident leading to the conviction, of the notification received under section K.3., no later than 10 calendar days after actual receipt.

5. **Education**

   The University, through the Human Resources Office, annually distributes to employees, faculty and students information concerning the dangers of alcohol and drug abuse in the workplace, the provisions of section K. 1. above, available drug or alcohol counseling, rehabilitation and employee assistance programs, and the personnel actions which employees are subject to as a consequence of their violation of the provisions of section K. 2. above, or the conviction of a criminal drug statute for a violation occurring on or in University-owned or -controlled property or in the course of University business or activities.

**Political Activity and Public Statements**

See “Outside Employment and/or Professional Activity” section.

**Use of University Facilities and Services**

Faculty members may use University facilities when the use is connected to their scholarly activities. The use is subject to the availability of the facilities and must be scheduled through the appropriate scheduling authority.
Outside activities may be conducted in the individual's assigned office space so long as they are not substantial and do not interfere with the work of other faculty, staff, or administration, and as long as they are in keeping with the University’s mission.

Faculty secretaries, on an “as available” basis, may assist in the preparation of scholarly, non-revenue generating work.

Use of University Name and Seal
The University’s name and seal are the exclusive property of the University and, consequently, may not be used in connection with goods or services offered or bank accounts held by any outside organization or individual without the prior permission of the President of the University. Faculty members publish a considerable number of reports in the forms of bulletins, circulars, scientific articles, monographs, and books, some of which are copyrighted and others of which are not. Material from such recognized publications is, of course, quotable, and proper recognition should be given to both the individual author and to the University in connection with the quotations.

Official stationery may not be used in connection with “outside activities.” No report or statement relating to outside activities may use the name of California Lutheran University. The use of official University titles for personal gain or publicity is prohibited without the written approval of the President.

Library and Computer Use Policies
See the ITS Computer Use Policy.

Research and Publication

Protection of Human and Animal Subjects in Research

PROCEDURES FOR OBTAINING INSTITUTIONAL APPROVAL FOR THE USE OF ANIMALS AND HUMAN PARTICIPANTS

The IRB (or the PreBoard Reviewer) will review all projects involving animals and human participants. Projects may be approved, disapproved, approved with modifications, or identified for pending action that will require the submission of additional information requested by the IRB. The IRB will inform investigators of its decision in writing.

1. Criteria for Approval

Projects will not be approved if they do not conform to the Institutional Guidelines for
Treatment of Animals and Human Participants in Research (page 3) or the Institutional Guidelines for Animal Use and Care (page 6).

2. **Categories of Review**

   **Full Board Review:** A review by the entire IRB will be required for all initial studies, and for subsequent studies that do not meet the criteria outlined below.

   **Expedited Review:** Some studies (including, but not limited to, collection of hair/nail clippings, excreta, data using non-invasive procedures typically employed in clinical practice, voice recordings, notes) that clearly and obviously satisfy the Institutional Guidelines for Treatment of Human Participants in Research (page 3) or the Institutional Guidelines for Animal Use and Care (page 6) may receive expedited review by the PreBoard Reviewer if a similar study has been previously assigned an approval number.

   **Exempt:** Some studies (including, but not limited to, some surveys, field interviews, naturalistic observations, educational evaluation and testing) that involve only minimal risk to participants and animals may be exempt from full IRB review. In these cases, researchers must still submit an application requesting exempt status and full review.

3. **Review Procedure**

   Five (5) completed copies of the Application to Use Human Participants in Research or the Institutional Review Board Application to Use Animals in Research and Teaching must be submitted to receive full IRB review; two (2) completed copies must be submitted for expedited and exempt reviews. Applications to use human participants submitted for full or expedited review must include a copy of the proposed informed consent form. Written consent may be waived if (a) the signed consent form may link participants to their respective data and thus violate confidentiality or (b) the study clearly and obviously presents only minimal risk to participants.

**INSTITUTIONAL GUIDELINES FOR TREATMENT OF HUMAN PARTICIPANTS IN RESEARCH:**

1. It is the investigator’s responsibility to ensure that the participants’ dignity and welfare are protected and that federal, state, and professional standards governing the conduct of research are met. Approval by the IRB does not preclude the necessity of obtaining approval from other governing agencies related to the study. For example, researchers studying patients in a hospital may also be required to obtain approval from the person or committee overseeing such practices at that hospital.

2. Participation in any research project must be voluntary. Participants have the right to decline to participate in any study; participants may terminate their participation in any study at any time. The investigator has the responsibility to ensure that participants understand these rights.
3. Studies may be evaluated to ascertain the degree to which participants are at risk, and any potential risk to participants must be offset by potential benefits of the research to participants or its potential contribution to knowledge. If the risk/benefit ratio is unacceptable, alternative designs must be considered or the study will not be approved and must not be conducted. Research that is redundant or trivial is not an appropriate use of energy and resources will not be approved.

4. If participants are deemed to be at risk, the investigator must obtain informed consent prior to their participation. Informed consent requires the obligations and responsibilities of both the investigator and participants to be stated in language that is easily understandable by each. The investigator must honor all obligations detailed in the informed consent procedure (page 5). Participants must be informed of any aspects of the research that might influence their choice to participate; any inquiries about any aspects of the study must be answered to the satisfaction of the participants. Anything other than full disclosure requires additional steps to ensure that the participants’ welfare and dignity are protected. Research involving children or people with impairments will require special informed consent procedures to be approved in advance by the IRB.

5. If the methodological requirements of a study require the use of deception, the risk/benefit ratio must be assessed (as in 3 above). Before such a study is conducted, the investigator must (a) determine whether deception is, in fact, a methodological necessity, (b) investigate the feasibility of using alternative procedures that do not involve deception, and (c) ensure that participants receive a full and sufficient explanation for the use of deception as soon as deception is no longer necessary.

6. During the conduct of a study, the investigator is responsible for the ethical treatment of research participants by collaborators, assistants, students, and employees, all of whom must maintain ethical standards of treatment.

7. It is the responsibility of the investigator to protect the participants from physical and mental discomfort, harm, and danger during the course of research. Procedures for contacting the investigator for a reasonable period of time following the conclusion of a study should be established and communicated to participants in the event that questions or concerns about their role in the study arise.

8. At the conclusion of the study, the investigator will, in a timely fashion, provide all participants with a complete disclosure of the nature of the study; any misconceptions and questions will be settled at this time. Procedures for contacting the investigator for a reasonable period of time following the conclusion of a study should be established and communicated to the participant in the event that questions or concerns about the participant’s role in the study arise.

9. The investigator has the responsibility of ensuring and maintaining participants’ confidentiality and/or anonymity. Participants must be assured that the information they provide to an investigator during the course of a study is
confidential or anonymous unless otherwise agreed upon in advance. All informed consent forms must be retained in a locked storage compartment separate from the study’s data in order to ensure confidentiality and anonymity. If others may have access to consent forms and data, participants must be informed that others indeed may gain access to this information. Moreover, in this case every effort must be exerted to maintain confidentiality, and these steps must be explained to participants as part of the informed consent procedure.

10. The University shall respect the right of students of conscientious refusal to participate in human experimentation. When a student expresses conscientious objections to engaging in a study or exercise that uses human participants, the student and the instructor will attempt to negotiate an alternative that is in the instructor's judgment an effective substitute.

11. Instructors shall make known in the syllabi any uses of human participants in a course, and students shall make known any reservations about participating in the use of such participants by the second class after receiving the syllabus in order to facilitate planning for alternatives.

12. Students and faculty unable to reach agreement on accommodation of conscientious refusal may file an appeal for mediation with the appropriate Academic Dean.

ELEMENTS OF INFORMED CONSENT

Researchers must obtain the informed consent of their participants, or the informed consent of parents or legal guardians for participants who are less than 18 years of age. The researcher should have two copies of the consent form signed by the participant who will keep one for future reference, if needed.

In the case of questionnaire research, it is generally not necessary to include an informed consent signature, as a return of the questionnaire implies consent by the participant.

The informed consent statement must include the following:

1. Statement of who is doing the study (class, research organization, researcher, etc.). (This should be the same as item 11 below.)
2. Statement of the purpose of the study.
3. Statement of the use that will be made of the data.
4. Accurate description of the methodology in lay language.
5. Statement indicating the length of time the participant will be involved.
6. Statement of risks/benefits, if any, to the participant.
7. Statement of anonymity and data confidentiality. If data is to be analyzed in aggregate, please so specify.
8. Statement that participant may withdraw from the study at any time without prejudice. For example: If extra credit is given, withdrawal will not penalize participant from receiving course credit.
9. Statement that participant may choose not to respond to any or all items of a questionnaire.
10. Statement offering to answer any questions the participant may have about the research before and after it is carried out.
11. Name, title, address, and phone number of principal researcher(s) and names of all collaborators, or if a class project, the name of the class.
12. Line for the signature of the participant (except in questionnaire/survey research).
   a. Statement that participants are 18 years of age or older
   or
   b. If participants are under 18 years old, separate statements of informed consent, appropriately worded for participants (i.e. children or adolescents) and their parents.

INSTITUTIONAL GUIDELINES FOR ANIMAL USE AND CARE

1. Animals shall be used only for the purpose of seeking potentially significant knowledge (in research) or for the purpose of significantly advancing students’ knowledge (in teaching). The potential benefits of the knowledge shall be weighed against the necessity of using animals to obtain it, the amount of suffering animals would experience, and the number of animals that would be used. The use of animals that is redundant or trivial is not an appropriate use of energy and resources will not be approved.
2. Care and use of animals shall be in accordance with the National Research Council’s Guide for the Care and Use of Laboratory Animals and The Biomedical Investigator’s Handbook, and the laws and regulations referenced within these publications. Laws and regulations notwithstanding, an animal’s immediate protection is the responsibility of the scientist. Investigators studying free-living animals should take precautions to minimize interference with individuals as well as the populations or ecosystems of which they are a part.
3. All procedures involving animals shall be closely supervised by a scientist trained in research methods, experienced in the care of laboratory animals, and dedicated to the welfare of the animals.
4. All experimental procedures (surgical and non-surgical) must be carried out in such a way as to minimize pain and distress to the animal. For example, appropriate anesthetics must be used to eliminate sensibility to pain during surgical procedures. Techniques to avoid infection and minimize pain must be followed during and after surgery. The postoperative care of animals shall be such as to minimize discomfort and pain, and in every case be at least equivalent to accepted practices in veterinary medicine.
5. If a study requires the death of an animal, the most rapid, painless, and humane method of euthanasia consistent with the study must be used.
6. When animals are used by students, it is the responsibility of instructors to ensure that all students under their supervision have received explicit instruction in experimental methods and in the care and handling of the species being used. Student work shall be under the direct supervision of an experienced teacher or investigator. Responsibilities and activities of students shall be consistent with their competencies and maturity. Instructors are ultimately responsible for the welfare of all animals used by their students.

7. Only animals that are lawfully acquired shall be used in laboratory research and teaching.

8. The University shall respect the right of students of conscientious refusal to participate in activities involving the use of animals. When a student expresses conscientious objections to engaging in a study or exercise that uses animals, the student and the instructor will attempt to negotiate an alternative that is in the instructor’s judgment an effective substitute.

9. Instructors shall make known in their syllabi any uses of animals in a course, and students shall make known any reservations about participating in the use of such animals by the second class after receiving the syllabus in order to facilitate planning for alternatives.

10. Students and faculty unable to reach agreement on accommodation of conscientious refusal may file an appeal for mediation with the appropriate Academic Dean.

Academic Fraud and Scientific Misconduct
See “Academic Fraud and Scientific Misconduct” section of this handbook.

Copyright Law Compliance – In progress.

Sale of Employee-Created Materials to University Students
Faculty and staff members often create materials in which they hold commercial interests and which might be used in courses or programs which the faculty or staff member is teaching or administering for the University. It is the policy of the University that faculty or staff members may require students to purchase materials in which the faculty or staff member holds a commercial interest for courses taught or programs administered by that faculty or staff member. In these situations, however, the faculty or staff member shall assign all income rights for all the materials sold to the University. Any income thus received shall be placed in a special fund which shall then be made available by application to faculty and staff members in order to promote research, publication, or other creative efforts.

Expense Reimbursement
External Relations

Controversial Issues or Speakers
California Lutheran University is committed to free and responsible inquiry and discussion. It believes that, together with many church-related and private institutions of higher learning, California Lutheran University offers an especially appropriate setting for this kind of intellectual activity. Because of its objective of serving the church through relating students' responsibility to the whole of God's universe, the University encourages intellectual inquiry within any and all areas of legitimate academic concern. These areas will include topics of potential controversy and involve controversy and controversial personnel.

Programs involving controversial issues or personnel may be presented under the auspices of the University itself or recognized organizations on the campus of California Lutheran University. However, such presentation does not imply approval or disapproval by the University or the sponsoring organization of the viewpoints expressed. The University simply believes that the venting and discussion of issues of this kind in an academic setting will, in the long run, have a salutary effect in that the intended focus is on the stimulation of the intellect rather than the incitement of the emotions. The University further believes that the best results can be obtained from programming if subjects of controversy are examined from more than one point of view during the academic year.

Solicitations

1. **Employees of the University**

   To minimize personal inconvenience and interference with orderly University operations, no employee will sell, solicit, or promote subscriptions, pledges, memberships, or other types of support for any drives, campaigns, causes, or organizations on institutional property during working time. Distribution or circulation of leaflets, pamphlets, circulars, cards, or other literature is not permitted during working time or in work areas, unless specifically authorized by the appropriate divisional vice president or that person’s representative.

2. **Commercial Solicitation**

   Commercial solicitation is not permitted on the campus of California Lutheran University in work areas or during work time. Exceptions to this policy are as follows:
   a. to meet with students with whom appointments have been made previously;
b. to discuss the policy on solicitation with University administrators;
c. to honor terms of various service contracts; or
d. to meet with various University officials regarding pertinent services and products appropriate to their functional areas.

Working areas are all areas of the campus except the cafeteria/coffee shop, parking areas, and designated employee lounges where employees are permitted to take their breaks and/or meals.

Working time does not include break periods, meal times, or any other specified periods during the work day when employees are not properly engaged in performing work tasks.

3. Gift Solicitation

To avoid the possibility of donors to California Lutheran University being approached by several persons, the general policy is that solicitation of gifts is the responsibility of the University Advancement Office and that direct approach to potential donors by members of the faculty and staff must be made with the knowledge of the University Advancement Office.

Only the Board of Regents is authorized to take final action in accepting gifts. The Administration may accept gifts of such types as have previously been authorized by the board.

Recognition and Honors
Granting recognition and honors to people outside the University community is a way for the institution to honor outstanding accomplishment. The California Lutheran University awards and honors program is designed to recognize extraordinary achievements and contributions distinguished by long-standing commitment to values consonant with the goals of California Lutheran University. No award will be made to a member of the Board of Regents or any person holding a paid position at the University.

1. Major Recognition and Honors
   a. Honorary Doctorate

   The Honorary Doctorate will be given to an individual for distinguished contribution to a field or profession. There will be three degrees granted.

   - Doctor of Humane Letters (L.H.D.) This will be granted for distinguished contributions in the arts, humanities or natural sciences.

   - Doctor of Laws (L.L.D.) This will be granted for distinguished civic contribution or contribution to a field or profession.
- Doctor of Divinity (D.D.) This will be granted for distinguished service to the church and or creative contribution to theology.

No more than five honorary degrees will be granted in one year and no more than three on any occasion. Service to California Lutheran University will be a desired attribute of the recipient.

b. **The Distinguished Service Award**

The Distinguished Service Award will be granted for exceptional service to the church, California Lutheran University, or society as a whole. Although no specific limit is set on the number of awards in a given year, this honor will be accorded sparingly.

c. **The Exemplar Medallion**

The Exemplar Medallion is awarded to individuals who are examples of excellence in service, and the recipients are held before the students of California Lutheran University as worthy models of a good and useful life. The recipients are named "Exemplars of the University" and their names are inscribed on a plaque that is the permanent roll of "Exemplars of the University."

d. **The Landry Medal**

The Landry Medal is awarded to individuals who are recognized as leaders in their chosen profession; have provided humane and moral leadership in the institution or organization or environment in which they work; have a national reputation; have made a clear identification with the Christian community; and are models for American youth.

2. **Procedures**

a. **Nomination and Selection**

i. **Honorary Doctorate**

The Honorary Degree Committee will receive personal nominations from the members of the faculty, the administration, the Convocation and the Board of Regents. Nominations will be accompanied by a letter of nomination and a vita and are normally due on October 15.

The Honorary Degree Committee will review nominations and recommend candidates to the faculty and to the Board of Regents. Only
nominations presented by the Honorary Degree Committee may be considered by the faculty or the board. The action of the faculty will be reported to the Board of Regents together with appropriate indication of faculty sentiment. The Honors Committee will present its final recommendations to the Board of Regents for action. Approval by the Board of Regents and the faculty is required for the degree to be awarded.

ii. **The Distinguished Service Award**

The Honorary Degree Committee will receive personal nominations from the members of the faculty, the administration, the Convocation, and the Board of Regents. Nominations will be accompanied by a letter of nomination and a *vita*, and are normally due on October 15.

The Honorary Degree Committee will review nominations and recommend candidates to the faculty and the board. Only nominations presented by the Honorary Degree Committee may be considered by the faculty or the board. The action of the faculty will be reported to the Board of Regents together with appropriate indication of faculty sentiment. The Honorary Degree Committee will present its final recommendations to the Board of Regents for action.

iii. **The Exemplar Medallion**

The Honorary Degree Committee will receive personal nominations from the members of the faculty, the administration, the Convocation and the Board of Regents. Nominations will be accompanied by a letter of nomination and a *vita*, and are normally due on October 15.

The Committee will review nominations and will recommend candidates to the faculty and to the Board of Regents. Only nominations presented by the Honorary Degree Committee may be considered by the faculty or the board. The action of the faculty will be reported to the Board of Regents together with appropriate indication of faculty sentiment. The Honorary Degree Committee will present its final recommendations to the Board of Regents for action.

iv. **The Landry Medal**

Nominations will be solicited directly by the President. The Honorary Degree Committee will review nominations and recommend candidates to the Board of Regents for action.
v. **All Other University Awards and Recognition**

The Honorary Degree Committee will review and approve guidelines and procedures for all other awards and recognitions. (Student honors and awards are not included.)

**Access to Donor Lists**

Access to address lists or donor lists is limited to administrative and faculty departments and student organizations and committees. Use of such lists must be approved by the Vice President for University Advancement. Requests will be completed in the order of submission.

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**Chapel and Convocation**

**Thursday Chapel Policy**

All faculty, staff, and students are encouraged to attend chapel each Thursday morning from 11:25 to 11:55 a.m. No classes, committee meetings, advisement sessions, music lessons, or tutoring sessions should be scheduled during this time. Offices will be closed to the public and students will not be required to work during this time. This is the one time each week when University members are invited to gather as a community and everyone should be free to attend.

**Convocations**

Academic Convocation, Founders Day Convocation, Honors Day Convocation, and other events so designated by the President of California Lutheran University are all University events. All faculty, staff and students are expected to be free to attend these events. No classes, committee meetings, or other events are to be scheduled during these times. Offices will be closed during these University events and students will not be required to work during this time.

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**Policy of Academic Honesty**

The educational programs of California Lutheran University are designed and dedicated to achieve academic excellence, honesty and integrity at every level of student life. Part of CLU’s dedication to academic excellence is our commitment to academic honesty. Students, faculty, staff, and administration share the responsibility for maintaining high levels of scholarship on campus. Any behavior or act which might be defined as “deceitful” or “dishonest” will meet with appropriate disciplinary sanctions, including a grade of “F” in a course, suspension, or dismissal from the University.
Definition of Academic Dishonesty

A general definition of academic dishonesty is “any behavior or act that implies an intent to make someone believe what is not true, as by giving a false appearance.” Since intellectual honesty is central to the academic enterprise, students and faculty must accept and respect the principle of acknowledging information, ideas and language that have been borrowed from someone else. Plagiarism (any failure to document sources), cheating, unethical computer use, and facilitation of academic dishonesty are examples of behavior which will result in strict disciplinary sanctions.

Plagiarism

Plagiarism occurs whenever a source of any kind has not been acknowledged. Every student must understand the correct procedures for acknowledging and identifying sources of borrowed material. The basic rule is this: Give credit where credit is due. In other words, if you include any material which is beyond your firsthand experience, and which is not common knowledge of scholars in your field, you must cite your source in a way that your reader can:

1. find the source from the information in your reference and
2. immediately determine which information is your source’s contribution to scholarship and which is yours.

Specifically:

1. If you quote directly, even if you use no more than a word or phrase, you must place quotation marks around the quoted material.
2. If you paraphrase (rephrase in your own words), you must still cite your source, including a full documentation of reference; the best procedure is to acknowledge that you are paraphrasing.
3. If you present material that may be common knowledge, but your arrangement or discussion of that material is borrowed, you must cite that source in a reference.
4. If you have any questions about proper ways of documenting sources in footnotes or bibliography, consult the department in which the course is taught. Departmental assistants, the Learning Resource Center, and the Writing Center are prepared to assist students in proper documentation forms.

Cheating

Cheating covers a wide range of academically dishonest behaviors. It includes, but is not limited to, turning in someone else’s work as your own, giving another student your work to pass off as their own, copying another student’s answers in an exam setting, distributing material unauthorized by the course instructor about any exam or assignment, and fabricating or falsifying information in order to complete an academic exercise or laboratory experiment.

Unethical Computer Use

Unethical computer use includes use of computer software (programs, documentation, databases) in violation of copyright law. It also includes unauthorized use of computer software or
hardware, such as use for private business, breaking access codes, and pranks resulting in damage to software or hardware, breach of privacy or confidentiality, or violation of copyrights.

Facilitating Academic Dishonesty
Facilitating academic dishonesty includes intentionally helping students commit acts of academic dishonesty. As part of a community engaged in the academic enterprise of searching for truth, students and faculty are expected to report incidents of academic dishonesty to the Vice President for Academic Affairs.

Procedure for Disciplining Student Dishonesty
Whenever a member of the faculty or other university official has reason to believe that a student has committed a breach of academic honesty, the faculty member or official will confront the student, allowing the student an opportunity to advocate for themself. If, in the opinion of the faculty member, a breach of academic honesty as defined above has clearly occurred, the faculty member or official must file a Report of Academic Dishonesty form with the Vice President for Academic Affairs. The form will be placed on file. This procedure should be completed as soon as is reasonably possible.

First Offense. If the Vice President for Academic Affairs determines this is a first offense, the disciplinary action will be handled by the professor. Possible sanctions may include an “F” on the assignment with no possibility of repeat, or an “F” in the course.

Second Offense. If the Vice President for Academic Affairs determines this is a second offense, in addition to the sanctions imposed by the professor, the Vice President for Academic Affairs may choose to impose additional sanctions, such as academic probation or suspension from school.

Third Offense. A third report of academic dishonesty will automatically result in the student’s suspension or dismissal from the University.

Appeals. An allegation of cheating or an imposed sanction may be appealed to the Vice President for Academic Affairs, who will then constitute a special evaluation committee using the same procedures identified for grade challenges. Such a committee will be composed of three faculty: one appointed by the dean of the school/college, one appointed by the chair of the Faculty Affairs Committee, and the third appointed by the Dean of Student Affairs. The committee will choose its own chair. The committee will solicit written statements from all concerned parties and evaluate all available evidence. The committee will report its recommendation to the Vice President for Academic Affairs, whose decision is final.

Governance Structures
The organizational chart can be found on the university’s factbook web page.