Faculty Contracts

Types of Contracts

1) **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.

2) **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 nonreappointment as provided for in Section Two. 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.

3) **Continuous (Tenured)**

Continuous contracts at California Lutheran University are given to ranked faculty members who have attained tenured status as provided for in Section Two.VII. 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 Section Two of this handbook.

4) **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.

5) **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.

6) **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, he or she 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.

7) **Outside Employment and/or Professional Activity**

The primary responsibility of a faculty member is to devote his or her 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.

a) **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.

b) **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.

c) **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 his or her 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.

d) **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 the Vice President for Academic Affairs. The vice president will meet with the faculty member to resolve the issue.