

SCRIPPS COLLEGE FACULTY
HANDBOOK

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SCRIPPS COLLEGE

1.0 INTRODUCTION

These faculty regulations are derived from legislation by the faculty and the Faculty Executive Committee, the By-Laws of Scripps College, and policies which, in collaboration with the other Claremont Colleges, have been agreed to by the Council of The Claremont Colleges. The regulations and procedures in this handbook are set forth for the information and guidance of all faculty members at Scripps College.

The faculty, through the Faculty Executive Committee and the Appointments, Promotions and Tenure Committee, shall be the principal body responsible for the Faculty Regulations. Additions or changes in them may also originate from other bodies within the college or intercollegiate community such as the President's office, the Council of The Claremont Colleges, or the Board of Trustees of Scripps College. Changes or additions must be enacted by the faculty.

Any faculty member who has suggestions for revision of the Faculty Regulations should submit them to the Dean of the Faculty or to the Faculty Executive Committee.

SCRIPPS COLLEGE

1.1 SCRIPPS COLLEGE BOARD OF TRUSTEES 2015-16

Mark R. Herron, Chair
Fran Norris Scoble, Co-Vice Chair
Elizabeth Weinberg Smith '74, Co-Vice Chair

Kendra Armer '93
Lori Bettison-Varga
Barbara Franks Bice
Joanne Blauer '72
Bob Breech
Lynne Oshita Brickner '74
Ellen Clark Brown
Barbara Bruner '76
Chalan Colby '61
Deborah David '72
Libby Greig DeMeo '95
Devanie Candelaria Dóñez '94
Roger Engemann
Mark R. Herron, Chair
Laura Vausbinder Hockett '85
Donald P. Johnson
Emily Jovais '13
Gabrielle Jungels-Winkler '72
Nancy Katayama '77
Joanne Glass Keith '63
David A. Lahar
Suzanne Ely Muchnic '62
Elizabeth Malott Pohle
Hugh J. Ralston
Carolyn Revelle
Kalpana Rhodes '94
Madeline Ruvolo '14
Robert A. Sacks P'14
Cheryl Scheidemantle P'17
David Scheidemantle P'17
Francille Norris Scoble, Co-Vice Chair
Tori Sepand '15
Elizabeth Weinberg Smith '74, Co-Vice Chair
Jean Bixby Smith '59
Linda Davis Taylor P'11
Lynne Thompson '72
Roxanne M. Wilson '76
Linden Wise P'18
Bonnie Wozencroft P'16

EMERITI MEMBERS

Bradford Blaine
Audrey Steele Burnand '44
Victoria Seaver Dean
Martha Wehmeier Hammer '66
Gloria Holden
Nancy Glanville Jewell '49
Steven S. Koblik
Ruth Markowitz Owades '66
Stephanie Rasines '71
Phillip V. Swan
Alyce de Roulet Williamson '52

OFFICERS OF THE CORPORATION

Mark R. Herron, Chair
Fran Norris Scoble, Co-Vice Chair
Elizabeth Weinberg Smith '74, Co-Vice Chair
Lori Bettison-Varga, President
Amy Marcus-Newhall, Interim President-Elect
Denise Nelson Nash, Vice President/Board Secretary
Julia Liss, Interim Vice President for Academic Affairs/Dean of Faculty
Dean Calvo, Vice President for Business Affairs/Treasurer

COMMITTEES OF THE BOARD OF TRUSTEES*

Audit Committee
Buildings and Grounds Committee
Compensation Committee
Educational Policy Committee
Executive Committee
Finance Committee
Institutional Advancement Committee
Investment Committee
Nominations and Governance Committee
Student Affairs Committee

*Information on committee membership is available in the Office of the Board of Trustees, Balch 126

SCRIPPS COLLEGE

1.2 AMENDED AND RESTATED BY-LAWS
OF SCRIPPS COLLEGE

A NONPROFIT CORPORATION
ORGANIZED AS A NONPROFIT PUBLIC BENEFIT CORPORATION UNDER THE
CALIFORNIA NONPROFIT CORPORATION LAW

ARTICLE I.
OFFICE

Section 1. PRINCIPAL OFFICE.

The principal office for the transaction of the business of Scripps College (the “Corporation” or the “College”) is hereby fixed and located at Scripps College, in the City of Claremont, County of Los Angeles, State of California. The Board of Trustees is hereby granted full power and authority to change the principal office from such location to another within Los Angeles County.

Section 2. OTHER OFFICES.

The Board of Trustees may at any time establish offices of the Corporation at such other places where the Corporation is qualified to do business.

ARTICLE II.
MEMBERS

Section 1. MEMBERS.

The Corporation shall have no “Members” within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law (“Nonprofit Public Benefit Law”). Any action which would otherwise require approval by a majority of all Members or approval by the Members shall require only approval of the Board of Trustees. All rights which would otherwise vest in the Members shall vest in the Trustees of the Corporation.

ARTICLE III. BOARD OF TRUSTEES

Section 1. POWERS.

Subject to these Bylaws and any limitations in the Articles of Incorporation or applicable law, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Trustees. In particular, but not by way of limitation, the Board of Trustees shall have power to enter

into cooperative relationships with other educational institutions and to promote such affiliations as may further their common interests.

The Board of Trustees may delegate the management of the activities of the Corporation to any person or persons, management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Trustees.

Section 2. NUMBER OF TRUSTEES.

The Board of Trustees of the Corporation shall be composed of three classes of Trustees, namely, Regular Trustees, Alumnae Trustees and Recent Graduate Trustees. The authorized number of Trustees shall be no fewer than twenty-six (26) and no more than thirty-six (36) Regular Trustees, excluding all *ex officio* members of the Board of Trustees, two (2) Alumnae Trustees, and three (3) Recent Graduate Trustees. The Board of Trustees shall, from time to time, fix by resolution the exact number of authorized Regular Trustees, subject to the limits specified in the preceding sentence. Any increase or decrease in the exact number of authorized Regular Trustees shall be effected by a majority vote of Trustees present and voting at any duly called and held meeting of the Board of Trustees, provided that a quorum is present. No reduction in the authorized number of Regular Trustees pursuant to this Section 2 or by amendment of these Bylaws shall effect a removal of any Trustee prior to the expiration of such Trustee's term of office, unless such reduction also provides for the removal of one or more specified Trustees pursuant to Section 4 of this Article III.

The President of Scripps College, the President of the Corporation's Alumnae Association, and the Chair of the Scripps Association of Families shall each be classified as Regular Trustees and shall serve as *ex officio* members of the Board of Trustees, each having one vote. The Recent Graduate Trustee-Elect, as more fully described in Section 16 of this Article III, shall be a non-voting member of the Board of Trustees.

Section 3. ELECTION AND TERM OF OFFICE.

By a majority vote of Trustees present and voting at any duly called and held meeting of the Board of Trustees, provided that a quorum is present, the Board of Trustees may elect new Trustees to serve on the Board of Trustees. The Board of Trustees, or any committee of the Board of Trustees so authorized, shall administer and oversee such election of new Trustees to the Board of Trustees.

Regular Trustees of the Corporation shall serve an initial term of three (3) years and shall hold office until the expiration of the term for which elected and until a successor has been duly elected and qualified. Regular Trustees of the Corporation may serve any number of consecutive three (3) year terms. The Board of Trustees shall classify Regular Trustees such that their terms are staggered, with the intention that only one-third (1/3) of the Regular Trustees shall be elected each fiscal year. [By resolution of the Board of Trustees effective March 9, 2014, the following age limit provision has been temporarily repealed

until the sooner of June 30, 2015, or the completion and approval by the full Board of a Board Development Strategic Plan: No person who has attained the age of seventy-five (75) shall be eligible for election or re-election as a Trustee of the Corporation.]

Notwithstanding any other provision of this Section 3: (i) the term of any Regular Trustee who is an *ex officio* member of the Board of Trustees by virtue of his or her position shall not be limited and any such Trustee shall serve on the Board of Trustees until his or her tenure in such position is completed, and (ii) the Chair of the Board shall serve an initial term of five (5) years, subject to annual extensions thereafter at the discretion of the Board of Trustees.

The election and term of office for Alumnae Trustees and Recent Graduate Trustees shall be governed by the provisions of Section 15 and Section 16 of this Article III, respectively.

*(*The Board voted on December 8, 2012 to reduce the Chair term to four years effective July 1, 2014.)*

Section 4. REMOVAL.

A two-thirds (2/3^{ds}) vote of Trustees then in office may remove any Trustee, at any time, with or without cause.

Section 5. RESIGNATION.

Any Trustee may resign effective upon giving written notice to the Chair of the Board, the Vice-Chair(s) of the Board, the President of Scripps College, the Secretary of the Board, or the Board of Trustees, unless such notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected or approved before such time, to take office when the resignation becomes effective. Notwithstanding the foregoing, no Trustee may resign if the Corporation would then be left without a duly elected Trustee or Trustees in charge of its affairs, except upon notice to the Attorney General of the State of California.

Section 6. VACANCIES.

Vacancies on the Board of Trustees shall exist: (i) on the death, resignation or removal of any Trustee, (ii) whenever the authorized number of Regular Trustees is increased consistent with Section 2 of this Article III, or (iii) on the failure to elect or approve at any time the full authorized number of Trustees.

Regular Trustee vacancies on the Board of Trustees may be filled by a majority vote of Trustees present and voting at a duly called and held meeting of the Board of Trustees, provided that a quorum is present. If the number of Trustees then in office is less than a quorum, Regular Trustee vacancies on the Board of Trustees may be filled by either: (i) the unanimous written consent of the Trustees then in office, (ii) the affirmative vote of a majority of the Trustees then in office at a meeting held pursuant to notice or waivers of notice complying with Section 10 and Section 11 of this Article III, or (iii) a sole remaining Trustee. Alumnae Trustee and Recent Graduate Trustee vacancies shall be governed by the provisions of Section 15 and Section 16 of this Article III, respectively.

A person elected to fill any vacancy as provided by this Section 6 shall hold office until the expiration of the term for which elected and until a successor has been duly elected and qualified, unless such Trustee has been removed from office pursuant to Section 4 of this Article III.

Section 7. COMPENSATION OF TRUSTEES.

Trustees of the Corporation shall serve in their capacity as Trustees without compensation. The payment of per diem mileage or other reimbursement expenses incurred in attending meetings or otherwise in the execution of the duties of a Trustee shall not constitute compensation.

Section 8. REGULAR MEETINGS.

There shall be at least four (4) regular meetings of the Board of Trustees each fiscal year, with the exact time and place of such meetings to be designated by the Chair of the Board and specified in the notice of the meeting, in accordance with the provisions of Section 10 of this Article III. The annual meeting of the Board of Trustees shall be the final meeting of the fiscal year. Pursuant to Section 5211(c) of the Nonprofit Public Benefit Law, no Trustee may vote at any meeting of the Board of Trustees by proxy.

Section 9. SPECIAL MEETINGS.

Special meetings of the Board of Trustees may be called at any time by the Chair of the Board or the President of Scripps College, and shall be called at the request of any five (5) Trustees. Special meetings of the Board of Trustees shall be noticed in accordance with the provisions of Section 10 of this Article III.

Section 10. NOTICE OF MEETINGS.

Meetings of the Board of Trustees shall be held upon five (5) calendar days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone, electronic mail, or facsimile to each Trustee by the Secretary of the Board. If sent by mail, facsimile or electronic mail, the notice shall be deemed to be delivered on its deposit in the mails or transmission via facsimile or electronic mail. Such notices shall be addressed to each Trustee at his or her address as shown on the books of the Corporation. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place of the adjourned meeting are held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Trustees absent from the original meetings if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

Each notice shall specify the place, day and hour of the meeting, and include a general description of the business intended to be transacted at such meeting, but any matter properly brought before the Board of Trustees may be presented for Board action at any regular or special meeting of the Board of Trustees. The notice of any meeting at which Trustees are to be selected or approved shall include the names of all those who are nominees at the time notice is given to the Trustees.

Section 11. WAIVER OF NOTICE AND CONSENT TO HOLD MEETING.

The transaction of any meeting of the Board of Trustees, however called and noticed or wherever held, are valid as though the meeting had been duly held after proper call and notice, provided that:

- (i) A quorum, established pursuant to these Bylaws, is present;
- (ii) Either before or after the meeting each Trustee not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof; and
- (iii) Each Trustee present and required for such quorum who did not receive notice attends such meeting without protesting the lack of such notice, either prior thereto or at its commencement.

The Secretary of the Board shall cause all such waivers, consents or approvals to be filed with the corporate records or made a part of the minutes of the meeting.

Section 12. QUORUM.

The majority of Trustees then in office shall constitute a quorum at any meeting of the Board of Trustees. Every act or decision done or made by a majority of the Trustees present and voting at a meeting duly called and held at which a quorum is present shall be regarded as the act of the Board of Trustees, unless a greater number be required by these Bylaws, the Articles of Incorporation or applicable law.

Except as otherwise provided in these Bylaws, in the Articles of Incorporation or by applicable law, no business shall be considered by the Board of Trustees at any meeting at which a quorum is not present, and the only motion which the chair of such a meeting shall entertain is a motion to adjourn. However, a majority of the Trustees present at such a meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board of Trustees.

The Trustees present at a duly called and held meeting of the Board of Trustees at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Trustees from the meeting, provided that any action taken is approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by these Bylaws, the Articles of Incorporation or applicable law.

The Recent Graduate Trustee-Elect may not be counted for purposes of determining the presence of a quorum at a meeting of the Board of Trustees. However, pursuant to Section 5233 of the Nonprofit Public Benefit Law, interested Trustees may be counted in determining the presence of a quorum at a meeting of the Board of Trustees which authorizes, approves or ratifies a self-dealing transaction.

Section 13. TELECONFERENCE AND ELECTRONIC MEETINGS.

Trustees may participate in a meeting through the use of conference telephone, electronic video screen communication or electronic transmission by and to the Corporation in

accordance with Sections 20 and 21 of the California Corporations Code. Participation in a meeting through the use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all Trustees participating in the meeting are able to hear one another. Participation in a meeting through the use of electronic transmission by and to the Corporation, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting if all of the following apply:

(i) Each Trustee participating in the meeting can communicate with all of the other Trustees concurrently;

(ii) Each Trustee is provided the means of participating in all matters before the Board of Trustees, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation; and

(iii) The Corporation adopts and implements some means of verifying both of the following:

(a) A person participating in the meeting is a Trustee or other person entitled to participate in the meeting; and

(b) All actions of, or votes by, the Board of Trustees are taken or cast only by the Trustees and not by persons who are not Trustees.

For purposes of this Section 13, “electronic transmission *by the Corporation*” means a communication (a) delivered by (1) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that Trustee on record with the Corporation, (2) posting on an electronic message board or network which the Corporation has designated for those communications, together with a separate notice to the Trustee of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof, or (3) other means of electronic communication, (b) to a Trustee who has provided an unrevoked consent to the use of those means of transmission for communications, and (c) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

For purposes of this Section 13, “electronic transmission *to the Corporation*” means a communication (a) delivered by (1) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, which the Corporation has provided from time to time to Trustees for sending communications to the Corporation, (2) posting on an electronic message board or network which the Corporation has designated for those communications, and which transmission shall be validly delivered upon the posting, or (3) other means of electronic communication, (b) as to which the Corporation has placed in effect reasonable measures to verify that the sender is the Trustee (in person or by proxy) purporting to send the transmission, and (c) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

Section 14. ACTION BY UNANIMOUS WRITTEN CONSENT.

Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting, if all members of the Board of Trustees shall individually or collectively consent in writing to such action. Such written consent or consents shall consist of the individual signatures of all Trustees attached to a written consent setting forth in writing the resolutions approved by such written consent and shall be filed with the minutes of the proceedings of the Board of Trustees. Such action by written consent shall have the same force and effect as the unanimous vote of the Trustees. Any certificate or other document filed under any provision of law which relates to an action so taken shall state that the action was taken by unanimous written consent of the Board of Trustees without a meeting and that these Bylaws authorize the Trustees to so act. Such statement shall be prima facie evidence of such authority.

For purposes of this Section 14, "all members of the Board of Trustees" does not include an "interested director" as defined in Section 5233 of the Nonprofit Public Benefit Law. Any certificate or other document filed under any provision of law which relates to an action taken without a meeting shall state that the action was taken by unanimous written consent of the Board of Trustees, excluding the consent or consents of any and all "interested directors."

Section 15. ALUMNAE TRUSTEES.

Pursuant to Section 2 of this Article III, the Board of Trustees shall include two (2) Alumnae Trustees each serving a term of three (3) years renewable only once after the completion of her initial three (3) year term. The alumnae of the College, acting by and through the Scripps College Alumnae Association, may nominate every three (3) years, or when necessary to fill a vacancy of an Alumnae Trustee on the Board of Trustees, one of their members, and the Board of Trustees may elect that nominee as an Alumnae Trustee.

Section 16. RECENT GRADUATE TRUSTEES.

Pursuant to Section 2 of this Article III, the Board of Trustees shall include three (3) Recent Graduate Trustees, each serving one (1) non-renewable term of three (3) years on the Board of Trustees. Each year the graduating senior class of the College shall nominate one (1) member of the senior class to serve as the Recent Graduate Trustee, commencing upon the student's graduation from the College. Upon such nomination, the Trustees may elect the nominee as a Recent Graduate Trustee. The approved Recent Graduate Trustee shall serve her first year on the Board of Trustees as a non-voting "Recent Graduate Trustee-Elect" and the subsequent two (2) years as a full voting "Recent Graduate Trustee" holding one vote on the full Board of Trustees and any other committees of the Board of Trustees on which she may serve.

In the event any Recent Graduate Trustee, by reason of resignation, death, or otherwise, fails to complete her term as a Recent Graduate Trustee, the Recent Graduate Trustee-Elect shall automatically fill such vacancy. The Recent Graduate Trustee-Elect shall hold the office of Recent Graduate Trustee for remainder of such term, as well as the full term

for which she was elected, unless such Trustee has been removed from office pursuant to Section 4 of this Article III. The filling of any vacancy by the Recent Graduate Trustee-Elect shall not effect a removal of the Recent Graduate Trustee-Elect prior to the expiration of his or her three (3) year term on the Board of Trustees.

Section 17. TRUSTEE EMERITI.

[By resolution of the Board of Trustees effective March 9, 2014, the following age limit provision has been temporarily repeated until the sooner of June 30, 2015, or the completion and approval by the full Board of a Board Development Strategic Plan: A Regular Trustee shall become a Trustee Emeriti(us) at the end of the fiscal year in which he or she attains age seventy-five (75).] Trustee Emeriti(us) status may also be conferred upon any prior or current Trustee, regardless of age, upon the recommendation of the Nominations and Governance Committee to the Board of Trustees and approval by the Board of Trustees. The Corporation enthusiastically welcomes the involvement of Trustee Emeriti(us) in the activities of the Corporation. Trustee Emeriti(us) are encouraged to be active participants in governance of the Corporation by attending meetings of the Board of Trustees and by serving on committees of the Board of Trustees.

Trustee Emeriti(us) shall receive notice of and be permitted to attend all meetings of the Board of Trustees and all functions of the Board of Trustees, but shall not be deemed to be Trustees pursuant to Section 5047 of the California Nonprofit Corporation Law and therefore shall not have voting power or be counted for quorum purposes. Trustee Emeriti(us) may not serve as committee chairs, but shall have full voting power on the committee level, provided that the Trustee Emeriti(us) shall not serve on the Executive Committee of the Board of Trustees. There shall be no limit to the number of Trustee Emeriti(us).

Section 18. NON-LIABILITY OF TRUSTEES.

Trustees and Trustee Emeriti(us) shall not be personally liable for the debts, liabilities or other obligations of the Corporation.

The personal liability (including personal liability to a third party for monetary damages) of any Trustee or Trustee Emeriti(us) for such person's acts or omissions occurring within the scope of the performance of such person's duties as such shall be limited to the fullest extent permitted by law (including Section 5047.5 of the California Nonprofit Corporation Law or Section 5239 of the Nonprofit Public Benefit Law, as applicable). Such persons shall also have a right to indemnification by the Corporation as and to the extent set forth in Article XII hereof.

ARTICLE IV. COMMITTEES

Section 1. STANDING COMMITTEES OF THE BOARD OF TRUSTEES.

There shall be the following Standing Committees of the Board of Trustees, the respective powers and duties of which are more fully described in this Article IV:

- Audit Committee

- Buildings and Grounds Committee
- Compensation Committee
- Educational Policy Committee
- Executive Committee
- Finance Committee
- Investment Committee
- Institutional Advancement Committee
- Nominations and Governance Committee
- Student Affairs Committee

With the exception of the Executive Committee, each of the Standing Committees of the Board of Trustees shall not exercise the full power and authority of the Board of Trustees. The President of Scripps College shall be a voting member of all Standing Committees of the Board of Trustees, with the exception of the Audit Committee.

Section 2. ADDITIONAL COMMITTEES OF THE BOARD OF TRUSTEES.

The Board of Trustees may, by a majority vote of Trustees then in office, provided that a quorum is present, create additional committees of the Board of Trustees that may exercise the power and authority of the Board of Trustees. Each such committee shall serve at the pleasure of the Board of Trustees. The Board of Trustees may delegate to each committee established pursuant to this Section 2 any of the powers and authority of the Board of Trustees in the management of the business and affairs of the Corporation, except with respect to:

- (i) The approval of any action which requires the approval of the members or approval of the majority of the members, regardless of whether the corporation has members.
- (ii) The filling of vacancies on the Board of Trustees or in any committee which has the authority of the Board of Trustees;
- (iii) The fixing of compensation of the Trustees for serving on the Board of Trustees or on any committee;
- (iv) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (v) The amendment or repeal of any resolution of the Board of Trustees which by its express terms is not so amendable or repealable;

(vi) The appointment of committees of the Board of Trustees or the members thereof;

(vii) The expenditure of corporate funds to support a nominee for Trustee after there are more people nominated for Trustee than can be elected; and

(viii) The approval of any self-dealing transaction, as defined by the Nonprofit Public Benefit Law.

Section 3. QUALIFICATION AND APPOINTMENT TO THE EXECUTIVE COMMITTEE AND ADDITIONAL COMMITTEES OF THE BOARD.

The Executive Committee and those committees of the Board of Trustees created pursuant to Section 2 of this Article IV shall each be comprised of only Trustee members. The Chair of the Board shall be a voting member of each such committee of the Board of Trustees and shall annually appoint the chair of each such committee of the Board of Trustees.

Based upon the recommendation of the Chair of the Board, the Board of Trustees shall appoint its members to serve on each committee of the Board of Trustees exercising the power and authority of the same. Such Trustee members shall be appointed by a majority vote of Trustees present and voting at a duly called and held meeting of the Board of Trustees, provided that a quorum is present. Each such committee shall consist of at least two (2) Trustees and shall perform such duties and responsibilities as the Board of Trustees may prescribe from time to time. Members of each committee of the Board of Trustees shall serve until their resignation, removal, or other disqualification from service, or until their respective successors' term commences, whichever occurs first.

Section 4. QUALIFICATION AND APPOINTMENT TO STANDING COMMITTEES AND OTHER COMMITTEES OF THE BOARD OF TRUSTEES.

In addition to the Standing Committees of the Board of Trustees, excluding the Executive Committee, the Corporation may have other committees of the Board of Trustees that are not delegated the full power and authority of the Board of Trustees. Each such committee shall be comprised of Trustee members and non-Trustee members, including Trustee Emeriti(us). The Board of Trustees shall appoint all Trustee members to serve on each such committee and each such Trustee member shall serve a one (1) year renewable term.

Non-Trustee members of each Standing Committee or other committee of the Board of Trustees shall have the same right to attend, speak, and vote at committee meetings as the Trustee members of such committees. The Chair of the Board shall appoint the non-Trustee members to serve on such committees, upon the recommendation of the chair of the Nominations and Governance Committee and with the approval of the chair of each such committee. All non-Trustee members of the Standing Committees and

other committees of the Board of Trustees, including Trustee Emeriti(us), shall serve two (2) year renewable terms.

Two (2) faculty members and two (2) student members shall be selected by their respective constituent groups to serve as members of the Finance Committee, the Buildings and Grounds Committee, the Educational Policy Committee, the Institutional Advancement Committee, and the Student Affairs Committee. In addition, up to two (2) non-Trustees may be appointed to the Buildings and Grounds Committee, the Educational Policy Committee, the Finance Committee, the Institutional Advancement Committee, and the Student Affairs Committees, and up to four (4) non-Trustees may be appointed to the Investment Committee. Non-Trustee members of each such committee shall not comprise greater than one-half (1/2) of any committee membership.

Section 5. COMMITTEE MEETINGS AND NOTICE OF MEETINGS.

Meetings of all Standing Committees, additional committees, and all other committees of the Board of Trustees may be called by the chair of each such committee or by the Board of Trustees. With the exception of the Audit Committee, each committee under this Article IV shall meet at least quarterly each fiscal year. All such committees shall keep minutes of their meetings and keep the Board of Trustees advised of their activities.

Regular meetings of all committees may be held without notice if the time and place of such meetings are fixed by resolution of the Board of Trustees or such committee. Notice of such regular meetings, if not fixed by resolution, and special meetings for any such committees shall be given in accordance with the notice provisions for meetings set forth in Section 10 of Article III.

Section 6. QUORUM.

With respect to all Standing Committees, additional committees, and all other committees of the Board of Trustees, one-third (1/3rd) of the members of each such committee shall constitute a quorum.

Section 7. EXECUTIVE COMMITTEE.

The Executive Committee shall be composed of the Chair of the Board, the Vice- Chair(s) of the Corporation, the President of Scripps College, the chairs of each committee of the Board of Trustees established pursuant to Section 2 of this Article IV, and such other Trustees appointed pursuant to Section 3 of this Article IV. The Executive Committee shall have, and may execute, to the fullest extent permissible by law, all of the power and authority of the Board of Trustees when the Board of Trustees is not in session, except such powers as listed in Section 2 of this Article IV and the following:

- (i) The Executive Committee shall not amend resolutions of the Board of Trustees;

(ii) The Executive Committee shall not enter into contracts for the purchase or sale of real property that is a part of the College's campus or which has been designated by the Board of Trustees for future campus use; or

(iii) The Executive Committee shall not discharge officers of the College, faculty, or administration nor make appointments to the faculty for periods exceeding two (2) years.

The Executive Committee shall have oversight for all matters related to admission/financial aid/enrollment management, non-academic personnel and, in consultation with the Audit Committee, monitoring compliance with the local, state and federal mandates that are applicable to the Corporation. The Executive Committee shall, in consultation with the Buildings and Grounds Committee, the Finance Committee and the Institutional Advancement Committee, approve all expenditures relating to facilities construction and renovation projects; provided that the proposed expenditures have been included in a project or capital budget that has been previously approved by the Board of Trustees. If a construction project requires the Corporation to incur debt, the Executive Committee shall seek final approval of construction costs and related funding from the Board of Trustees. Because of the confidential nature of Executive Committee discussions, all Executive Committee meetings shall be limited to Executive Committee members only, and such support staff and invitees as determined by the Executive Committee.

Section 8. AUDIT COMMITTEE.

The Audit Committee shall oversee the financial reporting structure of the Corporation to assure the Board of Trustees that the reporting structure and the financial controls of the Corporation are adequate and responsive. The Audit Committee shall select and engage independent accountants. To the extent that the Corporation participates in the Claremont University Consortium's consortial comptroller's office, the Audit Committee shall select independent accountants through the appointment of an Audit Committee member to serve as the Corporation's representative to the Audit Steering Committee of the Claremont University Consortium. If the Audit Steering Committee of the Claremont University Consortium fails to select independent accountants for any reason, then the Audit Committee shall select independent accountants upon the consent and approval of the Board of Trustees. The engagement of independent accountants shall be authorized in writing by the Audit Committee.

The Audit Committee shall meet at least twice (2) annually with the independent accountants to discuss the financial condition of the Corporation, as reflected in the Corporation's financial statements, other reports prepared at the request of the Audit Committee, management letters, and the scope of their engagement. The Audit Committee shall meet periodically in executive session with the independent accountants. The Audit Committee shall also:

(i) pursue investigations of issues that come to its attention and may engage other parties to assist and to advise it in such matters;

- (ii) oversee risk management and emergency preparedness plans;
- (iii) maintain a list of key governance documents;
- (iv) review filings and reports in advance of filing with the Internal Revenue Service and other federal and state agencies, in concert with the Nominations and Governance Committee;
- (v) identify and monitor disclosures of conflicts of interest between and among Trustees, the officers of the College, and key employees; and
- (vi) in concert with the Executive Committee, monitoring compliance with the local, state and federal mandates that are applicable to the Corporation.

The Audit Committee shall promptly report to, and if necessary, seek approval of the Board of Trustees or the Executive Committee regarding all of the above matters. To ensure the independence of the Audit Committee, less than one-half (1/2) of the membership of the Audit Committee shall be eligible to serve as members of the Finance Committee. Audit Committee membership shall not include the President of Scripps College, the Vice President for Business Affairs/Treasurer, or other members of the Corporation staff and of the Claremont University Consortium, and they shall be excused from executive sessions. The chair of the Audit Committee shall not serve as a member of the Finance Committee.

Any action or recommendation of the Audit Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 9. NOMINATIONS AND GOVERNANCE COMMITTEE.

The Nominations and Governance Committee shall be charged with the following duties: (i) to help the Board of Trustees determine its composition in terms of talents, influence, and diversity; (ii) to bring to the Board of Trustees able, dedicated Trustees by maintaining a viable list of candidates and by cultivating top prospects; (iii) to ensure the on-going effectiveness and retention of Trustees through programs and strategies to develop their skills and their understanding of their roles and responsibilities as Board of Trustees members; (iv) to identify, cultivate and develop future Board of Trustees leadership; (v) to discuss with current Trustees, at the time of possible re-election, their continuing level of interest in and areas of desired service to the Board of Trustees; and (vi) to monitor the composition of the Board of Trustees in terms of members' professional skills, ethnic diversity, gender, age, and geographical distribution, and other characteristics that the Board of Trustees may identify. The governance responsibilities of the Nominations and Governance Committee shall include monitoring, in consultation with the Chair of the Board, the ongoing structure and functioning of the Board of Trustees and its committees and the maintenance of the Bylaws of the Corporation. Because of the confidential nature of Nominations and Governance Committee's discussions, the Nominations and Governance Committee meetings are

limited to Nominations and Governance Committee members, and such support staff, and invitees as determined by the Nominations and Governance Committee.

Any action or recommendation of the Nominations and Governance Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 10. COMPENSATION COMMITTEE.

The Compensation Committee shall be composed of the Chair of the Board, the Vice-Chair(s) of the Board, the immediate past Chair of the Board, the chair of the Audit Committee, the chair of the Finance Committee, and such other members as may be designated pursuant to Section 4 of this Article IV.

The Compensation Committee shall assist the Board of Trustees in determining just and reasonable compensation for the President of Scripps College [and the Vice President for Business Affairs/Treasurer](#), and [shall](#) advise the President of Scripps College regarding appropriate compensation structures for other officers of the College and key employees (and all other individuals who are in a position to exercise substantial influence over the affairs of the Corporation or otherwise meet the requirements of a disqualified person). The Compensation Committee shall be responsible for conducting, on an annual or more frequent basis, [review of the Corporation's executive compensation](#). In addition, the responsibilities of the Compensation Committee shall include coordinating the annual evaluation of the President of Scripps College; coordinating a 360-degree performance evaluation of the President of Scripps College against specific competencies set by the Board of Trustees at appropriate intervals; reviewing the goals and objectives set by the President of Scripps College; recommending salary adjustments and compensation structure and packages for the President of Scripps College and [the Vice President for Business Affairs/Treasurer](#) to the Board of Trustees; reviewing external market trends in compensation at comparable colleges for their respective officers, key employees and disqualified persons [to assure the Corporation's compensation and benefits are just and reasonable](#); and such other matters as shall be determined by the Board of Trustees. Due to the confidential nature of the Compensation Committee discussions, meetings of the Compensation Committee are limited to Compensation Committee members and such staff and invitees as determined by the members of the Compensation Committee.

Any action or recommendation of the Compensation Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 11. INVESTMENT COMMITTEE.

The Investment Committee shall be responsible for investing the assets of the Corporation to produce income to support its educational activities, giving prudent consideration to maintaining the purchasing power of endowment income and protecting

endowment principal. The Investment Committee shall be expected to use reasonable and prudent business judgment under the facts and circumstances prevailing at the time of action or decision. The Investment Committee shall also be responsible for the investment of all assets of the Corporation, except real property used in its operation. The Investment Committee may accept real property gifts under the Board of Trustees' approved guidelines, engage consultants and custodians, acquire and dispose of investments, and do whatever is necessary pursuant to the Board of Trustees' policies to carry out the investment goals of the Corporation, as approved by the Board of Trustees. The Investment Committee may recommend the use of investment counselors to the Board of Trustees, shall monitor the investment program for compliance with established goals, and make recommendations to the Board of Trustees for changes to the established goals and strategy. The chief financial officer of the College shall serve as a non-voting member of the Investment Committee and act as secretary for the Investment Committee.

Any action or recommendation of the Investment Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 12. FINANCE COMMITTEE.

The Finance Committee shall be primarily responsible for monitoring the short and long term financial health of the Corporation. The Finance Committee shall oversee all aspects of the Corporation's financial operations including the development of the annual operating budget, the capital expenditures budget, and cash flow forecasts. Subject to final approval of the Board of Trustees, the Finance Committee shall develop the policies under which the Corporation may incur debt and shall monitor the Corporation's adherence to such policies. The Finance Committee shall also be tasked with recommending borrowings to the Board of Trustees for approval. The Finance Committee shall provide the assumptions on which the Corporation's annual budget process shall be based, shall work closely with the Corporation's staff and faculty representatives to develop the operating budget and shall monitor the actual performance of the Corporation against such budget. The Finance Committee shall bring the annual operating and capital expenditures budgets to the full Board of Trustees for approval, at the Board of Trustees' annual meeting. In addition, the Finance Committee, working with staff, shall develop a five (5) year long range plan and shall inform the Board of Trustees about the financial impact of various policy decisions. The Finance Committee shall work with other committees such as Buildings and Grounds Committee, the Institutional Advancement Committee, and the Investment Committee to develop a comprehensive view of the financial resources of the Corporation. The chair of the Audit Committee shall not be a member of the Finance Committee.

Any action or recommendation of the Finance Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 13. BUILDINGS AND GROUNDS COMMITTEE.

The Buildings and Grounds Committee shall concern itself with the condition of the Corporation's buildings, grounds, and utilities, and with the amount and adequacy of funds devoted to their maintenance and repair. The Buildings and Grounds Committee shall also be responsible for overseeing the status of current major repairs and renovations and a five (5) year projection of needs and obligations in this area. The Buildings and Grounds Committee shall oversee the status of capital construction, additions and renovations, and related real estate acquisitions, transfers, and sales. In its work, the Buildings and Grounds Committee shall coordinate with the work of the Finance Committee.

Any action or recommendation of the Buildings and Grounds Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 14. EDUCATIONAL POLICY COMMITTEE.

The Educational Policy Committee shall consider all matters relating to the educational policies of the Corporation and such other matters as shall be referred to it by the President of Scripps College or the Chair of the Board; provided, however, that the faculty, student and other non-Trustee members of the Educational Policy Committee, excluding Trustee Emeriti(us) members, shall not be present at the meetings when matters involving faculty welfare, appointments, reappointments, promotion, dismissals, changes in salary, or leaves of absence are being considered, or be entitled to vote on such matters.

Any action or recommendation of the Educational Policy Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 15. INSTITUTIONAL ADVANCEMENT COMMITTEE.

The Institutional Advancement Committee, including alumnae and parent volunteer chairs of key fund-raising committees, shall work to educate the Board of Trustees and the Corporation's constituency (including, alumnae, parents, students, friends, corporations, and foundations) as to the role fund raising plays in the life of the Corporation, and the importance of the constituency's participation in fund raising. The Institutional Advancement Committee's responsibilities shall include: ensuring that fund-raising objectives align clearly with the key objectives of the Corporation; setting fund-raising goals and priorities; advising the Corporation's staff regarding fund-raising strategies; and monitoring the operations and results of the Corporation's relations program, including budget, staff, schedule and use of counsel. With other committees, the Institutional Advancement Committee shall work to clarify the current and long-range priorities of the Corporation and assist in setting policies for fund raising in support of those priorities.

Any action or recommendation of the Institutional Advancement Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

Section 16. STUDENT AFFAIRS COMMITTEE.

The Student Affairs Committee shall be tasked with representing students' interests in the Board of Trustees' policy-making activities and supporting adequate resources for student affairs programs. The Student Affairs Committee shall meet with the College's Vice President/Dean of Students to discuss issues related to career planning, counseling, academic advising, issues of attrition and retention, athletics and recreation, drug and alcohol policies, residential life, and college council issues. The Student Affairs Committee shall receive periodic reports on recruitment, admission and financial aid from the College's Vice President for Enrollment.

Any action or recommendation of the Student Affairs Committee that requires the exercise of the power and authority of the Board of Trustees to be implemented shall be presented to the Board of Trustees or the Executive Committee for approval.

ARTICLE V. OFFICERS OF THE COLLEGE

Section 1. OFFICERS AND SUBORDINATE OFFICERS.

The officers of the College shall be the Chair of the Board, the Vice-Chair or Vice-Chairs of the Board, the President of Scripps College, the Vice President for Academic Affairs/Dean of Faculty, the Vice President for Business Affairs/Treasurer, and the Secretary of the Board. Any number of offices may be held by the same person, except that neither the Secretary of the Board nor the Vice President for Business Affairs/Treasurer may serve concurrently as the President of Scripps College or the Chair of the Board. The officers of the College shall have the authority to bind the Corporation within the scope of their duties as described in these Bylaws.

The Board of Trustees may appoint such other officers, including, but not limited to, one or more vice presidents, one or more assistant secretaries, and/or one or more assistant treasurers, as the business of the Corporation may require, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Trustees.

Section 2. SELECTION AND TERM OF OFFICE.

The Chair of the Board shall be a member of the Board of Trustees, shall be elected by the Board of Trustees and hold office for the term specified in Section 5 of this Article V. The Vice-Chair or Vice-Chairs of the Board shall also be a member of the Board of Trustees. The Vice-Chair or Vice-Chairs of the Board as well as the Secretary of the

Board shall be elected at the annual meeting of the Board of Trustees and shall hold office at the pleasure of the Board of Trustees.

The President of Scripps College shall be appointed by the Board of Trustees and shall hold office at the pleasure of the Board of Trustees, subject to the applicable provisions of these Bylaws. The Vice President for Academic Affairs/Dean of Faculty and the Vice President for Business Affairs/Treasurer shall be appointed by the Board of Trustees upon the recommendation of the President of Scripps College, subject to the applicable provisions of these Bylaws, and shall serve at the pleasure of the Board of Trustees and the President of Scripps College.

If applicable, the above provisions of this Section 2 shall be superseded by any conflicting terms of an employment contract or similar agreement relating to the employment of the officers of the College.

Section 3. REMOVAL AND RESIGNATION OF OFFICERS.

Any officer may be removed at any time, with or without cause, by the majority vote of the Board of Trustees. The President of Scripps College shall also have the power to remove the Vice President for Academic Affairs/Dean of Faculty and the Vice President for Business Affairs/Treasurer.

Any officer may resign at any time by giving written notice to the Chair of the Board, the Vice-Chair(s) of the Board, the President of Scripps College, the Secretary of the Board, or the Board of Trustees. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

If applicable, the above provisions of this Section 3 shall be superseded by any conflicting terms of an employment contract or similar agreement relating to the employment of the officers of the College.

Section 4. VACANCIES OF OFFICERS.

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Trustees. In the event of a vacancy in any office other than that of Chair of the Board, such vacancy may be filled temporarily by appointment by the Chair of the Board until such time as the Board of Trustees shall fill the vacancy. Vacancies occurring in offices appointed at the discretion of the Board of Trustees may or may not be filled as the Board of Trustees shall determine.

Section 5. CHAIR OF THE BOARD.

It shall be the duty of the Chair of the Board to preside at all meetings of the Board of Trustees; to call Special Meetings of the Board of Trustees; to affix the signature of the Corporation to documents requiring the same, including the signing of diplomas; and to perform all other duties conferred by law and by the Board of Trustees. The initial term of each Chair of the Board shall be five (5) years, subject to annual extensions thereafter at the discretion of the Board of Trustees.

The powers conferred upon the Chair of the Board may be exercised either within the State of California or elsewhere.

*(*The Board voted on December 8, 2012 to reduce the Chair term to four years effective July 1, 2014.)*

Section 6. VICE-CHAIR OF THE BOARD.

Each Vice-Chair of the Board shall have such powers and perform such duties as from time to time may be prescribed by the Board of Trustees. In the absence or disability of the Chair of the Board, the Vice-Chair of the Board (if multiple, the Vice-Chair designated by the Chair of the Board) shall take his or her place and perform his or her duties, and when acting shall have all the powers of, and be subject to the restrictions of, the Chair of the Board.

Section 7. PRESIDENT OF SCRIPPS COLLEGE.

In collaboration with the Board of Trustees, faculty, staff, alumnae, the Claremont University Consortium, and other key constituencies, the President of Scripps College shall provide the vision, direction, and leadership for the College. The President of Scripps College shall have general oversight of instruction, administration, and discipline; the President of Scripps College shall make all nominations for appointment to the faculty and, except as otherwise specified, shall recommend and oversee all administrative officers, including, but not limited to, the Vice President for Business Affairs/Treasurer and the Vice President for Academic Affairs/Dean of Faculty. Except as otherwise directed by the Board of Trustees or the Executive Committee, the President of Scripps College shall perform the duties customarily performed by college presidents. The President of Scripps College shall be chair of the faculty and shall appoint regular committees of that body.

Section 8. VICE PRESIDENT FOR ACADEMIC AFFAIRS/DEAN OF FACULTY.

The Vice President for Academic Affairs/Dean of Faculty shall be appointed by the Board of Trustees, upon the recommendation of the President of Scripps College, directly report to the President of Scripps College, and serve at the pleasure of the Board of Trustees and the President of Scripps College. Next to the president, the Vice President for Academic Affairs/Dean of Faculty shall be the ranking officer of the faculty. Under the President of Scripps College, the Vice President for Academic Affairs/Dean of Faculty's primary responsibilities shall be to advise on appointments and promotions of academic personnel, to nominate members of faculty committees, to supervise and coordinate all academic programs and support services, and to promote excellence in teaching, scholarship and service. In the case of absence or inability of the President of Scripps College, the Vice President for Academic Affairs/Dean of Faculty shall be the acting President of Scripps College and shall preside at all meetings of the Corporation and of the faculty.

The Vice President for Academic Affairs/Dean of Faculty shall have such other powers and shall perform such other duties as from time to time may be prescribed by the President of Scripps College.

Section 9. VICE PRESIDENT FOR BUSINESS AFFAIRS/TREASURER.

The Vice President for Business Affairs/Treasurer shall be deemed to be the chief financial officer of the Corporation. The Vice President for Business Affairs/Treasurer shall be appointed by the Board of Trustees, upon the recommendation of the President of Scripps College, shall directly report to the President of Scripps College and shall serve at the pleasure of the Board of Trustees and the President of Scripps College. The Vice President for Business Affairs/Treasurer shall be responsible for the financial and business affairs of the College and for the condition, operation and maintenance of its physical plant. The Vice President for Business Affairs/Treasurer shall be responsible for all of the College's financial operations, including financial planning and annual budgeting, monitoring expense and income on a periodic basis, auditing, cash and investment management and shall also responsible for managing the College's facilities and grounds. The Vice President for Business Affairs/Treasurer shall supervise all assistant treasurers and directors of administrative operations, as determined by the President of Scripps College. The Vice President for Business Affairs/Treasurer shall serve as the College's representative to consorial committees of The Claremont Colleges, as determined by the President of Scripps College.

The Vice President for Business Affairs/Treasurer shall have such other powers and shall perform such other duties as from time to time may be prescribed by the President of Scripps College.

Section 10. SECRETARY OF THE BOARD.

The Secretary of the Board shall facilitate the business of the Board of Trustees, including the promotion of cooperative and supportive relations among the Trustees, the officers of the College, faculty, staff, and students. Unless otherwise determined by the Board of Trustees, the Secretary of the Board shall keep, or cause to be kept, at the principal office of the Corporation or such other places as the Board of Trustees may determine, a book of minutes of all meetings of the Board of Trustees, the Standing Committees of the Board of Trustees, and all such other committees of the Board of Trustees established pursuant to Section 2 of Article IV. The Secretary of the Board shall also keep, or cause to be kept, at the principal office of the Corporation the original copy of the Corporation's Articles of Information and Bylaws, as amended to date.

The Secretary of the Board shall make, or cause to be made, service or publication of all notices that are necessary or proper and shall also provide any minutes of meetings required by these Bylaws or by law to be given. The Secretary of the Board shall have such powers and shall perform such other duties as from time to time may be prescribed by the Board of Trustees.

In the absence, inability, refusal, or neglect of the Secretary of the Board to perform his or her duties, any assistant secretary may perform the duties of the Secretary of the Board.

Section 11. NON-LIABILITY OF OFFICERS.

The personal liability (including personal liability to a third party for monetary damages) of any officer for such person's acts or omissions occurring within the scope of the performance of such person's duties as such shall be limited to the fullest extent permitted by law (including Section 5047.5 of the California Nonprofit Corporation Law or Section 5239 of the Nonprofit Public Benefit Law, as applicable). Such officers shall also have a right to indemnification by the Corporation as and to the extent set for in Article XII hereof.

ARTICLE VI. FACULTY

Section 1. FUNCTIONS OF THE BOARD OF TRUSTEES AND THE FACULTY.

The Board of Trustees under the laws of the State of California and the Articles of Incorporation of the Corporation is given the power and duty of conducting the business of the Corporation. Supporting teaching and intellectual freedom, the Board of Trustees recognizes that the fullest power over education matters committed to the faculty should be maintained in the faculty; that the judgment and action of the faculty in all such questions should in general prevail, subject, however, to review and final action by the Board of Trustees.

Section 2. FACULTY.

The faculty shall consist of the President of Scripps College, the Vice President for Academic Affairs/Dean of Faculty, such other vice presidents as designated by the Board of Trustees, all teachers, irrespective of rank, who have been regularly appointed by the Board of Trustees, the librarian of Denison Library, and such other persons as shall have been appointed to membership in the faculty by the Board of Trustees upon the recommendation of the President of Scripps College. It shall be the function of the faculty:

- (i) To form such organization of the entire teaching staff, adopt such rules of procedure, and establish such committees as may seem appropriate.
- (ii) To initiate and recommend to the Board of Trustees, or to approve directly or through its constituted committees, all policies and actions directly affecting the curriculum and other educational matters, including the establishment or abolition of new courses or fields of instruction, all such action being subject to review by the Board of Trustees.
- (iii) To constitute and appoint, when so requested by the Board of Trustees, special committees or representatives to advise with committees of the Board of Trustees on any matter affecting the life and administration of the Corporation.

Degrees in course shall be conferred by the Board of Trustees only on recommendation of the faculty. Suitable diplomas shall be issued, signed by the President of Scripps College and the Chair of the Board, to which the seal of the Corporation shall be affixed.

Section 3. APPOINTMENTS, REAPPOINTMENTS, AND DISMISSALS OF THE FACULTY.

In matters of appointments, reappointments, and dismissals of the faculty, the following procedures shall prevail:

(i) All faculty appointments shall be for a specified rank (lecturer, instructor, assistant professor, associate professor, professor, and “visiting” appointments to the faculty).

(ii) The President of Scripps College shall have full responsibility for recommending to the Board of Trustees for action all tenure-track reappointments, promotions and appointments to tenure, dismissals, changes in salary, leaves of absence, and other matters relating to faculty personnel. The President of Scripps College is empowered to make all initial appointments or non-tenure-track reappointments to the faculty without prior approval of the Board of Trustees. The President of Scripps College shall obtain advice in such matters from the faculty Committee on Appointments, Promotion, and Tenure and from the Vice President for Academic Affairs/Dean of Faculty.

(iii) All appointments and reappointments shall be made only after careful review of the qualifications and experience of the individual recommended. Professorships shall be reserved for those who have achieved distinction and given clear evidence of excellent teaching ability, creative ideas, general usefulness to the Corporation, and superior gifts of character.

(iv) The terms and conditions of each appointment to the faculty shall be stated in a letter, signed by the President of Scripps College, counter-signed by the faculty member and returned to the President of Scripps College. A copy of the appointment letter shall be supplied to the faculty members. Any subsequent extensions to or modifications of an appointment or any special understandings shall be handled in the same manner.

(v) With the exception of special appointments clearly limited to a brief association with the Corporation and reappointments of retired faculty members on special conditions, full-time appointments to the rank of instructor or higher shall be one of three kinds: (1) appointments with fixed terms; (2) probationary appointments; (3) appointments with continuous tenure.

(vi) The Vice President for Academic Affairs/Dean of Faculty shall consult annually with every person on a probationary appointment about the performance of his or her duties as a teacher and member of the faculty.

(vii) Probationary appointments may be for one (1) year, or for other stated periods, subject to renewal. The total period of full-time service at the Corporation prior to the acquisition of continuous tenure shall not exceed seven (7) years except by contractual agreement. Part-time or full-time appointments at other institutions shall not count toward acquisition of tenure by length of service unless approved by the President of Scripps College. Time spent on leave of absence shall not count as probationary period service, unless the individual and the Corporation agree to the contrary at the time leave is granted.

(viii) Written notice that a probationary appointment is not to be renewed shall be given to the faculty member in advance of the expiration of his or her appointment, as follows: (1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during the academic year, at least three (3) months in advance of its termination; (2) not later than December 15 of the second academic year of service; if the appointment expires at the end of that year; or, if an initial two (2) year appointment terminates during an academic year, at least six (6) months in advance of its termination; (3) at least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the Corporation. The Corporation will normally notify faculty members of the terms and conditions of their renewals by March 15, but in no case will such information be given later than April 15.

(ix) Termination of any appointment for medical reasons must be based upon clear and convincing medical evidence, which may, if the faculty member so requests, be reviewed by the faculty committee on appointments, promotions, and tenure before the Board of Trustees reaches a decision on the recommendation of the President of Scripps College.

(x) Causes for dismissal of a faculty member with continuous tenure or with special, or non-renewable, or probationary appointments before the expiration of the specified terms are: (1) professional incompetence, (2) neglect of duty, (3) personal conduct that indicates an unfitness for association with and instruction of students, or (4) flagrant or repeated conduct contrary to the Corporation's regulations or conduct, not legally protected, which is intended to prevent, or directly to incite others to prevent, anyone from performing his or her duties and from carrying on his or her lawful business within the Corporation.

All proceedings leading to a possible decision to dismiss for cause shall be conducted in accordance with procedures set forth in the *Statement on Procedural Standards in Faculty Dismissal* proceedings as approved by the Association of American Colleges and the Association of American University Professors in 1958.

None of the foregoing provisions of this Section 3 shall be applicable to appointments of administrative personnel with respect to the tenure of their administrative positions, but they shall apply to administrative personnel who hold academic rank with respect to their status and capacity as faculty members.

ARTICLE VII. CONFLICT OF INTEREST

Section 1. CONFLICT OF INTEREST POLICY.

The Corporation shall have a Conflict of Interest Policy established by the Board of Trustees. The Conflict of Interest Policy shall be furnished to each Trustee or officer who is presently serving the Corporation, or who may hereafter become associated with the Corporation. The Conflict of Interest Policy shall be reviewed at least annually for new information and guidance from the Trustees, the officers of the College, and any new officers and Trustees shall be advised of the Conflict of Interest Policy upon undertaking the duties of their respective offices.

ARTICLE VIII. NON-DISCRIMINATION

Section 1. NON-DISCRIMINATION.

It shall be the policy of the Board of Trustees that the College admit students of any race, color, national or ethnic origin, or religious background to all the rights, privileges, programs, and activities generally accorded or made available to students at the College and that the College shall not discriminate on the basis of race, color, national origin, ancestry, religion, creed, belief, age, disability, veteran status, or sexual orientation in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other College-administered programs.

It shall also be the policy of the Board of Trustees that the Corporation shall not discriminate with respect to its Trustees, faculty, administration, or staff, paid or volunteer, on the basis of race, religion, creed, national origin, ancestry, color, sex, age (if 40 or over), physical disability, mental disability, medical condition (i.e., cancer or genetic characteristics), marital status, sexual orientation, veteran status, or pregnancy, childbirth or related medical conditions of any female employee or volunteer.

This nondiscrimination policy of Board of Trustees shall be deemed to include any other category, class, status, or group of persons currently protected by applicable federal, state or local laws.

ARTICLE IX. FINANCIAL PROVISIONS

Section 1. AGENTS AND REPRESENTATIVES.

Under the ultimate direction of the Board of Trustees and subject to the requirements of these Bylaws, the Articles of Incorporation, and applicable law, the Board of Trustees, any Standing Committee, or any such committee designated by the Board of Trustees may appoint agents and/or representatives of the Corporation with such powers and duties to perform such acts or obligations on behalf of the Corporation as the Board of Trustees may from time to time prescribe.

Section 2. EXECUTION OF INSTRUMENTS.

The Board of Trustees may authorize any officer or officers, agent or agents, or employees of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Trustees, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 3. FISCAL YEAR.

The fiscal year of the Corporation shall be from July 1st to June 30th.

ARTICLE X. MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS.

The Corporation shall keep at its principal office in the State of California:

(i) Minutes of all meetings of Trustees and committees of the Board of Trustees established pursuant to Section 1 of Article IV indicating the time and place of such meetings, whether regular or special, how called, the notice given, the names of those present and the proceedings thereof;

(ii) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and

(iii) A copy of the Corporation's Articles of Incorporation and these Bylaws as amended to date.

Section 2. TRUSTEES' INSPECTION RIGHTS.

Every Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind of the Corporation.

ARTICLE XI. AMENDMENT OF BYLAWS

Section 1. AMENDMENT OF BYLAWS.

These Bylaws, or any part of them, may be repealed or amended, or additional Bylaws may be adopted by the affirmative vote of a majority of the Trustees then in office. Notice of any proposed amendments to the Bylaws shall be circulated in writing to all Trustees in accordance with the notice provisions outlined in Section 10 of Article III hereto. No amendment of these Bylaws may extend the term of a Trustee beyond that for which such Trustee was elected.

ARTICLE XII. INDEMNIFICATION

Section 1. DEFINITIONS.

For the purposes of this Article XII:

(i) “agent” means any person who is or was a Trustee, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a Trustee, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation;

(ii) “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and

(iii) “expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5(ii) of this Article XII.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES.

The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than actions by or in the right of the Corporation to procure a judgment in its favor; actions brought under Section 5233 of the Nonprofit Public Benefit Law; or actions brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation. The power to indemnify shall include expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

The Corporation shall, to the maximum extent permitted by law, and in the manner provided by law, indemnify any such persons who serve as Trustees, Trustee Emeriti(us), non-Trustees serving on a committee established pursuant to Section 4 of Article IV, or officers of the College. The personal liability of such Trustees, Trustee Emeriti(us), and officers shall be limited as and to the extent set forth in Section 18 of Article III and Section 11 of Article V, respectively.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.

The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party, by reason of the fact that such person is or was an agent of the Corporation, to any of the following types of threatened, pending or completed actions:

ones by or in the right of the Corporation; ones brought under Section 5233 of the Nonprofit Public Benefit Law; or ones brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust. The power to indemnify shall include expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

(i) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for the expenses which such court shall determine;

(ii) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(iii) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

Section 4. INDEMNIFICATION AGAINST EXPENSES.

To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to above or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS.

Except as provided in the above sections of this Article XII, any indemnification under this Article XII shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth above by:

(i) A majority vote of a quorum consisting of Trustees who are not parties to such proceedings; or

(ii) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

Section 6. ADVANCE OF EXPENSES.

Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of any undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately the agent

is entitled to be indemnified as authorized in this Article XII; provided, however, that such advance shall not be permitted if the Corporation is a private foundation within the meaning of Internal Revenue Code Section 509 and the agent is a disqualified person within the meaning of Internal Revenue Code Section 4946.

Section 7. OTHER INDEMNIFICATION.

No provision made by the Corporation to indemnify its Trustees, Trustee Emeriti(us), or officers for the defense of any proceeding, whether contained in these Bylaws, the Articles of Incorporation, a resolution of Board of Trustees, an agreement or otherwise, shall be valid unless consistent with this Article XII. Nothing contained in this Article XII shall affect any right to indemnification to which persons other than such Trustees and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED.

No indemnification or advance shall be made under this Article XII, except as provided in above sections relating to indemnification against expenses and required determinations, in any circumstances where it appears:

- (i) That it would be inconsistent with a provision of these Bylaws, the Articles of Incorporation, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE.

The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article XII. Notwithstanding the foregoing, the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the Nonprofit Public Benefit Law (or any successor provision thereto).

Section 10. NON-APPLICABILITY TO FIDUCIARIES OF EMPLOYEE BENEFIT PLANS.

This Article XII does not apply to any proceeding against a trustee, investment manager, or other fiduciary of any employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined above. The Corporation shall have power to indemnify such trustee, investment manager, or other fiduciary to the extent permitted by subdivision (f) of Section 5140 of the Nonprofit Public Benefit Law.

Section 11. FEDERAL AND STATE EXCULPATORY PROVISIONS.

Nothing in this Article XII shall limit or otherwise adversely affect the rights of qualifying agents of the Corporation under the Federal Volunteer Protection Act of 1997, as amended 42 U.S.C. Section 14501 et seq., Section 5047.5 of the California Corporations Code, Section 5239 of the Nonprofit Public Benefit Law or similar provisions of other laws or public policies limiting such liability, as now in effect or as any thereof may be amended.

Section 12. SEPARABILITY.

Each and every paragraph, sentence, term, and provision of this Article XII is separate and distinct so that if any paragraph, sentence, term, or provision shall be held to be invalid or unenforceable for any reason, its invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, term, or provision of this Article XII. To the extent required, any paragraph, sentence, term, or provision of this Article XII may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article XII and any agreement between the Corporation and the claimant, the broadest possible indemnification permitted under applicable law.

ARTICLE XIII. EMERGENCY PROVISIONS

Section 1. APPLICABILITY.

The provisions of this Article XIII shall be operative only during an emergency resulting from an attack on the United States or on a locality in which the Corporation conducts its activities or customarily holds meetings of its Board of Trustees, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board of Trustees or of the Executive Committee, if any, cannot readily be convened for action. Under such conditions, a meeting of the Board of Trustees or of that committee may be called by any officer of the College or Trustee. Notice of a meeting so called need be given only to those Trustees or members of the committee, as the case may be, as it may be feasible to reach at the time and by the means feasible at the time including, without limitation, publication or radio.

Section 2. EMERGENCY QUORUM.

The Trustee or Trustees in attendance at the meeting of the Board of Trustees so called, and the member or members of the Executive Committee, if any, in attendance at the meeting of the committee so called, shall constitute a quorum. If none is in attendance at the meeting, the officers of the College or other persons designated on a list approved by the Board of Trustees before the emergency, all in the order of priority and subject to the conditions and for the period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board of Trustees or of the Executive Committee, be deemed Trustees or members of the committee, as the case may be, for the meeting.

Section 3. LINE OF SUCCESSION.

The Board of Trustees, either before or during any emergency, may provide, and from time to time modify, lines of succession in the event that during the emergency any or all officers of the College or agents of the Corporation shall for any reason be rendered incapable of discharging their duties. Any lines of succession created by the Board of Trustees, either before or during any such emergency, shall comply with the succession provisions of Section 6 and Section 8 of Article V hereto, concerning the roles of the Vice-Chair(s) of the Board and the Vice President for Academic Affairs/Dean of Faculty, respectively.

Section 4. PRINCIPAL OFFICE.

The Board of Trustees, either before or during any emergency, may, effective in the emergency, change the principal office or designate several alternative offices or authorize the officers of the College to do so.

ARTICLE XIV. STATUTORY REFERENCES

Section 1. STATUTORY REFERENCES.

All references in these Bylaws to statutes, rules, regulations and similar legislative action shall include such statutes, rules, regulations and similar legislative action as now in effect or as hereafter amended or supplemented and shall also include any successor statutes, rules, regulations and similar legislative actions.

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the Nonprofit Public Benefit Law shall govern the construction of these Bylaws.

SCRIPPS COLLEGE

1.3 FACULTY GOVERNANCE

The Faculty Executive Committee (FEC) is the principal instrument of faculty participation in the governance of Scripps College, responsible for policy in matters of curriculum, budget, faculty welfare, institutional planning, and student affairs including admissions and financial aid.

The function of the Appointments, Promotions and Tenure Committee (APT) is to recommend to the President candidates for appointment to the faculty, for reappointment, and for promotion, and to recommend action on regular and special leaves.

All faculty members, irrespective of rank, the librarian, the director of the Ruth Chandler Williamson Gallery, and such other persons as shall have been appointed to membership in the faculty by the Board of Trustees shall be members of the Scripps Faculty. Only continuing full-time faculty, the librarian, the director of the Williamson Gallery, and adjunct faculty in and after their fourteenth year of service shall be voting members of the Scripps Faculty. Proxy voting is not permitted.

SCRIPPS COLLEGE

1.4 FACULTY EXECUTIVE COMMITTEE

The Faculty Executive Committee (FEC) is the principal instrument of faculty participation in the governance of Scripps College, responsible for policy in matters of curriculum, budget, faculty welfare, institutional planning, and student affairs including admissions and financial aid. Faculty participation in individual personnel decisions is the separate responsibility of the Appointments, Promotions and Tenure Committee (APT).

Composition

The Faculty Executive Committee shall consist of eight faculty members, each of whom is elected to a two-year term, plus the Dean of the Faculty, ex-officio. If the normal two-year term is interrupted by a leave the next eligible faculty member will be selected to serve as a replacement on the basis of the last ballot.

Members whose service is suspended will be expected to complete their four semesters of service in the first year after their leave in which there is an opening. The three-year exemption from further service will date from the end of the second year of service.

Terms will begin on June 1 of the year of election. The Dean of Faculty shall be a voting member of the committee.

Eligibility for Election to FEC

All full-time faculty members of Scripps College who will be in residence for the following year are eligible for election to the two-year terms on the FEC. The maximum term of consecutive service on FEC and/or APT shall be two years. Faculty who complete four semesters of service on the FEC or the Appointments, Promotions and Tenure Committee (APT) are released from eligibility for service on the FEC or APT for three years.

An untenured faculty member will not be expected to serve on FEC more than two years total during the period prior to tenure consideration. Junior faculty members would not serve on the Faculty Executive Committee before their first review.

Election of the FEC Committee

Elections to both the FEC and the APT will be held as follows: The Dean of Faculty will initiate the election process on the first Monday of classes of the spring semester. To ensure an accurate ballot, a draft list of eligible candidates normally will be distributed to the faculty by the last day of classes of the previous, fall semester. Untenured assistant professors before their first APT review are not eligible to serve on FEC. Voting members of the faculty will be able to vote for the number of candidates equal to two-

thirds of the number of open positions. All fractional values will be rounded up. Faculty members eligible for election to both committees, but not elected to the first committee voted on, shall automatically be placed on the slate for the second committee. The committees shall alternate as to which is elected first. Only continuing full-time faculty, the librarian, the director of the Williamson Gallery, and adjunct faculty in and after their fourteenth year of service shall be voting members of the Scripps Faculty.

All members of the faculty who are eligible are expected to stand for election. One year or one semester leaves approved for the second year of FEC service will disqualify members for the whole of that year. Members whose service is suspended will be expected to complete their four semesters of service in the year after their leave. The three-year exemption from further service will date from the end of the second year of service. When a replacement is required, the next eligible faculty member will be selected on the basis of the last ballot.

Election of the FEC Chair

After the election of the FEC Committee, a single election by the voting members of the faculty shall be held for the Chair from among the eligible members of the Committee (i.e. tenured members who have not previously served the maximum number of terms allowable as Chair.)

1. Faculty will receive a ballot with the names of the eligible members who may be new or continuing members of the Committee. Each faculty member will mark his or her preferences in the order 1,2,3 etc. It is not necessary to rank all candidates but whatever ranking is done must be done in the sequence from 1 onward with no gaps. If there are five candidates it is possible to rank only 3, but they must be ranked 1,2,3--not, 1,2,5.)
2. If a candidate receives a majority of first place votes, he or she becomes the Chair.
3. If no candidates receive a majority, the candidate with the fewest number of first place votes is eliminated and the votes cast for second place on those ballots on which the eliminated candidate was first are reallocated as first place votes. This procedure is repeated until a candidate receives a majority. The candidate with the second highest vote total will serve as Vice Chair.

No person may serve more than two terms as Chair of FEC within any eight year period, and faculty are eligible for election to FEC chair only once during a two-year term of elected service. Anyone who has been Chair a total of three times may decline to serve again as Chair.

Duties of the Chair

The Chair will call and preside over the meetings of FEC. She or he will appoint members of FEC to areas of responsibility within the committee, form and appoint subcommittees as

needed, organize the work of FEC, and maintain liaison on a regular basis with the President and administration of the College. If the Chair is temporarily unable to fulfill his or her duties, the Vice Chair will serve as Chair.

Course Release for FEC Service

Each FEC member will receive 1 course release for every 2 years of service. FEC Chairs will receive one additional course release. Course releases must be used within 4 years from first year of service. Course replacement for FEC course release will follow the same process as sabbatical course replacements and will be granted when crucial for the integrity of the curriculum.

Organization of FEC

The Chair is responsible for organizing the work of the Committee and appointing members to appropriate FEC standing or ad hoc subcommittees which may vary from year to year according to the projects undertaken by FEC, but will normally include academic policy, faculty welfare committee (see below), budget, institutional planning, and student affairs, including admissions, financial aid and academic review. The Committee shall delegate to these subcommittees responsibility for routine duties and such other functions as it deems desirable. These subcommittees shall make regular reports to the full committee on their activities, shall keep FEC adequately informed on questions of policy, and shall prepare documentary material for the Committee on matters involving their areas of responsibility. Members of these sub-committees will meet with appropriate members of the Administration, and from time to time, the full Committee may meet with the President and other senior members of the Administration.

Faculty representatives on appropriate Trustee committees are selected annually from the FEC membership. At the request of the President, the members of the FEC, two students selected by Scripps Associated Students, and the senior administrative staff may be convened to act as the President's Advisory Council.

The Chair may at his or her discretion convene an executive meeting of the Committee consisting only of the faculty members of the Committee.

Faculty Ombudsperson and Faculty Welfare Committee (FWC)

A tenured, full professor of the Faculty shall be elected by the Faculty-at-large to serve as Faculty Ombudsperson for a three-year term, which shall be renewable indefinitely by election. In addition, two members of each year's FEC shall be appointed by the Chair of FEC to constitute, along with the Ombudsperson, a Faculty Welfare Committee (FWC). The Ombudsperson shall not be eligible for service on APT or FEC during his or her term of service. The Ombudsperson shall chair the FWC, and shall attend FEC as an ex-officio (voting) member on any issue which he or she deems to fall within the area of faculty welfare.

The establishment of the FWC and the office of the Ombudsperson is made on the following understandings:

1. The FWC and Ombudsperson will act only in any advisory capacity on any matter. No final responsibility or authority of the FEC or APT is transferred to the FWC. Any recommendations of the FWC or Ombudsperson that entail action by the FEC or APT must be acted upon by those committees under the usual rules to take effect. If the FWC or Ombudsperson makes recommendations concerning the case of an individual faculty member to the Dean of Faculty or President, those recommendations shall be purely advisory.
2. The FWC and Ombudsperson shall have no legal responsibility for advice or counsel given to an individual faculty member.
3. The FWC and Ombudsperson will not enter into APT reviews except on such procedural matters as are subject to the regular faculty grievance proceedings.
4. Apart from the provisions of (1)-(3), the role of the Ombudsperson in faculty welfare issues, individual or collective, shall be as the Ombudsperson defines it, including but not limited to faculty benefits, faculty regulations, issues of academic freedom, and fair treatment of individual faculty in any institutional context. The Ombudsperson shall convene, or consult with, the other members of the FWC as he or she sees fit.
5. The Ombudsperson shall be chosen as follows: FEC will nominate at least two members of the faculty who in its judgment can best fulfill the duties of the office and who give their consent to being nominated. Balloting for the Ombudsperson shall then take precedence over any other ballot and the result will be announced before nominations for the faculty committees begin. The method of election shall be the same as for the FEC Chair.
6. In the absence of an ombudsperson, or if the ombudsperson feels the need to recuse her/himself, a faculty member filing a grievance may request the formation of an *ad hoc* advisory committee, consisting of three tenured faculty members, one of whom must be a member of FEC. The Office of the Dean of the Faculty will draw two names by lot from the names of tenured faculty (excluding members of FEC) then available to serve (i.e., not on sabbatical or other leave of absence) and one name by lot from the names of tenured faculty serving on the FEC. The faculty member filing the grievance may strike any one member of the *ad hoc* committee, in which case a new name will be drawn from the appropriate category. A faculty member whose name has been drawn may recuse her/himself for good cause. The *ad hoc* committee thus formed shall have the same responsibilities as an ombudsperson and the Faculty Welfare Committee with respect to the particular grievance for which the committee was formed, and shall be dissolved after it has fulfilled its responsibilities as to the grievance for which it was formed.

Relationship of FEC to the Faculty-at-Large

The FEC is the representative body of the Scripps College faculty. As such, it is empowered to act for the faculty. It is expected that FEC will consult with the faculty both formally and informally as it performs its duties, but it is not required to obtain prior consent

from the faculty before taking action. Nevertheless it is the obligation of FEC to act in general within the informed consent of the faculty. FEC will, therefore: (1) provide the faculty with minutes and documentation of its deliberations and actions, (2) be available for questions at regular meetings of the faculty, and (3) provide means by which the faculty at large can amend or rescind FEC decisions. This may be done in the following ways: (1) FEC may vote to refer a matter to the faculty at a regular or specially scheduled faculty meeting, (2) any individual faculty member may move to amend or rescind any FEC action at a regular faculty meeting provided that member has filed in a timely manner a motion for the agenda of the regularly scheduled meeting with the Dean of Faculty, (3) on petition of any five members of the faculty submitting one or more written motions to amend or rescind a specific action of the FEC, the Dean shall call a special meeting of the faculty, or (4) on the motion of any member of FEC any decision of the Committee may be deferred from taking effect for fourteen days. Deferred actions shall be reported promptly to the faculty at large who may request clarification from members of the Committee or ask the Committee to consider amendments or objections. FEC will review such faculty response before making its decision final.

Relationship of FEC to Scripps Associated Students (SAS)

One student shall be elected or appointed by the Scripps Associated Students (SAS) to serve as a voting member of the Academic Policy Subcommittee (APS) of FEC. In addition, the SAS Judicial and Academic Review Chair shall serve as a voting member of the Committee on Academic Review.

SAS shall appoint an FEC liaison and FEC shall appoint a SAS liaison. Normally, relations between SAS and FEC shall be conducted by these liaisons. In extraordinary circumstances, a formal meeting between additional representatives of SAS and FEC may be requested by either the SAS President or the Chair of FEC. The format and agenda for such a meeting shall be agreed in advance by the SAS President and the Chair of FEC. (Revised 10-9-14)

Changes in Major Policy and By-Laws Amendments

No change in policy or By-Laws may be voted at the same meeting of the faculty at which it is proposed, except for legislation proposed by FEC or APT, provided such legislation and explanatory materials are submitted in writing to the voting members of the faculty one week in advance of a scheduled meeting.

The faculty By-Laws may be amended by a simple majority of the voting members of the faculty. A written ballot is required unless such a majority can be obtained by a vote of those present.

SCRIPPS COLLEGE

1.5 APPOINTMENTS, PROMOTIONS AND TENURE COMMITTEE

The function of The Appointments, Promotions and Tenure Committee (APT) is to recommend to the President candidates for appointment to the faculty, for reappointment, and for promotion, and to recommend action on regular and special leaves.

Composition

The APT Committee shall consist of five tenured faculty members and the Dean of the Faculty, ex-officio. APT members will serve two-year, overlapping terms such that in a given year a variable number will be elected. If the normal two-year term is interrupted by a leave, the next eligible faculty member will be selected on the basis of the last ballot. Faculty under review are not eligible to serve on APT during the semester of their review.

Terms will begin on June 1 of its year of election. The Dean of Faculty is a non-voting member of the Committee.

Eligibility for Election to APT

All full-time faculty members of Scripps College who will be in residence for the following year and who are tenured are eligible for election to the two-year terms on the APT. The maximum term of consecutive service on APT and/or FEC shall be two years. Faculty who complete four semesters of service on the Faculty Executive Committee (FEC) or the Appointments, Promotions and Tenure Committee (APT) are released from eligibility for service on FEC or APT for three years.

Election of the APT Committee

Elections to both the FEC and the APT will be held as follows: The Dean of Faculty will initiate the election process on the first Monday of classes of the spring semester. To ensure an accurate ballot, a draft list of eligible candidates normally will be distributed to the faculty by the last day of classes of the previous, fall semester. Untenured faculty are not eligible to serve on APT. Voting members of the faculty will be able to vote for the number of nominees equal to two-thirds of the number of open positions. All fractional values will be rounded up. Faculty members eligible for election to both committees, but not elected to the first committee voted on, shall automatically be placed on the slate for the second committee. The committees shall alternate as to which is elected first. Only continuing full-time faculty, the librarian, the director of the Williamson Gallery, and adjunct faculty in and after their fourteenth year of service shall be voting members of the Scripps Faculty.

All members of the faculty who are eligible are expected to stand for election. One year or one semester leaves approved for the second year of APT service will disqualify members

for the whole of that year. Members whose service is suspended will be expected to complete their four semesters of service in the year after their leave. The three year exemption from further service will date from the end of the second year of service. When a replacement is required, the next eligible faculty member will be selected on the basis of the last ballot.

Selection and Compensation of the APT Chair

The APT Committee shall elect its own Chair from among its members at its first meeting. Faculty are eligible for election to APT Chair only once during a two-year term of elected service.

Course Release for APT Members

Each APT member will receive 1 course release for every 2 years of service. APT Chairs will receive one additional course release. Course releases must be used within 4 years from first year of service. Course replacement for APT course release will follow the same process as sabbatical course replacements and will be granted when crucial for the integrity of the curriculum.

SCRIPPS COLLEGE

1.6 SCRIPPS ASSOCIATED STUDENTS (SAS)

Function: It shall be the responsibility of the Scripps Associated Students (SAS) to deal with institutional policies and programs concerning the residential and non-curricular life of the college. SAS will be responsible for the implementation of established policies and will have the authority to recommend changes in such policies to the President, to the Faculty Executive Committee, and to the Dean of Students. In its concern for the life of the campus, SAS will develop programs and policies which will enhance the educational mission of the college.

Composition: SAS shall consist of the President of the Student Body and the elected Student Body Officers (a complete listing can be found in the Guide to Student Life). The Dean of Students, one faculty member, and at least one resident advisor shall serve on SAS as ex-officio members.

Chairperson: The Chairperson shall be the Student Body President.

By-Laws of SAS: An updated copy of the By-Laws of the Scripps Associated Students is available in the Student Activities and Residential Life Office (SARLO) located in the Malott Commons. By-Laws may also be found on-line.

SCRIPPS COLLEGE

1.7 INTERCOLLEGIATE FACULTY COUNCIL

The Intercollegiate Faculty Council (IFC) is composed of the Executive Committee chairs or comparable faculty representatives from each institution.

The function of the IFC is to:

- 1) facilitate communication on relevant issues among the faculties of the Claremont Colleges;
- 2) improve faculty coordination of and provide faculty input on central programs and services, shared academic resources, and shared facilities;
- 3) facilitate communication among the faculties and administrations of the Claremont Colleges, including the Claremont University Consortium;
- 4) determine agenda items for IFC meetings; and
- 5) report to the faculties of The Claremont Colleges through the minutes of Faculty Executive or Administrative Committees and/or through faculty meeting reports.

At the beginning of every fall semester, the IFC will meet to elect a chair and set its preliminary agenda. That meeting will be called by the IFC convener, who will be named by the IFC members at the end of the previous spring semester.

SCRIPPS COLLEGE

FACULTY HANDBOOK

2 GENERAL INFORMATION

- 2.1 Academic Calendar
- 2.2 Master Calendar and Facilities Available at Scripps
- 2.3 Libraries
- 2.4 Asian Studies, Black Studies and Chicano Studies
- 2.5 Huntley Bookstore
- 2.6 Safety Committee of Scripps College
- 2.7 Information Technology
- 2.8 Campus Safety
- 2.9 Campus Mail/Scripps Mail Room
- 2.10 Vehicle Registration/Parking Fees/Rideshare Program
- 2.11 Faculty Identification/Library Cards
- 2.12 Office of the Chaplains, McAlister Center
- 2.13 Public Relations and Communication

SCRIPPS COLLEGE

2.1 2015-16 ACADEMIC CALENDAR
(dates subject to change)Fall 2015 Semester

Thursday	August 27	Residence halls open at 8 a.m. for new students
Thurs.-Mon.	August 27-August 31	Orientation and Registration
Sunday	August 30	Residence halls open at 10 a.m. for continuing students
Tuesday	September 1	Classes begin
Monday	September 7	Labor Day; classes are in session
Monday	September 14	Last day to add classes
Wednesday	October 7	Low Grade Reports due in Registrar's Office
Mon.-Tues.	October 19-20	Fall Break
Thursday	October 22	Last day to drop classes without academic penalty
Tues. – Fri.	November 17-20	Preregistration for spring semester
Thurs. – Fri.	November 26-27	Thanksgiving recess
Wednesday	December 9	Last day of classes for first semester
Thurs.- Fri.	December 10-11	*Reading days
Mon.-Fri.	December 14-18	Final examinations and end of fall semester
Saturday	December 19	Residence halls close at noon
Monday	December 28	All grades due in the Registrar's Office by noon

Thursday and Friday of the last week of classes each semester are designated as Reading Days. Classes are suspended, but professors may hold study sessions, critique sessions, or reviews. No new material may be introduced at these sessions and **no exams may be given on Reading Days except to second-semester seniors.*

Spring 2016 Semester

Saturday	January 16	Residence halls open at 8 a.m. for new students
Sat.-Mon.	January 16-18	Orientation and Registration for new students
Sunday	January 17	Residence halls open at 10 a.m. for continuing students
Tuesday	January 19	Second semester classes begin
Monday	February 1	Last day to add classes
Wednesday	March 2	Low Grade Reports due in the Registrar's Office
Thursday	March 10	Last day to drop classes without academic penalty
Mon.-Fri.	March 14-18	Spring Break
Friday	March 25	César Chavez Holiday- Colleges Closed
Tues.-Thurs.	April 19-21	Preregistration for fall semester
Wednesday	May 4	Last day of classes at Scripps <i>(April 29 – HM; May 4 – CM & PO)</i>
Thursday	May 5	Capstone Day
Thurs.-Fri.	May 5-6	*Reading days
Friday	May 6	Senior grades due in the Registrar's Office by noon Last day of classes at Pitzer
Mon.-Fri.	May 9-13	Final examinations and end of spring semester
Saturday	May 14	Commencement begins at 5:00 p.m.
Saturday	May 14	Residence halls close at noon (<i>non-graduates</i>)
Monday	May 16	Residence halls close at noon for graduating seniors
Thursday	May 19	All other grades due in the Registrar's Office by noon
Tuesday	August 30	Fall 2016

Thursday and Friday of the last week of classes each semester are designated as Reading Days. Classes are suspended, but professors may hold study sessions, critique sessions, or reviews. No new material may be introduced at these sessions and **no exams may be given on Reading Days except to second-semester seniors.*

SCRIPPS COLLEGE

2.2 MONTHLY CALENDAR AND FACILITIES RESERVATIONS AT SCRIPPS

MONTHLY CALENDAR: CUC publishes a monthly calendar of events for The Claremont Colleges. Items of interest to The Claremont Colleges community may be published in this calendar by providing written copy to Scripps Office of Communication and Marketing no later than the 5th of the month preceding the month of publication.

SCRIPPS FACILITY RESERVATIONS: Requests to use Scripps campus facilities can be made through the Virtual EMS (VEMS) website at <http://emsweb.claremont.edu/Scripps>. Shortcuts to VEMS are available on Inside Scripps (click on “Faculty” and look for “Facility Reservations” under “Faculty Resources” or go to inside.scrippscollege.edu/VEMS).

VEMS is a comprehensive event management system that enables you to request facilities and resource services (i.e., Catering, Maintenance, Media Services, etc.) for college sponsored functions, events, and meetings. Instructions to use VEMS can be printed, located also under “Facility Reservations” on Inside Scripps.

Web requests must be made no less than 2 business days in advance. To reserve a room, click the “My Account” tab. Log-in using your abbreviated Scripps College email address (i.e., ssmith@scrippscollege.edu; not susan.smith@scrippscollege.edu) password is your 8-digit Scripps ID number beginning with the number 2. *If you are unsuccessful logging in, go to “Create an Account”.*

To make a reservation:

- Click on the “Reservations” tab and select “Web Reservation Request” to start your room request.
- Follow the instructions on the website (point by point) to complete your request for a room and selection of resource services needed for the event. Click “Submit Reservation” at the bottom of the page.
- Your room request is not confirmed until you receive an email confirmation from the reservation scheduler (within 2 business days). The space is held until confirmed.
- Cancellation of bookings and resource services should be made immediately when the facility and/or services are no longer needed (*see VEMS instructions*).

If you have any questions about VEMS navigation, please contact the Public Events and Community Programs office at extension 78508, or send email to events@scrippscollege.edu. If you encounter any technical problems, contact help@scrippscollege.edu.

Requests to use Scripps facilities for non-college sponsored events must be submitted in writing to the Public Events and Community Programs office at events@scrippscollege.edu. Staffing fees may apply.

Arrangements to obtain keys for reserved facilities may be made through the Public Events and Community Programs office in Seal Court.

RESERVING SPACES AT THE MALOTT COMMONS: The North and South Meeting Rooms and Stewart Court are reserved through Dining Services at extension 72977 or 73841. The Hampton Dining and Living Rooms, Seal Court, and Holden Court are reserved through Virtual EMS (VEMS). You may also contact the Public Events and Community Programs office at extension 78508 for information about these spaces.

Facility

- Hampton Living Room
 - Reception – capacity ~50 (with living room furniture removed)
 - Dinner seating – capacity ~30 (with living room furniture removed)
- Hampton Dining Room
 - Lecture seating – capacity ~150 (with partition in place) or ~275 (when dining and living rooms are combined)
 - Dinner seating – capacity ~115 (with partition in place) or ~175 (when dining and living rooms are combined)
- Holden Court (north courtyard) – event capacity ~250
- North and South Meeting Rooms – seating capacity ~24 each room (~48 when rooms are combined)
- Sear Court (outside mailroom) – event capacity ~250
- Stewart Court (lower level) – event capacity ~100

Reservations made through VEMS should include any notes regarding set-ups of the facility. For assistance arranging room set-ups, please contact the Public Events and Community Programs office at extension 78508; for media services equipment, please contact Media Services at extension 73193; for catering/food service, please contact extension 79297.

GARRISON THEATRE AND BOONE RECITAL HALL: Reservations for Garrison Theatre and Boone Recital Hall must be made through the Assistant Director of Public Events by written request to events@scrippscollege.edu. Please include exact dates, program times, anticipated attendance, furniture or AV needs, sponsoring department, email, phone number and fax number. You may also call the Assistant Director's Office at extension 18187 to discuss details or special needs. Your request is not confirmed until you receive an email confirmation from the reservation scheduler (within 2-3 business days). Staffing fees may apply.

CAMPUS CONFERENCE FACILITIES: Conference facilities are available June 1 through July 31 only. For information about holding a conference, seminar or other special event on the Scripps campus, please contact the Assistant Director of Public Events at extension 71870.

MUSIC FACILITIES:

Practice rooms are available for faculty use when not reserved by students. Hours during the school year: 7:00 a.m. to 11:30 p.m., seven days a week.

Glanville Music Library contains tapes, compact discs, DVDs, scores, some books on music, and electronic equipment for playback purposes. Most scores and books may be checked out; compact discs, records, tapes, videos, DVDs and electronic equipment may be checked out to faculty for classes and study. Hours during the school year: 8 a.m. to 5 p.m., Monday-Friday; and, Monday, Tuesday, Wednesday, Thursday and Sunday evenings, 7 p.m. to 10 p.m. Any questions regarding use of the equipment may be directed to the person on duty. Evening and weekend hours are subject to the availability of student workers, and vary each semester. Check with the Music Department Office at extension 73266.

Boone Recital Hall and Garrison Theatre (see previous section).

SCRIPPS COLLEGE

2.3 LIBRARIES

The Claremont Colleges Library serves the five undergraduate colleges and the two graduate institutions. Librarians work with faculty to develop library collections and to facilitate effective use of those collections by both faculty and students. The library's resources include approximately two million volumes; access to articles in over 50,000 journals; hundreds of databases providing ready access to a variety of bibliographic, full-text, and multimedia information; and media such as DVDs and CDs. The Claremont Colleges Digital Library provides access to a growing number of digital collections from the Colleges as well as from library Special Collections. Scholarship@Claremont provides a digital repository for both faculty and student work. The library catalog (Blais) and other online resources are available from the library website: libraries.claremont.edu.

Honnold/Mudd Library, located between 8th and 10th and Columbia and Dartmouth, houses both general and special collections in the arts, humanities, sciences, and social sciences. The main book collections, media, and some browsing periodicals are held in Honnold/Mudd. A small collection of books and most of the paper journals are housed in the CUC Records Center, located at 2038 W. 11th Street in Upland.

In addition, the collections of a number of affiliated institutions are available to the faculty members and their families:

<u>Library</u>	<u>Emphasis</u>	<u>Location</u>
Denison Library Scripps College archives,	Special Collections, Women's Studies	Scripps campus, Columbia at 11th Street
George G. Stone Center	Children's Literature	740 N. College
Rancho Santa Ana Botanic Garden	Botany	1500 N. College
Claremont School of Theology	Religion	Foothill at College

Information on the library website explains services available, including reciprocal faculty privileges at other colleges and universities. Ask at a Service Desk in Honnold/Mudd Library or visit the library website (libraries.claremont.edu) for details on services and collections.

SCRIPPS COLLEGE

2.4 ASIAN AMERICAN STUDIES, AFRICANA STUDIES, AND CHICANO/LATINA STUDIES

ASIAN AMERICAN STUDIES: The Intercollegiate Department of Asian American Studies at The Claremont Colleges (IDAAS) offers a rigorous, multidisciplinary major that emphasizes social justice, critical thinking, and innovative analysis of the history, society, and cultural production of Asians in the United States, within both multiracial American and transnational contexts. The curriculum provides students with a comprehensive grounding in a range of thematic, theoretical, and methodological approaches within Asian American studies. The major integrates theory and practice through community work and sustained and focused inquiry in the senior thesis. In consultation with an IDAAS adviser, students take core interdisciplinary courses in Asian American studies and select appropriate courses in a range of disciplines throughout the five colleges. The program seeks to prepare students for various careers in the community, private or public, along with graduate work. Both a full major and a joint major are available, and interested students should consult with advisors on the most important course of study. Faculty teaching Asian American Studies courses are appointed individually at one or another of The Claremont Colleges.

AFRICANA STUDIES: The Intercollegiate Department of Africana Studies offers a multidisciplinary curriculum that examines the experiences of African, African American and Caribbean people from the liberal arts perspective. The Africana Studies curriculum helps to unify an important area of intellectual investigation and enhances appreciation of particular disciplines in the humanities and the social sciences. Courses accommodate the needs of majors and non-majors providing significant preparation for careers in education, social work, public policy, law, medicine, business, international relations, and advanced research. Faculty teaching Africana Studies courses are appointed individually at one or another of The Claremont Colleges. Information about Black student services may be obtained from the Office of Black Students Affairs.

CHICANO/LATINA STUDIES: The Intercollegiate Department of Chicano Studies offers a curriculum with a multidisciplinary approach to the study, research, interpretation, and investigation of the Chicano/Latino experience. The courses are open to all students of The Claremont Colleges. In recognizing the vital presence of Chicanos and other Latinos in the entire nation, Chicano studies provides significant preparation for students pursuing careers in education, social work, public policy, law, medicine, business, and scholarly research. Faculty teaching Chicano/Latina Studies courses are appointed individually at one or another of The Claremont Colleges. Information about Chicano/Latina student services may be obtained from the Chicano/Latina Student Affairs Center.

SCRIPPS COLLEGE

2.5 HUNTLEY BOOKSTORE

Established in 1969 with a gift from Mr. and Mrs. Earl W. Huntley, Huntley Bookstore provides essential services to the students, faculty, and staff of The Claremont Colleges. Huntley Bookstore is the source for all of The Claremont Colleges' course support materials and all course required textbooks. Textbooks are available for purchase in new or used condition or to rent during the semester. Many textbooks are available in digital format as well. The bookstore carries many academic trade and reference titles, new releases, bestsellers at 30% off, academic study aids, school and office supplies, clothing and gift items as well as magazines, snacks and soft drinks. The Huntley Computer Department provides both Apple and PC hardware and software at academic pricing as well as a complete selection of computer supplies and peripherals and repair services for Apple Computers.

Huntley is open year round and you can visit the store 24/7 by going to www.claremont.bkstr.com.

Located at 175 East Eighth Street, Huntley Bookstore hours are 8:30 a.m. to 6:00 p.m., Monday through Thursday, 8:30 a.m. to 5:00 p.m. Fridays, and 10 a.m. to 5:00 p.m. on Saturdays. Summer hours are 8:30 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. The bookstore may be reached by phone at (909) 607-1502 and by fax at (909) 621-8454. You may also e-mail the Director, Angus MacDonell, at angus_macdonell@cuc.claremont.edu.

SCRIPPS COLLEGE

2.6 SAFETY COMMITTEE OF SCRIPPS COLLEGE December 1995 Revised February 2006

The Safety Committee exercises general authority and supervision of the Scripps College Injury and Illness Prevention Program as mandated by the state of California SB 198.

CHARGE:

1. To become and remain informed about the Injury and Illness Prevention Program, general industry safety orders, and safety training at the College.
2. Assure that the College's system for identifying, evaluating, and preventing occupational safety and health hazards is in place including:
 - a) safety inspections to verify compliance with codes of safe practice,
 - b) safety booklets are widely distributed,
 - c) employee safety training is provided and documented for new and existing employees,
 - d) effective communications with employees regarding safe working conditions is established.
3. Coordinate implementation of safety programs with other Claremont Colleges.
4. Review of work-related injuries and illnesses that have occurred at the College, as they may inform policies on safety or facilities changes.
5. Review all employee suggestions from the suggestion box.

COMPOSITION OF COMMITTEE:

Chair
Dean of Faculty Office
Food Service
Staff
Information Technology Scripps
Associated Students Facilities
Maintenance
Safety Officer, CUC Human
Resources

MEETINGS:

The Committee will meet at least once each semester and as necessary to accomplish its charge.

SCRIPPS COLLEGE

2.7 INFORMATION TECHNOLOGY (IT) RESOURCES

Scripps College has a combination of presentation classrooms and computer labs to facilitate the use of technology on campus. The Scripps network supports a wide variety of software and Internet applications to be used for educational purposes and to carry out the legitimate business of the college.

Faculty Lab

Steele Hall Basement Room 1C is the location of the Faculty Computer Lab. Containing two multimedia Macs and two Dell computers, this lab has both black and color printing, as well as a scanner and slide scanner. Faculty can access this lab 24/7 with their SAM key. The lab houses our IT-FITS (Faculty In-Office Technology Support) program to facilitate faculty use of information technology to enhance teaching, learning, and professional development. See the IT-FITS web page at:

<http://www.scrippscollege.edu/campus/it/it-fits/index.php>

Faculty Laptops

Faculty may reserve a PC or Mac laptop for the weekend or business trip. Contact IT at ext. 73406 for more information, or send email to Help@scrippscollege.edu to place a reservation. A list of the equipment can be found on this web page:

<http://www.scrippscollege.edu/campus/it/laptop-resources.php> .

Smart Classrooms

All of our classrooms are “smart,” meaning that each has a computer connected to the network, with CD, VCR, all-region DVD player, and data projector. The Humanities Auditorium, with seating for over 200, also has SVHS-VCR, audiocassette with recording function, and 16mm with fully integrated audio. These rooms are used for classes, workshops, and presentations, and can accommodate the electronic technology which is now an important component of the academic experience.

Student Computer Lab

Located on the second floor of Steele Hall, this facility contains 12 Macintosh and 18 Dell PCs that host a variety of applications and discipline specific software. Scanning and color printing are also available. Scripps students and faculty have 24-hour access to the lab with their ID card while classes are in session.

Multimedia Technical Teaching Classrooms

Located on the lower level of Steele Hall in room 5, this facility is equipped with 25 multimedia Macintosh systems. Steele Hall room 229, adjacent to the Student computer lab, is equipped with 25 Dell systems with Flat panel displays and a printer.

Art Computer Lab

The Art computer lab is located in Lang Art Center. It is available to students enrolled in computer art and multimedia studio classes.

Modern Language Lab

This lab in Humanities 122 is for use by students studying foreign languages at Scripps, CMC and HMC. It has 15 Dell and Mac computers with special language software installed. Satellite TV with international channels is also available here.

Residence Hall Computer Resources

Providing 24-hour computer access, each of the eight residence halls is equipped with at least one DELL PC, a Macintosh system and a Laser printer for student use. The computers are on the campus network and run the same software that is available in the computer lab.

Computer Network Access in Residence Hall Rooms

Scripps College provides computer connections (Gigabit Ethernet ports) in every Residence hall room. Students with personal computers can utilize this technology to connect to our LAN, which provides Internet and access to free laserjet printing. In order to connect to the wired network, students need to have an Ethernet port and cable.

Computer Network Access in Faculty Offices

Scripps College provides computer connections (Gigabit Ethernet ports) in every Faculty office. Faculty with personal computers can utilize this technology to connect to our LAN, which provides Internet and access to Scripps resources.

Wireless on Campus

The college is outfitted with campus-wide wireless access based on the latest 802.11n standard. Faculty, students and staff with wireless devices may connect to the Claremont wireless network using their Scripps provided account and password. See our Wireless web page for more information:

<http://www.scrippscollege.edu/campus/it/wireless-connections.php>

Audio/Visual (Media)Services

The Media Services office has equipment available for check-out such as overhead projectors and cameras. Should you need their services please contact them through the Media Services web page at: <http://www.scrippscollege.edu/campus/it/av/index.php> or you can connect to A/V through the IT home page.

S C R I P P S C O L L E G E

The Claremont Colleges
Policy Regarding Appropriate Use of
Campus Computing and Network Resources

An overall guiding mission of The Claremont Colleges is education in an environment where the free exchange of ideas is encouraged and protected. The Claremont Colleges make available computing and network facilities (CNF) resources for use by the Colleges' students, faculty and staff. These services are provided for educational purposes and to carry out the legitimate business of the Colleges.

The Colleges and members of the college communities are expected to observe Federal, State and local laws that govern computer and telecommunications use, as well as the Colleges' regulations and policies. You must not use campus computing or networking resources or personal computing resources accessed through campus network facilities to collect, store or distribute information or materials, or to participate in activities that are in violation of federal, state or local laws or other Colleges policies or guidelines. These include, but are not limited to, policies and guidelines regarding intellectual property and sexual or other forms of harassment.

Computing and network facilities resources users are required to use these resources within the Colleges' standards of conduct. Individuals with expert knowledge of information systems or who make extensive use of these facilities, or with a position of trust regarding these facilities will be held accountable to a higher standard.

Responsible, considerate, and ethical behavior expected by the Colleges extends to use of computing and network facilities resources, and networks throughout the world to which electronic access has been provided. These CNF resources include but are not limited to:

- Computers and associated peripheral devices;
 - Campus video cable;
 - Classroom presentation systems;
 - Voice messaging equipment;
 - Data networking equipment systems, including remote and wireless access;
 - Computer software;
 - Electronically stored institutional data and messages;
 - All other similar resources owned, controlled, and/or operated by the Colleges;
- and
- Services to maintain these resources.

Ownership

The Colleges retain absolute ownership rights of the CNF resources. Such resources are not owned by a department or by any individual. CNF resources leased, licensed, or purchased under research contracts or grants, are administered under the terms of this Policy for as long as they remain within the lawful possession or control of the Colleges. CNF resources provided to on-campus residences are also owned, operated and provided by the Colleges.

Privacy & Security

- **File confidentiality**

Your documents, files and electronic mail stored on a College-owned networked computer or server are normally accessible only by you. However, any file or document placed on a College-owned computer or network is subject to access pursuant to this Policy, and thus, should not be regarded as private or confidential. The system managers at both CINE (Claremont Intercollegiate Network Effort) and within the individual campus IT organizations have the ability to monitor traffic and directly view any file as it moves across the network, and they must occasionally do so to manage campus network resources. In short, files may be monitored without notice in the ordinary course of business to ensure the smooth operation of the network. All staff members working in information technology have clear guidelines that prohibit violations of privacy and confidentiality and, in the normal course of their work, they do not view the contents of user files or e-mail. However, you should be aware that authorized College personnel will take appropriate steps to investigate when there is a suspicion of inappropriate use of campus computing or networking resources. This may include monitoring network traffic, its contents, and examining files on any computer system connected to the network.

You should also know that all files on shared (i.e., networked) systems, including e-mail servers, are backed up periodically on schedules determined by each College. Backup tapes are preserved for lengths of time also determined by individual College operating procedures. These tapes can be used to restore files that you have deleted accidentally. This means that the files on the tapes are also available to someone else with reason and authority to retrieve them.

- **Network monitoring**

Troubleshooting on the campus network, as well as planning for enhancements, requires the collection of detailed data on network traffic. CINE regularly runs monitoring software that records and reports on the data that is transported across the campus networks. The reports include the origin and destination addresses, and other characteristics of files, including the URLs of the World Wide Web sites that are contacted. This data is accessed and used only by authorized IT staff members responsible for network performance, operations and planning. You should also be aware that many Web host machines on the Internet collect and log information about you and your identity when you visit their sites. This information may include, but is not limited to, information about the computer you are using, its address, and your e-mail address.

Many educational and business activities at the Colleges require network access to resources on the Internet. To ensure adequate bandwidth to these sites for the Colleges' primary educational and business purposes, CINE and campus IT staff may restrict the amount of traffic to particular sites and the amount of traffic of specific types.

From time to time these network monitoring activities may allow systems managers to identify individuals whose activities downgrade the performance of the campus network or a segment of the network, or which appear to violate the general guidelines for appropriate use of campus computing and network resources. In such instances, a CINE staff member or a member of your own College's IT staff may ask you to cease these activities. If you continue such activities, or if they include illegal activities, appropriate College authorities may be notified. In extreme cases, network privileges may be revoked on an interim basis pending resolution of the issue. The individual campuses determine specific corrective or disciplinary actions.

- **Passwords and Codes**

Individuals entrusted with or that inadvertently discover logins and passwords are expected to guard them responsibly. These passwords are not to be shared with others. The same policy applies to door codes for restricted-access rooms/areas. Those who need logins or door codes can make a formal request to the administrator of those codes/passwords. Passwords may be used for the purpose of security, but the use of the password does not affect the Claremont Colleges ownership of electronic information.

Access to Resources

Access to CNF resources is a privilege, which is allowed only to the Colleges' authorized personnel and students. All users must understand and abide by the responsibilities that come with the privilege of use. Such responsibilities include, but are not limited to, the following:

1. You must understand and comply with all applicable federal, state, and local laws.
2. You must not intentionally seek information about, browse, copy, or modify non-public files belonging to other people, whether at a Claremont College or elsewhere. You must not attempt to "sniff" or eavesdrop on data on the network that are not intended for you.
3. You are authorized to use only computer resources and information to which you have legitimately been granted access. Sharing your passwords with others is expressly forbidden. Any attempt to gain unauthorized access to any computer system, resource or information is expressly forbidden. If you encounter or observe a gap in system or network security, immediately report the gap to the manager of that system.

4. Each College's Policy on Harassment applies as equally to electronic displays and communications as to the more traditional (e.g., oral and written) means of display and communication.
5. Messages, sentiments, and declarations sent as electronic mail or postings must meet the same standards for distribution or display as physical (paper) documents would on college property.
6. Unsolicited mailings and unauthorized mass mailings from campus networks or computing resources (i.e., "spam") are prohibited. Each campus may have specific policies regarding the use of existing group mailing lists (e.g., all-students or all- faculty). Contact your campus IT organization for details regarding these policies.
7. Spoofing, or attempts to spoof or falsify e-mail, network or other information used to identify the source, destination or other information about a communication, data or information is prohibited.
8. You must not degrade computing or network performance in any way that could prevent others from meeting their educational or College business goals. You must not prevent others from using shared resources by running unattended processes, by playing games or by "locking" systems without permission from the appropriate system manager.
9. You must conform to laws and Colleges policies regarding protection of intellectual property, including laws and policies regarding copyright, patents, and trademarks. When the content and distribution of an electronic communication would exceed fair use as defined by the federal Copyright Act of 1976, users of campus computing or networking resources shall secure appropriate permission to distribute protected material in any form, including text, photographic images, audio, video, graphic illustrations, and computer software.
10. You must not use campus computing or networking resources or personal computing resources accessed through campus network facilities to collect, store or distribute information or materials, or to participate in activities that are in violation of federal, state or local laws.
11. You must not use campus computing or networking resources or personal computing resources accessed through campus network facilities to collect, store or distribute information or materials in violation of other Colleges' policies or guidelines. These include, but are not limited to, policies and guidelines regarding intellectual property and sexual or other forms of harassment.
12. You must not create or willfully disseminate computer viruses, worms, or other software intended to degrade system or network security. You must take reasonable steps to prevent your system from being used as a vehicle for such

actions. This includes installing system and software patches as well as anti-virus signatures files.

13. Use of CNF resources for advertising, selling, and soliciting for commercial purposes or for personal gain is prohibited without the prior written consent of the Colleges. Faculty, students or staff who have questions about the legitimacy of a particular use should discuss it with the appropriate members of the IT staff on their home campus.

14. The disclosure of individually identifiable non-directory information to non-university personnel is protected by the Family Educational Rights and Privacy Act of 1974 (FERPA). The disclosure of financial or personnel records that are owned by the Colleges without permission or to unauthorized persons is not permitted and may be prosecuted under California Penal Code 502.

15. Willful or unauthorized misuse or disclosure of information owned by the Colleges will also constitute just cause for disciplinary action, including dismissal from school and/or termination of employment regardless of whether criminal or civil penalties are imposed. It is also expected that any user will report suspected abuses of CNF resources. Failure to do so may subject the individual to loss of CNF access and/or the disciplinary action referred to above.

The respective Information Technology organization of one of the Claremont Colleges may immediately suspend service to an individual or computer found to be significantly degrading the usability of the network or other computer systems. Inappropriate use will be referred to the appropriate College authority to take action, which may result in dismissal from school and/or termination of employment.

Note: The provisions of this Policy apply to the institutions comprising The Claremont Colleges, including the Claremont University Consortium.

Approved by the Council of the Claremont Colleges 8/20/04

SCRIPPS

COLLEGE

2.8 CAMPUS SAFETY

Emergency extension – 72000 (909-607-2000) Non-emergency extension – 18170 (909-621-8170)

Campus Safety is the first responding agency on campus and is on duty 24 hours a day, year round, to help provide safety and security for students, faculty, and staff. Campus Safety staff are specifically trained and responsible for a full range of public safety services including crime reports; apprehension and arrest of suspects; enforcement of all federal, state and local laws, as well as college policies and regulations; responding to suspicious persons and activity calls; medical and fire emergencies; traffic accidents; parking and traffic enforcement; safety hazards; escort services; lost and found; and a host of related security services.

Campus Safety is located at 150 E. Eighth Street. Contact Campus Safety immediately at ext. 72000 or 909-607-2000 for any emergency on campus, or to report any danger, fire, medical emergency, crime in progress or suspicious activity/persons.

Campus Safety has staff trained in crime prevention to help provide the community with comprehensive programs promoting the reduction of crime. However, it must be recognized that ultimately each individual is responsible for his/her own safety and security.

SCRIPPS COLLEGE

2.9 COLLEGE CENTRAL CAMPUS MAIL SERVICE

Introduction: The goal of the Central Campus Mail service is to provide delivery and pickup of U.S. mail and campus originated mail to designated locations within the seven colleges, affiliated institutions and the School of Theology on a regular schedule.

Who May Use Campus Mail: Students, faculty, staff and college organizations may use Central Campus Mail for individual letters. Bulk mailings (20 or more similar pieces mailed at the same time) from registered student organizations, pertaining to campus activities will be accepted if they are properly packaged (see below). Bulk mail will be delivered on a "best effort" basis, other campus mail have priority.

THE FOLLOWING MAY NOT BE SENT THROUGH SCRIPPS OR CENTRAL CAMPUS MAIL:

1. Any package of size, weight, or girth which is unacceptable to the U.S. Postal Service, including longest length plus smallest girth exceeding 84 inches, and maximum weight exceeding 40 pounds.
2. Campus originated personal announcements, notices or advertising (e.g., house for sale, non-college owned car for sale, Kiwanis Breakfast, etc.).
3. Political announcements. A political announcement is defined as a document endorsing a candidate for public office, or endorsing or opposing any issue to appear on a ballot, or soliciting support or opposing any initiative or referendum, or soliciting signatures for a petition on a political issue.
4. Mail containing cash, stamps or negotiable documents.
5. Mail for which any special handling or delivery is required.
6. Mail for off-campus organizations or individuals which does not go through the U.S. Post Office.
7. "Chain" letters of any description or variation of same which might be classified by USPS as illegal.

REGULATIONS GOVERNING CENTRAL CAMPUS MAIL:

1. Mailing address should be marked "campus mail" and contain the recipient's name and/or department and the name of the college or central service. Insufficient address will result in delivery delays or having the mail returned to sender.

2. Envelope size must conform to U.S. Postal Service regulations.
3. "Bulk mailing" (20 or more similar pieces) must be faced the same way, grouped by building or college, as required, and bundled with rubber bands. If single sheets size 8-1/2 by 11, are used as "self mailers," they should be folded in thirds, with the address on the outside.
4. Mail marked "personal" or "confidential" is acceptable provided it is in a sealed envelope.
5. Boxes in excess of 40 pounds or 5 in number will be left at the desk, room, or in custody of the person responsible for Scripps campus mail.

Faculty-Staff Mailings: There are two methods of distributing central campus mailings to the faculty-staff of all seven colleges.

Individually Labeled - Individual mail/address labels for faculty-staff mailings may be ordered by contacting CUC Information Technology, extension 18053. After mail has been labeled, it should be bundled according to college and/or building and delivered to Central Campus Mail. Campus Mail will distribute the bundled mail to the appropriate designations.

Bulk Mail Method - The appropriate number of copies of a mailing for faculty and staff must be bundled by college building and/or department and delivered to the Scripps Mail Center. Campus Mail will deliver the bundles to the appropriate buildings. This method should be used for routine mailings. After bulk mail has been delivered to a particular building, it is much easier for the person sorting to put copies in each mail box or deliver to each person rather than to seek out individual names.

NOTE - An individual college or department, at its own option, and after delivery by Central Campus Mail, may or may not distribute campus originated mail to the recipients. Therefore, it is in the interest of the originating department to select the method which will best serve their purpose.

HOW TO USE CAMPUS MAIL:

1. Campus Mail envelopes are provided in two sizes free of charge by the Central Campus Mail Department, simply call or email the CUC Mail Center and they will deliver them the next day. These are reusable envelopes and should not be sealed. The use of these envelopes will save money for your department.
2. Deposit CUC campus mail in the mail slot marked "Campus Mail" in the lobby of the Scripps Mail Center at Seal Court, and it will be picked up and delivered by the Central Campus Mail personnel. The CUC mail is delivered and picked up only once per day, generally at noon.

SCRIPPS COLLEGE MAIL CENTER

The Scripps College Mail Center is located in the Malott Commons at Seal Court. Operating hours are 8 a.m. to 5 p.m. Monday through Friday, except during the summer when the closing time is 4:30 p.m. Each faculty member will have his/her own locked mail box at this facility. Use your Scripps ID card for after hours access.

The Mail Center will receive and send inter-campus mail, Federal U.S. mail, FedEx Express, and UPS delivery service, and will also send and receive FAX letters for faculty members (except outgoing international faxes). The Mail Center does not sell postage stamps. The last U.S. mail pick-up at the Mail Center is in the morning when the mail is delivered.

The FedEx pick-up at Scripps College is at 4:30 p.m. weekdays. The deadline for processing an outgoing FedEx shipment is 3:00 p.m. and you can find the shipping request form under the Mail Center on the Scripps website. There are several other FedEx boxes on neighboring campuses with pick-up times after 4:00 p.m.; one at 4:30 p.m. on the north side of the street at Platt & Columbia on the Harvey Mudd campus, and another at 5:00 p.m. at the pick-up box curbside in the parking lot behind Alexander Hall on the Pomona campus.

Mail which has been metered after the morning mail delivery must be delivered to the local post office by sender if you want it to be processed that day; if not, you may leave it with the Mail Center staff for pick-up the next morning.

When packages arrive at Scripps, they are scanned in and you will receive an email notification which will list the delivery details. You will receive one email for each package received. Please bring your Scripps ID card to scan for package pick-up with the electronic tracking system. We ask that you claim your package within 24 hours due to the limited storage in the Mail Center.

When perishables arrive (e.g. fresh flowers) you will be notified by email. Flowers or food packages should be picked up immediately as the mailroom has no cool storage.

SCRIPPS COLLEGE

2.10 VEHICLE REGISTRATION AND RIDESHARE INFORMATION

Cars driven or parked on the Claremont Colleges' campuses must be registered with Campus Safety. Scripps College employees are required to register their vehicles with Campus Safety within three working days of the start of employment. When registering with Campus Safety, new employees will be issued a parking permit that entitles the employee to park in designated parking lots on the campuses. Employees retain full responsibility for their vehicles and for any liability or damage claims resulting from possession or operation of a motor vehicle on campus. Vehicles not displaying valid parking permits are subject to being cited and/or towed. Each September, employees may register their vehicle on the Scripps campus during designated days set by the Human Resources Office.

Staff/faculty may park registered vehicles on any street or "A" (Faculty/Staff) parking lot on the campuses as long as they are in a legal parking space (not on red curb, etc.). Faculty cars may not park in designated student parking lots.

Faculty cars parked overnight on campus must be in a parking lot; overnight parking is not allowed on the streets unless the street is designated as a parking lot.

Fines may be imposed by Campus Safety for parking or moving violations.

Vehicles may be towed or booted at owner's expense for multiple violations. If you wish to appeal a citation, you must fill out a form available at the Campus Safety Office. You will receive notification of the Traffic Committee's decision.

A copy of The Claremont Colleges vehicle codes and fines is available from the Department of Campus Safety.

RIDESHARE PROGRAM

Scripps College offers a rideshare program with various incentives for employee participation including a daily subsidy and reimbursement of a portion of the public transportation expense. This program is designed to encourage employees to use alternative modes of transportation whenever possible in order to reduce the number of vehicles arriving on our campuses. Please contact your Office of Human Resources representative for information.

SCRIPPS COLLEGE

2.11 FACULTY IDENTIFICATION CARDS

All faculty of Scripps College are issued a photo identification card, which serves as their library card, gives access to mail boxes after hours and allows use of the faculty meal plan. You must have an activated library card in order to enter the library, as well as to check out books.

New faculty members should contact the Dean of Faculty's office for information regarding their I.D. cards.

In order to use your photo I.D. card as a library card, you must go to the circulation desk at Honnold Library where it will be activated for library use.

SCRIPPS COLLEGE

2.12 OFFICE OF THE CHAPLAINS, McALISTER CENTER

The Interfaith Office of the Chaplains guides the religious and spiritual life of The Claremont Colleges. The Office also offers opportunities for social justice projects. The Chaplains provide religious services for Christians, Jews and Muslims weekly and on major holidays, and assist students in making contact with members of their belief communities. The Chaplains are sensitive to the integration of intellectual and life choices through pastoral counseling. The Chaplains coordinate a wide range of interfaith and multicultural events and programs for Buddhist, Catholic, Christian Science, Eastern Orthodox, Hillel, Hindu, Latter-Day Saints, Pentecostal and Protestant Christian, and Unitarian students. The Chaplains are dedicated to empowering and enhancing the spiritual life of The Claremont Colleges. They are located at McAlister Center at the corner of 10th St. and Columbia Avenue.

SCRIPPS COLLEGE

2.13 OFFICE OF COMMUNICATION AND MARKETING

The Office of Communication and Marketing is the chief communication arm of the College, and, as such, is responsible for promoting, maintaining, and enhancing Scripps' image and presence in the national marketplace. The office provides a broad range of services to the Scripps community, from the design and production of a variety of printed materials to publication advice and editing services for other College offices to the writing and distribution of news and feature stories. The office also oversees the development of the Scripps Website. The office produces the alumnae magazine, the College catalog, videos, flyers, posters, invitations, and direct mail pieces.

SCRIPPS COLLEGE

FACULTY HANDBOOK

3 FACULTY INFORMATION

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- 3.2 Faculty Diversity Statement and Faculty Search Procedures
- 3.3 Conditions of Employment, Compensation and Benefits
- 3.4 Leaves of Absence
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- 3.6 Faculty Grievance Procedures
- 3.7 Procedures for Dismissal of Faculty Member
- 3.8 Faculty Executive Committee and Appointments, Promotions and Tenure Committee
- 3.9 Procedures for Establishing New Courses and Uniform Five Day Calendar
- 3.10 The Core Curriculum in Interdisciplinary Humanities Program
- 3.11 Faculty Research and Curriculum Development
- 3.12 Faculty Research and Teaching Supportive Services
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SCRIPPS COLLEGE

3.1 FACULTY ORGANIZATION

The Scripps College faculty is organized into four areas, namely 1) Arts, 2) Letters, 3) Science and Math, and 4) Social Sciences. Within each area, faculty are organized into departments for purposes related to planning, curriculum, budget and personnel. Overarching all four areas is the Core Curriculum in Interdisciplinary Humanities in which faculty from each department participate. The Core Director is elected by the faculty for a three-year term.

Each department has a chair, appointed by the Dean of the Faculty in consultation with members of the department. All chairs have responsibility in three areas: curriculum, budget, and personnel. The department chair is liaison with the Dean of the Faculty and with faculty committees. The department is especially concerned with the structure of the major, the courses to be offered in the field, and cooperation through the field committees with the other Claremont Colleges. It is the responsibility of the department chair to ensure that procedures and deadlines for senior theses are published and distributed. The department chair will also make recommendations concerning staffing to the appropriate college committees and authorities, coordinate searches for part-time faculty members and cooperate with the FEC during the search procedures to fill full-time positions. The primary responsibility of the chair is to ensure that departmental business is completed. In addition, the chair will prepare the departmental budget request for the following year, and supervise the current budget, authorizing and controlling expenditures and monitoring monthly supervisors' reports. In the case of a one-member department, the Dean of the Faculty may perform some of the functions which otherwise would be done by the chair of that department.

Meetings of the Scripps Faculty are called by the Dean of the Faculty or by written communication to the Dean of the Faculty by ten members of the faculty. At special meetings called by faculty members, no business may be discussed or acted upon except that for which the meeting is called. The Scripps Faculty meet several times each semester, usually on Thursdays at 4:15 p.m.

All faculty members irrespective of rank, the librarian, the director of the Williamson Gallery and such other persons as shall have been appointed to membership in the faculty by the Board of Trustees, shall be members of the Scripps Faculty. Only continuing full-time faculty, the librarian, the director of the Williamson Gallery, and adjunct faculty in and after their fourteenth year of service shall be voting members of the Scripps Faculty. A quorum shall be one more than one-half of the voting membership of the Scripps Faculty. Proxy voting is not permitted.

DEPARTMENT CHAIRS
 INTERDISCIPLINARY/INTERCOLLEGIATE PROGRAM CHAIRS
 2014/15 FALL SEMESTER

ARTS	Art Dance Music	T. Kim-Trang Tran Ronalee Brosterman Anne Harley
LETTERS		
	Art History Classics English French German Hispanic Studies Italian Philosophy Religious Studies	Bruce Coats Ellen Finkelppearl Aaron Matz Eric Haskell Marc Katz Marina Pérez de Mendiola Sabrina Ovan Rivka Weinberg Andrew Jacobs
SOCIAL SCIENCES		
	Anthropology Economics History Politics & International Relations Psychology	Lara Deeb Roberto Pedace Cindy Forster Thomas Kim Jennifer Groscup
NATURAL SCIENCES		
	Keck Science Dean Mathematics	Marion Preest (SCR/CMC/PIT) Christopher Towse
WRITING		
		Kimberly Drake
HUMANITIES INSTITUTE		
		Hao Huang
INTERDISCIPLINARY DEPARTMENTS/PROGRAMS		
	Feminist, Gender & Sexuality Studies Core Humanities Program	Piya Chatterjee David Roselli Andrew Aisenberg
INTERCOLLEGIATE PROGRAMS		
	American Studies Intercollegiate Dept. of Asian American Studies Intercollegiate Dept. of Africana Studies Intercollegiate Dept. of Chicana/o-Latina/o Studies Intercollegiate Dept. of Media Studies Intercollegiate Feminist Center Joint Athletics Program Joint Music Department	Rita Roberts (SCR) Hung Thai (PO) Sheila Walker (SCR) Miguel Tinker Salas (POM) Ming-Yuen S. Ma (PIT) Susan Castagnetto (SCR) Michael Sutton (CMC) Charles Kamm (CMC, HMC, PIT, SCR)

SCRIPPS COLLEGE

3.2 FACULTY DIVERSITY STATEMENT AND FACULTY SEARCH PROCEDURES

Diversity information on the composition of the regular, on-going Scripps College Faculty, fall semester 2014:

African American

1 Professor

1 Assistant Professor

Hispanic/Latino

1 Professor

3 Associate Professors

1 Assistant Professor

Asian/Asian American

4 Professors

3 Associate Professors

2 Assistant Professors

Non-Residents

0 Professors

0 Associate Professors

4 Assistant Professors

Women

16 Professors (Total Professors 28)

10 Associate Professors (Total Associates 24)

8 Assistant Professors (Total Assistants 16)

STATEMENT ON DIVERSIFYING THE FACULTY Approved by

Scripps Faculty 10/22/98

The Faculty believes that the future quality of our institution depends on our ability to achieve greater diversity. The presence on campus of a greater number of faculty from underrepresented groups would enhance the intellectual life of the college, promote intercultural understanding, and provide new kinds of role models and mentors to all our students. Diversification, moreover, would help Scripps in keeping up with the changing emphases of contemporary U.S. scholarship as well as with the current and predicted demographics of this state. Without greater faculty diversity, we cannot recruit and retain a diverse student body. Although the college has already stated its intention in this regard, this goal will not be met without active, creative and renewed commitment on the part of all of us.

We are well aware that "diversity" can be given many meanings, not all of which may be germane to our present discussions. Continuing racial and ethnic inequities in our social structure need to be addressed and the disappointing statistics on our own faculty's composition suggest that we should begin at home. Accordingly, in this proposal we limit our definition of diversification to US academics from groups traditionally under-represented in US higher education (defined Federal Government terms as African Americans, Asian Americans, Hispanic Americans and Native Americans). Though this seems to us now the most urgent task, we would assert that real diversity can only be achieved by producing an atmosphere at Scripps that will be conducive to the work and well-being of minority groups of all kinds, whether ethnic, foreign, religious or based on class, gender, sexual orientation or physical disability.

GUIDELINES FOR IMPLEMENTATION

Since the policy statement is empty unless it indicates a change in our methods of approaching searches, we offer the following proposals for procedures to implement the policy effectively. Different departments may find that some of these proposals are more appropriate to their disciplines than others, but ALL departments should find appropriate ways to ensure the diversification of their faculty and their curricula.

1. The search for the "best candidate" should be interpreted broadly to mean an individual who can best meet both the needs of academic disciplines and the College's commitment to greater diversity. This may well mean that departments should discuss their existing curricula and major requirements, the traditional objects of study that define the disciplines, and their general pedagogical goals, in order to consider whether they furnish the kind of conditions that might effectively draw minority scholars. To that end, possible changes may need to be discussed and shared with the Dean of Faculty and the FEC.
2. Departments should define positions broadly in order to attract as large a pool of minority candidates as possible.
3. The FEC, in approving the wording of position descriptions, should ensure that efforts have been made to signal our commitment to diversifying our faculty. Every job advertisement should include the boiler plate sentences:
 - a. Scripps College, a women's liberal arts college with a strong interdisciplinary tradition, invites applications.... [Approved by Scripps Faculty 12/7/2000.]
 - b. Participation in the Core Curriculum in Interdisciplinary Humanities is expected. *(To be used with every full-time, tenure-track, or multi-year job description.)* [Approved by Scripps Faculty 2/12/2009.]
 - c. The teaching load is five courses for the year, and advising on senior theses is anticipated. *(To be used with full-time replacement positions.)* [Approved by Scripps Faculty 10/19/2000.]

d. Scripps College is one of the seven members of The Claremont Colleges cluster located 35 miles east of Los Angeles. In a continuing effort to build a diverse academic community and to provide equal educational and employment opportunities, Scripps College actively encourages applications from women and members of historically underrepresented groups. [Approved by Scripps Faculty 5/6/2010.]

e. Preference will be given to applicants with a commitment to the College's goal of improving higher education for underrepresented Students. (*To be used with every full-time, tenure-track, or multi-year job description.*) [Approved by Scripps Faculty 5/8/2014.]

4. The Committee will convene prior to advertising of the position, and the Dean or Associate Dean of the Faculty will discuss with the committee how to search more actively for faculty of diverse backgrounds. This might include, but is not limited to, the following:

a. establish contact with minority caucuses and organizations so as to attract a larger pool of applicants from under-represented groups; make every effort to place the job announcement in journals and newspapers likely to reach minority candidates.

b. make personal contact with faculty in departments and universities that have a record of producing good minority scholars. One way to enhance our contacts would be to attend presentations by senior and junior minority scholars at conferences and other professional meetings. Each department should open and maintain a list of such contacts for use in any job search.

c. compile and update lists of minority candidates in various fields who have been suggested in the search process, noted at conferences, or otherwise come to faculty's attention. This list will aid not only in the search on hand but, over the long term, in future searches. These lists could be given to the Dean of Faculty for sharing with other departments.

d. explore the possibility of joint hires with the other Claremont colleges or with the ethnic intercollegiate programs across campus.

Throughout the search process the search committee will be responsible for ensuring that every effort is made to include minority candidates among the finalists.

5. Before any candidates are invited to campus, the chair of the search committee will meet with the Dean to review the composition of the applicant pool and to discuss how the final candidates were selected. Only when the Dean of Faculty is assured that maximum efforts have been made to implement the diversity policy will candidates be invited to campus for interviews.

6. The search committee and APT should work together with the Dean of Faculty to encourage greater flexibility in recruitment negotiations. For example, this might involve making special provisions to allow a candidate to complete a dissertation, or providing additional incentives in order to attract a candidate who has competing offers. The chair

of the search committee is encouraged to make extra telephone calls to a candidate who has been offered a position in order to signal our seriousness. Other faculty should be encouraged at this point to contact the candidate who has been offered a position to indicate the department's and college's wider intellectual engagement with the candidate's field.

7. As a faculty, we must be concerned not only with the recruitment but also the well-being of all faculty members. We should strive to create a climate of acceptance, trust and mutual appreciation in which all faculty members, and especially newly hired faculty, feel supported and valued. This entails not merely personal relations but the whole intellectual atmosphere of the college and asks us to move beyond passive tolerance of different scholarly or pedagogical aims to an active encouragement of a diversity of intellectual projects.

8. An open and diverse intellectual climate is crucial not only to the recruitment but to the retention of minority faculty. Hostile or even merely indifferent environments are among the main reasons why recently hired minority professors decide to leave an institution. There are, however, many things that can be done to enhance intellectual diversity at Scripps. For example, departments should consider whether their existing curricula are receptive to minority faculty and should encourage innovation and change in which minority faculty might play a distinct role and provide initiative. Extra- departmental institutions at Scripps should consider their programs in light of the contribution that minority colleagues might make and, as the Humanities Institute has done, do their utmost to bring minority scholars to campus on a regular basis. Without fostering a climate at Scripps that is, and is nationally known to be, supportive of the intellectual work of minority scholars we will have little chance of representing the college as a community that is supportive of minority scholarship. Without being able to do so, we will have much less chance of recruiting and retaining minority faculty.

9. It is imperative that the institution demonstrate unequivocal support with the appropriate resources critical to accomplishing these goals.

FACULTY SEARCH PROCEDURES Dean's Responsibilities

The Dean of the Faculty's responsibilities for faculty searches are:

1. To develop policies and procedures which assure equal access of all qualified candidates, including women and minorities, to positions on the Scripps faculty.
2. To aid search committees in their efforts to learn of potential candidates for faculty positions.
3. To initiate procedures for insuring that salaries are equitable for all persons with equal experience, rank, and responsibility, regardless of race, color, sex, national origin.
4. To publicize the policies and procedural guidelines related to faculty hiring.
5. To administer the recruitment budget.

6. To participate in the evaluation of progress made in achieving the College's diversity goals.

Faculty Search Procedures

Scripps College hires and promotes individuals on the basis of their qualifications and abilities to perform the requirements of their positions, consistent with applicable state and federal laws, and without regard to race, color, religion, gender, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition or sexual orientation.

Faculty search committees are appointed by the Dean of the Faculty, in consultation with the Appointments, Promotions and Tenure Committee whenever a vacancy exists. The Dean of Faculty Office will inform search committees of the College's commitment to diversity and the committees' obligation to conduct a thorough search in accordance with the guidelines set forth in the "Statement on Diversifying the Faculty."

The Chairman of each search committee must keep records of both the search and selection processes, including a list of the sources consulted for candidates and the credentials of all applicants for the job. Before any candidates are invited to campus, the chair of the search committee will meet with the Dean to review the composition of the applicant pool and to discuss how the final candidates were selected. Only when the Dean of Faculty is assured that maximum efforts have been made to implement the diversity policy will candidates be invited to campus for interviews.

When the search committee has selected a candidate to recommend to the Appointments, Promotions and Tenure Committee for appointment, the following information should be included in the recommendation:

1. A list of the top three candidates for the position, ranked in order by preference,
2. Sufficient explanation to assist the members of APT in making its recommendations to the President, and
3. Dossiers of the recommended candidates.

Review of Search Procedures

On all faculty appointments recommended to the Appointments, Promotions and Tenure Committee, the search procedures and the criteria used in selection of candidates are reviewed and evaluated by the Appointments, Promotions and Tenure Committee before the recommendation is transmitted to the President for action. Only when the Appointments, Promotions and Tenure Committee and the Dean of Faculty are satisfied that a faculty search committee has made active efforts to include minority candidates among the finalists will it act favorably on the recommendation of the search committee.

Appointment of Close Relatives: It is the policy of Scripps College to seek for its faculty the best possible teachers and scholars who are judged to be so in a national or international search preceding each appointment and promotion.

Consistent with this, it is the policy of the College not to discriminate against members of the same family in employment on the faculty. If each is qualified for employment, both may hold faculty appointments simultaneously.

No faculty member, dean, or other administrative officer shall vote, make recommendations, or in any way participate in the decision of any matter which may directly affect the appointment, tenure, promotion, salary, or other status, or interest of a close relative.

SCRIPPS COLLEGE

3.3 CONDITIONS OF EMPLOYMENT, COMPENSATION AND BENEFITSEMPLOYMENT:

1. The Academic year begins on Registration day. Full-time faculty are normally in residence at the College from that day until the week following graduation.
2. Normally each faculty member teaches five courses per year and spends the equivalency of one course in committee work, new course development and other professional work. According to student demand and the need of a department, faculty will supervise senior theses, independent studies, tutorials and senior studio and performance projects. A faculty member should direct no more than eight such projects per semester and have responsibility for a first readership on no more than five theses. Normally, a faculty member should have no more than fifteen advisees except at his or her own choice.
3. A full-time faculty member may not teach more than one course per semester at other institutions. It must be scheduled so as not to interfere with duties at Scripps College. It is the responsibility of the faculty member to consult the Department Chair and inform the Dean of the Faculty before such an appointment is accepted. The College recognizes, however, the value of the exchange of scholarly information and the importance of faculty consulting which may provide outside institutions with expert and objective advice and advance the competence and professional expertise of faculty members by keeping them abreast of the latest developments in their fields. The College, therefore, authorizes faculty members to engage in private consulting work providing that such work does not interfere with their primary duties to the College and does not exceed one day per week while classes are in session.
4. During the summer months, a faculty member should not make commitments for full-time employment for a period exceeding two months. Normally, the faculty member may not be remunerated through the Business Office of the Claremont Colleges for more than two months' employment or consultation (or a reasonable equivalent of time); however, when employment for a longer period is deemed by the President or the Dean of the Faculty to be in the interest of the faculty, this latter restriction may be waived.

COMPENSATION:

1. Salary for a full-time faculty, after the first year is paid in twelve equal installments from July through June. Payroll checks are issued on the 26th day of each month. Paychecks are usually sent to your campus address. However, you may elect to have your paychecks deposited electronically directly to your financial institution.

Specific information regarding payroll procedures and interpretations is available from the Payroll Department in the Administrative Campus Center (ACC) or from the Dean of Faculty's office.

2. Part-time faculty are employed and salary is paid for specific periods in accordance with individual terms of employment.

3. Federal income tax is withheld from salary in accordance with rates based on the amount of salary and exemption information furnished by the faculty member to the Payroll Department. (Form W-4).

4. Salaries – 2015/16

<u>Rank</u>		
Lecturer (per course)	With terminal degree	\$ 7,650
	Without terminal degree	\$ 6,885
Instructor	Minimum currently	\$ 0
	Maximum currently	\$ 0
Assistant Professor	Minimum currently	\$ 71,500
	Maximum currently	\$ 80,690
Associate Professor	Minimum currently	\$ 89,069
	Maximum currently	\$112,651
Professor	Minimum currently	\$ 103,710
	Maximum currently	\$ 185,000

NOTES ON SCRIPPS COLLEGE FACULTY SALARIES

I. Rank and Salary Progression

A. On April 23, 1983, the Committee of the Whole Faculty approved revisions in the period of service at the rank of Assistant Professor and the period of service within each "step" at the Full Professor level. These changes are explained below. In addition, steps within rank were eliminated except within the rank of Full Professor. Steps within the rank of Full Professor were eliminated by the Scripps Faculty on February 21, 1991.

B. The following increases are awarded at the time of promotion in rank:

at promotion to rank of Associate Professor +10%

at promotion to rank of Full Professor + 8%

C. The Board of Trustees, on the recommendation of the President, reserves the sole right in all situations to extend the "normal" period of service at a given rank and/or step and to make adjustments in the salary schedule.

D. Leaves of absence without pay may or may not be counted in determining advancement within rank. (See "Leaves of Absence", Section 3.4 for guidelines.) In each case, the decision will be made at the time the leave is granted and the decision will be recorded in writing in the letter approving a request for leave.

II. Normal Periods of Service

A. Instructor: Service in the rank of Instructor is required until the completion of the appropriate terminal degree. Appointments to the rank of Instructor are made on one-year contracts, with service at the Instructor level not to exceed two years.

B. Assistant Professor: The normal period of service in the rank of Assistant Professor is six years but not to exceed seven years. Probationary faculty (faculty members on tenure track) are normally reviewed in their third and sixth year of service. For probationary faculty, the consequences of an unsatisfactory review will be issuance of an additional one-year contract with termination of employment at the end of that year.

C. Normally, Associate Professors can expect to be reviewed for possible promotion during the eighth year of service in that rank. For tenured faculty, consequences of an unsatisfactory review will be to remain in rank. A tenured faculty member who receives an unsatisfactory review may request review again no sooner than two years after the initial review. An unsatisfactory review is one in which the President, after recommendation from the APT, determines that the individual should not be advanced or a review with which the individual does not cooperate by providing the information described in the Faculty Handbook (Section 3.5). Following a successful 8th year review at the rank of Associate Professor, promotion will take place on the following July 1.

D. Professor: No formal step system exists within the rank of full professors. Yearly salary increments will be augmented with more significant salary increases as the quality and length of service of each professor justifies.

See Faculty Handbook Section 3.5, for information regarding Accelerated Promotion. If a faculty member is granted acceleration, the salary, benefits, and time until the next normal review will be those of the rank to which the individual has been advanced.

BENEFITS: Complete details regarding the following benefits are available in the Benefits Office, Pendleton Business Building.

Deductions: The Colleges make the deductions from your paycheck that are required by law. These include deductions for FICA (Social Security and Medicare), VDI (Short-Term Disability), and withholding for federal and state income taxes. In addition, you

also may authorize other voluntary deductions, such as health or dental insurance premium(s). Your paycheck stub itemizes all deductions and provides information regarding your earnings to date.

You will claim federal and state withholding exemptions by completing the necessary paperwork when hired. If you later wish to change the number of exemptions that you have claimed, you must complete a new W-4 form. You may contact the Human Resources Office to obtain the necessary forms.

The Claremont University Center (CUC) Payroll Office annually sends W-2 forms by U.S. Mail to your home address. By law, these must be postmarked on or before January 31st of each year. In order to insure timely receipt of your W-2, remember that it is your responsibility to notify the Human Resources Office of any changes in your address.

MANDATORY BENEFITS (required by federal or state laws):

Old Age Survivor and Disability Income (OASDI)

The Colleges pay the required amount into your OASDI (Social Security) and Medicare accounts. Your portion is withheld from your paycheck as required by law.

Short-Term Disability Insurance (VDI)

A short-term disability program is administered in accordance with the Unemployment Insurance Code of the State of California. This program may provide partial compensation for wages lost while you are on an approved medical leave of absence. The program does not cover illness or injuries for which you receive Workers' Compensation benefits. Claim forms are available from your Scripps College Human Resources Representative or the Claremont University Center (CUC) Disability Administration Office.

Workers' Compensation

The State of California requires that employers provide Workers' Compensation Insurance for work-related injuries or illnesses. Under provisions of the Workers' Compensation Act of the State of California, the Colleges provide insurance -- at no cost to you -- in case of injury, illness, or death caused by your employment. This coverage provides partial payment of your salary as well as medical treatment, death benefits and certain other benefits.

All work-related injuries and illnesses should be reported to your supervisor immediately (or within 24 hours), so that an accident report can be completed. If the injury requires the attention of a doctor, your supervisor, the Scripps College Human Resources Representative, or the Claremont University Center (CUC) Disability Administrator will arrange for an appointment with a designated physician. If the injury or illness results in

an immediate hospitalization, your benefits will begin the first day you are out of work. If you are not hospitalized, there is a 3-day waiting period. After 5 p.m. Monday through Friday, and on weekends, contact Campus Safety to report an injury and to receive access to a designated physician.

ELECTIVE BENEFITS:

Eligibility and Enrollment

The below-listed “Elective” Employee Benefits are provided by Scripps and the Claremont Colleges. Eligible employees are those who are employed in regular positions at half time or more per week (30 hours or more per week for Long-Term Disability Insurance). Also eligible are those employed in temporary positions at half time or more per week (30 hours or more per week for Long-Term Disability Insurance), who work for a minimum of six consecutive months. Some of these benefits are wholly paid by the Colleges, some are paid by the employee, and the costs of some are shared by the College and the employee.

If you are eligible for benefits, you will be scheduled during your new employee orientation to attend a New Employee Benefits Orientation. As a new employee you must apply for benefits during your “Initial Eligibility Period,” that is, within 30 days of your hire date. If your date of employment is the first of the month, your coverage will become effective on your date of employment. If your date of employment is any date other than the first of the month, your benefits coverage will become effective the first day of the following month. Enrollment for benefits can be completed online at www.cuc.claremont.edu/benefits .

After your Initial Eligibility Period, your application for enrollment in, and/or changes to your existing coverage will only be accepted during an Annual Open Enrollment Period. As an exception to this rule, your application may be accepted under certain circumstances, if you experience a “life event.” Example of life events are the birth, adoption, or death of a dependent; marriage; divorce; and loss of coverage through a spouse’s unemployment. You are responsible for requesting benefits changes due to a life event; you must apply within 30 days of the effective date of your life event. For questions regarding employment benefits you may contact the Human Resources Office.

Group Life Insurance

A Group Term Life Insurance Policy is paid by Scripps College for eligible employees. Additional life insurance may be purchased by employees for themselves and their dependents. For additional information on current policy contact the Human Resources Office.

Group Health Plans

Various options for health plan coverage are available to eligible employees. These health programs provide comprehensive medical and hospital benefits to you, your dependents, your domestic partners, and your domestic partner's children. Scripps College shares the cost with you. If you choose to participate, your monthly premiums will be deducted from your paycheck in the month prior to the month of coverage on a pre-tax basis, unless you request otherwise.

You will receive (a) membership card(s) for the health plan you select.

Group Dental Insurance

The Colleges offers one dental plan. An employee may sign up for individual coverage or coverage for dependents, domestic partners or domestic partners' children. The total dental premium is paid by the employee on a pre-tax basis, unless otherwise requested.

Vision Plan

There are two levels of coverage available. The College pays the premium for the CORE Plan for the employee. The employee may sign up for dependent coverage at their cost.

Long-Term Disability Insurance (LTD)

This coverage provides a monthly benefit, after approval by the insurance company, if you are totally disabled for longer than six months and cannot "engage in any occupation for which you are reasonably suited by education, training, or experience."

Long-Term Care (LTC)

The Long Term Care program provides participating employees and eligible family members assistance with personal care from a disabling or long-term medical or physical condition. Long-term care services can include in-home care, nursing or community based care. The premium is paid by the employee and eligible family members.

Personal Accident Insurance (AD&D)

The Personal Accident Insurance Program provides participating employees and their eligible dependents with benefits in the event of death or a disability due to an accident, anywhere, on or off the job. The premium is paid by the employee.

Travel Accident Insurance

Eligible employees are covered for accidental death or dismemberment while traveling on college-authorized business. The premium is paid by the Colleges.

Employee Assistance Plan (EAP)

The EAP provides psychological counseling and referral for employees and their dependents through a network of psychiatrists, psychologists, and certified family counselors. The Employee Assistance Plan is paid fully by Scripps College.

Academic Retirement

The Colleges provide basic and supplemental retirement plans that make it possible for eligible employees to accumulate a retirement benefit.

The “basic” retirement plan is funded by Scripps College. Further information on plan benefits and eligibility may be obtained from the Dean of Faculty’s Office or from the Claremont University Center (CUC) Retirement Services Office. If you are eligible, you will be notified when you begin to participate in the basic retirement plan.

The “supplemental” retirement plan allows you to save additional funds for retirement on a tax-deferred basis. Eligible employees may participate in the supplemental retirement plan immediately upon employment with the College.

If you are retiring, you should make an appointment with a CUC Retirement Services Specialist at least 6 months before your retirement date, to discuss benefits options, and distribution options on retirement payments.

Tuition Benefit

Each of the colleges and Claremont University Center has its own tuition benefit and class attendance policy. See Section 3.14 or contact your Scripps College Human Resources Representative for further information about this program.

Automobile and Home Insurance

Group programs for automobile, homeowners, and renters insurance are available to full-time and part-time regular status faculty and staff through the California Casualty Insurance Company. Premiums are fully paid by the employee, and may be made through payroll deduction. Eligible employees may obtain information from a Claremont University Center (CUC) Benefits Representative.

Credit Union

Regular status faculty and staff members are eligible to join First City Savings Federal Credit Union. The Credit Union offers insured savings accounts as well as personal loans to eligible members. There is a membership fee, and you must open a share (savings) account to become a member. The Credit Union can arrange payroll deduction for loan payments and savings deposits. For further information call the

Credit Union at 1-800-944-2200. Please note that the Credit Union is not affiliated with the Claremont Colleges.

Faculty Housing

Although housing is the responsibility of the individual faculty member, the Dean of the Faculty maintains a file of College owned houses and other available residences for any faculty member to consult. Ordinarily, preference for College owned housing will be given to faculty below the rank of Associate Professor. This benefit will be viewed as a temporary aid in seeking more permanent housing, and shall not be available to a faculty member for more than three years. College owned houses normally rent to faculty members below market value. The annual increase in rent for College owned housing will be lower than the faculty member's salary increase.

Scripps College Disability and Family Medical Leave Policy

This policy describes the disability and family medical leaves of absences applicable to Scripps College faculty members. The features, qualifications, eligibility criteria, and terms of family and medical leave and other disability related leaves of absence are very complex. The information given in this handbook is intended to provide a general overview of these policies. If you require a leave of absence, you should contact the Dean of Faculty or the Director of Human Resources who can advise you on your specific circumstances.

Faculty members are encouraged to request any leave in writing as far in advance as possible, keep in touch with the Dean of Faculty or the Human Resources Department during any leave, and give prompt notice of any change in their anticipated return date.

Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)

All full-time or part-time employees who have been employed for at least twelve (12) months and worked at least 1,250 hours in the 12-month period prior to the leave request are eligible for family/medical care leave based on both the Family & Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") as follows:

Duration

Up to twelve (12) workweeks in a 12-month period. The 12-month period is measured on a "rolling" system, backward from the date an employee uses any family/medical care leave. California employees may be eligible for additional leave for a pregnancy-related disability. (See Pregnancy Disability Leave policy on page 3.3.12.)

Reasons for Leave

- Birth of a child.
- Placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent with a serious health condition.

- Employee's own serious health condition prevents the employee from performing his or her duties. A "serious health condition" is an illness, injury, impairment, physical or mental condition involving in patient care or continuing treatment by a health care provider, as defined under state and federal law.

Leave taken for any of these reasons will be counted as family/medical care leave under the federal Family and Medical Leave Act and applicable California laws. To the extent permitted by law, family/medical care leave shall run concurrently with any other leave to which the employee is entitled.

Leave taken for the birth or placement of a child must be taken within one year of the birth or placement.

Intermittent Leave

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition.

When leave is taken after the birth or placement of a child for adoption or foster care, an employee must generally take leave in no less than two week increments. Scripps College will, however, grant up to two requests by an employee for such leave to be taken in a period of at least one day, but less than two weeks. In addition, employees may take leave after the birth or placement of a child for adoption or foster care on an intermittent basis or reduced leave basis as set forth below under Family Care, Baby Bonding, and Reduced Work Schedule Benefits.

Leave Notice

If the need for a leave is foreseeable, the employee must provide thirty (30) days' written notice of need for the leave. If the need for a leave is not foreseeable or if it is otherwise not possible to provide 30 days' notice, notice must be provided as soon as practicable - within one or two days of learning of the need for the leave.

Medical Certification

If the leave is due to the employee's illness or to care for an ill family member, the employee must provide certification from the health care provider. If the leave is needed to care for an ill family member, the certification must contain the following information:

- a. date of commencement of the serious health condition;
- b. probable duration of the condition;
- c. estimated amount of time the employee will be needed to provide care;
- d. that the serious health condition warrants the participation of a family member to provide care.

If the leave is needed for the employee's own serious health condition, the certification must contain the following information:

- a. date of commencement of the serious health condition;
- b. probable duration of the condition;
- c. that the employee is unable to perform the function of his or her position because of the serious health condition or must be absent from work for medical treatment.

The Certification must be provided within 15 calendar days of the date Scripps College requests the certification unless the employee can demonstrate that, despite his or her good faith efforts, obtaining certification during such period was not possible. Failure to provide a timely medical certification may result in denial of a family/medical care leave.

Second and Third Medical Opinion

If the leave is due to the employee's own illness, Scripps College may require the employee to obtain a second medical opinion from a health care provider selected by Scripps College. In the event the first and second opinions differ, Scripps College may require the employee to obtain a third medical opinion from a mutually agreed-upon health care provider. The third opinion will be binding on both the employee and Scripps College. The second and third medical opinions, if required by Scripps College, will be at Scripps College's expense.

Fitness for Duty Certificate

In addition, if the employee's leave is due to his or her own serious health condition, Scripps College will require certification by the employee's health care provider that the employee is fit to return to his or her position before the employee will be restored to his or her job.

Reinstatement

With few exceptions, a faculty member who returns from an approved leave will be restored to the same or equivalent position. If, however, due to business reasons the same or equivalent position ceased to exist during the employee's leave and, had the employee not taken the leave, the employee would not otherwise have been employed at the time reinstatement is requested, Scripps College may not be required to reinstate the employee.

An employee who fails to return to work at the end of the approved leave period will be considered to have voluntarily resigned.

Benefits

Scripps College will continue the employee's insurance coverage while the employee is on family/medical care leave under the same terms and conditions as was provided while the employee was working. The employee will still be responsible for the same premiums for his or her insurance benefits as if he/she were at work. If the employee is on an unpaid leave of absence, he/she will need to send a check to the College benefits specialist for

his or her portion of the premium within the first five (5) days of each month. Failure to make timely payments may result in termination of coverage.

The maximum length of time that Scripps College will continue the employee's insurance coverage during any leave of absence is 12 months. At that time, the employee will receive notice of his or her right to continue medical benefits through COBRA. Employees who elect to continue benefits through COBRA will be required to pay all applicable COBRA premiums to continue such benefits.

If the employee fails to return from the leave, or returns to work for less than 30 days, Scripps College may recover from the employee the premiums it paid for maintaining insurance coverage during the leave period.

Scripps College will continue the employee's pension benefits under the same terms and conditions as if the employee was working, provided the employee continues to make applicable pension contributions, either through a payroll deduction or direct payment to the benefits office.

Family/medical care leave is unpaid; however, faculty members may be eligible for benefits under (i) the Claremont Colleges' VDI Short Term Disability Program, (ii) Supplemental Faculty Disability Benefits, and/or (iii) Family Care, Baby Bonding, and Reduced Work Schedule Benefits, which are described below.

Faculty members will continue accrual towards sabbatical, promotion and tenure during the total period of the FMLA/CFRA leave.

Domestic Partner Coverage

Registered domestic partners are eligible for family and medical leave under the California Family Rights Act ("CFRA") and are treated as spouses for purposes of family/medical leave. Because domestic partners are not eligible for leave under the Family and Medical Leave Act ("FMLA"), any time off taken by registered domestic partners for purposes of caring for their partner or partner's child will not be counted towards their FMLA entitlement.

Pregnancy Disability Leave

All full-time or part-time female California employees may be eligible for a Pregnancy Disability Leave ("PDL") as follows:

Duration

Employees are entitled to a maximum four (4) month unpaid leave for disabilities due to pregnancy. To the extent permitted by applicable law, for employees who work less than full-time or on alternative work schedules, the maximum amount of leave will be adjusted proportionally.

Pregnancy Disability Leave may not run concurrently with any leave for the birth or placement of a child in foster care under the CFRA. Pregnancy Disability Leave may run concurrently with leave under the FMLA and, to the extent permitted by applicable laws, with any other leave to which the employee is entitled.

Transfer

Employees who are disabled due to pregnancy may be transferred to a less strenuous position, provided that: (1) the employee requests a transfer; (2) the transfer is medically necessary; and (3) Scripps College can reasonably accommodate the transfer.

Leave Notice

Employees must provide at least thirty (30) days' advance notice before a Pregnancy Disability Leave or transfer is to begin, if the need for the leave or transfer is foreseeable. If the need for a Pregnancy Disability Leave or transfer is not foreseeable, employees must give notice as soon as practicable.

Medical Certification

Employees requesting a Pregnancy Disability Leave must provide a medical certification from their attending physician. The certification must include the date the disability began, the probable duration of the disability, and a statement that the disability renders the employee unable to perform one or more of the essential functions of her position.

Benefits

Scripps College will continue the employee's insurance coverage under the same terms and conditions as was provided while the employee was working. The employee will still be responsible for the same premiums for her insurance benefits as if she were at work. If the employee is on an unpaid leave of absence, she will need to send a check to the Human Resources Department for her portion of the premium within the first five (5) days of each month. Failure to make timely payments may result in termination of coverage.

The maximum length of time that Scripps College will continue the employee's insurance coverage during any leave of absence is 12 months. At that time, the employee will receive notice of her right to continue medical benefits through COBRA. Employees who elect to continue benefits through COBRA will be required to pay all applicable COBRA premiums to continue such benefits.

If the employee fails to return to work at the expiration of the leave, Scripps College will consider her to have voluntarily resigned and may recover the premium cost Scripps College incurred during the leave, unless she does not return due to a serious health condition or circumstances beyond her control. If the employee returns to work for less than thirty (30) days following a Pregnancy Disability Leave, Scripps College may recover the premium cost it incurred to maintain the benefits during the period the employee was on leave.

Scripps College will continue the employee's pension benefits under the same terms and conditions as if the employee was working, provided the employee continues to make applicable pension contributions, either through a payroll deduction or direct payment to the benefits office.

Pregnancy Disability Leave is unpaid; however, faculty members may be eligible for benefits under (i) the Claremont Colleges VDI Short Term Disability Program, (ii) Faculty Supplemental Disability Benefits, and/or (iii) Family Care, Baby Bonding and Reduced Work Schedule Benefits, which are described below.

Faculty members will continue accrual towards sabbatical, promotion and tenure during the total period of the Pregnancy Disability Leave.

Reinstatement

To the extent required by applicable law, Scripps College will reinstate an employee returning from a Pregnancy Disability Leave to the same position or to a comparable position.

Short Term Disability Benefits (VDI)

Although FMLA/CFRA, PDL, and other disability leaves are generally unpaid, faculty members who require time off for their own serious health condition or disability may be eligible for Short-Term Disability (“VDI benefits”) through the College’s short term disability plan. VDI payments, which generally cover a portion of the faculty member’s full salary, begin after a faculty member has been absent from work for 5 calendar days. During the 5 day waiting period, faculty members will continue to be paid their full salary. In addition, faculty members may also be eligible for faculty supplemental disability benefits, described below.

Faculty Supplemental Disability Benefits

All Scripps College full-time tenure-track or tenured faculty members who apply for and receive VDI benefits for their own serious health condition or disability are eligible for Faculty Supplemental Disability Benefits.

Scripps College will supplement faculty member’s VDI benefits for a maximum of one semester, or its equivalent. During the first 6 weeks of the faculty member’s disability leave, Scripps College will supplement the difference between the faculty member’s VDI benefits and 100% of the faculty member’s regular full-time monthly salary. For the remainder of the semester, or its equivalent, Scripps College will supplement the difference, if any, between the faculty member’s VDI benefits and 50% of the faculty member’s regular full-time monthly salary. The maximum period during which a faculty member is eligible for Faculty Supplemental Disability Benefits is one semester, or its equivalent.

Family Care, Baby Bonding and Reduced Work Schedule Benefits

All full-time tenure-track or tenured faculty members who have a disability for which a reduced work schedule would constitute a reasonable accommodation or who are eligible for FMLA/CFRA leave on an intermittent or reduced leave schedule basis are eligible for either a reduced teaching load or enhanced reduced teaching load as described in Sections 2 and 3 below.

All full-time tenure-track or tenured faculty members who have applied and been approved for FMLA and/or CFRA leave due to the birth of a child, placement of a child with the

employee for adoption or foster care, or to care for a spouse, child or parent with a serious health condition, are eligible for one of the benefits described in Sections 1 through 3 below.

1. Leave of Absence Family Care/Baby Bonding Pay

If a faculty member takes a FMLA/CFRA leave of absence due to the birth of a child, placement of a child with the employee for adoption or foster care, or to care for a spouse, child or parent with a serious health condition, Scripps College will pay 50% of the faculty member's salary for one semester or its equivalent. The faculty member will have no academic responsibilities during this period. Scripps College will extend the duration of the faculty member's FMLA/CFRA leave from 12 weeks to one semester or its equivalent.

2. Reduced Teaching Load

For faculty members wishing to take FMLA, CFRA, and/or disability leave on a reduced workload basis, Scripps College will pay 100% of the faculty member's salary and grant a one-course reduction in teaching responsibilities for one semester. The faculty member will continue all other academic responsibilities, such as advising, senior thesis supervision and committee assignments.

3. Enhanced Reduced Teaching-Load

For faculty members taking FMLA, CFRA, and/or disability leave on a reduced workload basis who (i) are the primary caregiver, or (ii) whose own illness or disability requires an enhanced reduced teaching-load, Scripps College will pay 100% of the faculty member's salary and grant a two-course reduction in teaching responsibilities for the academic year or equivalent. Faculty members who are eligible for this option may take the two-course reduction in a single semester or spread it over two semesters. Faculty members will continue all other academic responsibilities, such as advising, senior thesis supervision and committee assignments.

Faculty must submit a proposal to the Dean of the Faculty requesting the Family Care Benefit with a designation of which option (1, 2, or 3 above) they are requesting and a factual statement showing that the applicable conditions are satisfied. The Family Care benefit for the birth of a child or the placement of a child with the faculty member for adoption or foster care is only available for either the semester of the event or the subsequent semester following the event but not both.

Employment of the Disabled

Scripps College complies with the Americans with Disabilities Act ("ADA") and

applicable state and local laws providing for nondiscrimination in employment of qualified individuals with disabilities. The College also provides reasonable accommodation for such individuals in accordance with these laws.

Procedures for Requesting an Accommodation

If you are disabled and require a reasonable accommodation for your disability, you should notify the Dean of Faculty and Human Resources of your need for reasonable accommodation. In order to assess your request for reasonable accommodation, the College may require you to provide a certification from your health care provider that sets forth the nature of your impairment and specific limitations.

It is Scripps College's policy to engage in the interactive process when an employee or applicant requests a reasonable accommodation or when the need for such accommodation becomes apparent. The "interactive process" refers to discussions between an employer and the employee regarding the individual's limitations and possible reasonable accommodations under the ADA.

Leave as a Reasonable Accommodation

In addition to leave under FMLA, CFRA and/or PDL, you may also be eligible for leave as a reasonable accommodation due to your own disability. The analysis of whether a leave of absence constitutes a reasonable accommodation under the ADA must necessarily be made on a case-by-case basis. If you believe you require a leave as a reasonable accommodation for your own disability, please notify the Dean of Faculty and Human Resources.

Faculty: Approved 02/14/2008

SCRIPPS COLLEGE

3.4 LEAVES OF ABSENCE

Sabbatical Leaves: See Faculty Handbook, Section 3.23, Sabbatical Leaves, for information.

Other Leaves: Scripps College recognizes that its faculty, in the normal period of their active duties, may sometimes find it necessary to apply for leave from their responsibilities to the College.

Professional and Personal Leaves: Application for leaves of absence for professional and personal reasons (e.g., travel, research, public service, study or teaching at another educational institution) should be directed to the President through the Dean of the Faculty and Committee on Appointments, Promotions and Tenure. The chair of the faculty member's department must submit a letter to the Dean stating the impact of the proposed leave on the department and affiliated programs. Leaves without pay for a semester or a year may be requested and granted without regard to rank or term of service, but no combination of sabbatical leave and leaves without pay can exceed two years of continuous absence. It is expected that faculty members will return for at least one year after a leave. Leaves for personal or professional reasons will normally defer eligibility for promotion or tenure for the period of the leave, but the College, at its discretion, may consider promotion or tenure at the customary time. The College does not normally continue to pay its portion of the employee's benefits during unpaid leaves. However, in the case of those who receive an academic position, grant or fellowship support, the College will continue to pay its portion of the employee's benefits during this professional leave.

Faculty wishing to have time spent on personal leave credited to next sabbatical or to promotion must submit this request in writing to the Appointments, Promotions and Tenure Committee at the time the request for personal leave is made. A recommendation from the Appointments, Promotions and Tenure Committee must be approved by the President and by the Board of Trustees.

Course replacements for faculty leaves are not automatic. Department chairs are required to complete a "*DEPARTMENTAL REQUEST FOR COURSE REPLACEMENT FORM*" and submit this to the Faculty Executive Committee for approval.

Faculty Disability and Family Medical Leaves (including pregnancy and childcare): See Faculty Handbook, Section 3.3, *Scripps College Disability and Family Medical Leave Policy* for information.

SCRIPPS COLLEGE

3.5 APPOINTMENTS, PROMOTIONS AND TENURE PROCEDURES

I. A. FUNCTION OF THE APT COMMITTEE

The primary function of the Committee on Appointments, Promotions and Tenure is to recommend to the President of the College candidates for appointment to the faculty and promotions within the faculty. The relevant sections of the By-Laws of Scripps College are Faculty Handbook 1.2, Article VI.

The APT shall recommend appointments and reappointments only after careful review of the candidate's qualifications and experience. Faculty positions and promotions within faculty positions shall be reserved for those who have given clear evidence and continuing promise of excellent teaching ability, professional achievement, and general service to the College.

B. FUNCTION OF THE DEAN

1. It is the responsibility of the Dean of Faculty to oversee the administration of APT policies and procedures as outlined below and to fulfill the Dean of Faculty's duties and responsibilities as set forth.

2. In the case of the absence or inability of the Dean of Faculty to carry out these responsibilities, one or more members of the faculty will be appointed by the President, in consultation with the APT, to carry out these duties for the duration of the absence or inability.

II. CRITERIA FOR APPOINTMENT, RENEWAL OF CONTRACT, AND PROMOTION

A. Effective Teaching. Scripps College emphasizes, above all, the teaching ability of its faculty. Effective teaching is best defined in the context of particular situations and the individual capabilities of the teacher. An effective teacher has certain readily discernible characteristics including a thorough and demonstrable knowledge of the relevant field and recent developments in it, the ability to present that knowledge systematically and coherently, and the ability to develop new and original curricular concepts. Given its centrality to the college's curriculum, it is essential that a faculty member have demonstrated a capacity and willingness to teach in the Core Curriculum in Interdisciplinary Humanities. The effective teacher communicates enthusiasm for the subject to the students and challenges them to increase their capacity for independent thought. It is important that the faculty member be regularly available to the students on campus. As part of the evaluation process of teaching skills, various evidence will be used including testimony from individual colleagues

and individual students as well as the standardized student evaluation forms which are used regularly by all Scripps faculty.

Because teaching effectiveness is of primary importance, decisions about promotion and tenure at Scripps depend upon a thorough and accurate knowledge of effective teaching and professional competence. Reliable evaluations depend on first-hand evidence from colleagues as well as students who are in a position to base their comments on a direct experience of the faculty member's teaching.

1. Well-informed colleagues are good judges of effective teaching. It is the responsibility of the faculty members under review to assure that at least two Scripps colleagues who have recently observed their classes and discussed aspects of their teaching in different courses can provide letters of teaching evaluation to the APT committee.

2. Faculty members are required to follow agreed upon procedures for the distribution and return of course and advising evaluation forms. These forms are to be used for the faculty member's own information and guidance, and as a part of regular review procedures. They will become a part of their permanent records in the office of the Dean of the Faculty and will automatically be available to the APT for purposes of review and promotion. At the time of the APT review, additional evaluations will be sought directly from students according to the process outlined in Sections 3.5, VI, B.1 and B.2. Access to the evaluation forms by faculty members outside APT will be given by the Dean only upon consent of the faculty member.

Senior Thesis. Advising and reading of senior theses are additional valued elements in teaching at Scripps College, which will be taken into consideration by the APT in its deliberations. If there has not been sufficient opportunity to supervise senior theses, this will not affect the assessment of a candidate's teaching record. However, the weight, if any, given to the advising and reading of senior theses may differ in each review as the number and types of theses in a given department is variable.

Effective Advising. Academic advising is also considered an integral part of teaching at Scripps College. To fulfill adequately the role of advisor, a faculty member is expected to have a working knowledge of the academic rules and regulations of the College, be receptive to and supportive of academic concerns of students, and as specified by the faculty advising codification, be accessible to students during specific periods and be informed about available resources at Scripps.

B. Professional Achievement. Through professional achievement faculty become part of the academic community at large. All faculty are expected to contribute

significantly to the advancement of their discipline or area. It is expected that professional engagement will contribute to teaching as well as to the intellectual life of the College. For an initial appointment, strong promise of contribution in the area of professional achievement is required. For contract renewal, strong evidence of progress toward the requirements for tenure is required. For tenure, evidence that the candidate has made a significant contribution to her/his discipline or area, and shows promise of continuing to do so, is required. For promotion to Professor, evidence of significant continued contributions to her/his discipline or area is required.

Professional achievement is demonstrated in a variety of ways. Publications, original art productions, exhibits, and performances, and digital work which bring professional and public recognition are the most common means. In those disciplines where written work is the norm, books, chapters, and articles in refereed journals are the most desirable evidence of professional achievement. For all disciplines, conference papers, other unpublished manuscripts, public lectures, participation in the life of one's professional associations, and other presentation of one's work may supplement the first category of evidence. A significant program of on-going work is expected.

As part of the evaluation process of professional achievement, various methods of evaluation will be used, primarily the reports of experts in the field. The candidate's own evaluation of her/his accomplishments to date and plans for the future is an essential component and will be carefully evaluated. The evidence should support a conclusion that the candidate produces, and will continue to produce, original, high quality work that advances her/his field. It is the significance and the quality, rather than the quantity, of a faculty member's professional achievements that are of primary value to the College.

C. Service to the College. The College is a self-governing, close-knit community which depends upon the active service of all of its members. Each faculty member is expected to make significant and consistent contributions in service. Willingness and ability to work closely and well with colleagues are essential. Governance of the College is of central importance, and primary attention will be given to this in assessing the faculty member's service.

Participation in collegiate and inter-collegiate programs is also a valuable contribution to the intellectual life of the College, and to that of the Claremont cluster. The College further values engagement with the expanded community, through alumnae and development activities. It is understood that faculty may differ in the ways they contribute, making a contribution appropriate to their talents.

As part of the evaluation process of service to the College, various evidence will be used including that of departmental and College governance posts held,

the testimony of colleagues and students, and the faculty member's own self- evaluation. This evidence should attest to the high quality of the individual's contribution.

D. Keeping in mind that tenure involves a lasting mutual commitment, the College's obligations to its students and the academic community in general demand that it exercise its responsibilities rigorously. The College seeks to add to its community only those who are effective and productive in each of the three areas of Teaching, Professional Achievement and Service. Given the small size and close-knit nature of the College, an outstanding ability to contribute in one area cannot compensate for inadequate contributions in other areas. The College desires to add to its faculty those who will develop the institution's potential beyond meeting the minimum requirements for promotion and tenure.

The criteria employed by the APT, the President, and the Board of Trustees are guided by accepted professional standards governing appointments, reappointments, and promotions. The procedures used by the APT in its review of candidates and the procedures available in the College for appeal are designed to give the individual faculty member the utmost assurance of the College's commitment to confidentiality, equity, and academic integrity.

III. APPOINTMENT PROCEDURES

A. At the earliest possible date each academic year the Dean of the Faculty shall notify APT of all vacancies and new positions.

B. Upon receipt of instructions to undertake a search, the APT in consultation with the Dean of the Faculty will determine the membership of the search committee. Normally, the search committee will include all current full-time tenured and tenure-track faculty members of the hiring department at Scripps. If appropriate, other faculty may be added to the committee. For all tenure track positions, the search committee will include one tenured member of the faculty who is not from the hiring department or program. (Amended 2/14/2008) All search committees for full time positions require a minimum of three faculty members.

C. Searches for tenure track and full-time term positions of duration exceeding one year must be nationally advertised except in the special case of an authorized Target of Opportunity Hire (TOP). The procedure for requesting authorization of a TOP is outlined in Section 3.5, p. 16. Advertising for all other searches may be geographically limited, with the prior agreement of the APT.

D. Equal opportunity procedures must be followed in faculty appointments. The Chair of each search committee will be provided by the Dean of Faculty with a packet containing equal opportunity guidelines and relevant materials and will

serve as the equal opportunity representative. The intercollegiate departments of Women's Studies, of Asian American Studies, of Black Studies, of Chicano Studies, as well as the relevant departments at the other Claremont Colleges, shall be notified of all openings. (Amended by Faculty, February 14, 2008)

E. Finalists for all positions will be given a copy of the appointments, promotion and tenure procedures of the College.

F. Each search committee must provide the APT with a report summarizing the search process and a rank ordering of candidates. The candidates' vitae will be attached to this report. The APT in turn will forward to the President its formal recommendation. Such a recommendation constitutes APT's assurance to the President that in its judgment correct procedures have in fact been used, including careful attention to affirmative action, and that the final candidate's qualifications meet the criteria prescribed in the By-Laws.

IV. RANKS

A. PART-TIME TEACHING APPOINTMENTS

Scripps College makes appointments to part-time teaching positions of three courses or fewer or to half-time positions of three courses plus limited departmental theses and/or advising. Most of these appointments are temporary and do not carry the possibility of tenure, while a few are probationary and do carry the possibility of tenure.

1. Temporary Part-Time Appointments

Tenure is not a possibility in temporary positions. Temporary faculty also do not receive appraisals of their work at the end of their contract periods, although they may be reviewed at any time by the Appointments, Promotions and Tenure Committee.

a. Lecturers

Lecturers are appointed by the President upon recommendation by the Appointments, Promotions and Tenure Committee and the Dean of the Faculty. Appointment is made on an annual basis. Should appointment be extended beyond three years, a review of the faculty member's teaching ability will be conducted by the Department before the extension is made and in every subsequent third year of appointment. Lecturers are paid on a per-course basis. They are responsible for teaching the courses assigned to them, but they have no responsibilities for advising or service to the College (committee work or other service.)

They are eligible for the following benefits: access to the faculty grievance procedure; and receipt of employment benefits, including membership in the Academic Retirement Program, under specific conditions (normally, a lecturer must teach a minimum of two years before she or he is eligible for academic retirement). See Faculty Handbook 3.5, section V, subsection A for review procedures.

b. Teaching Assistants

Teaching Assistants are graduate students who are hired to assist Scripps College faculty in the Assistants' field of specialty. They are not accorded faculty status at Scripps College. They are appointed by the Dean of Faculty upon consultation with and recommendation from the chair of the appropriate department. Appointment is made on an annual basis, normally not to exceed three years of service. Teaching Assistants are paid on an hourly basis. They may not assign grades in their courses but will work with a faculty adviser who will oversee the assignment of grades. Teaching Assistants have no responsibilities for advising or service to the College. They are not eligible for faculty benefits except that they have access to the Faculty Grievance Procedure, and appropriate employment benefits are arranged for each Teaching Assistant by special agreement between Scripps College and their graduate school.

c. Visiting Faculty

Part-time visiting faculty members may be given the rank of Lecturer or a visiting professorial rank, depending on their previous experience. They are appointed by the President upon consultation with and recommendation from the appropriate department, the Appointments, Promotions and Tenure Committee and the Dean of the Faculty. Appointment will usually be for a period of one year, but it may be extended for a maximum of one more year without altering the original agreement for temporary service. Part-time visiting faculty members are eligible for faculty benefits accorded to Lecturers. The College will consider making special arrangements if they are necessary to maintain benefits at the faculty member's home institution. (updated 9-11-14)

d. Part-Time Senior Lecturer Appointments

Faculty members may be appointed to the rank of "Senior Lecturer" if they have taught at least half-time at Scripps College for a minimum of 14 years (whether consecutive or not), possess a terminal degree in their field of study, and show clear evidence of effective teaching, professional achievement, and general service to the College. Part-time faculty are appointed to the rank of Senior Lecturer by the President, upon consultation with the appropriate department, the Appointments, Promotions, and Tenure Committee, and the Dean of Faculty. They serve at the pleasure of the department and must fulfill basic departmental responsibilities such as teaching required courses, advising, and, in some cases, reading senior theses. Part-time faculty who believe they have fulfilled the above requirements and wish to be appointed to the rank of Senior

Lecturer should so inform the department chair and the Dean of Faculty. Evidence of fulfillment of these requirements plus a letter of recommendation from the department chair will be examined by the Appointments, Promotions, and Tenure Committee and a recommendation will be forwarded to the President. The appointment of Senior Lecturer may be made for a period of 1 to 3 years, contingent upon departmental needs, with the possibility of renewal of contract. Should reappointment be approved, a review of the faculty member's teaching, scholarly and/or creative activity, and service to the College will be conducted by APT before the extension of contract is made. Senior Lecturer status accords the right to vote in full faculty meetings. Voting in departmental meetings is reserved for full-time faculty though the opinions of Senior Lecturers on departmental issues should be solicited. Senior Lecturers are eligible for the same faculty benefits accorded to Lecturers. See Section 3.5 V.A. for review procedures.

2. Probationary Part-Time Appointments

In exceptional circumstances, tenure is a possibility in part-time probationary appointments. It will be awarded in relation to the criteria found in Section 3.5II and 3.5VI of the Faculty Handbook. (It should be noted that faculty members appointed according to the Option I agreement are not considered part-time faculty. They are full-time, probationary members of the Scripps College faculty who teach both in their respective departments at Scripps and in the intercollegiate departments of Women's Studies, Asian-American Studies, Black Studies, or Chicano Studies.)

Part-Time Faculty at Professorial Ranks

Part-time probationary faculty are appointed at professorial ranks and in the same manner as full-time probationary faculty: that is, by the President upon recommendation of the Appointments, Promotions and Tenure Committee with concurrence of the Dean of Faculty and approval of the Board of Trustees. Initial appointment is normally for three years, and reappointment including tenure is contingent upon receiving positive reviews in the Appointments, Promotions and Tenure process. They are responsible for advising and service to the College as well as for teaching. They are eligible for full faculty benefits: faculty travel funds; tuition remission as defined in the Faculty Handbook (Sec. 3.14) with the understanding that no single dependent be eligible for Scripps tuition benefit from more than one Scripps faculty member; access to the faculty grievance procedure; and receipt of employment benefits, including membership in the Academic Retirement Program under specific conditions. A full explanation of employee benefits, including academic retirement, is included in Section 3.3 of the Faculty Handbook. Part-time probationary faculty may occasionally be appointed as members of a teaching team in which the two members of the team are hired jointly to fill one full-time position. They are appointed by APT procedure in the same manner as other part-time probationary faculty and are eligible for the same benefits. Together they are responsible for the equivalent of one faculty member's just load of advising and service to the College as well as for teaching.

B. FULL-TIME TEACHING APPOINTMENTS

1. The title Visiting Assistant Professor may be granted to full-time term appointments who hold the Ph.D. or appropriate terminal degree. Term appointments are non-tenure track appointments of limited, specified duration. Full-time term appointments shall not exceed six years total cumulative service. Those without the appropriate terminal degree shall be appointed at the rank of Visiting Instructor.

2. Instructor. Appointments to the rank of Instructor are made on one year contracts, with service at the Instructor level not to exceed two years. Such appointments are made for persons who are working toward a terminal degree. Service as an Instructor before attaining the Ph.D. or other equivalent terminal degree normally is not calculated in the tenurial or sabbatical decisions.

3. Assistant Professor. For a tenure-track position, the normal period of service in the rank of Assistant Professor is six but not to exceed seven years. On the basis of prior service, a shorter probationary period may be negotiated at the time of appointment. Faculty members on tenure track are normally reviewed in their third and sixth year of service. An unsatisfactory review will result in termination of employment at the end of the following year.

4. Associate Professor. Normal period of service in the rank of Associate Professor is eight years with review for promotion in the eighth year. An Associate Professor who receives an unsatisfactory review for promotion to Professor may request a review again no sooner than two years after the initial review. In such a case, the Associate Professor must notify the Dean of Faculty in writing no later than the first Monday in April of her/his intention to stand for promotion to Professor during the following academic year. (Faculty Meeting 10/12/2006)

Initial appointment at this rank is contingent upon length and excellence of service elsewhere. Such an appointment is normally made for three years with a tenure decision in the second year.

5. Professor. Initial appointment as Professor is contingent upon appropriate length and excellence of service elsewhere. Except under extraordinary circumstances, tenure will not be granted until after the first year of service at Scripps. Such a decision will not be made before March 15 of that year.

6. Conferences with the Dean. Each probationary faculty member will have an annual conference with the Dean of Faculty in which teaching, professional aspirations and accomplishments, and service to the College will be discussed. Each tenured faculty member will meet with the Dean at least once every four years to review their professional progress and teaching evaluations. A written record of the review will be generated by the Dean of the Faculty and approved by the individual professor. In the case of tenured professors, if no memo of understanding can be reached APT must conduct a full review covering all three criteria of teaching, professional activity, and service.

V. TIMING OF REAPPOINTMENTS AND PROMOTION. By the first meeting of the APT in the Fall semester the Dean of the Faculty will furnish APT with the names of those faculty to be reviewed that year.

A. Part-Time, Non-Probationary Faculty

Part-time faculty will be reviewed every three years. Such reviews will be undertaken by the Departments in which such individuals work. The gathering of all relevant information needed for the review will be the responsibility of the Department Chair and the individual under review. A Departmental recommendation signed by all full-time members of the department will be submitted to the Dean of the Faculty. Minority reports are acceptable. The Dean will present the APT Committee with all compiled materials for consideration and recommendation to the President.

B. Term Positions

Individuals appointed to faculty positions for fixed and/or part-time terms may or may not have their contracts renewed upon termination, depending upon their performance and the needs of the College at the time their contracts terminate. Such positions are not tenure track. Term appointments are non-tenure appointments of limited, specified duration. Full-time term appointments shall not exceed six years total cumulative service. Accordingly, the following provisions (Faculty Handbook 3.5, section V, subsection C) relating to reappointment and non-reappointment and promotions do not apply to individuals with fixed term contracts.

Individuals appointed to these faculty positions will be reviewed every three years. Such reviews will normally be conducted by the Departments in which such individuals work. In that case, the gathering of all relevant information needed for the review will be the responsibility of the Department Chair and the individual under review. A Departmental recommendation signed by all full-time members of the department will be submitted to the Dean of Faculty. Minority reports are acceptable. The Dean will present the APT Committee with all compiled materials for consideration and recommendation to the President. The individual may elect to have the review carried out by the APT, in which case gathering the relevant information will be the responsibility of the Committee. The APT will follow the procedures for review of continuing faculty. An individual on a term contract who is a candidate for a tenure-track position at Scripps must be reviewed by the APT rather than the Department, and the review should be carried out as early in the year as practical. If the review is carried out by the APT, the Dean of Faculty or the President will convey a summary of the review to the Department in a timely and appropriate manner.

C. Tenure Track Positions

1. A review will take place in the third year of an initial 3-year or 4-year contract. The options available are (a) a new contract normally of three or four years' duration; (b) a contract for a terminal year. In extraordinary cases APT, upon recommendation of the Dean of the Faculty, may decide to review a faculty member in the second year of an initial three-year contract.

2. A faculty member who is awarded a four-year contract in a tenure track position following a positive review will be reviewed in the third year of that contract. The options available at the time of this review are (a) recommendation for promotion and tenure effective on the following July 1; (b) termination at the end of the contract.

3. Associate Professors are normally reviewed for promotion to the rank of Professor during the eighth year in rank. An Associate Professor who has been denied promotion after eight years may request a review again no sooner than two years after the initial review. In such a case, the Associate Professor must notify the Dean of Faculty in writing of his/her intention to stand for promotion to Professor no later than the first Monday in April in the year prior to review.

i. Voluntary Delay of Promotion to Professor

An Associate Professor may request a one year delay of the normally scheduled review for promotion to Professor. If, during the following academic year, an Associate Professor requests an additional one year delay, the Dean of Faculty will schedule a conference with the Associate Professor to discuss the matter. Following two requests for a one year delay of review to Professor, an Associate Professor will not be reviewed for promotion until she or he notifies the Dean of Faculty in writing of her/his intention to stand for promotion to Professor during the following academic year. Such a request must be made no later than the first Monday in April during the academic year prior to the review. After an unsatisfactory review, an Associate Professor may request a review again no sooner than two years following the prior review. As in the case of all tenured members of the faculty, the Dean of Faculty will schedule conferences with Associate Professors every four years.

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4. Unless on the Dean's initiative and with the approval of the Committee, the APT will not review a faculty member within two years of a prior review.

D. Accelerated Promotion

Accelerated promotion is reserved for exceptional achievement in teaching, professional work, and service to the College. It is expected that the quantity and quality of the candidate's scholarly research, level of achievement in teaching, and commitment to service be the same as that for an ordinary review that follows a regular timetable. The request for accelerated promotion must be initiated by the candidate. The Dean will solicit brief letters from both the candidate and the department via the department chair commenting on the request for an accelerated review. The Dean will bring to the APT these letters, along with the Dean's own recommendation as to how the APT should proceed. The APT will then decide whether or not to undertake a formal review of the candidate. A negative accelerated tenure review will result in a terminal year contract for the following year. This decision will supersede the original contract.

VI. REVIEW PROCEDURES FOR CONTRACT RENEWAL, PROMOTION, AND TENURE

A. Faculty members to be reviewed for contract renewal or tenure will normally be reviewed in the fall; other reviews will normally be conducted in the spring. All faculty scheduled to be reviewed in the next academic year will be notified in writing by the Dean of Faculty by the first day of spring semester classes prior to the review. The letter will describe what materials the faculty member will submit. Normally, the list of outside evaluators provided by the candidate must be made available no later than February 15. Other materials must be available no later than June 30.

B. On behalf of the APT, the Dean will ask the faculty member to suggest in writing the names of students, colleagues at Scripps and the other Claremont Colleges, and professional colleagues outside the Claremont community who can comment knowledgeably upon the faculty member in the light of at least one of the three criteria.

1. The APT Committee requires a variety of evidence on teaching excellence: letters from colleagues, letters from students, and the standardized questionnaires with the number of responses in each category (e.g., “most strongly agree,” “strongly agree”, etc.) tallied for each question in each class taught. A full-time faculty member will be asked to submit to the Dean a list of no more than 12 students to whom the APT can instruct the Dean to write soliciting an evaluation. Such a list normally will include advisees, majors in the faculty member's field, non-majors, and students from Core courses. This is not to replace the reading of individual course evaluations.

2. At the time of review, the Committee will also solicit additional letters from fifty randomly selected students. These are students who are presently taking or who have been enrolled in and completed the faculty member's course(s) in the contract period prior to review.

3. In the case of full-time positions, the faculty member under review must submit a list of eight names of professionals outside Claremont who would be qualified to evaluate their accomplishments. This list must include the names of at least four reviewers who have been identified as not having had a close association with the candidate previously. The candidate's list of potential faculty reviewers should normally include only tenured faculty (i.e., associate or full professors), and in the case of promotion to full professor should include at least three full professors.

The APT will also compile a list of potential outside evaluators. The faculty member will be asked to provide a brief description of his/her relationship (if any) with each proposed external reviewer and should also inform the APT if he/she has any special concerns about any of these individuals.

In contract renewal cases, the APT will obtain a minimum of four letters from outside evaluators (at least two names suggested by the faculty member under review, and at

least one from the APT's supplemental list). At least half should be identified as not having had close association with the candidate previously.

In cases of tenure and of promotion from assistant to associate professor and associate professor to full professor the APT will obtain a minimum of six letters from outside evaluators (at least three names suggested by the faculty member under review), at least half of whom should be identified as not having had close association with the candidate previously, and at least two of whom must be from the APT's supplemental list.

The faculty member will be asked to supply in writing to the Dean of Faculty a list of all publications, recordings, slides, etc. produced within the period of the review that he or she wishes to be sent to all outside evaluators.

4. Should the APT require additional information regarding professional achievement, the Committee may contact additional outside evaluators. These persons will be selected by APT in consultation with the candidate.

5. The faculty member under review must submit a list of five to eight names of qualified professionals within Claremont from whom the APT will solicit letters of evaluation. In addition, the APT will solicit letters from all full-time members of the faculty member's department.

6. Unsolicited letters commenting on the candidate's review will not be included in the candidate's review file.

7. Prior to their review faculty members will be informed of the names of students and of Claremont and professional colleagues whose letters are contained in their files, along with the dates of those letters which will be used as a resource in the Committee's recommendation.

C. The faculty member under review will be asked to complete his/her dossier with the following material:

1. A list of all courses taught in his/her field and in the Core, together with copies of syllabi, bibliographies, or other equivalent materials.

2. A list of professional accomplishments, accompanied by copies of articles published, folders of productions, programs of performances, and reviews of their relevant works that fall within the timeframe of the review. This would normally include materials produced since hire in the cases of contract renewal and tenure reviews, and since the tenure review in the case of review for promotion to Professor. Note that the timeframe of the review will be commensurately extended where the regular timeline has been contractually shortened due to prior teaching experience. The faculty members should ensure that books published are available in The Claremont Colleges library system. It is the responsibility of each candidate under review to identify in writing materials to be made available to reviewers. The

APT is responsible for ensuring that all the materials will be made available to the reviewers.

3. An up-to-date account of service to the College.

4. The faculty member will submit a self-evaluation of his/her professional accomplishments and teaching effectiveness. The candidate may, at his or her own volition, request an opportunity to meet with two members of APT to clarify and elaborate upon information contained in the self- evaluation. Such a request should be transmitted to the Dean of the Faculty. Upon receipt of the request the Dean of the Faculty will convene the meeting at the earliest convenience of the parties concerned.

D. The Dean of Faculty will supply the APT with enrollment figures in a candidate's courses, numbers of advisees, senior theses, and independent studies during the span of time under review, and the most recent APT review letter, if any.

E. The procedures and criteria to be used by the APT are outlined in the Faculty Handbook. These are based on the By-Laws of the College.

Options such as renewal, non-renewal or extension of contract are available to the APT in making its recommendation to the President.

VII. REVIEW OF ADMINISTRATORS WITH COTERMINOUS FACULTY APPOINTMENTS

The following procedures shall be used to review members of the teaching faculty who have faculty status coterminous with an administrative appointment. Items A- E pertain to reviews in which promotion in rank is not a consideration; Item F describes review procedures for promotion.

A. Reviews shall be undertaken in the 3rd year of teaching and in every 5th year of teaching thereafter.

B. Normally, the review shall be of a person's teaching effectiveness. If a negative review results, the Dean of the Faculty will consult with the person regarding his or her professional development.

C. The person under review will be asked to submit to the Dean of the Faculty and the Appointments, Promotions and Tenure Committee Chair a list of five (5) professional colleagues no fewer than three (3) of whom shall be faculty teaching full-time at The Claremont Colleges. These colleagues will be asked to write letters evaluating the reviewee's teaching effectiveness.

D. The Committee will also solicit an evaluation of teaching from other students, normally

fifty (50), randomly selected and currently enrolled, who have been taught within the last three years by the person under review.

E. The person under review shall also submit a list of five (5) students, past and currently enrolled, who will be asked to submit letters evaluating the reviewee's teaching effectiveness.

F. An administrator holding a coterminous appointment at the rank of Assistant Professor is eligible for review for promotion to Associate Professor provided she/he (a) is in her/his sixth year of service or higher (at the Assistant Professor rank), and (b) has taught a minimum of nine courses during that period. In the case of an Associate Professor requesting promotion to the rank of Full Professor, the criteria will be eight years of service and 12 courses taught (at the rank of Associate Professor). The standards and procedures for promotion will be identical to that of regular tenured and tenure-track faculty, i.e., commitment to service, quality of teaching, and quality of the candidate's scholarly research, as outlined in Sect. 3.5.II of the Faculty Handbook. In the case of scholarship, the standards to be applied must be based on what constitutes the norm for the faculty discipline in which the administrator is requesting promotion. This standard involves peer-reviewed work.

VIII. SCHEDULE OF RECOMMENDATION AND NOTIFICATION

A. The APT will make its decision and recommendation to the President as early as possible. The recommendation of APT is advisory to the President.

The faculty member being reviewed shall be provided with a copy of the APT majority and any minority report(s) at the same time that this is submitted to the President. The faculty member reviewed shall be informed by the Dean of Faculty that he/she has the opportunity to submit in writing to the President any comments that he/she may wish to make concerning that recommendation, providing that these written comments are submitted within one week of the faculty member receiving his/her copy of the APT recommendation and report.

The terminal dates for notification of a faculty member holding a tenure track position are, as suggested by the AAUP, (1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination; (2) not later than December 15 of the second academic year of service, if the appointment expires at the end of an academic year, or if an initial two-year appointment expires during an academic year, at least six months in advance of its termination; (3) at least twelve months before the expiration of an appointment after two or more years of service at the College. (Scripps assumes a terminal fourth year if an initial three-year tenure track contract is not renewed.) To be in conformity with AAUP guidelines, the APT will ordinarily have to make its recommendation to the President on the exceptional cases involving persons in the second year of service before November 15, and in other cases normally before the March meeting of the

Board of Trustees and at the latest by the last day of classes of the spring semester.

B. The Dean of Faculty participates in all APT discussions and should make her/his position known. As an ex-officio member, however, she/he will have no vote in decisions regarding the review. At the conclusion of the review, the Dean will write to the President summarizing her/his independent assessment of the review. The Dean's letter is not accessible to the candidate.

C. Within three weeks of receipt of the APT's written recommendation with supporting evidence, and within two weeks of receipt of any response by the faculty member to the APT recommendation and report, the President will notify the faculty member in writing of the recommendation which he/she will take to the Board of Trustees, and when the candidate can expect final action by the Board of Trustees will be taken. In the event that the President submits to the Board of Trustees a recommendation different from that of APT, a copy of the President's letter to the candidate must also be provided to APT. The Board of Trustees' decision is final.

1. The President will inform the candidate of the Dean's and President's own recommendations.

2. Within two months of the candidate's receipt of the President's letter, the Dean will meet with the candidate to discuss further the results of the APT review. For probationary faculty, the Dean will evaluate progress toward and further expectations for tenure. At the request of the candidate, a written record of the meeting, agreed upon by both parties, will be made for the file.

Approved at October 6, 2005 Faculty Meeting

3. Following the unusual case of a second-year review, when APT notes satisfactory progress toward possible renewal of contract, the President will communicate his/her agreement or qualification of it within three weeks of receiving APT's report. By the following October 1 the Dean will apprise the faculty member of the nature of the third-year review.

IX. GRIEVANCE PROCEDURES FOR NEGATIVE APT RECOMMENDATIONS

If the faculty member believes that the APT committee has violated procedures or acted in a discriminatory manner, the faculty member may file a grievance through the procedures described in Section 3.6, Faculty Grievance Procedures. A faculty member who intends to pursue a grievance should notify the President within one week of receipt of his/her copy of the APT report and the formal grievance procedure must be initiated within thirty days from the faculty member's receipt of his/her copy of the APT report. The grievance process must be completed before the President takes a recommendation to the Board of Trustees. The Board of Trustees decision is final.

The only permitted grounds for a grievance related to an APT recommendation are:

a. Alleged violation of APT procedure set forth in the Faculty Handbook;

- b. Alleged violation of academic freedom; or
- c. Alleged violation of state or federal law (including discrimination).

X. SPECIAL APPOINTMENT PROCEDURES: A TARGET OF OPPORTUNITY WAIVER

Scripps College policy normally requires a national, competitive search before filling a faculty position. (See Section 3.5, III p.4) However, in special circumstances, an appointment may be made through a Target of Opportunity (TOP) waiver. The TOP waiver enables the College to respond rapidly to opportunities to employ those who can make a unique contribution to the college. TOP waivers will be granted only in exceptional circumstances to hire persons of outstanding quality.

A TOP waiver request may be initiated by a department, program or by the Dean of Faculty. A TOP waiver request must include the following:

1. A curriculum vitae, sample of publications or other works, and three letters of recommendation for the candidate.
2. Evidence of a consensus within the sponsoring department or program in support of the hire.
3. A letter of evaluation of the candidate that assesses the likelihood that the appointment will bring the College distinction in the areas of effective teaching, professional achievement and College service, including the mentoring and advising of the Scripps College student body. This letter of evaluation can come from the department or from an expert in the candidate's field, selected by the Dean of the Faculty in consultation with the APT.
4. A rationale for forgoing a national search process that explains why taking the time to conduct a national search would impede the hire.
5. Verification from the Dean of the Faculty that there is funding available for the hire.

The request for waiver will go first to the Faculty Executive Committee. The Faculty Executive Committee will evaluate whether the hire is appropriate given the college's strategic priorities and curriculum requirements. If the FEC determines that the hire is appropriate, the proposal will then go the Appointment, Promotion and Tenure Committee (APT). The APT will review both the merits of the candidate and the rationale for foregoing a normal search process and decide whether to approve or disapprove the waiver request. If the waiver is approved, the candidate will be invited to campus for an in-person interview with the Dean and with a faculty committee appointed by the APT. Normally, it is expected that the candidate will give a public presentation of his or her scholarly work during this visit. Normally, after the campus visit, the APT will consider interview reports, feedback from students and faculty on the public presentation and the material provided as part of the TOP request and make a recommendation to the Dean and the President.

Faculty: Approved 11/08/2007

SCRIPPS COLLEGE

3.6 FACULTY GRIEVANCE PROCEDURESA. Definition

Grievance procedure is a process by which members of the faculty may seek redress for alleged errors, injustices or discrimination in official actions of the College or alleged violation of proper procedures as set forth in the Faculty Handbook. The grievant must have been a member of the faculty at the time of the alleged injustice. A faculty member may file a grievance regarding official actions or alleged violations of procedures that directly affect his or her professional or academic capacity; a faculty member may not, however, file a grievance regarding College policies of general application merely on the grounds that such policies are inadvisable or unfair. At each step in the procedure, the time limits are exclusive of vacations which may extend the time allowed for a particular step.

B. Purpose

Grievance procedure is intended to facilitate resolution of alleged grievances affecting a faculty member's tenure, rank, or conditions of employment in the most direct manner through established channels and with all due speed.

C. Mode of Procedure

1. Informal Procedure. A faculty member claiming a grievance ("grievant") will first inform the official or the group ("respondent") having made the decision with which he or she disagrees that the decision seems unfair, in error, or discriminatory. The respondent will discuss the decision with the grievant, and either explain the reasons for the decision or change the decision. The respondent will prepare a written response to the oral grievance after this discussion and file it for use should further steps in the grievance procedure be initiated. The informal procedure shall be conducted within three weeks of the grievant's learning of the alleged offense.

2. Formal Procedure. If the grievant is not satisfied with the outcome of the informal procedure for resolving the grievance, he or she will appeal to the Dean of Faculty. This appeal shall be made no more than a month after the grievant's learning of the alleged offense. The appeal shall be made in writing, and the Dean will request the written response to the oral grievance previously prepared by the respondent. These written reports will initiate the written record of the grievance which will be filed in the Dean of Faculty's office. The Dean will respond within five days in writing with a decision on the validity of the grievance and, if appropriate, will make recommendations to appropriate officials of the college.

3. If the grievant is not satisfied with the decisions to this point, he or she may request a hearing. The request shall be made within five days of the faculty member's receiving the Dean's written decision. The request shall be made in writing to the Chair of the Faculty Executive Committee. The FEC shall in all cases formulate a Hearing Committee once the grievant requests a hearing as set forth in this Section C.

Within one week, the FEC will select by lot four regular full-time teaching members from the Scripps faculty and one member of FEC by lot to constitute the Hearing Committee. If any of these members have been directly involved in the grievance up to this time, replacements will be selected by further drawing. Both the grievant and the respondent will have the right of one preemptory challenge of the members selected, and if this right is exercised replacements will also be drawn by lot from the Scripps faculty and the FEC. The Hearing Committee will have its first meeting within five working days of this formation.

At this first meeting, the Hearing Committee selects a chair from among its members. The Chair of the Hearing Committee, with assistance from the Dean of Faculty's office, schedules the hearing; communicates with the grievant(s) and respondent(s) about procedures; and insures that all parties have all documents pertinent to the hearing. (A record of the hearing, preferably a transcript prepared by a court reporter, will be made.) The Chair of the Hearing Committee also communicates with counsel as necessary, receives the transcript of the hearing from the court reporter, and forwards the recommendation of the Hearing Committee along with the transcript of the hearing and the grievance file to the President.

Also at this first meeting, the Grievance Hearing Committee shall first assess whether the steps in the Grievance procedures have been followed. If the Grievance Hearing Committee determines that a step of the Grievance Procedure has been omitted or that the grievance is not well-defined, it will allow the grievant to resolve the problems, possibly with the assistance of the ombudsperson or the ad hoc advisory committee. The grievant will have no more than two weeks to complete this step. A grievance may only be returned to the hearing committee one time.

Both the respondent and the grievant may select one faculty or administrative member to represent him or her in the hearing. Such representatives shall have no vote in the decision. If the respondent or the grievant is more than one individual, they each may select one person to represent them. Both the respondent and the grievant may attend the hearing with their respective representatives.

The hearing must begin within three weeks of the Hearing Committee's first meeting. The hearing will be closed unless the grievant and the respondent agree otherwise. All statement and documents that become part of the hearing record are to be treated as confidential by all parties to the process except as provided by law.

The Hearing Committee will hear all sides of the grievance, including statements by the grievant and the respondent. Statements may be required of other persons by the Committee and the grievant and the respondent will have the opportunity to question such persons.

The Hearing Committee will consider the grievance in private and deliver a written report of its non-binding recommendation to the President. A transcript of the proceedings of the hearing, the grievance file, and all other submitted documents will also be given to the President. The Committee's report will be disclosed only to the President. It will be made within five days of the conclusion of the hearing.

A copy of the grievance file, including any additional documents introduced at the hearing, and a copy of the transcript of the hearing will be shared with the grievant upon request.

After receipt of the report and the transcript, the President shall make the final decision on the validity of the grievance and direct officers of the College in actions that seem appropriate, if any. If the President's decision is adverse to the Hearing Committee's recommendation, the President will discuss the decision with the Committee. The discussion will not compromise the confidentiality of the Committee's recommendations, and the President will have the responsibility of reaching the final decision. The President will render the decision in writing to the grievant and the respondent within two weeks of receipt of the report and transcript.

GRIEVANCE TIMELINE

MODE OF PROCEDURE	ACTION	TIME FRAME
INFORMAL	Grievant requests a meeting with respondent (the official or group having made the decision that s/he disagrees with, thinks is unfair, in error, or discriminatory.) At this meeting the respondent will either: (a.) explain the reasons for the decision or (b.) change the decision.	Within 3 weeks of the grievant's learning of the alleged offence.
	The Respondent will prepare a written response to the oral grievance after this discussion and file it for use should further steps in the grievance procedure be initiated.	
FORMAL	If the grievant is not satisfied with the outcome of the informal grievance procedure s/he will appeal to the Dean of Faculty in writing. In the event the Dean of Faculty is identified as the respondent then the Associate Dean will serve in that capacity.	No more than 1 month after learning the alleged offence

	<p>The Dean will request written response to the oral grievance previously prepared by the respondent. (These written reports will initiate the written record of the grievance which will be filed in the Dean of Faculty's office.)</p> <p>The Dean will respond in writing with a decision on the validity of the grievance and, if appropriate, will make recommendations to appropriate officials of the college.</p>	<p>Within 5 days of receiving the appeal in writing from the grievant.</p>
	<p>If the grievant is not satisfied with the decisions to this point, s/he may request a hearing in writing to the Chair of the Faculty Executive Committee.</p> <p>(The FEC shall have no authority to determine the validity of a grievance.)</p>	<p>Within 5 days of receiving the Dean's written decision.</p>
	<p>The FEC will select by lot four regular full-time teaching members from the Scripps faculty and one member of FEC by lot to constitute a Hearing Committee.</p> <p>Both the grievant and the respondent will have the right of one preemptory challenge of the members selected, and if this right is exercised replacements will also be drawn by lot from the Scripps faculty and the FEC.</p>	<p>Within 1 week of receiving the written request from the grievant</p>
<p>HEARING</p>	<p>The Grievance Hearing Committee (GHC) shall first assess whether the steps of the grievance procedure have been followed.</p>	<p>First meeting of GHC within 5 days of its formulation.</p>
	<p>If the GHC determines that a step of the Grievance Procedure has been omitted or that the grievance is not well-defined, it will allow the grievant to resolve the problems, possibly with the assistance of the ombudsperson or ad hoc advisory committee.</p> <p>(A grievance may only be returned to the GHC one time)</p>	<p>No more than 2 weeks for the grievant to return to the GHC</p>
	<p>The GHC will hear all sides of the grievance. Both the respondent and grievant may attend the hearing with their respective representatives.</p> <p>The hearing will be closed unless the grievant and the respondent agree otherwise.</p>	<p>The Hearing will occur within 3 weeks of the GHC's first meeting.</p>
	<p>The GHC will consider the grievance in private and deliver a written report of its non-binding</p>	<p>The written report will be</p>

	<p>recommendation to the President.</p> <p>The grievance file (including any additional documents introduced at the hearing),and a copy of the transcript of the hearing will also be given to the President. The Committee’s report will be disclosed only to the President.</p> <p>The grievance file (including any additional documents introduced at the hearing),and a copy of the transcript of the hearing will also be shared with the grievant upon request.</p>	<p>made within 5 days of the hearing’s conclusion.</p>
FINAL DECISION	<p>The President shall make the final decision on the validity of the grievance and the direct officers of the College in actions that seem appropriate, if any.</p> <p>...The President will render the decision in writing to the grievant and the respondent.</p>	<p>Within 2 weeks of receipt of the report and transcript.</p>

4. Any action hereunder may be taken jointly by more than one faculty member if the same or a similar or a related grievance is involved.
5. In all cases, written submissions concerned with the case shall be presented to the person or persons alleged to be at fault.
6. All written materials bearing on a grievance case shall be kept in a special file and not in the files of the parties involved.
7. At any stage of the process, the recommendation can be to refer the grievant to the next step.

D. Ombudsperson

In the absence of an ombudsperson, or if the ombudsperson feels the need to recuse her/himself, a faculty member filing a grievance may request the formation of an ad hoc advisory committee, consisting of three tenured faculty members, one of whom must be a member of FEC. The Office of the Dean of the Faculty will draw two names by lot from the names of tenured faculty (excluding members of FEC) then available to serve (i.e., not on sabbatical or other leave of absence) and one name by lot from the names of tenured faculty serving on the FEC. The faculty member filing the grievance may strike any one member of the ad hoc committee, in which case a new name will be drawn from the appropriate category. A faculty member whose name has been drawn may recuse her/himself for good cause. The ad hoc committee thus formed shall have the same responsibilities as an ombudsperson and the Faculty Welfare Committee with respect to the particular grievance for which the committee was formed, and shall

be dissolved after it has fulfilled its responsibilities as to the grievance for which it was formed.

This procedure covers official actions of the College taken since February 7, 1977.

S C R I P P S

C O L L E G E

3.7 PROCEDURES FOR DISMISSAL OF FACULTY MEMBER

These procedures implement Faculty Handbook 1.2, Article VI, section 2, paragraph (x). As specified by the By-Laws of the College, faculty members may be dismissed only for “(1) professional incompetence, (2) neglect of duty, (3) personal conduct which indicates an unfitness for association with and instruction of students, or (4) flagrant or repeated conduct contrary to College regulations or conduct, not legally protected, which is intended to prevent, or directly to incite others to prevent anyone from performing her/his duties and from carrying on her/his lawful business within the Corporation.” Although these procedures are designed to expedite resolution of the situation and to avoid legal intervention, they offer no guarantee of legal protection. Faculty are well advised to seek legal counsel as soon as possible. The proceedings for faculty dismissal are confidential. The administration is obliged to respect this confidentiality, to the extent possible. The accused faculty member and faculty participants in the dismissal process are urged to respect this confidentiality. If the charges involve the Dean, then the Chair of the Appointments, Promotions and Tenure Committee (APT) will assume the role of the Dean throughout these Procedures.

If such a matter develops, the following procedural steps will be followed. These procedures are advisory to the President, who transmits the report to the Board of Trustees.

A. INFORMAL FACULTY CONFERENCE

1. The Dean of Faculty will contact the faculty member in writing, requesting a conference, informing the faculty member that a matter has been brought to the attention of the Dean which may be grounds for discipline and referring the faculty member to Section 3.7 of the Faculty Handbook. The Dean, with the assistance of the Faculty Ombudsman if requested by the faculty member, will discuss the matter with the faculty member informally in a personal conference. Every effort will be made to resolve the matter at this stage. Several informal conferences may be necessary. If discussions require more than one meeting, either the Dean or the faculty member may, with the consent of the other, invite other knowledgeable parties whose presence and contribution may lead to informal resolution. Written documents supporting each participant’s position may be exchanged. By virtue of the informality of the proceedings at this stage, no attorneys shall attend the informal conference(s).

2. The faculty member may choose not to personally participate in the informal proceedings. In that case, the faculty member can still submit written documents to the Dean and can request within limits that the Dean speak with individuals with relevant information.

3. Although the negotiating positions of the parties at this stage will remain confidential, any factual information discovered at this stage is not subject to confidentiality.

B. PRELIMINARY FACULTY INQUIRY

1. If the matter is not terminated by mutual consent as a result of the informal process set forth above, the Dean will submit a written complaint of the charges against the faculty member and the faculty member may submit a written response thereto. The Dean will initiate a faculty inquiry and a Faculty Review Committee (FRC) will be constituted. This three-member Committee will consist of randomly selected tenured members of the APT. If three tenured members are not available, additional members will be randomly selected from the tenured members of the FEC. If additional members are needed, they will be randomly drawn from the tenured members of the faculty at large. Members may be disqualified for a direct conflict of interest either at the request of a party to the case or on their own initiative. The Dean shall determine if a member of the FRC should be disqualified for cause. Each party will also have a maximum of one challenge without stated cause.

2. After the three members are selected, the FRC will be notified to commence an informal inquiry into the situation in order to effect an adjustment, if possible. In this process, the FRC will consider information from the faculty member, witnesses, and all other appropriate sources. The FRC will determine whether the Faculty Ombudsman or other parties should be present and, if so, for how long and on what basis. Every effort will be made to resolve the matter at this stage. If no adjustment can be effected at this point, the FRC will determine whether formal proceedings to consider the faculty member's dismissal should be recommended.

3. The members of the FRC and the parties will receive a copy of any written complaint(s), any response thereto, and any other documents which have been previously submitted by the parties. The complaint(s) against the faculty member may be amended but if so, the faculty member will be allowed adequate time to respond to the amended allegations.

4. The FRC should establish a time-line for completion of its duties, which should not exceed sixty (60) calendar days after receipt of the matter. This time-frame may be extended due to the complexity of the issues and with the consent of both parties. Time is of the essence during this process, and the timely cooperation of all participants will be expected.

5. Both parties will be given the opportunity to provide any written materials they would like the FRC to consider as soon as possible. These materials may consist of any background documentation, position papers and arguments, as well as the names and telephone numbers of proposed witnesses they would like to have interviewed. Members of the FRC may also request any written materials they believe are needed for their inquiry.

6. Copies of all written materials presented to the FRC by or on behalf of either party will be provided to the other party. If either party wishes to have the FRC consider any materials in confidence without providing a copy to the other side, that issue should first be brought to the attention of the FRC for its decision.

7. Both parties will be given an opportunity to be interviewed separately by the FRC.

8. Any other witnesses or third parties, reasonably available, will be requested to provide a written statement or to make themselves available for an interview. Depending upon the circumstances, these interviews may be conducted in person or by telephone, and they may be conducted by all or any number of members of the FRC as directed by the FRC. Where a personal or telephone interview is not held, written statements may be accepted in lieu of an interview. Each interview shall be conducted outside the presence of both parties.

9. Following interviews and receipt of written documents, the FRC may request further written statements and/or separate meetings with the parties and/or witnesses.

10. Any participant may be represented by a representative, who may be an attorney. If an attorney will be present, the participant must give the other party and the FRC at least forty-eight (48) hours written notice so that the other party and the FRC may arrange for their counsel to be present if they choose.

11. At the conclusion of the inquiry, the FRC will deliberate and will prepare a written report which will detail the allegations, the evidence in the case, and whether grounds exist for dismissal of the faculty member or some other action and recommend if formal proceedings are warranted. On the basis of its determination, the FRC shall either recommend corrective action or recommend that no further action be taken.

12. If the matter is not terminated by sufficient and appropriate consent as a result of the informal processes set forth above, and/or if the FRC determines that formal dismissal proceedings are warranted, the FRC will so recommend in a written report to the President. The faculty member shall be provided with a copy of the FRC's report and recommendation to the President. It is understood that this recommendation is not binding upon the President or Board of Trustees. The President may initiate Formal Procedures with or without the recommendation of the FRC.

C. SEXUAL HARASSMENT CHARGES

If the matter concerns a charge of sexual harassment or discrimination in which a formal complaint has been filed under the College's Policy on Discrimination and Harassment and the formal procedures of that policy have been used, the FRC process described in Section B will not be required, but the matter will proceed directly to the Formal Dismissal Procedures for faculty members described in Section E. The informal process described in Section A shall still apply.

D. INTERIM ACTION

At any step of these proceedings, if immediate harm to the faculty member or other members of the community or the institution is threatened by continuance, the faculty member may be suspended, or assigned to other duties in lieu of suspension, or banned from the campus by the administration. Before suspending, banning or reassigning a faculty member, pending an ultimate determination of the faculty member's status through the institution's hearing procedures, the administration may consult with the FRC concerning the propriety, the length, and the other conditions of the suspension, banning, or reassignment. A suspension which is intended to be final is a dismissal, and will be treated as such. Salary will continue during the period of suspension/banning/reassignment.

E. FORMAL DISMISSAL PROCEDURES

1. If the President determines that formal action is warranted, such action will commence with a full and complete written statement of charges, to the faculty member by the President or the President's delegate. The communication to the faculty member will also inform the faculty member that a hearing will be conducted by a Faculty Hearing Committee (FHC) at a specified time and place to determine whether he or she should be removed from the faculty on the grounds stated. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare a defense. The faculty member shall be informed, in detail or by reference to regulations published in the Faculty Handbook or College By-Laws, of the procedural rights which will be accorded. The faculty member may reply in writing to the President's letter within two weeks after the receipt of the charges. The written statement of charges may be amended but if so, the faculty member will be allowed adequate time to respond and prepare for the formal proceedings.

2. If formal proceedings begin, a FHC will be constituted. Faculty members serving on the Faculty Review Committee will be ineligible for selection to the Faculty Hearing Committee. Nine tenured faculty members will be randomly selected from the remaining tenured membership of the APT, the FEC and, if needed, the faculty at large. Members may be disqualified for direct conflict of interest either at the request of a party to the case or on their own initiative. The Dean shall determine if a member of the FHC should be disqualified for cause. Each party

will have a maximum of two challenges without stated cause. This number will then be further reduced to a final Committee of five by a random selection process. The FHC shall elect its own Chair and shall have legal counsel of its choice. The Faculty Review Committee and Faculty Hearing Committee will be completely separated, both in terms of testimony and in terms of other information.

3. The FHC should establish a time-line for completion of its duties, which should not exceed sixty (60) calendar days after receipt of the matter. This time-frame may be extended due to the complexity of the issues and with the consent of both parties. Time is of the essence during this process, and the timely cooperation of all participants will be expected.

4. The FHC may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to (i) simplify the issues, (ii) effect stipulations of facts, (iii) provide for the exchange of documentary or other information, and (iv) achieve such other appropriate prehearing objectives as will make the hearing fair, effective, and expeditious. If an attorney for either party will attend these meetings, written notice must be given to the other party and the FHC at least forty-eight (48) hours before the meeting.

5. The faculty member may waive a hearing and may respond instead to the charges only in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges or asserts that the charges do not support a finding of adequate cause, the FHC will evaluate all available evidence and rest its recommendation upon the evidence in the record.

6. The FHC, in consultation with the President and the faculty member, will exercise its judgment as to whether the hearing should be public or private. During the proceedings the faculty member will be permitted to have present a faculty observer and legal counsel of the faculty member's choice. At the request of either party or the FHC, a representative of an appropriate educational association will also be permitted to attend the proceedings as an observer. A verbatim record of the hearing or hearings will be taken and a typewritten copy will be made available to the faculty member without cost, at the faculty member's request. The burden of proof that adequate cause exists rests with the institution and will be satisfied only by clear and convincing evidence in the record considered as a whole.

7. The FHC will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made. The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The administration will cooperate with the FHC in securing witnesses and making available documentary and other evidence. The faculty member and the administration will have the right to conform and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines

that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and, if possible, provide for interrogatories. In the hearing of charges of incompetence, the testimony will include that of qualified faculty members from this or other institutions of higher education. The FHC will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available. The findings of fact and the decision will be based solely on the hearing record.

8. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or Administrative Officers will be avoided so far as possible until the proceedings have been completed, including consideration by the College's Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.

9. If the FHC concludes that adequate cause for dismissal has not been established by the evidence in the record, it will so report to the President, with supporting reasons. If the FHC concludes that adequate cause for dismissal has been established, it will so recommend, with supporting reasons.

10. If dismissal or other severe sanction is recommended by the FHC, the faculty member may appeal the recommendation directly to the Board of Trustees. The Board of Trustees' review will be based on the record of the FHC and it will provide an opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. The decision of the FHC will either be sustained by the Board of Trustees or the proceeding returned to the FHC with specific objections. The FHC will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board of Trustees will then make a final decision only after study of the FHC's amended recommendation and will notify the President and the faculty member of their decision in writing.

11. If the Board rejects the recommendation of the FHC, the Board will state the reasons for doing so, in writing, to the FHC and to the faculty member. The Board will then provide an opportunity for response from both the FHC and the faculty member. The Board of Trustees' review will be based on the record of the FHC, and the responses of the FHC and the faculty member to the Board's recommendation. The Board of Trustees' review will provide an opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. The decision of the FHC will either be sustained or the proceeding returned to the FHC with specific objections. The FHC will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board of Trustees will then make a final decision only after study of the FHC's amended recommendation, and will notify the President and the faculty member of their decision in writing.

Approved by Scripps Faculty February 17, 2000

SCRIPPS COLLEGE

3.8 FACULTY EXECUTIVE COMMITTEE AND APPOINTMENTS,
PROMOTIONS AND TENURE COMMITTEE

The Faculty Executive Committee (FEC) is the principal instrument of faculty participation in the governance of Scripps College, responsible for policy in matters of curriculum, budget, faculty welfare, institutional planning, and student affairs including admissions and financial aid. See Faculty Handbook Section 1.4 for further information concerning the responsibilities and functions of the Faculty Executive Committee.

The function of The Appointments, Promotions and Tenure Committee is to recommend to the President candidates for appointment to the faculty, for reappointment, and for promotion, and to recommend action on regular and special leaves. See Faculty Handbook Section 1.5 for further information concerning the responsibilities and functions of the Appointments, Promotions and Tenure Committee.

SCRIPPS COLLEGE

PROCEDURES FOR ESTABLISHING NEW COURSES
AND
UNIFORM FIVE DAY CALENDAR

Procedures for Establishing New Courses:

1. Each new course, including each course in the Core Program, together with its course description, its objectives, and its method of execution must receive the written approval of the professor or professors (or their appointed representative) in whose discipline or disciplines the course is based.
2. Under normal circumstances the course should then be submitted to the appropriate Committee(s) for their information. Courses which meet both Scripps College and Claremont Colleges' needs will receive special consideration in the Faculty Executive Committee (FEC).
3. The course, together with its supporting documents, shall be submitted to the Dean of the Faculty for review and approval.
4. Following review of the course proposal, the Dean of the Faculty shall submit the course, together with its supporting documents, to FEC for its review and recommendations. If FEC has any serious reservations about the course it will invite the sponsor of the course to submit any added information it may need to arrive at a fair decision.
5. Once FEC has voted favorably on the course, the course will be submitted to the Scripps Faculty for its final approval.

FEC will make its recommendation to the Scripps Faculty with the following criteria in mind:

- A. The qualifications of the professor to teach the course.
 1. Is the course a natural extension of the formal training of the professor in question?
 2. If it is not, has the professor by special study, by publication, or by other demonstrated and accepted evaluative means given sufficient evidence of his qualifications to teach the course?

- B. The relationship of the course to the curriculum of Scripps College.
 1. Does the course reflect the College's commitment to the liberal arts?
 2. Does the course contribute substantially to the curriculum of the major area or department in which it is based?
 3. Does it help strengthen major interests in other area of the College?
 4. Does the course permit the College and the professor concerned to make adequate use of the professor's areas of competence and interest?

FEC will be expected to interpret all of these criteria broadly and generously and will encourage professors to submit courses of an interdisciplinary nature whenever the qualifications of the professor make such courses desirable and possible.

**Pilot 2-Year (2014-15, 2015-16) Course Schedule Time
by Intercollegiate Agreement**

You must discuss bridging these normal teaching hours with the Dean of Faculty prior to requesting times different from those below.

Standard Class Times

The ADC has approved changes to the standard class times available for course scheduling starting fall 2014. Changes are denoted in red. Approved timeslots available for course scheduling include:

MWF	MW	TR	WF	MTWR or TWRF
8:00-8:50	9:35-10:50	8:10-9:25	9:35-10:50	8:00-8:50
9:00-9:50	11:00-12:15	9:35-10:50	11:00-12:15	9:00-9:50
10:00-10:50		11:00-12:15		10:00-10:50
11:00-11:50				11:00-11:50
	1:15-2:30	1:15-2:30		
	2:45-4:00	2:45-4:00		
	4:15-5:30	4:15-5:30		

Single Day Seminar:

F	M, T, W, or R	M,T,W,R,or F
1:15-4:00	2:45-5:30	7:00pm-9:45

Studio Art/Lab

MW	WF	TR
10:00-12:30	10:00-12:30	10:00-12:30
1:15-3:45	1:15-3:45	1:15-3:45
4:15-6:45	4:15-6:45	4:15-6:45

Labs and studios may run over but must begin at common start time. Requests for non-standard course times must be approved by the Dean of Faculty at the home college.

Note: 12:00-1:10 and MWF 12:00-12:50 timeslots have been eliminated.

SCRIPPS COLLEGE

3.10 THE CORE CURRICULUM IN INTERDISCIPLINARY HUMANITIES PROGRAM

The Core Steering Committee shall be responsible for academic policy within the Core Curriculum in Interdisciplinary Humanities Program. This includes planning and coordinating course offerings, reviewing proposals for new or revised Core courses before they are recommended to the Faculty Executive Committee, and recommending to the Faculty Executive Committee and eventually the Faculty as a whole any proposed changes in the Program. The Core Steering Committee is composed of faculty members representing the four divisions of the College (Arts, Letters, Natural Sciences and Social Sciences), the Director of the Humanities Institute, the Core Director, and the previous Core Director. Certain circumstances may make appropriate the appointment of additional members of the faculty to the Core Steering Committee. Such additional appointments are made by request of the Core Director to the Dean of Faculty, after consultation with the members of the standing Steering Committee, and require the approval of the Dean of Faculty and the Chair of the Faculty Executive Committee.

The Core Director is elected by the voting members of the faculty to serve a three-year term beginning in January. Each semester during the three-year term, the Director shall receive a course release; the incoming Core Director shall also receive a course release in the fall semester prior to officially taking over the Directorship.

Faculty eligible to be elected to this position will be drawn from tenured faculty who have taught in Core I at least once in the past 10 years or have taught in either Core II or III during the past six years. Faculty may request that their names be removed from the list of eligibility. If a faculty member is elected to serve as the Core Director, her/his name will be removed from the APA and FEC ballots if eligible to serve. Current service on APT or FEC does not disqualify eligible faculty members from serving as Core Director; if an APT or FEC member is elected as Core Director, service on APT or FEC will be suspended during the tenure of the Core Directorship (starting in the fall semester after the election in January) and will resume in the fall of the next academic year following the conclusion of service as the Core Director. Faculty who complete three years of service as Core Director are released from eligibility for service on FEC and APT for three years; a current member of FEC or APT who is elected to serve as Core Director has the option of being released from eligibility for service on FEC, APT, and from the Core Directorship for six years after completing service on FEC or APT and service as Core Director.

The Core Director is responsible for coordinating course offerings; articulating and planning the Core's intellectual program; conducting periodic seminars to review and discuss the program; overseeing the content and staffing of Core I, II and III; representing the Core Program to alumnae, trustees, and prospective students and their families; and managing the Core Program budget. The Dean of the Faculty works with the Director in identifying faculty to teach in the Core Program. All departments will make an equitable contribution to the Core Program based on long-term planning and yearly updates.

The Elizabeth Hubert Malott Endowed Chair for the Core Curriculum in Interdisciplinary Humanities will be held by the Core Director, who need not be a full professor. The term for this Endowed Chair is for the duration of the service as the Core Director.

SCRIPPS COLLEGE

3.11 FACULTY RESEARCH FUNDS

The faculty and administration of Scripps College agree that research activities on the part of the faculty are in accord with the primary purpose of the College, which is to provide the best undergraduate education possible for its students.

A vigorous faculty research program enhances student training by providing a dynamic example of the application of principles and techniques, by increasing the professional competence and enthusiasm of the faculty, or by providing opportunities for students to participate actively in research. Student participation is strongly encouraged when it is compatible with the nature of the research.

The Faculty Executive Committee is responsible for recommending to the President the distribution of two types of research funds at the disposal of the College: faculty research grants and sabbatical research fellowships. Proposals may be for scholarly research or other creative activity.

Scripps Faculty Research grants are regarded as catalyzing agents and are not intended to cover the full cost of a research program. Applications for major funding involving the Development Office should be submitted initially to the Dean of the Faculty.

Information regarding the tax status of the research monies awarded may be obtained from the CUC Business Office.

I. GRANTS AND FELLOWSHIPS AVAILABLE FOR FACULTY RESEARCH:

Summer and/or academic year faculty research grants are currently available for reimbursable expenses connected with the implementation of research or creative projects.

The Scripps College Sabbatical Research Fellowship currently offers a stipend of \$8,000 to two faculty members for sabbatical research.

II. GUIDELINES AND PROCEDURES FOR APPLYING FOR FACULTY RESEARCH GRANTS AND SABBATICAL RESEARCH FELLOWSHIPS

A. General guidelines

1. Announcement: Proposals are requested during the first semester of each year by the FEC for the support of scholarly research or other creative activity.
2. Eligibility: Normally research grants will be awarded only to faculty members who expect to be employed at Scripps College for at least one year following

the year for which the grant is awarded. Faculty members on sabbatical leave are eligible to apply for grants.

Faculty who have earned the Ph.D. or other appropriate terminal degree are eligible for research funds; faculty research funds are not granted for completion of these degrees.

3. Period of Award: Aid may be requested for one semester, one academic year or one summer. Funds are awarded each spring for the next fiscal year: July 1 - June 30.

4. Procedures and Criteria: The Chair of the FEC will propose a subcommittee of three to review the proposals and make recommendations to the FEC regarding funding. No member of the FEC may serve on this subcommittee if he or she has applied for research funds. If an insufficient number of FEC members are eligible to serve on this subcommittee, the Chair of FEC will ask other members of the faculty to serve on the subcommittee on an ad hoc basis. The Dean of Faculty and the Associate Dean of Faculty will also serve as ex-officio members of this subcommittee.

The subcommittee will give preference to a) projects of significant scholarly or artistic merit, b) faculty members who in the past have successfully completed projects and provide evidence of their prior productivity using Scripps research funds, and c) projects with detailed and justified expenses necessary to the research.

The FEC will make recommendations to the President on the allocation of research funds for the following academic year.

5. Capital Equipment: Capital equipment purchased with respect to a College-funded research project becomes the property of the College. Capital equipment is defined as equipment which has a life expectancy of 5 years or more and a purchase price of approximately \$500 or more (as vs. consumable materials with a shorter life expectancy and limited dollar value).

6. Report on Awards: A report on research projects is due on November 1st of the year following the academic year of the grant and is to be submitted to the Dean of the Faculty. The report should include an itemized accounting of the expenditure of funds, a report on the research undertaken and the resulting publication, exhibition or performance as well as any additional information the recipient considers pertinent. Future applications for faculty research funds must include a copy of this report.

The recipient of the award is requested to share the results of the project with the Scripps community in whatever way is judged most effective.

B. Faculty Research Grants

1. Allowable Expenses: Scripps faculty research grants are given for out-of-pocket expenses directly connected with the research project, such as travel allowances, per diem expenses, research assistants, research-related supplies, specialized rental equipment, and books (or the equivalent necessary to pursuit of the project).

Scripps research monies are not normally given for the following:

- a. course development;
- b. rent subsidies or per diem requests for extended period of time (e.g., sabbatical leaves) away from home when renting or subletting the faculty member's Claremont or local home can be viewed as a viable alternative;
- c. text-book writing, or other for-profit projects. Monies may be advanced for these projects but are subject to reimbursement through royalties.

C. The Scripps College Sabbatical Research Fellowship

1. Goal: The goal of the Scripps College Endowment Fund for Faculty Research is to enable faculty members with research or creative projects of special promise to advance their scholarship, which will advance their teaching.

The many demands made on faculty members for excellence in teaching and service to the College should not obscure the essential nature of scholarship and creativity as an obligation of a vital faculty. Scholarly and creative excellence bring recognition not only to the individual faculty member, but also to the College.

2. Terms of the Sabbatical Research Fellowship: A Sabbatical Research Fellowship will provide additional funding to that normally available.

The recipient of this fellowship, in addition to the normally received sabbatical salary, will receive a sum of \$8,000 to help defray costs of travel, living, research, summer activities, or any expenditures which might interfere with the faculty member's devotion of time and effort to the selected project.

The recipient of a Sabbatical Fellowship should report receipt of funds for the same sabbatical project from a source external to the College. Depending on the size of the grant, the recipient may be asked to release the Sabbatical Fellowship for the use of another colleague.

In the event that in any year there are no acceptable proposals, the unexpended fellowship will be returned to and added to the principal of the Endowment Fund for Faculty Recognition and Research.

3. Method of Selection: The FEC will issue a call for proposals in the first semester of the academic year. A faculty member wishing to compete for this fellowship will apply to the Faculty Executive Committee with a written description of his or her project.

The description will outline the project itself and its relationship to the applicant's scholarly interests.

The Faculty Executive Committee will recommend to the President the faculty member to whom the fellowship should be granted.

CORE DEVELOPMENT FUNDS

Core Development Funds are available in support of teaching in the interdisciplinary Core program.

The Core program's ongoing success depends on the availability from year to year of a large pool of varied and interdisciplinary Core courses. Because of the interdisciplinary nature of these courses, they require more planning and preparation than courses in a faculty member's own discipline. The purpose of the Core Development Funds of up to \$500 per faculty member (\$300 for stipend and up to \$200 for materials such as books, videos, slides, etc.) is to allow faculty to devote time to the creation of new Core courses so as to insure availability, diversity, and periodical renewal of interdisciplinary courses within the Core.

Eligibility

Core I faculty members who want to research and prepare for new Core I lectures to be taught in the following fall, as well as faculty who teach Core for the first time, or who have not taught Core I for more than three years are eligible to apply.

Core II and Core III faculty members who wish to create new Core courses or who want to revise an existing course by giving it an interdisciplinary dimension, are also eligible to apply for funds.

In all cases, all courses thus funded must be taught within the next academic year.

Application

The Core Steering Committee and the Dean of Faculty are in charge of granting these course development funds. Applications are requested by the Core Director.

FEC: Approved April 16, 2012

Faculty: Approved May 3, 2012

SCRIPPS COLLEGE

3.12 FACULTY RESEARCH AND TEACHING SUPPORTIVE SERVICES

Production Costs: A limited amount of money is available for small grants for typing or other service connected with research and should be applied for through the Dean of Faculty's Office.

Travel to Professional Meetings: Any full-time employee of Scripps with faculty status is eligible annually for financial support for travel to professional meetings. If additional monies are available, the Dean of the Faculty will consider requests for these monies from faculty who are active participants at meetings (i.e., presenting papers, officers of the association, chairing a session, etc.) being given first priority.

Funds are made available by staff in the Dean of Faculty's Office. You may request an advance for your airline tickets if you wish. The following are considered legitimate travel expenses:

Airfare (or car mileage up to the amount of a coach airfare ticket)
 Hotel
 Food
 Cab, other transportation
 Conference registration, etc.

A travel expense report must be completed within sixty days of completing a trip. The report will include original receipts for all travel and lodging expenses and other expenditures of \$25 or more. In lieu of actual receipts, the published IRS per diem rates can be used. A copy of the current rates, by city and country, is available in the Dean of Faculty's office.

If you request an advance of travel funds and do not spend the entire amount requested, unspent funds must be returned to the Dean of Faculty's Office before the end of the semester in which those funds were requested.

Administrative Assistant Services: Faculty administrative assistants are available to assist faculty with various projects. The primary duties of academic administrative assistants are:

- Preparing course and departmental/program materials which may include scanning, photocopying, and posting online,
- Assisting faculty with monitoring departmental/program budgets, including preparing reimbursements and honoraria,
- Providing assistance with faculty searches including establishing files (preferably electronic) and databases of applicants, maintaining response data, planning for candidate visits, and other search-related duties,
- Reconciling faculty College credit cards,
- Assisting with departmental/program events, including room reservations, catering, communications with guests, and publicity,

- Carrying out general office needs including collecting and distributing mail, answering phones, filing, distributing faculty schedules and office hours, and ordering supplies,
- Hiring and supervising work-study students, including monitoring and processing payroll,
- Responding independently to inquiries by students and others regarding department/program policies and guidelines,
- When time permits, the faculty administrative assistant will assist faculty members in the preparation of scholarly manuscripts for publication or delivery at professional meetings and conferences.

Student Employment: Faculty may request student assistants through the Office of Financial Aid (generally up to nine hours a week). A work-study program will be available for most students receiving financial aid.

SCRIPPS COLLEGE

3.13 GRADUATE SCHOOL RELATIONSHIPS

1. Scripps College has a vital interest in the Claremont Graduate University (CGU) and in the quality of the graduate education it offers. The courses and seminars which Scripps provides for CGU are agreed upon by the Academic Deans of Scripps College and CGU. The interest, eligibility and availability of Scripps faculty members and the needs CGU are the major considerations in these deliberations.

2. All full-time members of the faculties of the undergraduate colleges of or above the rank of Assistant Professor may be eligible for membership in the Graduate Faculty of the Claremont Colleges. The Academic Deans of Scripps College and CGU should be consulted for the details of these arrangements.

SCRIPPS COLLEGE

3.14 TUITION BENEFIT PROGRAM* (Effective July 1, 1991)

Scripps College has a tuition benefit program for full-time faculty and staff and eligible part-time faculty and staff. (See Definitions, page 2.) Employees become eligible for this program after one year of employment at Scripps College. The program has two benefits plans; one for employees and one for dependent children of employees.

TUITION BENEFIT PLAN FOR EMPLOYEES

Undergraduate Study

Full tuition payment is made for enrollment in courses and seminars offered at The Claremont Colleges or at other eligible colleges and universities, provided that such courses or seminars are not available at The Claremont Colleges. This benefit will be limited to courses leading to a degree and/or those classes which are clearly work-related. Your supervisor must approve work-related courses prior to enrollment. Normally, the College will not provide a tuition remission benefit for a second like degree. On occasion where a second degree is appropriate for career enhancement/advancement, the Dean of Faculty or President must review and approve the request.

The College will not provide employee tuition remission at another undergraduate institution for a bachelor's degree in a major available at Scripps College.* Appeal for exception may be made to the Dean of Faculty prior to enrolling in the degree program at another institution.

The maximum entitlement is two courses per academic year including summer sessions. The tuition payment for eligible part-time employees is calculated on a pro rata basis.

Graduate Study

The College does not provide employee tuition remission for any graduate study except for classes which are clearly work-related. Appeal for exception may be made to the Dean of Faculty or President.

TUITION BENEFIT PLAN FOR DEPENDENT CHILDREN

Half tuition payment is made for dependent children of full-time employees for enrollment in an undergraduate degree program up to, but not to exceed, one half of the current tuition charge at Scripps. The tuition payment for dependent children of eligible part-time employees is calculated on a pro rata basis. The maximum entitlement for

each dependent child is eight semesters, twelve quarters, or 120 units, whichever the attended institution accepts as its minimum graduation requirement.

DEFINITIONS

Eligible college or university:

An accredited institution of higher education having a regular organized body of students in attendance at the place where its educational activities are conducted. In the case of any dispute over eligibility of any specific institution, the Personnel Representative, after consulting with the Director of Admissions will forward a recommendation to the President whose decision will be binding.

Eligible part-time employee:

An employee working at least 20 hours per week at least 10 months during a calendar year or teaching 3 courses per year (50% of a full-time load).

Tuition benefit:

Charges for education excluding the cost of books, fees, supplies, room, board, etc.

Pro rata benefit for part-time employees:

A proportional benefit provided to part-time employees calculated by multiplying the benefit available to full-time employees by a fraction of which the numerator is the average number of hours worked per week and the denominator 40 hours (full-time). For faculty the calculation would be as follows: 3 courses taught would provide 50% of the full-time faculty benefit, 4 courses 66-2/3%, etc. {Note: part-time employees working fewer than 20 hours are not eligible for this benefit.}

*Employees enrolled prior to 6/30/91 at another institution will be allowed to complete their degree at that institution.

SCRIPPS COLLEGE

3.15 BENEFITS FOR RETIREMENT AGE FACULTY

The Colleges' policies and procedures for the treatment of retirement age tenured faculty are consistent with current state and federal legislation.

As long as a tenured faculty member remains actively employed by Scripps College, the College's contributions to that faculty member's pension plan (ARP) will continue as long as s/he continues to be employed half-time or more. College contributions to life and health insurance premiums for which that tenured faculty is eligible after reaching age 65 will continue in the manner consistent with legislative requirements.

Individuals desiring information regarding retirement options and benefits provided during retirement are encouraged to participate in the annual pre-retirement seminars sponsored by The Claremont Colleges. In addition, individual consultation is available at the Benefits office in the Administrative Campus Center (ACC) at 101 S. Mills Avenue, Claremont.

SCRIPPS COLLEGE

3.16 INSPECTION OF PERSONNEL FILES

Confidential faculty personnel files are available in the office of the Dean of Faculty and may be seen by appointment upon notice 48 hours in advance. Faculty should understand that the following procedures are used in keeping personnel files and in providing access to them:

1. Scripps College does not include letters of reference in personnel files and it considers solicited signed letters furnished by faculty, administrative colleagues and students to the Committee on Appointments, Promotions and Tenure as letters of reference. All other items are placed in the open faculty personnel file.
2. The personnel folder is not to be removed from the office of the Dean of Faculty and nothing can be removed from the file by that person inspecting it. It shall be inspected in the presence of a staff member of the Dean's office.
3. A faculty member does not have an absolute right to copy the personnel file, however a faculty member may request copies of any documents signed relating to obtaining or holding employment including employment contracts and records of discipline. The faculty member may take notes about the entire contents of the personnel file.
4. An entry shall be made in the file indicating the date and time when a faculty member inspected his or her file.
5. A faculty member may add to the file any statements deemed necessary to indicate that the file is inaccurate or incomplete.
6. Files will be open only to active faculty employees, except that former employees terminated after January 1, 1976 shall be allowed to inspect those records relating directly to the decision to terminate. Files will not be open to third parties such as attorneys, friends, or co-workers.

SCRIPPS COLLEGE

3.17 HUMAN PARTICIPANTS IN RESEARCH SCRIPPS COLLEGE INSTITUTIONAL REVIEW BOARD

I. The Scripps College Institutional Review Board (IRB) shall be responsible for the protection of the rights and welfare of participants in research activities carried out by persons acting under the auspices of Scripps College. All such research activities involving human participants shall be reviewed to determine whether the participants are at risk, and, if risk is involved, whether:

- A. The risks to the participant (or to groups with which s/he may be identified) are minimized,
- B. The risks are reasonable in relation to anticipated benefits,
- C. The selection of participants is equitable, or
- D. Informed consent is sought from each participant and is appropriately documented.
- E. Privacy and confidentiality of participants are protected.

Where risk is involved, the Committee shall be responsible for continuing, regular review of the conduct of the research. Where necessary, the Committee shall be responsible for certifying the acceptability of proposed research to the President in order that s/he may convey this to agencies requiring such assurances.

II. Composition of IRB

The President of the College shall appoint the Scripps College Human Protections Administrator who will staff the Institutional Review Board. The Dean of the Faculty shall appoint the IRB Chair-Quantitative, IRB Chair-Qualitative, and IRB members. The Human Protections Administrator has administrative responsibility for administering the College's human participants review program and serves as the College's primary contact to federal agencies requiring IRB review of human participants research.

To be eligible to review federally funded research grants involving human participants, the IRB must be registered with the Office for Human Research Protections (OHRP) and the College must have on file with the Office for Human Research Protections an approved Federal-Wide Assurance (FWA). (Please contact the President's Office for further information about IRB certification and the College's approved FWA.) Moreover, the Institutional Signatory Official, the IRB Chair-Quantitative, IRB Chair-Qualitative, the Human Protections Administrator and all the Human Participants Research Investigators must complete appropriate education and training before reviewing or conducting human subject research. Further information can be

Obtained from the website for the Office of Human Research Protections (OHRP) <http://ohrp.osophs.dhhs.gov>. Educational and training modules are also available at this website.

IRB shall consist of two Chairs, one for assessing quantitative and one for assessing qualitative research proposals, and at least five additional members: two faculty, one student and two individuals from outside the College. The IRB Chair-Quantitative and all IRB members shall constitute the IRB Quantitative Subcommittee. The IRB Chair-Qualitative and all IRB members shall constitute the IRB Qualitative Subcommittee. The IRB Chair-Quantitative and the IRB Chair-Qualitative will receive 1 course release for every 3 years of service. Course replacements for an IRB chair course release will follow the same process as sabbatical course replacements and will be granted when crucial for the integrity of the curriculum.

The IRB shall be sufficiently qualified through experience, expertise and diversity of its members to promote complete and adequate review of research activities commonly conducted at Scripps. In accordance with OHRP policies, every effort should be made to ensure that the IRB does not consist entirely of women or men or representatives of one discipline/profession.

The Committee shall include at least one member whose primary concerns are in scientific areas and at least one member whose primary concerns are in nonscientific areas.

The IRB may not have a member participate in its initial or continuing review of any project in which the member has a conflicting interest, except to provide information requested by the IRB.

III. Guidelines for IRB Review:

All IRB reviews related to research with human participants at Scripps College should be guided by the ethical principles in *The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research* of the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research.

The IRB should ensure that all federally supported research with human participants for which the IRB provides review and oversight complies with the Federal Policy (Common Rule) for the Protection of Human Subjects. All research with human participants that is supported by the Department of Health and Human Services (DHHS) should comply with all subparts of HHS regulations at Title 45 Code of Federal Regulations Part 46 (45 CFR 46). All federally supported research with human participants should also comply with any additional related regulations and policies of the supporting department or agency or any relevant regulatory department or agency. In reviewing research that is both federally-supported and FDA-regulated, the IRB should satisfy all of the responsibilities that are applicable to each. Further information can be obtained from the website for the Office of Human Research Protections (OHRP) <http://ohrp.osophs.dhhs.gov>.

Implementation/Recordkeeping

A. The IRB shall establish written procedures for:

1. conducting IRB initial and continuing review, approving research, and reporting IRB findings to the investigator and Scripps;
2. determining which projects require review more often than annually, and which projects need verification from sources other than the investigator that no material changes have occurred;
3. ensuring that changes in approved research are reported promptly and are not initiated without IRB approval, except when necessary to eliminate apparent immediate hazards to the subject; and
4. ensuring prompt reporting to Scripps, the relevant Federal Department or Agency Head, any applicable regulatory body, and OHRP of any (i) unanticipated problems involving risks to subjects or others in any covered research; (ii) serious or continuing noncompliance with Federal, institutional, or IRB requirements; and (iii) suspension or termination of IRB approval for federally-supported research.

B. Proposals for IRB review are to be submitted to the IRB Administrator. If a proposal has as combination of qualitative and quantitative research components, the two chairs shall decide how to evaluate the proposal.

C. A majority vote of the complete membership of the applicable IRB Subcommittee shall be required for approval of a proposal. Discussion of proposals and voting shall be carried out in a meeting where no fewer than one-half of the membership plus one is present.

D. Expedited reviews procedures may be used for

research in the categories listed in the published OHRP list of eligible research and found to involve no more than minimal risk may be reviewed through an expedited review procedure.

minor changes in previously approved research during the authorized approval period.

Expedited reviews may be carried out by the IRB Chair-Quantitative or IRB Chair-Qualitative, as the case may be. All of the requirements for IRB approval of research apply equally to expedited reviews, which should not be viewed as a less rigorous review process.

SCRIPPS COLLEGE

3.18 1940 AAUP STATEMENT ON ACADEMIC FREEDOM (with 1970 Interpretive Comments)

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to ensure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights. [1]

Academic Freedom

(a) 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.

(b) 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. [2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment. [3]

(c) College and 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. [4]

1970 Interpretive Comments

[1] The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both associations either separately or jointly

have consistently affirmed these responsibilities in major policy statements, providing guidance to professors in their utterances as citizens, in the exercise of their responsibilities to the institution and to students, and in their conduct when resigning from their institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics*, adopted in 1966 as Association policy. (A revision, adopted in 1987, was published in *Academe: Bulletin of the AAUP* 73 [July-August 1987]:49.)

[2] The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject.

[3] Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 *Statement*, and we do not now endorse such a departure.

[4] This paragraph is the subject of an interpretation adopted by the sponsors of the 1940 *Statement* immediately following its endorsement which reads as follows:

If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph (a)(4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph (c) of the section on Academic Freedom in the 1940 *Statement* should also be interpreted in keeping with the 1964 "Committee A Statement on Extramural Utterances" (*AAUP Bulletin* 51 [1965]: 29) which states *inter alia*: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his or her position. Extramural utterances rarely bear upon the faculty member's fitness for a position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph V of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of other 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 of speaking or acting 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.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty and teaching assistants, who exercise teaching responsibilities.

Subject to the provisos made in the Scripps College Principles of Community and the AAUP Statement on Academic Freedom, when speakers are invited to the College, and there is a question period, it will be open and unscreened.

Faculty: Approved 02/14/2008

SCRIPPS COLLEGE

3.19 MARY W. JOHNSON FACULTY ACHIEVEMENT AWARDS

(Replaces Scripps College Program for Outstanding Faculty Achievement, effective March 30, 1995, which replaced the Scripps College Endowment Fund for Faculty Recognition, effective July 1, 1990)

A. Purpose: The purpose of this program is to recognize and to reward outstanding achievement by the Scripps faculty for teaching excellence, scholarly contributions, and community leadership on a yearly basis.

B. Program: Twelve awards of \$5,000 each will be made for extraordinary achievement in teaching, scholarly production, and community service to members of the Scripps faculty.

C. Funding: An endowed fund has been created to cover the costs of these achievement awards. They will not be funded through the operating budget of the College.

D. Selection Process: Each Scripps faculty member who wishes to self-nominate or nominate another faculty member will do so by sending such nomination to the Dean of Faculty's office by mid-November (a specific date to be set annually by the Dean of Faculty's Office). Student nominations will be actively solicited for the teaching awards. The Dean of Faculty's Office will notify nominees that have been nominated; if the nominee wishes to be considered s/he must submit a personal statement containing a full summary of her/his teaching, scholarship, and community service for the preceding academic year to the Dean of Faculty's Office, with other required materials by January (a specific date to be set annually by the Dean of Faculty's Office). Faculty members may identify achievements particularly worthy of consideration. The committee will be appointed by the FEC chair and/or the vice chair, in consultation with the dean. If both the FEC chair and the vice chair are applicants for a Johnson award then members of FEC who are not applicants will appoint the committee, in consultation with the dean. If all members of FEC are applicants then the dean will appoint the committee. The three-person faculty committee must consist of members who are active in all three areas of teaching, research, and service, and be balanced as to field and not include two members of the same department. The three-person faculty committee will be composed of FEC members unless the criteria for the committee cannot be met by FEC members only. In that case, other faculty members whose service on the committee will allow the criteria for the committee to be met will be asked to serve, in consultation with the dean. The Dean of the Faculty will serve as chair of the selection committee but will not be a voting member of the committee. The Faculty Awards Committee will ask for appropriate documentation and make recommendations directly to the President. A maximum of 12 recommendations will be made. Normally two of the awards will be given for community service with the remainder for outstanding teaching and/or

scholarly achievement. In exceptional years, the selection committee may give more awards in community service at their discretion. Recipients of the award in any one area should address in a personal statement their performance in all three areas. A Faculty member may receive an award only once for a particular professional accomplishment. For an article to be considered for candidates who have been nominated for the research awards, it must have been either published in the academic year under consideration, or the faculty must have written evidence from the journal's editor of its acceptance for publication. For a book to be considered for candidates who have been nominated for the research awards, it must have been either published in the academic year under consideration, or the faculty must have a written acknowledgment of the receipt and acceptance of the final manuscript from the publisher. For some fields critical evaluations and reviews of one's work are appropriate; in other fields they may not be. This must be taken into account in adjudicating the awards. Individual faculty members will receive notification of their award in a special letter.

E. Eligibility: All voting members of the Scripps Faculty, including part-time faculty with voting rights, will be eligible for achievement awards in all areas. A Keck Science faculty member will not be eligible for an award until he or she has been at Scripps for a year, and then remains eligible for the next five years and for the academic year after rotation from Scripps. An individual faculty member cannot receive awards in the same category--i.e. teaching, scholarship, and community service--in consecutive years.

F. Additional Comments: These are achievement awards which are granted yearly and therefore do not affect salary bases of the faculty. Assessment of nominations for a Johnson Faculty Achievement Award (i) is conducted by an ad hoc committee, not the Appointments, Promotion, and Tenure Committee and (ii) is limited to activity in the preceding year. Accordingly, consideration for or receipt of a Johnson Faculty Achievement Award does not constitute a personnel review by the Appointments, Promotion, and Tenure Committee.

SCRIPPS COLLEGE

3.20 NAMED CHAIRSExpectations

Faculty assigned to named chairs are expected to provide leadership in their designated field by organizing and participating in campus events related to their area of expertise, by maintaining high quality teaching, and by demonstrating a willingness to participate in campus governance. They should have a distinguished teaching record and be actively engaged in scholarly and/or creative activities. Those who are named to chairs will be asked to give a presentation to the college community concerning their professional work in their first year of the appointment.

Procedure for Appointment to a Named Chair

When a chair falls vacant, the President shall have the right to nominate a Professor (full) to fill the chair, to leave the chair unfilled if he or she judges that there is no suitable candidate at the present time, or to institute a search under the usual Faculty Executive Committee/Appointments, Promotions and Tenure Committee procedures to fill the chair from outside the faculty. In making his or her nomination, the President will solicit informed advice from the Dean, members of the faculty including members of the department if applicable, the Appointments, Promotions and Tenure Committee, and, if warranted, from outside experts. In making an internal nomination, the President will submit a letter to the Appointments, Promotions and Tenure Committee explaining the grounds for the nomination and a current curriculum vitae. The Dean of Faculty will provide the APT with course evaluations since the last review and the APT letter from the last review. The APT will convey its recommendation to the Dean of Faculty who will then report back to the President. The Elizabeth Hubert Malott Endowed Chair for the Core Curriculum in Interdisciplinary Humanities will be held by the Core Director who need not be a full professor.

Term of Appointment

Unless otherwise specified, the term of appointment to a named chair shall be 10 years. Appointments to Named Chairs are generally renewable with the exception of those that are not specific to a particular discipline, such as the Mary J. Johnson and J. Stanley Johnson Chair in the Humanities, the Distinguished Professorship in Modern Foreign Languages, the Richard Armour Chair in Modern Languages, and the Mary Wig Johnson Professorship in Teaching. It is expected that appointments to these chairs shall not be renewed and will rotate among qualified faculty. An exception may be made for faculty with signed retirement agreements within 3 years of the chair's expiration date. The term for the Elizabeth Hubert Malott Endowed Chair for the Core Curriculum in Interdisciplinary Humanities is for the duration of the service as the Core Director.

Hartley Burr Alexander Endowed Chair of Humanities

Scripps College does not normally award tenure to any member of the faculty or administration at the time of their hiring. Nevertheless, the faculty of Scripps College authorizes derogation to this policy with respect to the search for a new Hartley Burr Alexander Endowed Chair of Humanities. This person will be considered a professor of the College, housed in a given department but not included in the calculation of normal FTE.

In authorizing this derogation the faculty instructs the Committee on Appointments, Promotion and Tenure (APT) to evaluate the suitability of candidates for the Hartley Burr Alexander Endowed Chair of Humanities to receive “lateral tenure,” as defined below, according to the following guidelines:

Definition of lateral tenure

“Lateral tenure” consists of granting professorial status without limitation of contract at the time of hiring to an individual who already holds tenure at another academic institution.

Eligibility for lateral tenure

1. The individual in question must currently hold tenure at another academic institution.
2. The individual must have a Ph.D. or comparable terminal degree in a discipline or field that is currently taught at Scripps College; or, in the event that the individual has a Ph.D. or comparable terminal degree in a discipline or field that is not currently taught at Scripps College, an existing department or interdisciplinary program must affirm, consistent with the procedures outlined in point 11 (below), that it is prepared to accept the individual as a potential teaching member of that department or interdisciplinary program.
3. The establishment of an individual’s eligibility for lateral tenure does not result in automatic conferral of lateral tenure. Rather, the process for awarding lateral tenure is described below.

Delegated authority for awarding lateral tenure

4. APT is the sole body authorized to determine whether individual candidates for the Hartley Burr Alexander Endowed Chair of Humanities are eligible for lateral tenure; and, having established their eligibility, APT is the sole body authorized to recommend the award of lateral tenure to the President. The Dean of Faculty, as an ex-officio member of APT, will make a separate recommendation to the President as is normally done with all APT decisions.

5. The faculty authorizes APT to amend its normal procedures for evaluating candidates for tenure as outlined below. The faculty further authorizes any additional modifications of APT's normal procedures that are consistent with these guidelines and judged necessary in order for APT to evaluate candidates in a timely fashion. APT shall be sole judge of whether such further modifications to its normal procedures are necessary.

6. Favorable judgments with respect to the substantive questions of eligibility and (subsequently) the possible award of lateral tenure require the affirmative vote of no fewer than four voting members of APT. Procedural matters, such as additional changes to APT's normal procedures (pursuant to point 5) beyond those outlined below, require the affirmative vote of no fewer than three voting members of APT.

Procedure for awarding lateral tenure

7. After the Hartley Burr Alexander Endowed Chair of Humanities Search Committee has constituted its list of finalists for the Hartley Burr Alexander Endowed Chair of Humanities position, the chair of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee will immediately notify the APT if there are individuals on this list who appear to meet the eligibility requirements for, and who have expressed an interest in, lateral tenure. At this time the Search Committee will consult with the APT regarding materials needed for tenure review.

8. At the time of this notification the chair of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee will inform APT of the presumed timetable for an offer to be extended to one of these candidates, and will request that APT make its determination with respect to lateral tenure in accordance with this timetable. APT will endeavor to comply with this request.

9. At the time of this notification the chair of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee will also provide APT and the department or interdisciplinary program in which the candidate would be housed with all the materials in the possession of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee relevant to the evaluation of the teaching, research, and service of potential candidates for lateral tenure.

10. In view of the deadlines involved, APT is not expected to solicit new materials in support of its review of potential candidates for tenure. However, APT retains the authority to do so. In such cases, the chair of APT will advise the chair of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee what materials APT requires, and will request that the chair of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee ask the candidate to supply those materials forthwith.

11. As part of its evaluation process, and consistent with point 2 (above), APT will solicit written evaluations from the members of the department or interdisciplinary program in which the candidate would be housed. The members of this department or interdisciplinary program will be asked whether they are prepared to accept the individual as a teaching member of that department or interdisciplinary program. The members of

this department or interdisciplinary program may submit their views on this question collectively or individually, or both, as they see fit.

12. In order to facilitate the evaluation process referred to in point 11 (above), APT will request that the Hartley Burr Alexander Endowed Chair of Humanities Search Committee organize the agenda for the campus visit of candidates considered for lateral tenure to permit meetings with the relevant departments or interdisciplinary programs.

13. In view of the compressed time frame likely to be associated with APT's review, the chair of APT and the Dean of the Faculty will immediately inform the chair of the Hartley Burr Alexander Endowed Chair of Humanities Search Committee and the President of the College of their recommendations.

SCRIPPS COLLEGE

3.21 POLICY ON DISCRIMINATION AND HARASSMENT

As a community dedicated to the education of women and the advancement of learning, Scripps College seeks to maintain an environment in which individuals can live, learn, and work free from discrimination and harassment of any kind. The College regards such behavior as inimical to its educational purposes and to the respect for individuals which it holds to be essential in all aspects of institutional life. Members of the Scripps community, which is defined as all individuals permanently or temporarily employed by, studying at, or officially connected with the College, should be aware that the College is strongly opposed to all forms of discrimination and harassment and that such behavior is prohibited by College policy and, in some instances, by civil laws.

Discrimination of any kind limits the access of all members of the community to the full life of the College. Harassment is defined as verbal, written, or physical conduct, which has the intent or effect of unreasonably interfering with an individual's education, work, or residential life at Scripps. Such harassment specifically includes that which is based on race, color, sex, religion, age, national origin, sexual orientation, or disability.

I. Sexual Harassment

A. Definition of Sexual Harassment

Sexual harassment is a form of sex discrimination which is illegal under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964 for employees, and Title IX of the Education Amendments of 1972 for students. Scripps College accepts the definition of sexual harassment as stated in the guidelines of the Equal Employment Opportunity Commission: "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment or education; (2) submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or of creating an intimidating, hostile, or demeaning employment or educational environment."

Because of the potential complications arising from existing power differentials, Scripps College discourages romantic relationships between faculty and students, faculty and support staff, support staff and students, and supervisors and their immediate subordinates (see Policy on Consenting Relationships below).

Moreover, individuals should be aware that sexual relationships that at one time appear consensual can later result in claims of sexual harassment. If a sexual harassment claim subsequently is filed, the argument that the relationship was consensual will be,

according to current law, evaluated in light of the power differential that exists between faculty and students. Because faculty members have power over students, the voluntary nature of a consensual relationship between a faculty member and a student will be questioned.

It is to be emphasized as well that sexual harassment may give rise to actionable claims by third parties. An example of this would be if students in a class know that their professor and a fellow student are in a sexual relationship, and note what they take to be special attention paid to that student. They might then claim that the situation has generated an “intimidating, hostile, or demeaning” academic environment.

B. General Principles

1. It is the policy of the College to prohibit any form of sexual harassment and to take appropriate sanctions against anyone who engages in sexual harassment.
2. It is the policy of the College to make sure that any person who believes he or she has been sexually harassed can come forward or make a complaint without fear of reprisal. Such retaliation is unlawful. Any attempt to take reprisal against a person making a complaint of sexual harassment shall be treated as a separate count of harassment.
3. It is the policy of the College to take all complaints of sexual harassment seriously, and to deal with them expeditiously, confidentially, and fairly.
4. It is the policy of the College that the sanctions against proven sexual harassment may range from reprimand to expulsion from the College or dismissal from employment.
5. In the event that harassing conduct occurs by persons not associated with the College, it remains the policy of the College to encourage any person who believes he or she has been harassed to come forward to make a complaint. Although the College cannot be responsible for or control all conduct of persons not associated with the College, the College will take appropriate action to prevent or deal with such conduct.

C. Procedures for Making and Handling Complaints of Sexual Harassment

1. The President shall appoint a member of the faculty or staff to be the Sexual Harassment Grievance Officer (SHGO). The duties of SHGO shall be (a) to provide information concerning sexual harassment and the College’s policy on sexual harassment to all persons employed by, studying at, or officially connected with the College, and to make public the names of the alternate SHGO’s as provided below; (b) to facilitate informal mediation of sexual harassment complaints where appropriate; (c) to receive formal charges of

sexual harassment and to inform both the accuser and the accused of their rights under College policy; (d) to mediate cases of sexual harassment with other Claremont institutions as necessary; and (e) to maintain confidential records as described below.

2. Any person who believes he or she has been sexually harassed shall take his or her complaint to the SHGO within 120 days of the date of the latest instance of the alleged harassment, exclusive of semester breaks or College holidays.
3. A list of three additional persons shall be made public by the SHGO (a member of the faculty, a member of the administrative staff, and a member of the Dean of Students staff) who may act as *alternates* for the SHGO if the complainant so chooses. These individuals shall be instructed by the SHGO as to their responsibilities and duties at the time they are so designated, and shall be fully empowered to act as the SHGO throughout a case if the complainant so chooses.
4. If the complainant simply wishes to explore with the SHGO, or with one of the alternate SHGOs, the definition of sexual harassment as it applies to the complainant's situation without initiating action, the complainant may do so by discussing with the SHGO the nature of the complaint without naming the accused. The complainant should understand that when an individual is named the College is obliged by law to see that the complaint is acted upon in one of the ways described below and is further obligated to inform the accused of the complaint. The College shall maintain a record of the complaint, whether the complainant elected to proceed to a formal hearing, a summary of the investigation undertaken by the College, and a statement of action taken, if any.

Informal Procedure

5. If both parties agree, the complainant may be handled informally by any means the SHGO and the parties agree to such as: mediation by an agreed-upon third party or whatever other means may be suggested by the SHGO and agreed to by the parties.
6. The informal proceedings shall commence immediately and be completed within 15 working days of the date of the complaint. This time frame is exclusive of semester breaks and/or College holidays which may extend the time allowed for completing the informal procedures.

In the event there is a resolution that involves, in the opinion of the SHGO, an admission of significant wrongdoing, then the SHGO will prepare a written statement of the case and the agreed resolution, including the proposed sanction. The SHGO will discuss this statement with the President, and upon the agreement of the President, the statement will be signed by the complainant, the accused, and the President. Copies of this statement will be kept in the files of the complainant and in the personnel or educational file of any accused person who is an employee or student of the College. Such statement shall be

considered a settlement agreement and shall prevent any party from reopening the case. In case of exoneration, no records beyond those stated in #4 above will be kept.

7. The SHGO may decline to provide means for an informal resolution of a complaint if he or she believes the complaint may subsequently be subject to a criminal charge.
8. The College may investigate charges of sexual harassment and take appropriate action, even if the alleged harassee declines to proceed with an informal or formal hearing. In such instances, the College shall not abrogate the rights of due process specified below.

Formal Procedure

9. At any point prior to or during the informal proceeding either party may request that the case go forward to a formal hearing, either by a judicial board or by the President, as provided below. Such requests must normally be made in writing to the SHGO within 120 days of the latest instance of the alleged harassment or within 30 days after the suspension of the informal proceedings.
10. The Judicial board shall consist of a) two students (Scripps Associated Students President [or her designee], and the Student Judiciary Chair); b) two staff persons, (the Scripps College representative to the Six-College Grievance Committee and one other person appointed by the President); c) and two faculty members, chosen as follows: APT shall nominate six faculty members from the list of regular, continuing faculty members past their first review. First, the accuser and then the accused shall strike two names. Service on this judicial board may not be refused.
11. The judicial board shall convene within five working days of its formation and complete its investigation, including the formal hearing, within 15 working days of its first meeting. This time frame is exclusive of semester breaks and/or College holidays and may be extended for good cause and with the agreement of the parties involved.
12. The judicial board shall investigate the facts of the case to the best of its ability, and shall have the right to call witnesses, hire investigators or other relevant professionals and, with the approval of the President, to use legal counsel appointed by the College. If the judicial board finds that sexual harassment has occurred, it shall recommend an appropriate sanction against the harasser. At the time of setting the sanction, and only then, the judicial board shall be informed of past complaints, if any, which are recorded in the personnel or educational file of the accused or in the records of the SHGO, except those from which he or she has been exonerated. This sanction shall be reviewed by, and then imposed by, an administrative panel consisting of the Dean of Students, the Dean of Faculty, and the Personnel Officer, which shall have the power to modify the recommendation of the judicial board. Expulsion from the College or

dismissal from employment shall be imposed only in the case of gross misconduct -- that is, clearly intentional, abusive and/or coercive acts which significantly harm another person -- or the repetition of serious acts of misconduct for which an individual has previously been *formally* charged and been found to have committed.

13. Within seven (7) working days of the completion of its investigation, the judicial board shall prepare a written report detailing its findings and its recommendation concerning the sanction, if any, for the administrative panel and the President of the College. This report shall be available to both parties. Four votes are required for a finding of sexual harassment. If the judicial board divides on the nature of the sanction, the sanction will be decided by the administrative panel.
14. It is the policy of the College to allow for due process to all parties from the point at which a formal procedure is instituted, which shall be defined as including the right to timely access to all information in the possession of the College relevant to the case, the right to call witnesses, the right of the accused to confront the accuser in a formal proceeding, the right to be represented by legal or other counsel, and the right to object to proffered evidence that is irrelevant, based on hearsay, or otherwise unreliable.
15. A verbatim record of the hearing shall be made and transcripts furnished upon request to the complainant and the accused.
16. The person found to have engaged in sexual harassment or the complainant (i.e. the accused or the accuser) may appeal to the President the finding and/or the sanction imposed. An appeal must be submitted directly to the President within 10 working days of the date that notice of the final determination was issued to the accuser and the accused. An appeal must be based on any of the following: significant new evidence; procedural error, including the misapplication of policy or legal standards; the harshness of the sanction; or the perception of bias. Written notice of the appeal decision shall be provided to both parties within five working days of the date upon which the President received the appeal. This time frame is exclusive of semester breaks and/or College holidays and may be extended for good cause.
17. If both parties agree, and the President consents, the case may be heard directly by the President, bypassing the judicial board designated above. In doing so, no right of due process is waived except that of appeal to the President. Written notice of the determination by the President shall be provided to both parties within fifteen (15) working days. This time frame is exclusive of semester breaks and/or College holidays and may be extended for good cause.

D. Additional Information

The attached brochure provides further information regarding the provisions of the California Fair Employment and Housing Act (http://www.dfeh.ca.gov/Publications_FEHADescr.htm).

E. Consenting Relationships (See also FH 3.22)

1. The College strongly discourages and considers inappropriate consenting sexual relationships between individuals associated with the College, one of whom exercises institutional authority over the other.
2. Where such relationships involve the active and immediate exercise of authority, as in the case of a faculty member and a student currently studying under the faculty member, or a staff member and an immediate subordinate, the College has the right to take disciplinary action.
3. In the case of a sexual relationship in which the parties believe that the restrictions of the preceding points do not apply, it is the obligation of the individual in authority to take all necessary steps to remove herself or himself from professional actions affecting the other individual. Failure to do so may result in disciplinary action. These requirements also apply where a sexual relationship occurred in the past.

II. Scripps College Policy on Discrimination and Harassment Other Than Sexual Harassment

Discrimination and harassment of any kind is unacceptable at Scripps and is in conflict with the educational policies and interests of the College, and, in some instances with civil laws.

Harassment is defined as verbal or physical conduct that has the intent or effect of unreasonably interfering with an individual's education, work or residential life at Scripps. Such harassment specifically includes harassment on the basis of race, color, sex, marital status, religion, age, national origin, sexual orientation, physical or mental disability or medical condition.

Any member of the Scripps community who believes that he or she has been so harassed is encouraged to take the matter to an appropriate officer of the College. The College officer shall attempt to resolve this matter within the time frame specified for the "Informal Procedures" for sexual harassment instances. If this attempt to resolve the matter informally is not successful, if the complainant requests a formal investigation, or in a case of persistent behavior which may require formal disciplinary action on the part of the College, the relevant procedures and time frame specified for conducting formal hearings for sexual harassment instances will be used.

In these procedures as well as in those covering sexual harassment described above, the College expects that persons required to act in a judicial capacity will observe strict confidentiality.

Approved by the Scripps College Faculty: January 1996 (Paragraphs 3 and 4 under I.A. "Definition of Sexual Harassment" approved by Faculty December 2000): by Senior Staff: October 1995; by College Council, March 1996.

SCRIPPS COLLEGE

3.22 POLICY ON CONSENSUAL RELATIONS BETWEEN
FACULTY AND STUDENTS

It is the College's policy that sexual relations between faculty members and students over whom they exercise authority are prohibited. Examples of such authority relationships include students in the faculty member's department, program, or classes; and faculty who serve as a student's advisor, thesis reader, writer of evaluations, or evaluator in academic competitions. This policy extends to sexual relations between faculty and students over whom they have exercised authority in the past, currently exercise authority, or are likely to do so in the future.

As a more general matter, sexual relationships between faculty and students are inconsistent with the aims of the College, which include providing an atmosphere in which each member of the community may contribute "to the learning and teaching of all" (*Principles of Community*). An essential precondition of the maintenance of such an atmosphere is an academic environment free of the threat of hostility, harassment, and humiliation. Sexual relationships between faculty and students compromise such an environment and are professionally unacceptable.

In addition, individuals should be aware that consensual sexual relationships can result in actionable claims of sexual harassment because the voluntariness of the consent may be questioned when a power differential exists. If a sexual harassment claim subsequently is filed, the argument that the relationship was consensual will be evaluated in light of this power differential. (See in this regard both the College's Policy on Discrimination and Harassment [FH 3.21] and the AAUP statement reproduced below.)

AAUP Statement on Consensual Relations Between Faculty and Students

Sexual relations between students and faculty members with whom they also have an academic or evaluative relationship are fraught with the potential for exploitation. The respect and trust accorded a professor by a student, as well as the power exercised by the professor in an academic or evaluative role, make voluntary consent by the student suspect. Even when both parties initially have consented, the development of a sexual relationship renders both the faculty member and the institution vulnerable to possible later allegations of sexual harassment in light of the significant power differential that exists between faculty members and students.

In their relationships with students, members of the faculty are expected to be aware of their professional responsibilities and avoid apparent or actual conflict of interest, favoritism, or bias. When a sexual relationship exists, effective steps should be taken to ensure unbiased evaluation or supervision of the student.

FEC: Approved 11/06/00

Faculty: Approved 12/7/00

SCRIPPS COLLEGE

3.23 SABBATICAL LEAVES

There are two types of regular sabbatical leaves available for Scripps faculty: seventh year and seventh semester sabbatical leaves. Faculty members are eligible for sabbatical leave upon completion of a requisite number of years of teaching after their full-time appointment to the College, or after a specified number of semesters of teaching since their last sabbatical leave, as outlined below. A sabbatical leave is not a reward for service previously rendered but an opportunity for the development of the individual's abilities as a teacher and a scholar for the benefit of the College as well as the faculty member. Therefore, no one should apply for sabbatical leave (of either type) unless s/he can anticipate several years of teaching after his or her return, except in the case of a terminal sabbatical.

Probationary faculty members may be eligible to apply for seventh semester sabbatical leaves if they have been granted new, on-going contracts after successful completion of three years of service. The APT Committee normally does not review faculty members who are on leaves of any kind.

- A. Seventh Year Sabbatical Leaves. Faculty members above the rank of Instructor are eligible in the seventh year after their full-time appointment to the College or in the seventh year after their last regular sabbatical leave, to take a full year's sabbatical at 80% pay or a one-semester sabbatical at full pay. If a seventh year sabbatical leave is taken for one semester (at full pay), the faculty member will teach three courses or the equivalent in the alternate semester of the same year. Accrual of time toward the next sabbatical leave will begin at the completion of the academic year in which the leave is taken. In the case of a seventh year sabbatical taken for an entire year (at 80% pay), accrual of time toward the next regular sabbatical leave will begin after the year's leave. If regular sabbatical leaves must be postponed accrual toward subsequent sabbatical leaves may be arranged pursuant to communication with the Dean.

- B. Seventh Semester Sabbatical Leaves. Faculty members above the rank of Instructor have the option, in the seventh semester after their full-time appointment to the College or in the seventh semester after their last regular sabbatical leave, of taking a one-semester sabbatical leave. Effective academic year 2013-14, tenured faculty receive 80% pay and, for their first leave, pre-tenure faculty receive 100% pay, and 80% pay for any subsequent leave. If such a seventh semester sabbatical leave is taken, the faculty member has the option to teach either two or three courses during the semester in residence for the first sabbatical. This choice will establish a rotation, alternating between two and three courses during the semester in residence for future sabbaticals. For instance, if a faculty member teaches two courses during the semester in residence for the first sabbatical, during the next sabbatical, the faculty member will teach three courses during the semester in residence. Normally, accrual of time toward the next sabbatical will begin upon

completion of the semester's leave, but if institutional or personal needs require postponement of the leave, then accrual of time will begin at the time the sabbatical otherwise would have been completed.

C. Senior Lecturer Sabbatical Leaves

Senior Lecturers are eligible for 1 semester sabbatical leaves every 7 years (half of those accorded to full-time faculty) at the rate of 80% of salary. The salary level of which they will receive 80% will be determined to be an average of their last 5 years' number of courses times the current salary level. After 14 years a part-time Senior Lecturer can apply in the 14th year for a one semester sabbatical during the 15th year at their full part-time salary.

D. Sabbatical Leave Request Process

Each fall the Dean of the Faculty will invite faculty eligible for sabbaticals to submit their requests for the following academic year, in writing. The letter should specify the semester(s) in which leave is desired, type of leave requested (e.g., 7th semester, 7th year), the number of courses taught while in residence, a detailed plan of professional activities for period of leave, accomplishments from the most recent leave, and impact on the curriculum. The chair of the faculty member's department must submit a letter to the Dean stating the impact of the proposed sabbatical on the department and affiliated programs. Approval of sabbatical leaves is based upon the merits of the proposal and on past performance in research, teaching, and service.

The APT Committee will review such requests for sabbatical leave and make a recommendation to the President. The candidate will normally be notified of the final decision of the Board of Trustees by January 15, but no later than April 15, of the academic year previous to the proposed sabbatical.

Within one month of his/her return to teaching from sabbatical leave, the individual concerned should submit to the Dean of the Faculty a written summary of the professional activities undertaken while on leave. Any departures from the earlier tentative plan should be explained, since the two documents will remain in the individual's file as a record of his/her planning and achievements during that particular year of service to the College.

Course replacements for faculty leaves are not automatic. Department chairs are required to complete a "DEPARTMENTAL REQUEST FOR COURSE REPLACEMENT FORM" and submit this to the Faculty Executive Committee for approval.

SCRIPPS COLLEGE

3.24 SUPPORT FOR COMPUTING RESOURCES

The Scripps Information Technology department exists to support and enhance teaching and learning, scholarly and creative activity, and administrative functions as defined and envisioned in the College IT Strategic Plan.

Below is a list of the support policy and trouble shooting procedures for all Scripps-owned computers on campus.

Installed and Supported Software

Scripps owned MAC or Windows computer in your office will come with a standard suite of software supported by the College. The applications include: MS Office (Word, PowerPoint, Excel, Access), Web Browser and Email.

Storing Data Files on the Network

All of your files should be stored on the network and not your local hard drive. If you choose to store files off of the network you may want to use floppy, zip or CD. Please note, however, that files saved off of the network are not protected by system backups, virus scanning or other security implement on the server.

Installing Other Software Applications

Scripps Faculty may install other software applications to which they possess a legal license to use on the office computer. The existing policy remains that there will be only minimal support from the IT staff in trouble shooting problems or general use of this software.

In order to maximize our ability to provide expert and timely assistance, it is necessary for the College to minimize the number of platforms and software packages supported.

Trouble Shooting Problems

Should you have a software or hardware problem with your computer, (namely Microsoft Word won't print or PowerPoint doesn't start) a staff member may spend up to an hour trouble shooting the problem. After one hour, the staff member will erase the entire hard disk and re-install from the network the original software suite supported by the College. That means, ALL DATA AND SOFTWARE FILES will be deleted and only those programs on the standard office image (MS OFFICE, Netscape, Email) will be reinstalled. It is the responsibility of the Faculty member to reinstall any additional software programs he or she has elected to use and to restore their personal files from their own backup source if they chose to save files on the local hard disk.

SCRIPPS COLLEGE

3.25 Irvine Foundation Revolving Faculty Loan Program

May 1992

Revised May 20, 2009

PURPOSE

The program is established to attract and retain promising young faculty members by providing down payments for the purchase of houses in Claremont and the surrounding area.

ELIGIBILITY

Tenure track faculty are eligible to apply for this program after their first successful review and reappointment through their third year past tenure by the Appointments, Promotion and Tenure Committee. Eligibility is not a guarantee of receiving a loan. Loans will be granted at the discretion of the Dean of Faculty and with final approval from the President. In the event that insufficient funds are available, the Treasurer has the discretion to authorize loans in excess of available cash, up to the value of one loan, to be funded by operating cash. Interest will be paid by the Fund to operating cash on the short term loan at the then prevailing interest rate earned on operating cash.

TERMS AND CONDITIONS

A loan secured by a second deed of trust will be granted for ten percent of the purchase price of a house up to a maximum of \$50,000. This amount is subject to adjustment in response to market conditions.

The loan will be free of interest and principal payments for three years from the date of origination. Thereafter, principal and interest payments are due monthly to fully amortize the loan over 12 years at 6% interest to be paid by payroll deduction. Interest rate and principal payments are subject to change for future loans based upon market conditions.

Prepayment of the loan is possible at any time without penalty and due upon sale of the house or one year after termination of employment by Scripps College.

Exceptions to the terms and conditions shall be approved by the Investment Committee.

OVERSIGHT

The program shall be reviewed periodically by the Investment Committee of the Board of Trustees. Changes in terms and conditions of the loans may be authorized in the interests of the program, as well as the financial viability of the fund.

SCRIPPS COLLEGE

3.26 PROCEDURE FOR CANCELING CLASSES
AT THE CLAREMONT COLLEGESBackground Assumptions:

1. The mission of each of The Claremont Colleges states that education is the primary service which each provides to students; therefore, it is the policy of The Claremont Colleges that classes will not be canceled. Only overriding considerations of the most serious kind (safety, health, etc.) may justify interrupting instruction.
2. Because the Constitution of The Claremont Colleges provides for free cross-enrollment, each member of The Claremont Colleges has an interest in each other member continuing to provide instruction without interruption. Therefore, a member institution that cancels classes must immediately contact the Chair of the Council of Presidents, the CEO of CUC and Campus Safety to inform them of the cancellation.
3. The structure of various members of The Claremont Colleges is such that there are special considerations for different institutions. For example:

Most instruction at Claremont Graduate University is given in late afternoon or early evening, relatively few students live in Claremont, and many students travel considerable distances to attend classes;

Instruction at Keck Graduate Institute is done on a different daily schedule than for the other member colleges;

Cross-enrollment among the five undergraduate colleges is so extensive and complex that it is extremely difficult for all of them if even one of the undergraduate colleges cancels class.

Procedure for canceling classes:

1. Only a President or Acting President of a member college may cancel classes on a single campus.
2. Any President or Acting President shall inform the member Colleges and may initiate a request to cancel classes on the other campuses by contacting the Chair of the Council of Presidents.
3. Upon receiving notice of cancellation or a request to cancel classes, the Chair of the Council shall convene the Council at the earliest possible time – either by personal meeting or by telephone conference – to discuss the scope, duration

and nature of the interruption, as well as the process for communicating the resumption of classes.

4. If possible, any announcement canceling classes should include a statement about how or when canceled classes will be made up.
5. The Chair of the Council of Presidents bears responsibility for communicating any such interruption at the earliest possible time (and in any case prior to the first canceled class hour) to the following at each of The Claremont Colleges:
 - The Office of the President;
 - The Office of the Dean of Faculty;
 - The Office of the Registrar;
 - The Office of the Dean of Students; and
 - The CEO of CUC shall also be notified.
6. Notice shall be given by telephone and by email.
7. The Council of Presidents should inform students and faculty both by email and by posting the cancellation notice in prominent places (for off-campus students)
8. The Registrars' Committee of The Claremont Colleges may be helpful in scheduling makeup times and places, particularly if more than one campus is involved.

Approved by the Council of the Claremont Colleges: June 9, 2004

SCRIPPS COLLEGE

3.27 STATEMENT ON RESEARCH INTEGRITY

This statement on research integrity represents a code of ethics that Scripps College expects all active members of our academic community, faculty members and students alike, to uphold in their research and scholarship.

A. Regarding Plagiarism

- One must not present another's work as one's own.
- Substantive contributions of collaborators and students must be recognized.
- Unpublished work of other researchers and scholars may be cited only with due acknowledgement and with permission according to the accepted practices of the discipline.
- Archival material must be used in accordance with the rules of the archival source.
- Permission of the author must be obtained before using new information, concepts or data originally obtained through access to confidential manuscripts or applications for funds for research or training.

B. Regarding Falsification

- Scholarly and scientific rigor and integrity must be observed in obtaining, recording and analyzing data and in reporting and publishing results.
- Authorship of published work must include all those, and only those, who have materially contributed to, and share responsibility for, the contents of the publication.
- Faculty members and students are responsible for representing themselves, their departments/programs, and Scripps College accurately and in accordance with the Faculty Handbook and the Guide to Student Life in all electronic and print materials.

C. Regarding Conflict of Interest

- Investigator must reveal to sponsors, universities, journals or funding agencies any material conflict of interest, financial or other.

D. Regarding Treatment of Participants

- All research involving human participants must be approved by the Institutional Review Board at Scripps College before the beginning of the project. (Consult the Faculty Handbook Section 3.17 for policy.)
- Similarly, all research involving animals as experimental subjects must be approved by the Animal Care and Use Committee of the Keck Science Department before the onset of the project.
- Researchers have primary ethical obligations to the participants and materials they study.

- Investigators must ensure, to the degree reasonably possible, that their research does not harm the safety, dignity, privacy, or psychological well being of the people who serve as participants of the research.
- Informed consent must be obtained from persons being studied, providing information, or owning or controlling access to material being studied according to the accepted practices of the discipline.
- Researchers must determine in advance whether their hosts/providers of information wish to remain anonymous or receive recognition, and make every effort to comply with those wishes. Researchers must present to their research participants the possible impacts of the choices, and make clear that despite their best efforts, anonymity may be compromised or recognition fail to materialize.

POLICY FOR RESPONDING TO ALLEGATIONS OF RESEARCH MISCONDUCT

I. Introduction

A. General Policy

Scripps College (the “College”) is responsible for the integrity of the research conducted at the College. As a community of scholars to which truthfulness and integrity are fundamental, the College must establish procedures for the investigation of allegations of misconduct in research. Furthermore, federal regulations require the College to have procedures for addressing incidents in which there are allegations of certain types of misconduct in research.

B. Scope

This policy applies to all individuals at the College engaged in any research, whether or not such research is supported by external funding. This policy applies to any person employed by, contracted by, or affiliated with the College, such as faculty, staff, students, guest faculty or other academic visitors hosted by the College.

The policy will generally be followed when an allegation of possible research misconduct is received by an institutional official. Any significant variation from this policy should be approved in advance by the Dean of Faculty or his or her designee of the College.

II. Definitions

- Allegation* means any written or oral statement or other indication of possible research misconduct made to an institutional official.
- Good faith allegation* means an allegation made with the honest belief that research misconduct may have occurred. An allegation is not in good

faith if it is made with reckless or willful disregard of facts that would disprove the allegation.

- C. *Inquiry* means gathering information and initial fact-finding to determine whether an allegation of research misconduct warrants an investigation.
- D. *Investigation* means the formal examination and evaluation of the relevant facts to determine if research misconduct has occurred, and, if so, to determine the responsible person and the seriousness of the misconduct.
- E. *Research record* means any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an allegation of research misconduct. A research record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; correspondence; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.
- F. *Respondent* means the person against whom an allegation of research misconduct is directed or the person whose actions are the subject of the inquiry or investigation. There can be more than one Respondent in any inquiry or investigation.
- G. *Research misconduct* means fabrication, falsification, plagiarism, or other serious deviation from accepted practices within the relevant scholarly community for proposing, conducting, or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.
- H. *Complainant* means a person who makes an allegation of research misconduct.

III. Responsibilities for Inquiry and Investigation

A. Research Integrity Officer

The Dean will appoint the Research Integrity Officer (“RIO”) who will have primary responsibility for implementation of the procedures set forth in this document.

The RIO will appoint the inquiry and investigation committees and ensure that necessary and appropriate expertise is secured to carry out a thorough evaluation of the relevant evidence in an inquiry or investigation.

The RIO should be discreet in conducting inquiries and investigations of allegations of research misconduct and limit information regarding such allegations to those individuals or entities with a need to know such information.

The RIO will assist the inquiry and investigation committees and all institutional personnel in complying with these procedures and with applicable standards imposed by government or external funding sources. The RIO is also responsible for maintaining the record of all inquiries and investigations and for preserving the confidentiality and security of the files.

The RIO will report to the Dean of Faculty and keep the Dean of Faculty apprised of any developments during the course of the inquiry or investigation that may affect current or potential external funding for the individual(s) under investigation or that may require disclosure to any federal agency.

B. Complainant

The Complainant will have an opportunity to testify before the inquiry and investigation committees. The Complainant is responsible for making allegations in good faith, maintaining confidentiality, and cooperating fully with an inquiry or investigation.

C. Respondent

The Respondent will be informed by the Dean of Faculty of the allegations when an inquiry is opened. The Respondent will have the opportunity to be interviewed by and present evidence to the inquiry and investigation committees. The Respondent is responsible for maintaining confidentiality and cooperating fully during the inquiry or investigation.

D. The Dean of Faculty

The Dean of Faculty will receive the inquiry and/or investigation report. The Dean of Faculty will consult with the College President or other appropriate officials and will determine whether to conduct an investigation, whether misconduct occurred, whether to impose sanctions, or whether to take other appropriate administrative actions.

IV. General Policies and Principles

A. Responsibility to Report Misconduct

All employees or individuals associated with Scripps College should report observed, suspected, or apparent research misconduct to the Dean of Faculty. If an individual is unsure whether a suspected incident falls within

the definition of research misconduct, he or she may contact the Dean of Faculty to discuss the suspected misconduct. If the circumstances described by the individual do not meet the definition of research misconduct, the Dean of Faculty will refer the individual to the appropriate official for resolving the problem.

B. Protecting the Complainant

Scripps College prohibits retaliation against individuals who make a good faith allegation of research misconduct. Individuals who believe they are being retaliated against for raising an allegation should immediately report any alleged retaliation to the Dean of Faculty, who will investigate the matter.

C. Protecting the Respondent

Inquiries and investigations will be conducted in a manner that will ensure fair treatment to the Respondent(s) in the inquiry or investigation. In addition, to the extent possible and consistent with the needs of the investigation, the institution will endeavor to be discreet while conducting the investigation.

Institutional employees accused of research misconduct may consult with the College Ombudsman, legal counsel or a non-lawyer personal adviser (who is not a principal or witness in the case) to seek advice, and may bring a personal advisor (but not the Ombudsman or legal counsel) to interviews or meetings on the case.

D. Responsibility to Cooperate with Inquiries and Investigations

Institutional employees are obligated to cooperate with the RIO and other institutional officials during their inquiry or investigation into allegations of research misconduct. Such cooperation includes responding to questions from the RIO and other institutional officials, providing any requested documents or evidence, and responding to their requests for information.

V. Conducting the Inquiry

A. Initiation and Purpose of the Inquiry

Following the preliminary assessment, if the Dean of Faculty determines that the allegation provides sufficient information to allow specific follow-up or involves external support, he or she will direct the RIO to initiate the inquiry process. The Dean of Faculty should identify clearly the original allegation and any related issues that should be evaluated. The purpose of the inquiry is to make a preliminary evaluation of the available evidence and testimony of the Respondent, Complainant, and key witnesses to determine whether there is sufficient evidence of possible research

misconduct to warrant an investigation. The purpose of the inquiry is not to reach a final conclusion about whether misconduct occurred or to determine responsibility for such alleged misconduct. The findings of the inquiry will generally be set forth in an inquiry report.

B. Sequestration of the Research Records

After receiving an allegation of research misconduct that involves external funding, the Dean of Faculty should ensure that all original research records and materials relevant to the allegation are immediately secured.

C. Appointment of the Inquiry Committee

The RIO, in consultation with other institutional officials as appropriate, will appoint an inquiry committee and committee chair within ten (10) working days of the initiation of the inquiry. The inquiry committee should consist of individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegation, interview the principals and key witnesses, and conduct the inquiry. The inquiry committee shall consist of three members, one of whom shall be a faculty member. The other two may be subject matter experts, administrators, attorneys, or other qualified persons, and they may be from inside or outside the institution. The faculty member shall serve as chair.

The RIO will notify the Respondent of the proposed committee membership in ten (10) working days. The Respondent may submit a written objection to any appointed member of the inquiry committee based on bias or conflict of interest within five (5) working days. In such event, the RIO will determine, in his or her sole discretion, whether to replace the challenged member with a qualified substitute.

D. Charge to the Committee and the First Meeting

The RIO will prepare a charge for the inquiry committee that describes the allegations and any related issues identified during the allegation assessment. The purpose of the inquiry is to make a preliminary evaluation of the evidence and testimony of the Respondent, Complainant, and key witnesses to determine whether there is sufficient evidence of possible research misconduct to warrant an investigation. The purpose is not to determine whether research misconduct definitely occurred or who was responsible.

At the committee's first meeting, the RIO will review the charge with the committee, discuss the allegations, any related issues and the appropriate procedures for conducting the inquiry, assist the committee with organizing plans for the inquiry, and answer any questions raised by the

committee. The RIO will be present or available throughout the inquiry to advise the committee as needed.

E. Inquiry Process

The inquiry committee will normally interview the Complainant, the Respondent, and key witnesses, and examine relevant research records and materials. The inquiry committee will evaluate the evidence and testimony obtained during the inquiry. After consultation with the RIO, the committee members will decide whether there is sufficient evidence of possible research misconduct to recommend further investigation. The scope of the inquiry does not include deciding whether misconduct occurred or conducting exhaustive interviews and analyses.

VI. The Inquiry Report

A. Elements of the Inquiry Report

The inquiry committee will prepare a written inquiry report setting forth the name and title of the committee members and experts, if any; the allegations; a summary of the inquiry process used; a list of the research records reviewed; summaries of any interviews; a description of the evidence in sufficient detail to demonstrate whether an investigation is warranted; the committee's determination as to whether an investigation is recommended; and whether any other actions should be taken if an investigation is not recommended.

B. Inquiry Decision and Notification

1. Decision by Dean of Faculty

The RIO will transmit the final report to the Dean of Faculty, who will make the determination of whether findings from the inquiry provide sufficient evidence of possible research misconduct to justify conducting an investigation. The inquiry is completed when the Dean of Faculty makes this determination, which should generally be made within 60 days of the first meeting of the inquiry committee. Any extension of this period will be based on good cause and recorded in the inquiry file.

2. Notification

The RIO will notify both the Respondent and the Complainant of the Dean's decision regarding whether to proceed to an investigation and will remind them of their obligation to cooperate in the event an investigation is opened. The RIO will also notify all appropriate institutional officials of the Dean's decision.

C. Timeline for Completing the Inquiry Report

The inquiry committee will normally complete the inquiry and submit its report in writing to the RIO no more than 45 calendar days following its first meeting, unless the RIO approves an extension for good cause. If the RIO approves an extension, the reason for the extension will be entered into the records of the case and the report. The Respondent also will be notified of the extension.

VII. Conducting the Investigation

A. Purpose of the Investigation

The purpose of the investigation is to review the allegations, examine the evidence in depth, and determine whether misconduct has been committed, by whom, and the severity of such misconduct, if any. The investigation will also determine whether there are additional instances of possible misconduct that would justify broadening the scope beyond the initial allegations. This is particularly important where the alleged misconduct involves potential harm to human subjects or the general public or if it affects research that forms the basis for public policy, clinical practice, or public health practice. The findings of the investigation will be set forth in an investigation report.

B. Sequestration of the Research Records

The Dean of Faculty will immediately sequester any additional pertinent research records that were not previously sequestered during the inquiry. This sequestration should occur before or at the time the Respondent is notified that an investigation has begun. The need for additional sequestration of records may occur for any number of reasons, including the institution's decision to investigate additional allegations not considered during the inquiry stage or the identification of records during the inquiry process that had not been previously secured. The procedures to be followed for sequestration during the investigation are the same procedures that apply during the inquiry.

C. Appointment of the Investigation Committee

The RIO, in consultation with other institutional officials as appropriate, will appoint an investigation committee and the committee chair within ten (10) working days of the notification to the Respondent that an investigation is planned, or as soon thereafter as practicable. The investigation committee should consist of five (5) individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegations, interview the principals and key witnesses, and conduct the investigation. At least two faculty members shall be appointed to the

committee. A faculty member shall be the chair. The other members may be administrators, subject matter experts, attorneys, or other qualified persons, and they may be from inside or outside the institution. Individuals appointed to the investigation committee may also have served on the inquiry committee.

The RIO will notify the Respondent of the proposed committee membership within five (5) working days. If within five (5) working days of being notified of the committee membership the Respondent submits a written objection to any appointed member of the investigation committee or expert, the RIO will determine, in his or her sole discretion, whether to replace the challenged member or expert with a qualified substitute.

D. Charge to the Committee and the First Meeting

1. Charge to the Committee

The RIO will define the subject matter of the investigation in a written charge to the committee that describes the allegations and related issues identified during the inquiry, define research misconduct, and identify the name of the Respondent. The charge will state that the committee is to evaluate the evidence and testimony of the Respondent, Complainant, and key witnesses to determine whether, based on a preponderance of the evidence, research misconduct occurred and, if so, to what extent, who was responsible, and its seriousness.

During the investigation, if additional information becomes available that substantially changes the subject matter of the investigation or would suggest additional Respondents, the committee will notify the RIO, who will determine whether it is necessary to notify the Respondent of the new subject matter or to provide notice to additional Respondents.

2. The First Meeting

The RIO will convene the first meeting of the investigation committee to review the charge, the inquiry report, and the prescribed procedures and standards for the conduct of the investigation, including the necessity for confidentiality and for developing a specific investigation plan. The investigation committee will be provided with a copy of these instructions.

E. Investigation Process

Generally, the investigation committee will be appointed and the process initiated within thirty (30) days of the completion of the inquiry, if findings from that inquiry provide a sufficient basis for conducting an investigation.

The investigation will normally involve examination of the Research Record. Whenever possible, the committee should interview the Complainant(s), the Respondent(s), and other individuals who might have information regarding aspects of the allegations. The interviews should be summarized and included as part of the investigatory file.

VIII. The Investigation Report

A. Elements of the Investigation Report

The final report submitted to the RIO should describe the policies and procedures under which the investigation was conducted, describe how and from whom information relevant to the investigation was obtained, state the findings, and explain the basis for such findings. The report will include a summary of the views of any individual(s) alleged to have engaged in misconduct and, if applicable, a description of any sanctions imposed and administrative actions taken by the institution.

B. Transmittal of the Final Investigation Report to the Dean of the Faculty

The investigation committee should transmit the final report to the RIO, who will in turn transmit the report to the Dean of Faculty.

C. Timeline for Completing the Investigation Report

An investigation should ordinarily be completed within one-hundred twenty (120) days of its initiation, with the initiation being defined as the first meeting of the investigation committee. This includes conducting the investigation, preparing the report of findings, and submitting the final report to the Dean of Faculty.

D. Institutional Review and Decision

Based on a preponderance of the evidence, the Dean of Faculty, in consultation with the President, will make the final determination whether to accept the investigation report, its findings and the recommended institutional actions, in whole or in part. If this determination varies from that of the investigation committee, the Dean of Faculty will explain the basis for rendering a decision different from that of the investigation committee. The Dean of Faculty's explanation should be consistent with the institution's policies and procedures, and the evidence reviewed and analyzed by the investigation committee. The Dean of Faculty may also return the report to the investigation committee with a request for further fact-finding or analysis. The Dean of Faculty's and the President's determination, together with the investigation committee's report, constitutes the final investigation report.

When a final decision on the case has been reached, the RIO will notify both the Respondent and the Complainant of the conclusion of the investigation. In addition, the Dean of Faculty will determine whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which falsified reports may have been published, collaborators of the Respondent in the work, or other relevant parties should be notified of the outcome of the case. The Dean of Faculty is responsible for ensuring compliance with all notification requirements of funding or sponsoring agencies.

IX. Requirements for Reporting to the RIO

- A. An institution's decision to initiate an investigation must be reported in writing to the RIO on or before the date the investigation begins. At a minimum, the notification should include the name of the person(s) against whom the allegations have been made and the general nature of the allegation. The RIO must also be notified of the final outcome of the investigation and must be provided with a copy of the investigation report. Any significant variations from the provisions of the institutional policies and procedures should be explained in any reports submitted to the RIO.
- B. If an institution plans to terminate an inquiry or investigation for any reason without completing all relevant requirements, the Dean of Faculty will submit a report of the planned termination to the RIO, including a description of the reasons for the proposed termination.
- C. If the institution determines that it will not be able to complete the investigation in one-hundred twenty (120) days, the Dean of Faculty will submit to the RIO a written request for an extension that explains the delay, reports on the progress to date, estimates the date of completion of the report, and describes other necessary steps to be taken. If the request is granted, the Dean of Faculty will file periodic progress reports as requested by the RIO.
- D. When external funding or applications for funding are involved and an admission of research misconduct is made, the Dean of Faculty will contact the RIO for consultation and advice. Normally, the individual making the admission will be asked to sign a statement attesting to the occurrence and extent of misconduct.
- E. The Dean of Faculty will notify the RIO at any stage of the inquiry or investigation if:
 - 1. there is an immediate health hazard involved;
 - 2. there is an immediate need to protect Federal funds or equipment;

3. there is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;
4. it is probable that the alleged incident is going to be reported publicly;
5. the allegation involves a public health sensitive issue; or
6. there is a reasonable indication of possible criminal violation. In this instance, the institution must inform the RIO within 24 hours of obtaining that information.

X. Institutional Administrative Actions

The College will take appropriate administrative actions against individuals when an allegation of misconduct has been substantiated.

If the Dean of Faculty determines that the alleged misconduct is substantiated by the findings, he or she will decide on the appropriate actions to be taken after review and approval of the President. The actions may include but are not limited to:

1. withdrawal or correction of all pending or published abstracts and papers emanating from the research where research misconduct was found; or
2. removal of the responsible person from the particular project, letter of reprimand, special monitoring of future work, probation, suspension, or initiation of steps leading to possible rank reduction or termination of employment; and
3. restitution of funds as appropriate.

XI. Other Considerations

A. Termination of Institutional Employment or Resignation Prior to Completing Inquiry or Investigation

The termination of the Respondent's institutional employment, by resignation or otherwise, before or after an allegation of possible research misconduct has been reported, will not preclude or terminate the misconduct procedures.

If the Respondent, without admitting to the misconduct, elects to resign his or her position prior to the initiation of an inquiry, but after an allegation has been reported, or during an inquiry or investigation, the inquiry or

investigation will proceed. If the Respondent refuses to participate in the process after resignation, the committee will use its best efforts to reach a conclusion concerning the allegations, noting in its report the Respondent's failure to cooperate and its effect on the committee's review of all the evidence.

B. Allegations Not Made in Good Faith

If relevant, the Dean of Faculty will determine whether the Complainant's allegations of research misconduct were made in good faith. If an allegation was not made in good faith, the Dean of Faculty will determine whether any administrative action should be taken against the Complainant.

Approved by Faculty: 5/5/05

SCRIPPS COLLEGE

3.28 THE CLAREMONT COLLEGES'
COPYRIGHT POLICY

I. Introduction

The copyright policy of the Claremont Colleges affirms each institution's commitment to comply with the United States law pertaining to copyright; to respect faithfully the property rights of authors and their assignees; to educate members of the campus community about copyright law; and to exercise vigorously the rights and responsibilities granted under this law.

Therefore this policy encourages all members of the community to publish their papers, books, and other works in order to share their knowledge openly with colleagues and the public. The policy adheres to the long-standing academic tradition that creators of works own the copyrights in works resulting from their scholarly, pedagogical, and creative activities. This principle is the foundation for our policy on copyright.

This principle also underlies the commitment of the Claremont Colleges to fostering an environment of respect for and responsible use of the intellectual property of others. The Claremont Colleges are committed to helping members of the community comply with copyright laws by providing resources to help individuals make informed, careful, and situation-sensitive decisions about the lawful and fair use of work created by others.

Not to over simplify the issue, but when considering the copying of any original work, determine whether:

1. the work is protected by copyright,
2. the work is available under a license agreement, or
3. whether the intended use qualifies as a fair use, as determined using a case-by-case four-factor analysis.

If the intended use is not a fair use, then seek permission from the copyright owner.

II. Application

This policy applies to all faculty (including those on temporary appointments), staff, and students of the Claremont Colleges.

III. Copyright Ownership & Royalty Distribution

Policies governing copyright ownership and the distribution of income from royalties are the purview of each of the Claremont Colleges.

IV. Library Exemption

Section 108 of the copyright act sets forth specific circumstances under which a qualifying library may reproduce materials or portions of materials. Such reproductions are deemed so necessary and reasonable to the functioning of these libraries and to balance the exclusive rights of the copyright holder that prior permission of the copyright holder is not required. In addition to section 108 rights, a library may also exercise fair use rights under section 107.

As a "qualifying library" The Libraries of the Claremont Colleges qualify for the exemptions in section 108 of the Copyright Act and as such have developed policies to implement those exemptions. Those policies and accompanying procedures are published on The Libraries website <http://libguides.libraries.claremont.edu/copyright-resources>.

V. Use and "Fair Use" of Copyrighted Works

A. Compliance with Copyright Laws

The Claremont Colleges expects all faculty, staff and students to make a reasonable effort in good faith to comply with copyright laws in their use of copyrighted materials.

B. Fair Use of Copyrighted Works

The Claremont Colleges encourage faculty, staff and students to take full advantage of the "fair use" exception to the exclusive rights of copyright owners. Before relying on the fair use exception, faculty, staff, and students should educate themselves regarding the limits of fair use and should, in each instance, perform a careful, good faith fair use analysis based on the four factors identified in Section 107 of the federal Copyright Act. Faculty, staff and students are strongly encouraged to document their fair use analyses as a defense against claims of copyright infringement. It is recommended that the Fair Use Checklist available on this site be used for this purpose and that this completed form be kept for three years following the date of the last use of the copyrighted item (<http://www.lib.umn.edu/copyright/checklist.phtml>).

C. Assistance with Copyright Compliance

Because of the complexity of copyright law and, in particular, the fair use exception, the Claremont Colleges will provide resources to educate

faculty, staff and students and help them make informed, careful and situation-sensitive decisions about the lawful and fair use of works created by others.

D. Violation of Copyright Laws

Upon obtaining knowledge that material residing on its systems or networks is infringing or that its systems or networks are being used for infringing activities (or upon becoming aware of circumstances from which infringing activity is apparent), the respective institution will act expeditiously to remove or disable access to the infringing materials and may deny the individuals responsible further access to its systems or networks as determined by policies specific to each institution. In addition, members of faculty or staff or students or other employed persons who willfully disregard or violate copyright law may be subject to disciplinary action by the respective College in accordance with applicable disciplinary policies and procedures of that institution.

VI. Certification of Permitted Use

Individual faculty members are responsible for understanding the Colleges' copyright policy and shall be accountable for actions that willfully disregard it. The Claremont Colleges' responsibility in this area is to provide faculty members access to resources that allow determination of permitted uses. Faculty are responsible for consulting that information and applying it in accordance with the law. The Information contained on the consortial copyright website includes tools to assist faculty in making judgments about permitted uses of copyrighted materials.

A. Role of Academic Support Assistants

At no time will an academic support assistant reproducing or circulating copyright-protected material in accordance with a faculty member's or supervisor's written or verbal instructions be assumed liable for any failure to adhere to copyright law. This protection does not apply to material distributed or reproduced by academic support assistants without the instruction, written or verbal, of a faculty member or supervisor, or to material distributed or reproduced by academic support assistants in a manner that does not reflect such instruction.

B. Role of Student Employees

At no time will a student employee who is reproducing or circulating copyright-protected material in accordance with a faculty member's or an academic support assistant's written or verbal instruction be assumed liable for any failure to adhere to copyright law. This protection does not apply to material distributed or reproduced by a student without the

instruction, written or verbal, of a faculty member, or to material distributed or reproduced by a student in a manner that does not reflect such instruction.

C. Academic Support Assistants, Student Employees, Administrative Staff

When employees, including support assistants and student employees operating in the capacity of academic or administrative support, carry out instructions by faculty or supervisory personnel to copy or otherwise reproduce or distribute copyright-protected material, the College understands that the staff member or student employee has assumed no liability for ensuring compliance with copyright law. If, however, any employees believe that tasks they are instructed to carry out are not in compliance with copyright law, they may pursue the following options:

1. seek written certification of compliance from the originator of the task;
2. seek guidance from a supervisor who did not originate the task;
3. request that the faculty or supervisory personnel obtain permission from that employee's supervisor to carry out the task.

In all cases when academic support assistants, student employees in an academic support role, or other employees make a determination to reproduce or distribute copyright-protected material on their own initiative, they are expected to inform themselves of the policy of the Claremont Colleges for copyright compliance and conform to that policy. The copyright website of the Claremont Colleges includes tools to help any such employee make judgments about permitted uses of copyrighted materials.

VII. Administration of Copyright Policy

A. Implementation of the Policy

Each of the Claremont Colleges will develop procedures and communications to inform faculty, staff and students about this policy.

B. Use and "Fair Use" of Copyrighted Works

Each institution will adopt procedures to implement the "Fair Use" section of this policy.

C. Amendment

The Claremont Colleges, under the auspices of the Deans' Council, may amend this policy from time to time as it deems necessary or desirable, subject to applicable statutory and contractual restraints.

SCRIPPS COLLEGE

3.29 ELECTRONIC RECORDING POLICY

Recording of classroom activities by any electronic means, by students, other faculty, university administrators, or others, requires written permission of the instructor. All students in a class must be informed if permission has been given for a class to be recorded.

Accessibility to lectures or other materials by persons with disabilities will be accommodated as required by applicable policies and laws.

SAMPLE PERMISSION FORM

I, NAME OF PROFESSOR, give permission for NAME OF STUDENT to make an electronic recording of my course NAME OF COURSE, SECTION NUMBER on SPECIFIC DATE or during the SPECIFY TERM and ACADEMIC YEAR. This recording is for the educational benefit of the named student and may not be published in any form without my authorization. Transmission over the airwaves, in public or on the web constitutes publication.

Professor

Student

SCRIPPS COLLEGE

3.30 SECURITY/WORKPLACE VIOLENCE

The College is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the College has established a policy that provides “zero tolerance” for actual or threatened violence against employees, students, visitors, or any other persons who are either on our premises or have contact with employees in the course of their duties. Security and safety in the workplace is every employee’s responsibility. It is therefore essential that every employee understand the importance of workplace safety and security.

Compliance with this anti-violence policy is mandatory and a condition of employment, which will be evaluated, together with other aspects of an employee’s performance. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence will be subject to disciplinary action, up to and including immediate termination. The College will support criminal prosecution of those who threaten or commit violence against its employees, students and visitors within its facilities, programs and activities.

Any behavior that threatens life or well being of others is not consistent with this policy. The list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

1. Intimidating, threatening or hostile statements or actions, ranting speech
2. Raising one’s voice in anger, name-calling, ethnic or racial epithets, sexual comments
3. Profanity or obscene language or gestures
4. Aggressive or hostile behavior that creates reasonable fear of injury to another person or subjects another individual to emotional distress
5. Jokes or offensive comments, including comments regarding, or references to, violent events and/or behaviors
6. Physical abuse or attack, waving fists, pushing, stalking, bullying, hazing, unjust exercise of power of authority
7. Inappropriate touching
8. Vandalism, arson or sabotage
9. Throwing things, destroying property
10. The use or carrying of weapons of any kind (whether or not licensed to carry a concealed weapon) onto the College property or onto property utilized for College programs and while in the course and scope of performing work for the College whether on College property at the time or not*
11. The possession of unauthorized drugs or alcohol while at work or on property utilized for University programs

*For the purposes of this policy, the following items are considered to be weapons:

12. Any weapon which, per applicable law, is illegal to possess
13. Any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB", and stun guns.
14. Knives (and other similar instruments) with a blade length of more than three inches, other than those present in the workplace for specific purpose of facilities use, food preparation and service
15. Any switchblade knife
16. Brass knuckles, metal knuckles and similar weapons
17. Bows, cross-bows and arrows
18. Explosives and explosive devices, including fireworks and incendiary devices
19. Any object that has been modified to serve as, or have been employed as, a dangerous weapon

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the College has established security measures and practices within its disaster preparedness program. It will also provide programs to train and retrain employees as appropriate. This will assist employees and the College to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

Every verbal or physical threat of violence must be treated seriously and reported immediately to the employee's supervisor, a member of senior management, the Director of Human Resources or Campus Safety. The College will promptly and thoroughly investigate all reports of threats or actual violence by consulting with the appropriate resources and witnesses.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence or actual violence, emergency assistance must be sought immediately. In such situations, employees should immediately contact the Campus Safety office at extension 72000 and, if appropriate, contact law enforcement authorities by dialing 911.

All employees, students and visitors should be treated with courtesy and respect at all times. The College encourages employees to bring their disputes or differences with others to the attention of their supervisor, a Senior Staff member or Human Resources before a situation escalates into potential violence.

Full cooperation by all employees is necessary and mandatory for the College to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their obligations under this policy to the Director of Human Resources. Employees can report violations of the policy and raise any questions regarding their obligations under this policy without fear of retaliation.

SCRIPPS COLLEGE

3.31 BUSINESS CONDUCT AND ETHICS

Scripps College prides itself on maintaining high ethical standards in all dealings with the business community, the public, the College community, and fellow employees. Scripps has certain policies essential to maintaining these standards – i.e. the Scripps College Mission Statement, Principles of Community and The Guide to Student Life. All of those who work for Scripps College are aware of our commitment to these standards, and we will work hard to meet them. However, to formalize our commitment to certain policies, our Board of Trustees has adopted this Code of Conduct and Ethics.

This Code of Conduct and Ethics does not summarize all our policies. Every employee must also comply with all of our other policies set out in our Staff Handbook or Faculty Handbook, as appropriate.

As an employee of Scripps College, you are expected to:

1. Learn about and follow the laws, regulations, and policies that apply to your assigned duties and position at Scripps College.
2. Be honest and fair with everyone you meet, whether it is a student, faculty, staff, alumna, trustee, vendor, or visitor to the College.
3. Reply truthfully to inquiries about College matters that are reported to any co-worker, member of management, trustee, government agency or to the public.
4. Keep all College records under your responsibility current, relevant, and accurate.
5. Keep confidential all private matters and information regarding members of the Scripps community, the College, and its business dealings. Disclose private information only to authorized personnel having “a need to know” or as required by law.
6. Use your work time and College materials and equipment for Scripps business only, including use of computers which should be in accordance with the "Scripps and The Claremont Colleges General Computer Guidelines." College property shall not be sold, loaned, given away, intentionally damaged, destroyed, or otherwise disposed of, without proper authorization. College funds or assets may not be donated to other nonprofit or charitable organizations. Copyright material (including books, articles, computer software programs and tapes) should not be infringed.
7. Be sensitive to situations that could raise questions of conflicts between your personal interests and the College’s interests. The best policy is to avoid any direct or indirect business connection with Scripps’ customers, suppliers, or competitors, except on behalf of the College. Do not accept gifts of significant value from any person with whom the College is doing business.

You are responsible for ensuring that your own conduct and the conduct of anyone reporting to you fully comply with this Code and with Scripps’ policies. Violations will

result in the taking of appropriate disciplinary action up to and including discharge from employment. Conduct representing a violation of this Code may, in some circumstances, also subject you to civil or criminal charges and penalties.

If you are ever unsure about whether some action or situation would be consistent with this Code of Conduct and Ethics, or if you encounter a situation and you are unsure what to do, you agree to discuss it with your supervisor or an officer of the College such as the President, Dean of Faculty, Treasurer, or Secretary to the Board of Trustees before taking further action.

SCRIPPS COLLEGE

3.32 MySafeCampus

MySafeCampus is a 24-hour, seven days a week, incident reporting system that is completely confidential and anonymous for College Code of Conduct and Ethics concerns. The College is using this system to allow you to submit concerns and complaints regarding workplace financial issues such as accounting discrepancies, fraud, accounting misrepresentations, audit matters, accounting omissions, ethics violations or other financially related concerns you may have.

You may log on to www.MySafeCampus.com or call toll free 800-716-9007 to make a report. Your confidential report will instantly and discreetly be forwarded to the appropriate individual within Scripps College to review and respond to your concerns. Upon submission, you will be provided a confidential access number, as well as asked to generate a password, that enables you to anonymously re-enter the site at any time. You will then be able to send and receive messages pertaining to your report and if desired participate in any follow-up or check your report status.

This service is an enhancement, not a replacement of our current policies and procedures to report financially related concerns as outlined in the Code of Conduct and Ethics. You may discuss your concerns with your supervisor, Human Resources or any officer of the College.

If you have any other workplace concerns that are not financially related, please use existing College procedures or contact your supervisor, Human Resources or any officer of the College.

SCRIPPS COLLEGE

3.33 EQUAL OPPORTUNITY EMPLOYMENT

Scripps College (the College) is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. College policy prohibits unlawful discrimination for all employment decisions based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, sexual orientation, gender identity, physical or mental disability, medical condition including genetic characteristics, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

The College is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in College operations and prohibits unlawful discrimination by any employee of the College, including supervisors and coworkers. In addition, Scripps College provides reasonable accommodations to disabled applicants or employees in accordance with the Americans with Disabilities Act and applicable state laws.

Any employee or applicant for employment who believes he or she has not been treated consistent with this Equal Opportunity Policy may contact the Director of Office of Human Resources or the College Equal Opportunity Officer who will investigate all complaints. If the College determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The College will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

SCRIPPS COLLEGE

3.34 THE CLAREMONT COLLEGES COMMUNICATION PROTOCOL FOR
BIAS RELATED INCIDENTSStatement of Purpose

This Communications Protocol, which has been adopted by each of the members of The Claremont Colleges, is intended to provide a framework for inter-collegiate responses to bias related incidents.

Bias related incidents are expressions of hostility against another person (or group) because of that person's (or group's) race, color, religion, ancestry, age, national origin, disability, gender or sexual orientation, or because the perpetrator perceives that the other person (or group) has one or more of those characteristics. As used in this Protocol, the term "bias related incident" is limited to conduct that violates one or more of the Claremont colleges' disciplinary codes and which is not protected by the First Amendment of the United States Constitution or by analogous provisions of state law. A hate crime is an especially severe form of bias related incident, and such crimes fall far beyond the bounds of constitutional protection. However, the category of bias related incidents extends beyond hate crimes and other actions that would constitute criminal offenses under relevant penal codes.

In the event that a bias related incident occurs on one of the campuses and/or on Claremont University Consortium (CUC) premises, this Protocol shall govern communication among the Claremont colleges' chief student-affairs and administrative officers.

California Law Regarding Hate Crimes

California law prohibits hate crimes. Section 422.6 of the California Penal Code defines a hate crime as follows:

(a) "Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim:

- (1) Disability.
- (2) Gender.
- (3) Nationality.
- (4) Race or ethnicity.
- (5) Religion.
- (6) Sexual orientation.
- (7) Association with a person or group with one or more of these actual or perceived characteristics.

(b) "Hate crime" includes, but is not limited to, a violation of Penal Code Section 422.6.

California Penal Code § 422.6 provides the following:

(a) No person, whether or not acting under color of law, shall by force or threat of force, willfully injure, intimidate, interfere with, oppress, or threaten any other person in the free exercise or enjoyment of any right or privilege secured to him or her by the Constitution or laws of this state or by the Constitution or laws of the United States in whole or in part because of one or more of the actual or perceived characteristics of the victim listed in subdivision (a) of Section 422.55.

(b) No person, whether or not acting under color of law, shall knowingly deface, damage, or destroy the real or personal property of any other person for the purpose of intimidating or interfering with the free exercise or enjoyment of any right or privilege secured to the other person by the Constitution or laws of this state or by the Constitution or laws of the United States, in whole or in part because of one or more of the actual or perceived characteristics of the victim listed in subdivision (a) of Section 422.55.

(c) Any person convicted of violating subdivision (a) or (b) shall be punished by imprisonment in a county jail not to exceed one year, or by a fine not to exceed five thousand dollars (\$5,000), or by both the above imprisonment and fine, and the court shall order the defendant to perform a minimum of community service, not to exceed 400 hours, to be performed over a period not to exceed 350 days, during a time other than his or her hours of employment or school attendance. However, no person may be convicted of violating subdivision (a) based upon speech alone, except upon a showing that the speech itself threatened violence against a specific person or group of persons and that the defendant had the apparent ability to carry out the threat.

(d) Conduct that violates this and any other provision of law, including, but not limited to, an offense described in Article 4.5 (commencing with Section 11410) of Chapter 3 of Title 1 of Part 4, may be charged under all applicable provisions. However, an act or omission punishable in different ways by this section and other provisions of law shall not be punished under more than one provision, and the penalty to be imposed shall be determined as set forth in Section 654.

Procedure For Responding To Bias Related Incidents

1. Any person, including faculty, staff, students and visitors to the colleges, observing an incident or evidence of possible bias incident and/or hate crime shall notify college staff¹ and/or campus safety before taking any action (such as disposing or removing evidence, altering scene, etc.).
2. College staff and/or campus safety shall follow protocol of college where the incident occurred and with student(s) immediately involved in notifying appropriate on-call staff.

¹ Preference is for the first level on-call staff to be notified . Appropriate staff include: RAs, proctors, sponsors, and deans.

3. Campus safety and the on-call dean(s) will consult on bias related incidents that may rise to the level of a crime. If either suspects that a crime may have been committed, Campus Safety shall notify Claremont Police Department.
4. Campus Safety and/or College Personnel shall document the incident or evidence by appropriate means, e.g.: photograph(s), incident reports, statements from witnesses, etc.
5. The Dean of Students shall preserve the evidence or copies of same. In incidents of a criminal nature, or where otherwise deemed appropriate, campus safety shall also maintain records of the incident.
6. Communication among the colleges will pass from the Chief Student Affairs Officer or the Chief Administrative Officer² of the institution where the incident occurred to the Chief Student Affairs Officers on other campuses and Chief Administrative Officer at CUC.

In the event that the Chief Student Affairs or Administrative Officer is unavailable, she or he will have designated a second in command to whom the communication will be directed. The second in command is then responsible for both implementing the below protocol and informing the Chief Student Affairs or Administrative Officer as quickly as possible.

- The communication between offices should:
 - Provide a brief description of the incident;
 - List any information about initial steps that have been taken to address the incident;
 - Provide instructions about how to report information about the incident; and
 - Conclude with a standard paragraph on steps community members should take in the event they see a bias related incident.
7. Each school and CUC shall create and/or follow an established internal policy to communicate information regarding the incident. A campus might choose to include one or more of the following:
 - Notification procedures for personnel responsible for the handling the incident are in place, including communications officers
 - Email/and or web dissemination of the notification to all faculty, staff and students;
 - Paper mail dissemination of the notification to all faculty, staff, and students;
 - Posting of notices in locations on the campus in areas in which members of that campus are most likely to read them;
 - Utilizing RAs, proctors, college councils or senates, and other student leaders in ways consistent with their position description and responsibilities;

² The chief student affairs officer is the Vice President for Student Affairs and/or Dean of Students. The Chief Administrative Officer refers to the CAO at CUC.

- Notifying any other appropriate college-specific body at that institution that may be charged with handling matters of this nature—Diversity Coordinating Committee at Scripps, IRT at Pomona, Emergency Operations Committee(s) (EOC) of college, etc.
 - Utilizing informational sessions for community members to receive information in person, ask questions, and generally discuss incident.³
8. Each institution will insure that residence life staff members are instructed about response protocols for such incidents
 9. Each institution will provide information to its community about reporting protocols.
 10. CUC will insure that Campus safety officers and dispatchers are instructed about response protocols for such incidents.
 11. The chief student affairs and administrative officer will keep a log of incident communications originating from his/her institution. The log shall include a description of each incident, and the institutional and/or police response to the incident.⁴ This log may be kept in the format appropriate to the campus culture (paper, web-based, etc.) The log will be made available to students, faculty and/or staff upon request.

This protocol was drafted and adopted by the Student Affairs Committee of The Claremont Colleges, PASA (Pan-African Student Association), Scripps College Wanawake Weusi, Hillel Student Board, Pitzer Black Student Union (BSU) in spring 2005.

This protocol was adopted by the Council of The Claremont Colleges on June 2, 2005.

³ Session(s) may be repeated, and timing should relate to the time and nature of incident.

⁴ Information required to be kept confidential pursuant to law shall not be disclosed in these logs.

SCRIPPS COLLEGE

3.35 SCRIPPS COLLEGE NOTIFICATION PROTOCOL FOR BIAS RELATED INCIDENTS

This Communications Protocol is intended to provide a framework for Scripps College's responses to bias-related incidents.

Bias-related incidents are expressions of hostility against another person (or group) because of that person's (or group's) race, color, religion, ancestry, age, national origin, disability, gender or sexual orientation, or because the perpetrator perceives that the other person (or group) has one or more of those characteristics. As used in this Protocol, the term "bias-related incident" is limited to conduct that violates the Scripps College Principles of Community, one or more of the Claremont colleges' disciplinary codes, and/or which is not protected by the First Amendment of the United States Constitution or by analogous provisions of state law. A hate crime is an especially severe form of bias-related incident, and such crimes fall far beyond the bounds of constitutional protection. However, the category of bias-related incidents extends beyond hate crimes and other actions that would constitute criminal offenses under relevant penal codes.

In the event that a bias-related incident occurs on Scripps' campus, this Protocol shall govern communication to the community

Procedure For Responding To Bias-related Incidents

1. Any person, including faculty, staff, students and visitors to the College, observing an incident or evidence of possible bias incident and/or hate crime shall notify College staff⁵ and/or Campus Safety before taking any action (such as disposing or removing evidence, altering scene, etc.).
2. The college staff and/or campus safety shall follow the protocol of The Claremont Colleges by contacting the Scripps College Dean of Students.
3. The Dean of Students will communicate to the Scripps community and to the Chief Student Affairs Officers on other campuses and the Chief Administrative Officer at CUC using the protocol outlined on the next page.
4. In the event that the Dean of Students is unavailable, she or he will have designated a second in command to whom the communication will be directed. The second in command then is responsible for informing the Dean of Students as quickly as possible and implementing the following protocol. The Associate Dean/Residence Life will ensure that professional and student residence life staff

⁵ Preference is for the first level on-call staff to be notified . Appropriate staff includes: RAs, and Dean of Students and/or Dean of Faculty or their designated representatives.

members are instructed about response protocols for such incidents and shall be trained about this protocol. At each mandatory dorm meeting, Resident Advisers will describe the notification protocol for bias-related incidents (and have copies available of the notification protocol).

5. The Dean of Students will notify the Scripps community as soon as possible by e-mail. The e-mail communication should:
 - Provide a brief description of the incident;
 - List any information about initial steps that have been taken to address the incident;
 - Provide instructions about how to report information about the incident; and
 - Conclude with a standard paragraph on steps community members should take in the event they see a bias-related incident and the availability (upon request) of the log of incident communications originating from Scripps College as well as The Claremont Colleges.
 - A copy of the e-mail will be sent to DCC members simultaneously with the community

6. The Dean of Students also shall:
 - Notify personnel responsible to handle the incident following the College's standard emergency protocols;
 - Utilize RAs, Scripps Associated Students, and other student leaders in ways consistent with their position description and responsibilities to assist the College in responding to the incident; and
 - Utilize informational sessions for community members to receive information in person, ask questions, and generally discuss incident⁶ as appropriate to the incident.

7. The Dean of Students will keep a log of incident communications originating from Scripps College. A copy of this log also will be available at SARLO and SCORE. The log shall include a description of each incident, and the institutional and/or police response to the incident.⁷ The log of bias-related incidents and/or hate crimes for Scripps is available to students, faculty and/or staff.

8. With reference to The Claremont Colleges protocol for bias-related incidents (#7), the Scripps Dean of Students may (a) inform students, faculty, and staff by unbundled e-mails of bias-related incidents or hate crimes that occur on the other campuses (b), post notices at the Motley, (c), utilize RAs, Scripps Associated Students, other student leaders, in ways consistent with their position description

⁶ Session(s) may be repeated, and timing should relate to the time and nature of incident.

⁷ Information required to be kept confidential pursuant to law shall not be disclosed in these logs.

and responsibilities(d) notify the Diversity Coordinating Committee and any other appropriate college-specific body at Scripps that may be charged with handling matters of this nature (e), and utilize informational sessions for community members to receive information in person, ask questions, and generally discuss the incident(s) such as mandatory dorm meetings and/or community meetings.

9. The Diversity Coordinating Committee is charged with working with the community(ies) affected by the bias-related incident or hate crime to find appropriate ways to address their concerns. Bias reports will become a regular agenda item for DCC meetings.

SCRIPPS COLLEGE

3.36 COURSE RELEASES FOR FACULTY SERVICE

Course Releases for Faculty Service

Course replacement for service will follow the same process as sabbatical course replacements and will be granted when crucial for the integrity of the curriculum. Under exceptional circumstances and with approval of the Dean of Faculty a faculty member may elect to take a \$7,650 stipend in place of one course release.

The following are the formally approved course releases for faculty service.

Clark Humanities Museum Director: 1 course release per 3 year term of service

E. U. Center of California Director: 1 course release per three year term of service

COSA Chair: 1 course release per 3 year term of service

PACDI Chair: 1 course release per 3 year term of service

Incoming Core Director: 1 course release per 3 year term of service (fall semester prior to the beginning of his/her term)

Core II/III Assistant Director: 1 course release per year

Humanities Institute Director: 1 course release per year

FEC and APT members and chairs, the Core Director, and the IRB chairs, also receive course releases, as described in Faculty Handbook Sections 1.4, 1.5, 3.10, and 3.17, respectively.

SCRIPPS COLLEGE

3.37 REVIEW OF ACADEMIC PROGRAMS

Program reviews serve the following purposes:

- To ensure that the academic programs of the College remain strong, coherent and consistent;
- To aid the College's long-range planning process of determining future curricular and faculty/staff needs by providing a central file of program analyses, plans, and aspirations;
- To anticipate ongoing and future curricular and staffing needs within the individual disciplines;
- To evaluate periodically departmental objectives and the definition and assessment of student learning outcomes; to revise curriculum and student learning outcomes based on assessment findings when appropriate;
- To assume the appropriate Faculty control of curricular planning in line with the Faculty's responsibility under the by-laws of the College.

During the spring semester, the Faculty Executive Committee (FEC) Chair will notify departments of their program review the following academic year and ask them to advise regarding the timing of the Review. It will be made clear that these are *curricular* reviews, not *personnel* reviews. The Dean of Faculty (DOF) will send a list of programs to be reviewed to the Registrar for the upcoming year. The Registrar will provide the predetermined set of statistics for the Review (see Section 3.37 p.5).

The FEC will appoint one of its members as the FEC representative to the Review. The FEC member will meet with External Reviewers when they come to campus and serve as a resource for discussion of the Review by the FEC.

Departments will provide the Associate Dean with the names of at least 4 potential external reviewers, a rationale for their selection, and an explanation of what personal or professional relationship (if any) exists between members of the department and these individuals. This list will normally include recommended reviewers with substantial liberal arts college experience. The Associate Dean will select two External Reviewers from this list and consult with the department if additional names are needed.

No later than six weeks before their campus visit, the External Reviewers will receive the department self-study (see below), statistics from the Registrar's office (see end of this document), the link to the on-line Scripps College Catalog, and the curricula vitae of full-time, continuing faculty in the department or program.

The self-study produced by the department should have three parts: a descriptive section, an evaluative section, and a prospective section that considers the program's future. The department will send 1 hard copy and 1 electronic copy to the Associate DOF. A copy will be kept in the review files in the Dean of Faculty's office. The self-study should normally not exceed 30 pages.

I. Description of the Program:

The description should focus on the program itself; it also should address the program's relation to other aspects of the Scripps curriculum and aspects of curricular life at the Claremont Colleges. Data on enrollments, majors, minors, staffing class size, course load, thesis and advising loads and other such material for the review period, furnished separately by the Registrar, should also be integrated into the descriptive section. The department should address any recommendations or suggestions made in the previous program review.

The descriptive section should be based on the following guidelines:

1. Describe the program's offerings, taking into account such aspects as: enrollments (Scripps and off-campus), class size, number of courses, distribution between introductory and advanced courses, the usage and frequency of independent study courses, majors, minors, advising, and theses. Review the recent history of the program. What new directions have been taken and what new courses have been offered since the last review? Discuss the rationale for these changes in the context of the yearly assessment of student learning.
2. Describe the program's faculty resources (e.g., full-time faculty, part-time faculty, leaves, leave replacements, retirements, resignations, and/or APT decisions). Describe the professional interests (research, performance or production) of each faculty member and how these contribute to the curriculum. Explain the ways faculty resources are distributed in terms of: introductory and advanced courses, independent study courses, responsibilities to the Core and to other college requirements, theses, major and minor advising, first-year advising and committee work. To what degree and in what particular ways is the program's curriculum planned ahead in order to ensure course availability and the consistent sequencing of courses?
3. Describe the learning outcomes at the departmental level. Do they need to be revised or elaborated? Discuss what evidence the department is using to

determine how/if these departmental learning outcomes are being achieved, how the department interpreted assessment of the evidence, and how the department developed and implemented an action plan to respond to the assessment. That is, how will the department know it is being successful in accomplishing its learning objectives? What additional forms of evidence should be included to assess better the effectiveness of the curricular objectives?

4. Describe the nature of the program's cooperation with relevant departments at the other Claremont Colleges. Distinguish whether the program is self-supporting, joint or cooperative and describe the extent to which and the ways in which faculty members from the different departments cooperate. To what extent and in what ways are Scripps majors and minors dependent on courses at the other Claremont Colleges? What is the nature of the dependence on the Scripps program by majors and minors from the other Colleges? Does the department engage with co-curricular or extra-curricular programs?
5. In what ways does the program service the College's requirements (e.g., Core, Breadth of Study, Race and Ethnicity, Gender and Women Studies, Foreign Language, Mathematics)? To what extent does the program furnish courses for other majors and minors, and/or lend itself to meshing with other programs for dual majors?
6. Discuss the adequacy of library and/or informational technology resources to the department's needs. In addition, describe the use of supplemental resources such as facilities, equipment, library resources, technology, language assistants, and/or study abroad programs. Describe any projects in the context of supplemental resources the program has undertaken since the last review, and discuss the rationale for these projects.
7. Discuss information literacy as it relates to the major; how are the students progressing in relation to information literacy. How are students determining the nature and extent of information needed for their work?; Do they have the skills to access the needed information?; and Are they able to evaluate information and determine if it is appropriate and meaningful to their scholarship?

II. Evaluation of the Program

The evaluative section, which should be based on the program description, should focus on the program's strengths, weaknesses, and needs; it should also address issues that will require resolution in the near future. The evaluation should speak to the program's effectiveness and achievements within its own area of teaching, and also within the broader Claremont Colleges context. Shortcomings also should be taken into account, along with a description of proposed improvements and what would be necessary to make these improvements possible.

III. Goals:

This final section should address short- and long-range aspirations and plans for the future of the program.

In consultation with the FEC representative, the department will arrange for the External Reviewers to meet with appropriate people during the one-day, on-campus visit, including the Dean or Associate Dean of Faculty, the FEC representative, all the full-time faculty of the program, any regular, on-going, part-time faculty in the program, and students. A meeting will be scheduled between the External Reviewers and students who are majors and minors or who have undertaken significant work in the program. Student input is a valuable component of the review. The department Chair should send copies of the Review schedule to the Dean of Faculty's office two weeks prior to the campus visit of the External Reviewers. It is expected that department or program faculty meet individually and as a group with the External Reviewers.

The External Reviewers should submit their Report to the Associate DOF within one month of the conclusion of their campus visit. This report is forwarded to the department Chair and to the FEC by the Associate DOF. Within two weeks of receipt of this Report, the department Chair, in consultation with all members of the department, may submit to FEC a response to the Report, indicating any errors of fact or raising other issues pertinent to the recommendations of the External Reviewers. FEC will consider this response along with all other supporting documents of the review.

FEC examines the self-study document, the External Reviewers' Report, the department's response to the External Reviewers' Report, if any, and any other relevant materials. FEC writes a letter with its conclusions and recommendations to the department. This letter concludes the Review and shall be considered by FEC in future academic planning. Details of the Review will not be included in the FEC minutes. The department should consider all materials as well as the FEC letter in its own curricular planning.

Timeline:

Spring semester:

FEC notifies departments of review the following year.

No later than six weeks before the External Reviewers' campus visit:

Department completes self-study for distribution and provides it to the Associate DOF (1 hard copy and 1 electronic copy).

No later than one month before the External Reviewers' campus visit:

The Associate Dean sends review materials to External Reviewers.

No later than two weeks before the External Reviewers' campus visit:

Department submits the draft on-campus visit schedule to the Associate DOF (including but not limited to open and closing meetings with the DOF, FEC liaison, individual and departmental member meetings, student sessions, meeting with Core Director).

Within one month of conclusion of campus visit:

External Reviewers submit report to the Associate DOF.

Within two weeks of receipt of External Reviewers' Report:

Department may submit response to Report to the FEC.

STATISTICS FOR THE PROGRAM REVIEW

Statistical data, as follows, will be compiled *by the Registrar's Office* for the department under review for each year in the period since the last Review.

- Number of students in courses by faculty member by semester:
 - further broken down by Scripps students and Off-Campus enrollment
 - average class size
- Number of graduates – major, minor, double, dual by year:
 - number of majors by semester
 - number of students taking courses off campus for the major being reviewed by course by semester
- Listing of the general education requirements fulfilled by courses within the department
-
- Number of senior theses advised by faculty member:
 - further broken down by first and second readers
 - further broken down by major
- Number of independent studies by year and by faculty
- Number of advisees by faculty member by semester:
 - Further broken down by major advisees and first-year advisees
- Core participation by faculty by year and by course

SCRIPPS COLLEGE

3.38 FACULTY RETIREMENT TRANSITION PROGRAM

The Scripps College Faculty Retirement Transition Program (the “Program”) is available to any tenured faculty member after completing twenty (20) years of service on the College’s faculty. The Program is designed to provide an opportunity for faculty members approaching retirement to establish their retirement date, transition toward retirement with limited responsibilities, and receive compensation during the transition period. The Program is subject to the following terms and conditions:

1. Definitions:

- (a) **Eligible Faculty Member.** A tenured member of the faculty who has completed twenty (20) years of service on the Scripps College faculty. In order to be eligible, such service is not required to be continuous.
- (b) **Request to Participate.** The written request of an Eligible Faculty Member submitted to the Dean of Faculty in the form attached hereto as Appendix I.
- (c) **Retirement Date.** The last day of the final academic year of the Transition Period as set forth in the Retirement Transition Agreement.
- (d) **Retirement Transition Agreement.** The agreement between the Eligible Faculty Member and the College once executed by both the Eligible Faculty Member and the President. The form of Retirement Transition Agreement is attached hereto as Appendix II.
- (e) **Retired Faculty Member.** A Transitioning Faculty Member who has completed the Transition Period.
- (f) **Transition Date.** The first day of the first academic year of the Transition Period.
- (g) **Transition Period.** A period consisting of no more than the two (2) academic years immediately prior to the Retirement Date.
- (h) **Transitioning Faculty Member.** An Eligible Faculty Member who has commenced the Transition Period.

2. Request to Participate in the Program. In order to participate in the Program, an Eligible Faculty Member must submit a written Request to Participate to the Dean of the Faculty in accordance with the time requirements set forth below. The Dean of Faculty shall have discretion, based upon the number of requests received and curriculum needs, to approve or defer an Eligible Faculty Member's Request to Participate. After the Dean of Faculty has approved an Eligible Faculty Member's Request to Participate, the Eligible Faculty Member must execute and submit a Retirement Transition Agreement to the Dean of Faculty within the time requirements set forth below.
 - (a) Program Participation Timeline.
 1. Request to Participate Submission. Within two (2) weeks after the beginning of the spring semester in the second academic year before the Eligible Faculty Member's Transition Date.
 2. Notification of Approval or Deferral. Within four (4) weeks after the deadline set forth in subsection 1 above, the Dean of Faculty shall notify each Eligible Faculty Member who submitted a Request to Participate whether such Eligible Faculty Member's Request to Participate has been approved or deferred. Concurrently with such notification, the Dean of Faculty shall deliver a Retirement Transition Agreement to each Eligible Faculty Member whose Request to Participate has been approved. If an Eligible Faculty Member's Request to Participate is deferred, such Eligible Faculty Member's Request to Participate shall be deemed submitted for the following cycle unless such Eligible Faculty Member notifies the Dean of Faculty in writing of a desire to withdraw the Request for Participation.
 3. Retirement Transition Agreement. Within three (3) weeks after the deadline set forth in subsection 2 above, each Eligible Faculty Member whose Request to Participate has been approved must submit to the Dean of Faculty an executed Retirement Transition Agreement. Failure to deliver an executed Retirement Transition Agreement by the deadline will constitute a withdrawal of the Eligible Faculty Member's Request to Participate.
 - (b) Publication of Request to Participate Timeline. In the fall semester of each academic year, the Dean of Faculty's office shall publish to

all faculty members the Request to Participate timeline for the upcoming Program cycle.

3. The Transition Period.

- (a) **Salary.** During the Transition Period, the College shall pay a Transitioning Faculty Member a salary equal to fifty percent (50%) of his/her salary in effect on the last day of the academic year immediately preceding the Transition Date ("Transition Salary").
- (b) **Benefits.** During the Transition Period, a Transitioning Faculty Member shall continue to be eligible to participate in all benefit plans available to full-time College faculty members, including but not limited to College contributions to TIAA-CREF based upon the Transition Salary, participation in the College's insurance plans, and participation in the College's tuition remission plan.
- (c) **Service Requests.** During the Transition Period, the Transitioning Faculty Member shall remain available for service requests by the Dean of Faculty, provided however, that the Transitioning Faculty Member shall not be expected to take on any service on regular continuing committees, as a student advisor, or as a senior thesis reader during the Transition Period.
- (d) **Mail, Email and Website.** During the Transition Period, the Transitioning Faculty Member shall continue to have access to the College's mail services, email system, and appear on the College's website. After the Retirement Date, the Retired Faculty Member will continue to have access to the College's email system on the same terms as all emeriti faculty, but shall no longer have regular mail access, space in the College's mail service, or website space.
- (e) **Office.** Prior to the Transition Date, the Transitioning Faculty Member shall vacate his/her office for the remainder of the Transition Period.
- (f) **Research and Travel Funds.** During the Transition Period, a Transitioning Faculty Member will not be eligible to receive College appropriated research or faculty conference travel funds.
- (g) **Teaching.** The Transitioning Faculty Member shall not teach Scripps College courses during the Transition Period unless mutually agreed between the College and the Transitioning Faculty Member in a separate written agreement.

- 4. Service Credit. The Dean of Faculty may, in his/her discretion, grant years of credit toward the twenty (20) year service requirement with respect to any faculty member hired by the College after serving as a tenured faculty member at any four-year college or university.

APPENDIX I

REQUEST TO PARTICIPATE
FORM

To: Dean of Faculty

From: Professor _____

Re: Faculty Retirement Transition Program

Pursuant to Section 2(a)(1) of the Scripps College Faculty Retirement Transition Program (the "Program"), I hereby request to participate in the Program for a [one or two] year Transition Period commencing July 1, 20__.

I understand that if my Request to Participate is approved failure to deliver an executed Retirement Transition Agreement to the Dean of Faculty within the timeline set forth section 2(a)(3) of the Program shall constitute a withdrawal of this Request to Participate.

Dated: _____ Signature: _____

APPENDIX II

RETIRMENT TRANSITION AGREEMENT FORM

This Retirement and Transition Agreement (this "Agreement"), is entered into as of _____, 20__, ("Effective Date"), by and between Professor _____ ("Professor ") and Scripps College (the "College"). In consideration of the covenants undertaken and contained in this Agreement, Professor _____ and Scripps College agree as follows:

- 1. Retirement and Transition. On June 30, 20__(the "Retirement Date"), Professor shall retire from [his/her] position as Professor of _____ at the College. Professor

_____ hereby resigns [his/her] tenure at the College effective on July 1, 20__ (the "Transition Date") and [his/her] employment with the College on the Retirement Date. On the Transition Date, Professor _____ shall commence a Transition Period consisting of [one (1) academic year or two (2) academic years] under the College's Faculty Retirement Transition Program. The College hereby accepts the resignation of tenure and the resignation of employment. From the Effective Date through Transition Date, Professor _____ shall continue to perform [his/her] regular teaching, scholarship, and service duties as a full-time member of the College's faculty and shall continue to receive salary and benefits as a full-time faculty member. From the Transition Date through the Retirement Date (the "Transition Period"), this Agreement shall set forth the obligations of Professor _____ and the College.

- (a) Salary. During the Transition Period, the College shall pay Professor _____ a salary equal to fifty percent (50%) of [his/her] salary in effect on the last day of the academic year immediately preceding the Transition Date ("Transition Salary").
- (b) Benefits. During the Transition Period, Professor _____ shall continue to be eligible to participate in all benefit plans available to full-time College faculty members, including but not limited to College contributions to TIAA-CREF based upon the Transition Salary, participation in the College's insurance plans, and participation in the College's tuition remission plan.
- (c) Service Requests. During the Transition period, Professor _____ shall remain available for service requests by the Dean of Faculty, provided however, that Professor _____ shall not be expected to take on any service on regular continuing committees, as a student advisor, or as a senior thesis reader during the Transition Period.
- (d) Mail, Email and Website. During the Transition Period, Professor _____ shall continue to have access to the College's mail services, email system, and appear on the College's website. After the Retirement Date, Professor _____ shall continue to have access to the College's email system on the same terms as all emeriti faculty, but shall no longer have regular mail access, space in the College's mail service, or website space.
- (e) Office. Prior to the commencement of the Transition Period, Professor _____ shall vacate [his/her] office.
- (f) Research and Travel Funds. During the Transition Period, Professor _____ will not be eligible to receive College appropriated research or faculty conference travel funds.
- (g) Teaching. During the Transition Period, Professor _____ shall not teach courses at the College unless mutually agreed between the College and Professor _____ in a separate written agreement.

2. Termination of Relationship. At the conclusion of the Transition Period, Professor's _____ employment with the College shall terminate and

the College shall have no further obligation to Professor _____ other than with respect to any vested rights Professor _____ may have under the College's employee benefit plans, which rights shall be governed by the applicable plan documents.

3. Severability. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application and, therefore, the provisions of this Agreement are declared to be severable.

4. Integration Clause. This instrument constitutes and contains the entire agreement and understanding concerning Professor _____'s employment with Scripps College and the other matters addressed. The parties intend it as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning the subject matters. This is a fully integrated document. This Agreement may be modified only with a written instrument executed by both parties.

5. Waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

6. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

The undersigned have read and understand the consequences of this Agreement and voluntarily sign it.

EXECUTED this ____ day of _____, 20__, at Los Angeles County, California.
Professor _____

EXECUTED this ____ day of _____, 20__, at Los Angeles County, California.
Scripps College

By: _____
Its: _____

SCRIPPS COLLEGE

FACULTY HANDBOOK

4 ACADEMIC INFORMATION

- 4.0 Introduction
- 4.1 Reentry Scholars Program
- 4.2 Academic Regulations and Procedures
- 4.3 Policy on Disputed Grades
- 4.4 Procedures for Pursuing Questions of Academic Dishonesty
- 4.5 Registration Procedures
- 4.6 Advising and Counseling
- 4.7 Advising Codification
- 4.8 Requirements for Bachelor of Arts Degree

Consult the current catalog and web/portal schedule for up-to-date information on course offerings, major/minor requirements, additional curricular opportunities, the Interdisciplinary Core Program and Awards.

SCRIPPS COLLEGE

4.0 INTRODUCTION

The College believes in the educational validity of the four-course program for each semester. The rate of progress may be accelerated or diminished, and individual students are advised to consider their own powers and preparation in determining the rate at which they move forward.

SCRIPPS COLLEGE

4.1 REENTRY SCHOLARS PROGRAM

Reentry scholars are students beyond traditional college age who wish to begin or resume their college education. Scripps College welcomes the experience and maturity that reentry scholars bring to the college community. A reentry scholar should follow the admission requirements for either a first-year applicant or a transfer applicant depending upon previous education. Motivation is a key factor to the success of reentry scholars. Classroom work for the bachelor's degree may be completed on either a full- or part-time basis.

Reentry scholars who do not seek a bachelor's degree may audit or enroll in individual classes for credit on a part-time basis as space permits. Such students may at any time apply for admission to the degree program. Students who would like to audit or enroll in courses at Scripps College on a part-time, non-degree-seeking basis should contact the registrar at (909) 621-8273. Students interested in pursuing a bachelor's degree at Scripps College, either on a full- or part-time basis, should contact the Office of Admission at (909) 621-8149.

SCRIPPS COLLEGE

4.2 ACADEMIC REGULATIONS AND PROCEDURESAcademic Probation/Dismissal

The Committee on Academic Review will monitor the academic progress of all Scripps students. At the end of each semester, the Committee will discuss any student whose semester or cumulative grade point average falls below 6.00 (C) or who, in the judgment of the Committee, jeopardizes her progress toward the degree.

Academic Probation: A student will be placed on academic probation the first time her semester grade point average falls below 6.0 (C). Typically, to meet the terms of probation, a student must achieve a semester grade point average of 6.0 (C) and a passing grade in each of four, full letter-graded courses in the first subsequent semester of enrollment. The Committee on Academic Review may choose to set additional or course-specific probationary terms. If the student meets all of the terms of her probation, but her cumulative grade point average remains below 6.0, she will normally be continued on academic probation until her cumulative grade point average also reaches 6.0 or higher.

The Committee on Academic Review may establish specific probationary terms for any student who, in the judgment of the Committee, may be jeopardizing normal progress toward her degree. Failure to meet all of the terms of academic probation will normally lead to suspension or dismissal from the College (see below). At the discretion of the Committee on Academic Review, a student under exceptional circumstances may be continued on a second and final probationary period.

Academic Suspension: If a student fails to meet the terms of academic probation or completes a second semester with a grade point average below 6.0 (C), she will usually be suspended from the College. After at least one semester away from the College, a student who has been suspended may petition the Committee on Academic Review for readmission on probation. The Committee will evaluate the petition for readmission based upon evidence that the student will perform successfully if readmitted. Such evidence may include one or more full-time terms of successful academic performance in an equivalent academic environment, her academic history, positive changes in her health or personal circumstances, and/or recommendations from Scripps or off-campus faculty or other professionals. Such evidence, however, will not guarantee readmission by the Committee. If readmitted, the Committee will define the probationary terms under which the student may continue enrollment. Students who fail to meet the terms of academic probation following readmission will normally be dismissed from the College.

Academic Dismissal: If a student fails to meet the terms of academic probation or is otherwise not making satisfactory progress toward the degree, the Committee on

Academic Review may dismiss the student from the College. Students who have been suspended from the College and unsuccessfully petition for readmission will be dismissed from the College. Only under extraordinary circumstances and after an extended period of more than one year away from the College may a student reapply to the College.

The decisions of the Committee on Academic Review with respect to Academic Probation, Academic Suspension, and Academic Dismissal may be appealed through the Petitioning Process described later in this section. Any Petition seeking to appeal a decision regarding Academic Probation, Academic Suspension, or Academic Dismissal must be submitted to the Committee on Academic Review within five (5) working days following email notification to the student of the decision being appealed.

Class Level

Class level is determined by the number of Scripps courses or course equivalents that have been completed as follows:

First year	0 - 7.9	Junior	16.0 - 23.9
Sophomore	8.0 -15.9	Senior	24.0 - Up

Course Numbering and Credit

Scripps courses numbered 1-99 are lower division; those numbered 100-199 are upper division. One Scripps course is equivalent to four semester units or six quarter units. Transfer credit will be equated to Scripps courses according to a standard mathematical conversion table available in the Registrar's Office. Courses considered for transfer from a community college are lower division.

Grades

Academic evaluation at Scripps College is a system of letter grades with grade points assigned to the following scale:

12	11	10	9	8	7	6	5	4	3	0
A	A-	B+	B	B-	C+	C	C-	D+	D	F

- A grade point average of 6 (C) in each major, each (optional) minor, and cumulatively is required for graduation.
- D+ and D will be counted as passing grades. A minimum grade of C (not to include C-) is required for Writing 50.
- Cumulative grade point averages are calculated only on courses taken as a Scripps student (including official Off-Campus Study programs).
- Letter grades on file with the registrar at the end of the semester are final unless an error in calculating the grade is discovered. Errors must be corrected within one

year of the time the grade was recorded.

Pass/Fail (P/F)

A maximum of one course per semester may be taken Pass/Fail with a maximum of four Pass courses counting toward the 32-course degree requirement. Work must be "C" (not including C-) or above in quality to receive a P. Pass/Fail grades are not calculated into the cumulative grade point average. The decision by the student to take a course P/F must be made and recorded in the Registrar's Office by the last day to drop classes without academic penalty. Courses used to meet any general requirement and courses in the major(s) or minor(s) may not be taken Pass/Fail. A Fail grade for a physical education activity does not appear on the student's official transcript.

Incomplete (I)

An "Explanation of Incomplete" form must be filed for each incomplete grade assigned. An incomplete may be given at the instructor's discretion, except for senior thesis, under the following circumstances:

1. At least 75 percent of all course requirements to date has been completed; and
2. The student's work to date is passing; and
3. Attendance has been satisfactory; and
4. An illness or other extenuating circumstance legitimately prevents completion of required work by the due date (written verification by the dean of students or medical practitioner is required); and
5. The incomplete is not based solely on a student's failure to complete work or as a means of raising her grade by doing additional work after the grade report time; and
6. The instructor completes and submits the appropriate form with the course grade sheet, including the final grade to be assigned if the work is not completed on time.

Students must complete all remaining work no later than the deadline to add classes (tenth instructional day) of the following semester, and the grade must be submitted no later than two weeks following completion of the work (end of the fourth week). Students must petition to the Committee on Academic Review to request an extension of the deadline. If the work is not completed by the established or petitioned deadline, the final grade submitted by the faculty member on the basis of work previously completed will be recorded.

The senior theses deadline may only be extended by petition to the Committee on Academic Review on or before the published thesis deadline.

In Progress (N)

For courses designed to extend beyond one semester such as some senior theses.

No Grade (NR, NG, or NGS)

This place holder will be used when no grade can be recorded before grades are available to students at the end of a semester, e.g., grades for the course were not yet submitted or a grade was omitted. As soon as the Registrar's Office has obtained the appropriate final course grade, the student will be notified of the final grade and the corrected semester and cumulative grade point averages, and her transcript will be updated.

Dropping Courses/Withdrawal

A student may drop a course, except Writing 50 or Core, during the first seven weeks of the semester and no record of that course is made on the transcript. After the last day to drop courses, a withdrawal will appear on the transcript indicated as a grade of W.

No drop forms will be accepted after the last day of classes before reading days and final examinations begin except in cases of emergency by petition to the Committee on Academic Review.

Students must petition to the Committee on Academic Review to drop or withdraw from Writing 50 or any of the three Core courses.

Student Disenrollment Policy

If a student fails to attend the first two meetings of a course (or one course meeting for courses meeting only one time per week) and the absences were not approved in advance by the instructor, the faculty member of record may ask the student's Registrar to drop the student from the course. However, students will not automatically be dropped from a course they do not attend. The student may appeal to their home college for reinstatement into a dropped course when documented circumstances beyond the student's control prevented the student from attending the course and communicating with the instructor before the add deadline.

Adding Courses

Students may add courses during the first ten instructional days of a semester. Change of registration forms are available in the Registrar's Office. Students must petition to the Committee on Academic Review to add a course following the tenth instructional day.

Intercollegiate Agreement on Academic Dishonesty and Disputed Grades

A student charged with academic dishonesty in a course taken outside the home college shall be tried according to the procedures for handling such cases in the home institution. Faculty members are obliged to accept the decision of the student's college and may not impose a penalty should the appropriate hearing panel fail to find guilt. Any student

grievance concerning a grade given by an instructor as a result of such a hearing decision will also be handled according to the rules of the student's home college.

All other grievances concerning grades are handled by procedure of the college sponsoring the course.

Transfer Credit

Liberal arts courses satisfactorily completed at colleges and universities external to The Claremont Colleges will be considered for transfer credit toward the Scripps bachelor's degree upon receipt of an official transcript if they meet the conditions listed below. Grades earned will not be calculated in the Scripps cumulative grade point average, and individual courses and grades will not be listed on the official Scripps transcript.

[Advising Note: Be sure to verify the academic calendar of the transfer institution before determining equivalency to a Claremont course. For instance, "French 3" on the quarter calendar is the end of the first year of instruction in the language and is not equivalent to third-semester French.]

1. Courses will be considered for transfer credit only if they were completed through a comparable liberal arts college or university program and area also comparable to courses offered by, and within disciplines at, the undergraduate Claremont Colleges. Activity courses such as physical education, music ensembles, and theater workshops will not be considered for transfer credit. Students may be required to provide college catalogs, course syllabuses, and other documentation as evidence of comparability.
2. Courses completed at a community college will transfer only as lower-division credit and must be identified in the community college catalog as transferable to, and articulated with, the University of California or comparable out-of-state university toward a liberal arts degree at the baccalaureate level.
3. A maximum of the equivalent to 16 Scripps courses, including a maximum of four Advanced Placement or International Baccalaureate credits, may be transferred to meet degree requirements. A maximum of the equivalent to four Scripps courses may be transferred from summer sessions and university extension programs toward degree requirements.
4. Only courses graded C or above (not including C-) will be considered for transfer credit. Pass/fail or credit/no credit grades must be equated to C by the sending institution and will be elective credit only, not meeting any general education, major, or minor degree requirements at Scripps.
5. All transfer credit will be translated into equivalent Scripps course credits. One Scripps course is equivalent to four semester units or six quarter credits. To calculate approximate transfer credit, divide the total number of transferable semester units or quarter credits by four or six, respectively.
6. Courses approved as transfer credit may be applied toward general degree requirements and as elective credit upon initial evaluation at admission. They may only be used toward major or minor requirements when approved by faculty in the department of the major or minor as listed on an approval form. Work

completed in a summer session or through a university extension program does not normally count toward the major or minor.

7. No transfer credit will be granted for courses challenged by examination at another college or university, even if that institution has given credit for courses so challenged. No transfer credit will be granted for experiential learning, although department faculty may allow registration into upper level courses based upon portfolios, auditions, or other department criteria. Such placement will not, however, constitute credit toward the minimum number of courses required for the degree, major, or minor.
8. International students requesting credit for college or university work completed outside the United States prior to admission may be required to pay for an official evaluation of the official foreign transcript through a service recommended by Scripps College.
9. Credit for courses taken in affiliated programs through the Scripps Office of Off-Campus Study will be determined by the Scripps registrar in accordance with established guidelines and procedures. Courses and grades completed through Scripps Off-Campus Study programs are considered to be resident credit, will be itemized on the Scripps official transcript, and will be computed in Scripps grade point averages. More information is available in the Office of Off-Campus Study and the Office of the Registrar.
10. Following initial entrance to the College, Scripps students will not be allowed to transfer credit from a college or university abroad or one with which Scripps has a formal exchange program unless enrolled through Scripps. Summer coursework abroad, as indicated on an official institutional transcript, will be considered for transfer credit only when offered through a comparable United States college or university liberal arts program or through a program with which Scripps is affiliated during the fall and spring semesters.

Exceptions to the above guidelines will be considered on an individual basis by petition to the appropriate committee—the Committee on Academic Review or the Committee on Study Abroad—with applicable department faculty review and recommendation. Questions regarding credit and transferability of courses should be directed to the registrar.

Advanced Placement and International Baccalaureate

Students who have taken Advanced Placement or International Baccalaureate high school courses followed by matching examinations will receive one elective course credit for achieving exemplary scores; no additional credit will be granted for subscores. (For example, a Calculus AB subscore of 4 or 5 on a Calculus BC exam will not earn credit, regardless as to whether or not the student earned a 4 or 5 on the Calculus BC exam to which the subscore is attached.) For Advanced Placement courses and examinations, scores of four or five on the examination will be considered for credit. For International Baccalaureate courses and examinations, scores of five, six or seven on higher-level examinations will be considered for credit. A maximum of four such

elective course credits will count toward the degree, but may not be used toward the 16-course residence requirement. Advanced Placement and International Baccalaureate examinations in the same subject with only one matching high school course will be considered as one.

The appropriate Scripps academic department will determine waiver of major requirements or placement into advanced courses based upon Advanced Placement or International Baccalaureate courses and scores. Elective credit granted for Advanced Placement and International Baccalaureate credit will not meet general education requirements.

Auditing Courses

Regularly enrolled students and members of the Claremont community may register as auditors only on a space-available basis and only with written permission of the instructor. Core, writing, studio art, and music performance courses may not be audited. Forms to request to audit courses are available in the Registrar's Office. Audited courses do not earn credit and may not be used to meet any degree requirement. Instructors have the option of dropping auditors who attend fewer than half of the class meetings, and such dropped courses will not appear on student transcripts. Auditors may not change their enrollment status to receive credit after the last day to add classes; credit enrollments may not be changed to audits after the last day to drop classes. Regularly enrolled students pay no additional fees to audit courses. Applicable fees for members of the Claremont community to audit courses are indicated in the Scripps Catalog.

Faculty members should contact the Associate Dean regarding the special senior audit program of the Claremont Joslyn Senior Center—for which no record is kept by the Registrar.

Leaves of Absence

Students wishing to take a personal leave of absence from the College must notify the Registrar's Office and file an Intent to Take a Leave of Absence form. Leaves are commonly taken for one or two semesters; students wishing to extend a leave of absence must petition to the Committee on Academic Review. Students may choose to take a leave of absence for personal reasons or to attend another college or university program for a specific period of time. Students planning to attend and transfer credit from another college or university should contact the Registrar regarding procedures. Students are ineligible to transfer credit from a study abroad program completed outside the purview of the Scripps Off-Campus Study Office.

Withdrawal from the College

Students wishing to withdraw from the College must contact the Registrar's Office.

Class Attendance

Students are expected to attend all classes and not to absent themselves without adequate reason. The regulation of class attendance is ultimately the responsibility of the faculty. It is particularly important that students attend classes immediately preceding and following vacation periods.

Low Grade Notices: Reporting Academic Deficiencies During the Semester

Faculty members are encouraged to send low grade notices to students and their advisers using their academic portal accounts. Low grade notices are appropriate any time during the semester and may be submitted more than once, although the published deadline for low grade notices is approximately one week before the last day to drop classes.

Academic Dishonesty

It is the responsibility of the student to know the definitions of plagiarism and cheating. The Guide to Student Life gives a general description of plagiarism. If a student is in doubt, she should consult her instructors. If a student cheats or plagiarizes, she can be held accountable for violation of the System of Responsibility and the Guide to Student Life.

It is the responsibility of the faculty member to be alert to possibilities of plagiarism and/or cheating. If he or she encounters either, it is his or her responsibility to initiate and follow the policy outlined in the Guide to Student Life.

Refer to Faculty Handbook 4.4 for further information concerning academic dishonesty.

Reading Days

In the fall semester, the Wednesday prior to finals week is designated the last day of classes. In the spring semester, the Wednesday prior to finals week (the last day of classes) is designated as Capstone Day. Thursday and Friday of the last week of classes each semester are designated as Reading Days. Classes are suspended but professors may hold study sessions, critique sessions, or reviews during normal class times. No new material may be introduced at these sessions or exams given (except for graduating seniors).

Examinations

Each semester closes with a period of final examinations. The final examination schedule is standardized for the five undergraduate colleges, and the following information is published in registration materials each semester:

1. Examination times for “arranged” classes, as well as for classes which meet at times different from the Standard Class Times must be scheduled by mutual agreement of the instructor and the students; classroom space must also be specially arranged.

2. Final examinations will be in the same rooms assigned for regular class work unless other arrangements are made with the Registrar's Office. In the event that another room is used, the instructor will announce the change.
3. To be counted as work completed in the course, all papers, reports, drawings and other assigned material must be submitted to instructors before the scheduled date of the final examination, unless an earlier deadline is given.
4. In the spring semester, seniors completing requirements for graduation must take final examinations during the last week of regularly scheduled classes.

In addition, the following applies to Scripps:

1. No changes in scheduled examinations may be made except by petition to the Committee on Academic Review.
2. In order to protect students from the excessive academic pressure of being examined during the last week of classes, it is urged that all faculty give their examinations within the published final examination period. If, for emergency reasons, the final examination has to be given earlier, the examination must be confined to the hours during which the class is scheduled to meet.
3. Because grades in the spring semester for graduating seniors must be reported to the Registrar on the final reading day; seniors completing requirements for graduation may not take final examinations during the regular examination period.

Granting of Degrees

Students are granted the degree in May or on October 18 or January 20, depending upon when all requirements are completed. All students graduating during the academic year are invited to participate in May commencement.

Thesis Regulations

The Senior Thesis will be undertaken after consultation with the student's adviser and will be carried out under the direction of an instructor in the area of the student's major field of study. Each thesis will be evaluated by the director in consultation with a second reader of the student's choice. At least one of the two thesis readers must be on the faculty at Scripps. The Dean of Faculty must give approval for two off-campus readers.

In case of disagreement in evaluation between the director of a thesis and a second reader, a third reader will be requested by the Dean of the Faculty to act as arbiter.

Cross-Registration at The Claremont Colleges

Students may cross-register without the express permission of the instructor if off-campus courses fall within the guidelines below. Students are normally expected to enroll on the home campus for courses offered at more than one of The Claremont Colleges. Cross-registration may be limited or prohibited in certain courses.

1. First-year students are encouraged to register for their entire first-semester program at Scripps.

Second-semester first-year students may register for one course at one of the other Claremont Colleges.

2. Sophomores may register for one course per semester at one of the other Claremont Colleges.
3. Juniors and seniors may register for one half of their courses in each semester at another of the Claremont Colleges.
4. Cross-registration for courses in excess of those outlined above must have the signed permission of the student's adviser. There is no additional tuition for enrolling in courses at the other Claremont Colleges.
5. Keck Science courses and courses in joint or cooperative programs in which Scripps participates are considered as courses offered by the home campus.

Requirements for the Major

Before pre-registration in spring of the sophomore year, each student must declare her major by filing an approved junior major form in the registrar's office. At the same time, she will select a faculty adviser within her major field who will assist her in planning her future program. Students who plan to complete two majors must also declare the second major by filing a second approved junior major form assisted by a faculty member in the second field. Students planning to complete a minor are encouraged to formally declare the minor at the end of the sophomore year.

A major is an integrated program of study composed of courses and independent work within a discipline or interdisciplinary program. It should have an inner rationale and coherence of structure. The basic educational policy of Scripps is to enable students to think independently and critically. In planning her major, a student should implement this policy by seeking to fulfill the following goals:

1. Mastery of (a) skills and methods, (b) principles and theory and (c) essential materials in the field. This mastery will usually be accomplished by successfully completing certain courses or a combination of courses and supervised independent study as determined by the department faculty. Passing the required courses for the major, a minimum of eight semester courses or their equivalent and senior thesis, with at least a 6.0 (C) grade point average is the basis for this standard.
2. Demonstration of competence in the field. In the areas of Music, Dance and Theatre, a senior performance or a thesis is required as a demonstration of competence. In Studio Art, a senior project is required. In all other fields, competence must be demonstrated by writing a senior thesis. Senior theses are normally supervised by two members of the Scripps College faculty: the director of the thesis and a second reader chosen in the relevant field. Options consistent with the basic educational policy of the College may be considered equivalent to the thesis upon approval by two

faculty members and petition to the Committee on Academic Review. Due dates for senior theses are determined by the faculty of each discipline and published in the Registration Handbook each semester. The senior thesis will be graded in the same manner as every other course; a minimum grade of D is required for the senior thesis/project for graduation.

During September of the senior year, in consultation with her major adviser, the student files an approved senior major form in the Registrar's Office for each major she anticipates completing, indicating those courses which she plans to use to complete her major requirements. Seniors will be held to the specific courses indicated on the senior major form. Written requests on a course substitution form to change these intended courses must be approved by the major adviser and forwarded to the Registrar.

Choices for Majors

Scripps major requirements must be met if the major is offered at Scripps.

1. Requirements for majors at Scripps College are defined by departments and are listed in the catalog under the descriptions of the departmental programs. All majors consist of a minimum of eight semester courses or their equivalent, and a senior thesis (or senior seminar or project). At least half of these courses must be taken at Scripps, except where this regulation is specifically waived. Courses that fulfill major requirements will be chosen by the student in consultation with her adviser and listed on her approved senior major form.
2. A dual major must fulfill all of the major requirements for each of two disciplines (unless an exception is specified in the catalog) and complete a senior thesis that integrates the skills and knowledge of both fields. The two thesis readers are from the faculty of the two fields represented by the dual major. Normally, students who undertake a dual major would be required to complete only one senior seminar, but two may be taken for credit if the thesis readers recommend it. In the case of a dual major where each department requires participation in a senior seminar, and in the event these seminars meet at the same time, the student, with the assistance of advisers from each department, will determine the senior seminar in which she will enroll. Courses to fulfill each major requirement will be listed on each of two senior major forms as approved by her adviser in each field.
3. A double major must fulfill all of the major requirements for each of two disciplines and complete two theses, one in each of the two subject areas. Courses that fulfill each major requirement will be listed on each of two senior major forms as approved by the student's adviser in each field.

In exceptional cases a student may petition the Academic Policy Subcommittee of the FEC for approval of a self-designed major. The major must consist of a minimum of ten semester courses or their equivalent (including senior thesis); these courses should allow the student to acquire mastery of the skills, methods, principles, theories, and

history related to the course of study. The major will culminate in a thesis that will allow the student to demonstrate the acquired expertise. To plan the course of study the student will work closely with a Scripps academic adviser with experience and fluency in the field. The petition for this self-designed course of study must include:

- A description of the major and its learning objectives.
- An explanation as to why/how proposed major is an intellectual course of study with a unified and coherent subject matter.
- An explanation as to why proposed area of study cannot be accommodated by existing majors, minors, and electives and/or any combinations thereof.
- Statements from at least two faculty members who will be working with the student, defending and supporting the petition. These statements must include a detailed explanation of the basis for this course of study and why the area of study cannot be served by existing 5-C majors, minors, or a combination thereof.
- A signature of a Scripps faculty member who agrees, barring unusual or unforeseen circumstances, to serve as a reader for the thesis and, if this Scripps faculty member cannot serve as *first* reader, then the proposal must, in addition, be signed by a Claremont Colleges faculty member who agrees, barring unusual or unforeseen circumstance, to serve as first reader for the thesis.
- Initially, a student major petition form must be signed by individual faculty members whose courses are being counted towards the self-designed major. Subsequent changes to the proposed major requires only the major advisor's signature.

Up to two courses (including prerequisite courses) may double count towards each of two majors (but not also a General Requirement). Students may exceed this double counting limit if the total number of unduplicated courses on the approved Senior Major Form for each major (excluding senior seminar and thesis) is at least six courses.

Majors are offered in fields in which the senior thesis can be supervised by a member of the Scripps faculty. If the major is offered at Scripps or is an intercollegiate major in which Scripps participates, the Scripps major requirements must be met and a Scripps faculty member must serve as the major adviser. If a student wishes to major in a field for which no provision is made at Scripps (for example, sociology), she may complete her work in part or entirely at one or more of the other Claremont Colleges. In this case the student must meet the specific requirements of the other colleges for the major, to include at least eight courses, and also write a senior thesis. A Scripps faculty member must serve as a thesis reader. Off-campus majors require the on-campus adviser's signature of approval plus the signature of the off-campus adviser in the major field on the senior major form. All majors are subject to review by the dean of the faculty and the Committee on Academic Review.

Minors

Scripps minor requirements must be met if the minor is offered at Scripps.

Students planning to complete a minor are encouraged to declare the minor formally at the end of the sophomore year. A completed form for declaring a minor, including the approval of the student's adviser and a professor in the designated minor area of study, must be submitted to the registrar no later than the deadline to add classes in her last semester of enrollment. Satisfactory completion of a minor will be measured by passing grades in all required courses with a minimum grade point average of 6.0 (C) or higher.

Requirements for minors at Scripps College are defined by departments and are listed in the catalog under the descriptions of the departmental programs. All minors consist of a minimum of six semester courses or their equivalent. Up to one course may double count between a major and a minor or between two minors (but not also a General Requirement). Students may exceed this double counting limit if the total number of unduplicated courses on the approved declaration form for each minor is at least five courses. At least half of these courses must be taken at Scripps, except where this regulation is specifically waived.

Honors in the Major

If an honors program in the major is offered at Scripps, the Scripps honors requirements must be met. When the Scripps major does not offer honors, a student may discuss with the department/program chair the possibility of creating an honors program.

[See the current catalog for honors in off-campus and self-designed majors as well as intercollegiate programs.]

Petitioning Process

Filing curricular petitions with the Registrar for the Committee on Academic Review is normal procedure at Scripps for the following requests:

1. To petition exceptions to any published deadline including change in registration or drop.
2. To enroll for independent study or independent internship credit.
3. For waiver of, or exception to, any stated academic regulation.
4. To enroll in six or more courses in any one semester.
5. For a self-designed major.
6. To participate in a Scripps/Claremont Graduate University or other accelerated program. (See Combined Degree Programs in Scripps Catalog.)
7. To postpone required first-year courses, including Writing 50, Core I, and Core II, as well as Core III in fall of the second year.

8. To change a scheduled examination.
9. To receive transfer credit for College-Level Examination Program (CLEP) Subject Examinations.
10. Appeal of a decision by the Committee on Academic Review with respect to Academic Probation, Academic Suspension, or Academic Dismissal (must be submitted within 10 days following email notification to the student of the decision that is the subject of the Petition).

Petition forms may be obtained at the Registrar's Office or printed from the registrar's home page on the Web and must carry the signature of the student's adviser and, where relevant, of the supervising instructor. Adviser and instructor comments are encouraged. All Petitions must include the student's current email address and telephone number.

Once the Committee on Academic Review (CAR) has made its final decision on a petition, a student may appeal the decision on one or more of the following grounds: (i) the procedures set forth by the College to adjudicate petitions were not properly followed by CAR; (ii) new information relevant to the case has since become available; or (iii) CAR's interpretation of the relevant College policy or policies was erroneous. For purposes of this provision, "new information" is information that is directly relevant to the issue under consideration and could not with reasonable diligence have been located or obtained by the student at the time the student submitted materials to CAR. Any such appeal must be initiated by submitting a written statement to the Dean of Faculty within five (5) working days following email notification to the student of CAR's final decision. The statement to the Dean must set forth the CAR decision being appealed and the reason(s) the student contends the decision should be overturned or modified. Within five (5) working days of receipt of the appeal, the Dean of the Faculty, in consultation with the Chair of the Faculty Executive Committee (FEC), shall initially determine whether the appeal satisfies the foregoing requirements. If the Dean decides that the appeal does not satisfy the requirements, the Dean shall inform the student in writing of the appeal's deficiencies. If the Dean determines that the appeal satisfies the requirements, the FEC shall consider such appeal at a regularly scheduled FEC meeting. While the College is in session, such meeting shall be no later than fifteen (15) working days following submission of the appeal. If an appeal is submitted while the College is not in session or after the last regularly scheduled FEC meeting of a semester, the appeal will be considered at the first regularly scheduled meeting of the FEC during the next semester. Any members of FEC who participated in the CAR decision that is the subject of the appeal will recuse themselves from the FEC appeal vote. To evaluate such an appeal, the FEC may request additional information from the student and/or the College's faculty and staff, and the FEC may extend the period to consider the appeal, at its discretion, to accommodate its request(s) for additional information. In the event the FEC finds merit in one or more bases of the appeal, the FEC, at its discretion, may remand the matter back to CAR to reconsider the matter based upon procedural clarification from the FEC, new information, or policy interpretation clarification from the FEC. In the event the FEC remands the matter to CAR for further consideration, CAR shall report back to the FEC in writing within ten (10) working days stating whether CAR has modified its position on the matter. The FEC shall then make its final determination within five (5) working days of receiving CAR's report. The decision by the FEC with respect to any appeal of a CAR decision is final.

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4.3 POLICY ON DISPUTED GRADES

The presumption in the administration of grades at Scripps is that the professor alone is qualified to evaluate the quality of the academic work of the student in her or his course.

When a student has grounds for believing that, apart from questions of academic quality of an individual piece of work, a particular final grade was assigned by the professor in a manner that was arbitrary or discriminatory, or that crucial evidence was not taken into account, the following procedure is available:

1. The student must first discuss the matter with the professor.
2. If the outcome of that discussion is not satisfactory, the student should consult with the Dean of Students.
3. If there appear to be grounds for further investigation of the situation, the Dean of Students will consult with the Dean of Faculty, who will then contact the professor involved in an effort to bring the issue to a satisfactory solution.
4. If, following these discussions, the claims of the student and professor are still unreconciled, the Dean of Faculty will arrange for a group meeting including himself, the Dean of Students, the professor and the student.
5. If no satisfactory solution results from this informal meeting, the student will be advised to petition the Committee on Academic Review, which will meet with the student and the professor individually.
6. Should the Committee on Academic Review wish to consider the case further, it will determine its own procedures according to each case. If the committee decides that a grade change is warranted, it will establish procedures for determining the new grade. Procedures could include working with the faculty member on an appropriate change or reassessing the student's work overall through the semester. In no case will the committee be involved in reevaluating individual papers or examinations. Any issue on disputed grades will usually be settled in the following semester, but in no case later than a year from the time the disputed grade was given. The committee decision is final, and the student and the professor will be notified by mail. The committee, at its own discretion, may accede to a faculty member's wish that it consult colleagues in the discipline.

Please refer to Section 4.4 for policies governing academic dishonesty and grade disputes in cross-registration situations.

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4.4 ACADEMIC INTEGRITY

By action of the Academic Dean's Committee, the policies governing academic dishonesty and grade disputes in cross-registration situations are as follows:

1. A student charged with academic dishonesty in a course taken outside the home college shall be tried according to the procedures for handling such cases in the home institution. Faculty members are obliged to accept the decision of the student's college and may not impose a penalty should the appropriate hearing panel fail to find guilt. Any student grievance concerning a grade given by an instructor as a result of such a hearing decision will also be handled according to the rules of the student's home college.
2. All other grievances concerning grades are handled by the procedures of the college sponsoring the course.

Expectation of Academic Integrity

Scripps College is a community of scholar: faculty, students, and staff dedicated to the education of students and the advancement of learning. Scripps believes that learning and teaching thrive in an environment conducive to freedom of belief, inquiry, and speech. By continued participation in College life, each member of the Scripps community affirms acceptance of personal responsibility and obligation to the community in assuring that these principles are upheld in all aspects of our lives.

Therefore, in keeping with the System of Responsibility (refer to Section 5.1 of the Faculty Handbook), Scripps College expects each student to uphold the highest principles of academic honesty and integrity. Academic dishonesty of any kind destroys our trust in one another, devalues the Scripps community, and damages intellectual and personal development. It is not tolerated at Scripps and may result in one or more penalties including suspension or expulsion; a full discussion of such penalties as well as related academic policies and procedures can be found in the Catalog and The Guide to Student Life. Questions about this information may be referred to a faculty adviser, the Registrar, or the Dean of Students staff.

Plagiarism

Plagiarism is the academic use of "someone else's language, ideas, or other original (not common-knowledge) material without acknowledging its source. This definition applies to texts published in print or on-line, to manuscripts, and to the work of other student writers" (CWPA website). Unintentional plagiarism can be avoided by consulting with one's instructor about proper methods for acknowledging sources in advance of submitting an assignment.

Plagiarism includes:

1. Quoting the exact words of one's source without putting them in quotation marks and naming the source in the text or in an endnote or footnote; or, when paraphrasing a source, failing to acknowledge one's source. The exception is for ordinary factual information that is regarded as common property.
2. Acquisition of a term paper or other assignments from any source and the subsequent presentation of those materials as the student's own work; or submitting another student's papers, assignments, or exams as one's own.

Other Examples of Academic Dishonesty

Academic dishonesty is the deliberate misrepresentation of one's own work or the work of others. It includes but is not limited to the following:

1. Any use of external assistance during an examination unless expressly permitted by the faculty member.
2. Changing answers after an exam or other classwork has been returned with the intent to deceive the instructor.
3. Taking a course, portion of a course, or exam for another student or allowing another individual to take a course, a portion of a course or exam in one's stead.
4. Obtaining for oneself or providing for another person a solution to homework, a project or other assignments, or a copy of an exam or exam key without the knowledge and express consent of the instructor.
5. Using an essay, term paper, or other project in more than one course without permission of each instructor or handing in similar work in more than one course unless the faculty members are fully informed and give their approval.
6. Collaboration on a project, homework or other assignments when such collaboration is expressly forbidden.
7. Sabotage or misrepresentation of the work of another student.
8. Falsification, alteration or misrepresentation of official or unofficial records or documents including but not limited to, academic transcripts, academic documentation, letters of recommendation, and admissions application issues.
9. Submitting lab assignments, class projects, or other assignments that are wholly or partially falsified or otherwise do not represent work accomplished or undertaken by the student.

Procedures for Resolving Allegations of Academic Dishonesty

Faculty members suspecting that a student may have committed an act of academic dishonesty may wish to discuss the matter with the student informally in order to gain further insights into the matter. Such informal discussions are not required but may prove helpful in assessing the situation.

Whether or not such an informal discussion takes place, as soon as a faculty member concludes that a student has in fact committed an act of academic dishonesty, the faculty member has an obligation to so inform the College. A faculty member arriving at such a conclusion will therefore inform the Dean of Students of the suspected infraction.

The Dean of Students will then determine if any previous reports of proven or admitted academic dishonesty are on file. Subsequent procedures will depend on whether there are such previous reports on file, as explained below.

Procedures for a Charge of Academic Dishonesty With No Prior Reports on File

If the student has not previously been found guilty of, or admitted to, academic dishonesty, the charge of academic dishonesty shall be resolved as follows:

1. After informing the Dean of Students of the suspected infraction, the faculty member has five (5) working days to request a meeting with the student to discuss the matter. Normally the faculty member shall offer to meet with the student within five (5) working days of this contact. If the matter occurs at the end of the semester, the faculty member should send an email to the student at the student's Scripps College email account and schedule a meeting as soon as practicable when both the faculty member and the student can participate in person or via telephone.
2. If the student admits to academic dishonesty, the faculty member can pursue one or more of the following options:
 - a. Ask the student to retake the assignment. In this case, the faculty member retains the right to grade the assignment with a penalty.
 - b. Give an "F" on the assignment.
 - c. Give an "F" in the course.
 - d. Refer the case to the Augmented Committee on Academic Review (Augmented CAR). This should be done in the case of a first offense only when the faculty member believes the violation to be serious enough that suspension or expulsion may be indicated.

The faculty member shall promptly notify the Dean of Students once this meeting with the student has taken place. In addition, the faculty member shall notify the Dean of Students within five (5) working days of this meeting which of the options listed above will be pursued. A copy of this notification must be sent to the student (for example, by including the student in the cc line of an email message sent to the Dean of Students).

3. If the student denies academic dishonesty, the faculty member shall promptly so notify the Dean of Students. The Dean of Students shall then promptly refer the charges to the Augmented CAR, which will hear the case according to the procedures set forth below ("Procedures of the Augmented Committee on Academic Review").

Procedures for a Charge of Academic Dishonesty With Prior Reports on File

If the student has previously been found guilty of, or admitted to, academic dishonesty, a new charge of academic dishonesty shall be resolved as follows:

1. Within five (5) days of notifying the Dean of Students of the new charge the faculty member shall notify the student of the charges by email at the student's

Scripps College email account. A copy of the notification must be sent to the Dean of Students.

2. Within five (5) working days of the student's notification of the new charge by the faculty member the Dean of Students will refer the student's case in writing to the Augmented CAR.
3. A notation of No Grade ("NG") for the course shall be recorded on the student's transcript until the matter is resolved by the Augmented CAR and referred back to the faculty member to assign a grade for the assignment and for the course.
4. The Dean of Students will bring the charges before the Procedures of the Augmented Committee on Academic Review").

Procedures of the Augmented Committee on Academic Review

1. Voting members of the Augmented Committee on Academic Review will include the regular faculty and student members of the Committee on Academic Review (CAR) plus the chair of the Academic Policies Subcommittee of the Faculty Executive Committee, who will chair this committee, and the Judicial and Academic Review Chair of Scripps Associated Students. Non-voting, ex-officio members include the Dean of Students and Registrar.
2. If the faculty member bringing the charges of academic dishonesty is normally a member of the Augmented CAR, that faculty member is ineligible to serve and the Dean of the Faculty will appoint a faculty replacement. In the event that any other faculty member of the Augmented CAR is unable to serve, the Dean of Faculty will likewise appoint a faculty replacement.
3. In the event that one of the student members of the Augmented CAR is charged in a case of academic dishonesty, that student is ineligible to serve, and the Dean of Students will appoint a student replacement. In the event that any other student member of the Augmented CAR is unable to serve, the Dean of Students will likewise appoint a student replacement.
4. The Augmented CAR must meet on any case within ten (10) working days of the time the case was referred to it by the Dean of Students or, if the case was referred at the end of a semester, within ten (10) working days of the commencement of the next semester. The student charged may request a delay for appropriate reasons; the appropriateness of any such request shall be determined by the Dean of Students. The faculty member will be invited to appear and to present evidence in support of the charge. The student will be invited to appear and present evidence in defense.
5. The Augmented CAR, after consideration of evidence submitted by the faculty member and the charged student, will determine whether or not the student has committed the offense and, in the event of a guilty verdict, whether a College penalty shall be assessed. The Augmented CAR will provide written notification of its finding (and, if applicable, any College penalty) to the faculty member involved

and to the student.

In the event that the Augmented CAR reaches a guilty verdict, one or more of the following penalties may be imposed depending on the severity of the violation:

- a. Suspension.
- b. Expulsion.
- c. Revocation of degree or admission.
- d. Any other sanctions the committee develops to address the violation.

Penalties "a-c" above will be recorded on the student's permanent academic record (transcript).

The Augmented CAR may also recommend to the faculty member that the student receive a grade of an "F" for the assignment or for the course. The faculty member is not obligated to accept this recommendation, however, as explained in #8 below.

6. The decision of the Augmented CAR with respect to the charge and, if applicable, any College penalty shall be final.
7. The Registrar shall maintain a record of any Augmented CAR proceeding. This record, as well as the proceeding itself, shall be confidential.
8. After being informed of the decision of the Augmented CAR and of the College penalty, if any, imposed upon the student, the faculty member will then determine the student's grades for the assignment(s) in question and for the course.

After Resolution of a Charge of Academic Dishonesty

1. A student found guilty of, or admitting to, a charge of academic dishonesty will have written notification of such charge placed in the student's record. If the Augmented CAR, no notation regarding such charge or the Augmented CAR finds a student not guilty of a charge of academic dishonesty, proceeding will be placed in the student's file.
2. A student found guilty of or admitting to academic dishonesty may not dispute the grades assigned by the faculty member for the assignment or the course.

Note: A student's withdrawal from the College will not terminate or suspend any of the proceedings set forth above. The student will be invited to participate in such proceedings on the same basis as if the student were still enrolled at the College. The faculty member and the augmented CAR, if necessary, shall continue to fulfill their designated obligations as outlined above.

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4.5 REGISTRATION PROCEDURES

Up-to-date registration information is found in the current *Schedule of Courses*—a “real time” version of which is available through your academic portal account—and *Registration Handbook* distributed by the Office of the Registrar. The fall schedule is normally available in April for pre-registration and the spring schedule in November.

1. All students pre-register for the following semester in November and April. Registration materials are distributed to students approximately two weeks before these dates to allow the student and her adviser time to plan her program. Registration packets for all new students in the Fall semester are provided when they check into their in their residence halls.
2. Formal registration of new students takes place the day or two before classes begin. Returning students who have not pre-registered enroll during the first week of the semester. Students who fail to register before the deadline to add classes must petition to the Committee on Academic Review for permission to register. Students should check their registration schedules frequently throughout the semester through their portal accounts. Changes in registration schedules must be made according to the procedure in #3 following.
3. Students are allowed ten instructional days from the first day of classes to add a class. Seven weeks are allowed to drop a class. Students register through academic portal accounts with academic adviser’s clearance. Failure to withdraw officially from a course will normally result in an F on the student's record. No credit is granted for work completed for a course in which the student fails to register.
4. Refer to the current catalog for additional information related to registration, degree requirements, and so forth.

Cross-Registration

Students may cross-register within The Claremont Colleges when off-campus enrollments fall within the guidelines listed in the Policies and Procedures section of the Scripps catalog. Individual course restrictions are indicated in semester course schedules. Please refer to the section on cross-registration at the Claremont Colleges in the Scripps catalog.

Classes Requiring Writing Permission

If a course instructor requests that written permission be required for enrollment into the course, the instructor then needs to monitor and respond to permission requests through his/her academic portal account.

Closed Classes

Classes are closed to further registration when course limits have been reached. Additional registrations may be processed only by instructor written permission. Course limits may be set by students' home colleges or overall. Only courses approved and indicated in the catalog as prerequisite may be required for enrollment into the course.

Current Class Lists

Up-to-date numbers of enrollments in courses are accurately reflected on the Academic Portal Schedule of Courses; individual student registrations in courses are accurately reflected on the portal class lists. These are updated as registration activities occur at the various Colleges. Contact the Registrar if you have difficulty accessing your portal account.

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4.6 ADVISING AND COUNSELING

Personal counseling and advising of students is a primary responsibility of the Dean of Students and her staff. The Career Planning Office is also a part of the Dean of Students staff. This staff works in coordination with the Counseling Center, the Health Services, the Chaplains, the Office of Black Students Affairs and the Office of Chicano/Latino Student Affairs of the Claremont Colleges.

Faculty members are not expected to act as counselors or personal advisers, but only as academic advisers.

Academic Advisers: There are numerous resources available to assist students in educational planning. At the center of the academic advising program is the student's faculty adviser who is available to assist in defining educational interests and goals and in developing course of study.

A faculty adviser is assigned to each entering student for the first and sophomore years. Students are free to change advisers at any time and are encouraged to do so once a major has been decided upon. (A change-of-adviser slip is available in the Registrar's Office.) Faculty advisers are not always assigned to new students on the basis of expressed academic interests. Because no one person can provide all the information about courses and curriculum that a new student is likely to need, students are encouraged to ask questions of other faculty members and resource persons. (Students interested in medical school, those interested in majors such as engineering, music, or science, and students interested in studying abroad are especially encouraged to see the faculty in these areas, because early planning is particularly important.) A student, in consultation with the adviser, should compile information from many sources in planning the program.

A Scripps student is expected to assume responsibility for initiating all contact with the academic adviser for information and advice about requirements, classes, low-grade notices, potential graduate programs, and other academic matters. Specifically, a student accepts the following advising responsibilities:

1. Read catalog, the current course listings publication, and The Guide to Student Life before meeting with advisor.
2. Initiate meeting with advisor during posted office hours at pre-registration/ registration time to discuss requirements, classes and plan of study.
3. Contact advisor for signatures on registration forms, declaration of major and minor forms, any academic petition form, and add/drop slips in a timely fashion.

4. Know the office hours of the advisor and adhere to them. If another time is necessary, contact advisor for a mutually agreeable appointment time.
5. Initiate and assume responsibility for any contact with the advisor for information about requirements, classes, graduate schools, etc.
6. Initiate contact with professor and/or adviser upon receipt of a low grade notice.

Career Planning and Resources: Career Planning and Resources staff offer assistance to Scripps women in planning and seeking their choices of graduate schools and professional opportunities. A special library provides extensive information on life planning and career opportunities. A calendar is maintained of fellowship and scholarship application deadlines for Scripps students who seeks such assistance in their plans for graduate study. In addition, an extensive file on summer (non-credit) internships is provided and students are encouraged to take advantage of these opportunities. Careers are discussed in groups with special guests representing a variety of life styles and professions as well as in private meetings between the student and the career counselor. Students play an active role in planning programs and discussions relating to career opportunities.

Resident Advisers: Each year, juniors or seniors are selected on the basis of their leadership to work as resident advisers to each hall. The residential life staff also includes four professional staff members who live in the residence halls and provide for the overall management of the residence halls.

Peer Mentors: The Peer Mentor Program is a year-long program designed to help new students in their adjustment to college. Every new student at Scripps College is assigned a peer mentor who is trained to be a resource for first-year and transfer students. These volunteers are chosen each year through an application process.

The Counseling Center: The Claremont Colleges maintain both a Counseling Center and Health Center. The Counseling Center offers counseling on personal and emotional problems. Consultation and instruction in reading and in study techniques are also offered. Students are encouraged to use the center whenever such services seem appropriate or necessary. It is to be understood that the relationship they establish with the Center is confidential as standard ethical practice.

Chaplaincy: Individual counseling and small group discussions are regularly offered by the office of the Chaplain which is staffed by a priest, rabbi and Protestant chaplain. The Chaplains of the Colleges also are active with the student activities and student organizations. They work closely with Resident Advisers and with the Dean of Students in their counseling capacities.

Black Studies and Chicano Studies: In addition to the academic/curricular components for Black Studies and Chicano Studies, the Colleges jointly support the Office of Black

Student Affairs (OBSA) and Chicano/Latino Student Affairs Office (CLSA) which provide personal and academic counseling, support groups, career planning assistance, etc. The Dean of Students staff works closely with staff of these two services to provide support and assistance for Black and Chicana students and to promote programs of racial diversity for all students.

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4.7 ADVISING CODIFICATION

ADVISERS' DUTIES AND SKILLS:

I. A. A working knowledge of:

1. Rules and regulations in the catalog regarding:
 - registration
 - theses
 - general regulations for graduation
 - major and minor
 - dual/double major
2. Other academic programs on campus
3. Graduate programs and career advising in one's field
4. Grants, scholarships, internships, etc. in one's field

B. A knowledge of and the ability to refer to:

1. Other programs and majors offered in Claremont
2. Off campus (including Study Abroad) programs available at Scripps and elsewhere
3. Scripps colleagues' areas of expertise
4. Various resources available to students; i.e. the Dean of Student's Office, Asian American Student Union (AASU), Campus Safety, Chaplains (McAlister Center), Chicano/Latino Student Affairs Center (CLSA), Health Education Outreach (HEO), International Place (I-Place), Monsour Counseling Center, Office of Black Student Affairs (OBSA), Queer Resource Center (QRC), Scripps Communities of Resources and Empowerment (SCORE), Student Activities/Residential Life Office (SARLO), Student Disability Resource Center (SDRC), Student Health Services (SHS), etc.

II. Counseling

1. Help advisee explore her own interests and goals
2. Help her evaluate own strengths and weaknesses
3. Assist advisee in developing her course of study
4. Be alert to nonacademic problems that interfere with learning, and if needed, know where to refer advisee:
 - Dean of Students office
 - peer mentor
 - resident adviser
 - Monsour Counseling Center
 - chaplains

III. Technical Tasks and Availability

1. Post and keep office hours
2. Allow for appointments outside office hours when necessary

3. Be available at posted times on campus on key days/times; i.e., orientation, pre-registration, registration (including the Monday, Tuesday, and Wednesday prior to the first day of fall classes) and add/drop deadlines
4. Be available at posted times to meet each advisee at pre-registration/registration time to discuss requirements, classes, and plan of study
5. Sign all registration forms, declaration of major or minor forms, academic petition forms and add/drop forms, unless the student has waived her rights to advising
6. Facilitate a change of adviser, if needed, after the advisee's major has been declared

Advisers are NOT responsible for:

1. Career advising outside one's field,
2. Setting up appointments, or
3. "Clinical" counseling. (Advisors should not do clinical counseling. They may refer students to the Dean of Students Office.)

ADVISEE RESPONSIBILITIES:

1. Read catalog, the current course listings publication, and The Guide to Student Life before meeting with adviser.
2. Initiate meeting with her adviser during posted office hours at pre-registration/ registration time to discuss requirements, classes and plan of study.
3. Contact her adviser for signatures on registration forms, declaration of major and minor forms, any academic petition form, and add/drop slips in a timely fashion.
4. Know the office hours of her adviser and adhere to them. If another time is necessary, contact adviser for a mutually agreeable appointment time.
5. Initiate and assume responsibility for any contact with the adviser for information about requirements, classes, graduate schools, etc.
6. Initiate contact with professor and/or adviser upon receipt of a low grade notice.

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4.8 REQUIREMENTS FOR BACHELOR OF ARTS DEGREEGENERAL REQUIREMENTS

The Bachelor of Arts degree at Scripps is earned by satisfactory completion of a minimum of 32 courses to include the following (refer to the Scripps Catalog also):

The Core Curriculum in Interdisciplinary Humanities	3 courses <ul style="list-style-type: none"> • Core I to be taken fall semester of the first year • Core II to be taken spring semester of the first year • Core III to be taken fall semester of the second year
Writing and Textual Analysis	1 course Writing 50, critical analysis, to be taken fall semester of the first year (minimum passing grade is C (not including C-))
Breadth of Study Fine Arts	1 course from among the following: <ul style="list-style-type: none"> • Any Art course; • Dance (full course only which includes dance history and theory); • Music 003, 081, or any other music theory or music history course; • Theatre 001A, 001C, 001E, 001F, 002, 023, 024, 115D, 115J, 115M, 115N, 115O, 141; or • An equivalent course.
Letters	1 course from among the following: <ul style="list-style-type: none"> • Any art history course; • Any literature course completed in English or a foreign language, but not writing; • Any philosophy course except logic; • Any classics course except Greek, Hebrew or Latin language through the intermediate level; • Any religious studies course; • An equivalent course.
Natural Sciences	1 course from among the following: <ul style="list-style-type: none"> • Any Keck Science course numbered 50-89 for nonscience majors; or • Engineering 79L at Harvey Mudd College for nonscience majors; or • Any introductory science course for majors in biology,

Natural Sciences (cont'd)	<p>chemistry, neuroscience, or physics; or</p> <ul style="list-style-type: none"> • An equivalent course with a lab.
Social Sciences	<p>1 course from among the following:</p> <ul style="list-style-type: none"> • Anthropology below 100; • Economics 051 or 052; • History (any full course); • Politics 100, 110, 120, 130, or 140; • Psychology 052; or • An equivalent course.
Race and Ethnic Studies	<p>1 course (A list of approved courses is provided each semester on the Registrar's web page and in the course schedule.)</p>
Gender and Women's Studies Requirement	<p>1 course</p> <ul style="list-style-type: none"> • Students must complete one course in gender and women's studies. The requirement may be met by passing any course in the Scripps Feminist, Gender, and Sexuality Studies program or any other course approved by Intercollegiate Feminist Center. Courses that fulfill this requirement will be identified in the course schedule.
Foreign language	<p>3 courses</p> <ul style="list-style-type: none"> • 3 semesters of one language (through intermediate level; Chinese, Japanese and Latin intermediate level is fourth semester); or • Equivalent courses or competency <p>Students are strongly encouraged to fulfill their language requirement in an uninterrupted sequence. In all cases, however, the language requirement must be completed</p>
Mathematics	<p>1 course from among the following:</p> <ul style="list-style-type: none"> • Math 23 (precalculus); • Biology 175, Economics 120, or Psychology 103 (statistics); • Logic (in philosophy); or • An equivalent course
<p>All general education requirements must be completed by the end of the first semester of the senior year.</p>	

Major	9 or more courses (minimum of 8 courses plus Senior Thesis) as defined in the catalog
Additional elective courses	To bring total to 32 minimum

Double Counting Courses:

1. The Core may not double count to meet any other General Requirement.
2. No course may fulfill more than two requirements. Examples: Social Science plus Race and Ethnic Studies; Social Science plus major. A course may meet only one of the four Breadth of Study requirements (i.e., Fine Arts, Letters, Natural Sciences, or Social Sciences).
3. Courses used to meet the Mathematics requirement may be double counted toward the major or the minor.
4. Up to two courses may double count towards each of two majors (but not also a General Requirement). Students may exceed this double counting limit if the total number of unduplicated courses on the approved Senior Major Form for each major (excluding senior seminar and thesis) is at least six courses.
5. Up to one course may double count toward each of two minors (but not also a General Requirement). Students may exceed this double counting limit if the total number of unduplicated courses on the approved declaration form for each minor is at least five courses.
6. Up to one course (including prerequisite courses) may double count between a major and a minor (but not also a General Requirement). Students may exceed the above double counting limits if the total number of unduplicated courses on the approved Senior Major Form is at least six courses and the total number of unduplicated courses on the approved minor declaration form is at least five courses.

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FACULTY HANDBOOK

5 STUDENT INFORMATION

- 5.1 The System of Responsibility and the Code of Conduct
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A current copy of the Guide to Student Life may be found at:

<http://www.inside.scrippscollege.edu/studentaffairs/wp-content/uploads/sites/17/2013-guide-to-student-life.pdf>

SCRIPPS COLLEGE

5.1 THE SYSTEM OF RESPONSIBILITY AND THE CODE OF CONDUCT

THE SYSTEM OF RESPONSIBILITY

We have principles of conduct at Scripps called the System of Responsibility. It assumes that each student will be a responsible member of the community in academic and social matters. Since we live together as a college we should respect the rights of others. Therefore, each student should understand the principles of conduct, called the Code of Conduct, and is expected to uphold them.

Since the System of Responsibility is based on the implicit trust that each individual will uphold these principles, we believe that deceit is detrimental to the strength of the community. If a student is negligent in fulfilling her obligations to the community, the Judiciary Board has been empowered by the community to consider the problem and find the best possible means of solving it.

THE CODE OF CONDUCT

Please refer to the Guide to Student Life, online at:

<http://www.inside.scrippscollege.edu/studentaffairs/wp-content/uploads/sites/17/2013-guide-to-student-life.pdf> for the entire Code of Conduct.

ACADEMIC REGULATIONS

Please refer to the Guide to Student Life for additional regulations.

Class Attendance: Regulations regarding class attendance are the faculty's responsibility. Neither instructors nor administrators should be asked to give permission to miss a class. A student who misses a class should advise the instructor of her reasons.

Vacation periods are arranged so as to provide ample time for distant travel. All students are expected to attend class immediately before and after vacation periods. In case of emergency absences, notify the R.A. Your R.A. will notify the Dean of Students, who will inform the appropriate faculty members.

Examinations: Scripps students have the special privilege of taking examinations without faculty members or proctors present. All examinations should be written in the classrooms or at a place designated by the instructor.

Academic Dishonesty: Refer to "Procedures of Pursuing Questions of Academic Dishonesty," Section 4.4 of the Faculty Handbook.

Academic Probation/Dismissal: The Committee on Academic Review will monitor the academic progress of all Scripps students. At the end of each semester, the committee will discuss any student whose semester or cumulative grade point average falls below 6.0(C) or who, in the judgment of the Committee, jeopardizes her progress toward the degree. For additional information, refer to the Catalog.

Student Records: Students who are applying to graduate schools, to scholarship foundations, or for employment outside the College are requested to notify the Registrar, or the appropriate personnel at the College, in writing, if they wish to have confidential

material released, i.e., transcripts, grade point average, character ratings. Student records are accessible only to the proper administration and faculty unless this request is made by the student.

Procedure for Handling Violations: Please refer to the Guide to Student Life for procedures (see section on Academic Policies and Hearing Procedures listed in the Index).

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5.2 STUDENT RESPONSIBILITIES ON OTHER CLAREMONT CAMPUSES

Scripps students are responsible for their off-campus behavior as indicated in the following statement regarding intercollegiate disciplinary authority submitted by the Council of Presidents:

When students are on the campus of another Claremont College they are expected to respect the regulations of that College as well as those of their own College. If a student of another College violates the regulations of the host College, judicial action may be brought against the student at his/her home College. The names of any student concerned, along with all pertinent information, will be sent to the Dean of Students of the College involved. A representative from the host College will be invited to attend the judicial proceedings as a non-voting participant/observer.

As a temporary protective measure, the administration of the host College may, at its own discretion, prohibit a student from coming onto its campus until judiciary action at the student's home College is complete. Such a prohibition shall be communicated to the student through the home College at the request of the host College.

Each student will be accountable for knowing what the regulations pertaining to her may be as far as her participation in the life of the other Claremont Colleges.

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5.3 EMERGENCY PROCEDURES

The College operates an Emergency Operations Center (EOC) in case of serious emergency. Designated students, faculty and staff have particular assignments for immediate assistance and coordination of response.

Fire:

When fire or smoke is detected in a building, sound the alarm, evacuate the building and call the Department of Campus Safety (ext. 72000) to report the emergency.

State and local fire laws require the following:

1. One approved fire drill per semester coordinated by the Readiness Emergency Committee and the residential life staff. Students who fail to evacuate the residence halls during a fire drill may be subject to a fine of \$150.
2. Corridors and exiting doors must be free of obstructions at all times.
3. Lighted candles or open flames in the residence hall are not permitted. Excessive amounts of combustibles (such as paper products and textiles attached to walls and ceilings or hung as room dividers) are considered fire hazards and are not permitted. Excessive amounts of combustible wall or ceiling decorations and the overloading of electrical outlets are prohibited.
4. Corridor decorations and signs must be made from non-flammable materials or treated with an approved flame-retardant solution.
5. Holiday trees and tree branches must be treated with an approved flame-retardant solution.
6. Students who smoke or have guests who smoke must always provide ashtrays for their rooms. Wastebaskets may not be used as ashtrays.
7. Flammable liquids may not be used or stored in any residence hall.
8. Cooking in student rooms is not permitted.
9. If a residence hall fails to evacuate all of its residents, (i.e., a resident sleeps through the fire drill or does not hear the alarm), the residence hall will continue to have fire drills until the residents work together (i.e., door-knocking) to successfully evacuate the building.

Health: Student Health Services will be open for care at extension 72252, or 78222 during normal business hours. For medical emergencies, the Campus Safety Office should be called (x72000). They will, in turn, be in contact with one of the physicians affiliated with Student Health Services and/or paramedics. Students requiring nursing care, emergency care or hospitalization will be referred to a local hospital.

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5.4 STUDENT SERVICES

Please refer to the Guide to Student life for current information on the following student services:

Asian American Student Union (AASU)

Campus Safety

Chaplains (McAlister Center)

Chicano/Latino Student Affairs Center (CLSA)

Health Education Outreach (HEO)

International Place (I-Place)

Malott Commons

Monsour Counseling Center

Office of Black Student Affairs (OBSA)

Queer Resource Center (QRC)

Scripps Communities of Resources and Empowerment (SCORE)

Student Activities/Residential Life Office (SARLO)

Student Disability Resource Center (SDRC)

Student Health Services (SHS)

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5.5 STUDENT EMPLOYMENT

Work awards enable students to earn part of their financial aid award through part-time employment. The Federal Work-Study (FWS) Program is funded by the federal government, whose funds are matched in-part by Scripps College. This program offers students a double incentive: money for college-related expenses plus job experience. Eligibility for Federal Work Study is determined by the College's Office of Financial Aid. Faculty who are interested in hiring students eligible for work-study should contact the Office of Financial Aid. Work-Study wages begin at the California prescribed minimum wage. As of July 1, 2014, the California minimum wage is \$9.00 per hour, and it is scheduled to increase to \$10.00 per hour effective January 2016.

Faculty who wish to hire non-work study eligible students should contact the Career Planning and Resources Office.

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5.6 CONFIDENTIALITY OF STUDENT RECORDS

The Family Educational Rights and Privacy Act (FERPA) both allows students to have access to their permanent educational records and restricts access for other people. A statement of the provision of the Act written for students is outlined in the Guide to Student Life.

For faculty members, the main implication is that students will have access to letters of recommendation, filed either here or at other institutions, unless the student signs a waiver. The waiver may be specific to a letter, in which case the student will probably sign at the top of the form of recommendation, or she may sign a general waiver to be filed with her records here or elsewhere. If you wish to maintain the confidentiality of any letter ask the student involved what if any waiver she has signed.

Faculty members do have access to student files at Scripps when they have a “legitimate educational interest”, e.g., as a student’s adviser. The information must be held in strict confidence.

In addition, faculty members must keep the confidential nature of student files in mind on those occasions when they might be discussing a student or alumnae with parents, prospective employers, and other off-campus individuals.

If any portion of the Act is unclear to you, please ask for clarification from the Registrar.

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5.7 THE USE OF CONFIDENTIAL FILES IN THE DEAN OF STUDENTS' OFFICE

Consonant with an explicit understanding of the Joint Statement on Rights and Responsibilities of Students and the Revised Educational Rights and Privacy Act of 1974, Scripps College adheres to the principle that institutions should have a carefully considered policy as to information which should be part of the student's permanent educational record and as to the condition of its disclosure.

The student's permanent education record is kept in the custody of the Registrar at Scripps. Access to the information in these files is governed by the Family Education Rights and Privacy Act.

Records maintained in the Dean of Students Office are the working records of the Dean of Students and/or her staff. These records may be interpreted to a student upon her request and/or at the discretion of the personnel involved. Information gained in confidence or in an advising capacity shall be kept in confidence and shall be released only with the express consent of the student. In cases where the welfare of the student may be at risk, such information may be interpreted by the Dean of Students to faculty or professional people (e.g., Counseling Center or Health Center) for whom disclosure of such information might be in the student's best interest.

All personal records in the Dean of Students Office are destroyed within three years after the student withdraws from the College. No records are kept which reflect the political activities or beliefs of students.

It should be clearly stated that disciplinary records are kept separate from personal counseling records of the Dean of Students. Information from disciplinary files will be available to authorized persons only (e.g., Dean of Students professional staff and Judiciary Board from which the action originated). Such information will not be disclosed to any other person on or off campus without the express consent of the student involved except under legal compulsion or in cases where the safety of the person or the property is involved.

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5.8 DEMONSTRATION POLICY

The undergraduate Claremont Colleges, Pomona College, Scripps College, Claremont McKenna College, Harvey Mudd College, Pitzer College together with Claremont Graduate University, Keck Graduate Institute and Claremont University Consortium (CUC) are all member institutions of the “Claremont Colleges.” Each of these member institutions respects the rights of free speech and peaceable assembly and supports their exercise. However, when the exercise of speech and assembly becomes disruptive or non-peaceable, and infringes upon the rights of others, threatens property or public safety, or impedes the business of the member Colleges or CUC, the individual Colleges and CUC will act according to this policy.

Every institution in the consortium has instituted procedures for presenting and peaceably resolving disagreements about policies. Officials at the individual Claremont Colleges and CUC are willing to examine, discuss, and explain institutional policies to any member of the Claremont Colleges community. However, participation in a demonstration that is materially disruptive and non-peaceful or involves the substantial disorder or invasion of the rights of others on the property of any of the Claremont Colleges or of Claremont University Consortium or their affiliated institutions is prohibited.

Determinations of when a demonstration or action is non-peaceful or disruptive may be difficult, but the Claremont Colleges individually and collectively subscribe to the general guidelines listed below.

Non-peaceful actions or demonstrations are those that endanger or injure, or threaten to endanger or injure, any person, or that damage or threaten to damage property.

Disruptive actions or demonstrations are those that restrict free movement on any of the campuses, or interfere with, or impede access to, regular activities or facilities of any of the Colleges or CUC.

If an officer or designee of an affected College or CUC informs individuals in a given area that their collective actions are judged non-peaceful or disruptive and that they should disperse, individuals remaining may be charged, on their home campus, with a violation of this policy.

Any individual acting in a non-peaceful or disruptive manner, whether he or she is acting individually or within a group, may be charged on the basis of the individual’s or group’s behavior with a violation of this policy. Ignorance of this policy or lack of intent to violate this policy is not an acceptable justification for violating it. Lack of intent or lack of awareness of the existence of College or Consortium policy will not excuse violations. Charges will be brought at the home college of the accused.

Any President on his or her home campus, or designee, or the Chief Executive Office of CUC, or designee, on the property of CUC, is authorized to take action against any individual violating this policy. Actions may include arrest, or other legal action, or notice of disciplinary charges and will be handled through the home College's disciplinary procedures. The Presidents and the Chief Executive Officer of CUC may delegate their authority to act.

Approved by the Council of the Claremont Colleges, November 7, 2001. This policy is not to be amended or changed without approval of the Council.

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5.9 POLICY ON COMMUNICATING WITH STUDENTS AND FAMILIES

Scripps College views its students as adults who are learning to make their own decisions and to take responsibility for their educational progress. In support of this philosophy, the College communicates directly with students on all matters affecting their college experience. Students are encouraged to regularly communicate such matters to their families. At the student's request, the College will communicate directly with the family. In recognition of the concern for a student's well-being and the soundness of her educational experience, it is college policy to communicate programs and activities held throughout the academic year to families. In the case of a medical emergency, the College reserves the right to contact the person(s) listed on the Emergency Contact Information Form after first attempting to consult with the student.

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5.10 ACCOMODATING STUDENTS WITH DISABILITIES

The Dean of Students' Office works with faculty members to provide reasonable accommodation to students with documented disabilities. Faculty are encouraged to contact the Dean of Students' Office with questions (x18277).