



Siena College
Faculty Handbook
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Siena College
Approved Faculty Handbook

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THE MISSION STATEMENT OF SIENA COLLEGE 1

(This section is informational only and shall be updated when the Mission Statement of Siena College is revised by the Board of Trustees.) 1

Siena College is a learning community advancing the ideals of a liberal arts education, rooted in its identity as a Franciscan and Catholic institution. 1

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PREFACE

This Handbook has been prepared by the Faculty, the President, and Trustees of Siena College through a process of joint consultation. It serves two major purposes: first, as a source document of information regarding College governance and organization; second, as a policy statement intended to identify the terms and conditions of faculty appointments.

Consistent with the Mission Statement of Siena College, it is intended that this Faculty Handbook express the rights and responsibilities of both Siena College and its Faculty. This Handbook is part of the contract of each faculty member, and its provisions shall be binding unless the individual contract should include items in conflict with the Handbook, in which case the individual contract shall take precedence. In any individual contract, each provision deviating from the Handbook shall be expressly acknowledged as such. It will be explicitly stated in contracts that, if prospective faculty wish, they may ask the General Faculty Committee through the Faculty Support Office to review their contract to assure that deviations from the Handbook are properly noted.

THE MISSION STATEMENT OF SIENA COLLEGE

(This section is informational only and shall be updated when the Mission Statement of Siena College is revised by the Board of Trustees.)

Siena College is a learning community advancing the ideals of a liberal arts education, rooted in its identity as a Franciscan and Catholic institution.

As a learning community, Siena is committed to a student-centered education emphasizing dynamic faculty-student interaction. Through a blending of liberal arts and professional education, Siena College provides experiences and courses of study instilling the values and knowledge to lead a compassionate, reflective, and productive life of service and leadership.

As a liberal arts college, Siena fosters the rigorous intellectual development of its students through a healthy exchange of ideas both inside and outside the classroom. It provides opportunities to develop critical and creative thinking; to make reasoned and informed judgments; to appreciate cultural diversity; to deepen aesthetic sensibility and to enhance written and oral communication skills. It develops in each individual an appreciation for the richness of exploring knowledge from a variety of perspectives and disciplines.

As a Franciscan community, Siena strives to embody the vision and values of St. Francis of Assisi: faith in a personal and provident God, reverence for all creation, affirmation of the unique worth of each person, delight in diversity, appreciation for beauty, service to the poor and marginalized, a community where members work together in friendship and respect, and commitment to building a world that is more just, peaceable, and humane.

As a Catholic college, Siena seeks to advance not only the intellectual growth of its students, but their spiritual, religious and ethical formation as well. To this end, Siena is composed of and in dialogue with people from different religious and cultural traditions; fosters a critical appreciation of the Catholic intellectual heritage in conversation with contemporary experience; provides ample opportunities for worship and service; explores

the moral dimensions of decision-making in business and the professions; and affirms the dignity of the individual while pursuing the common good.

REVISION PROCESS

The terms and provisions of this Handbook will be reviewed annually and may be amended in whole or in part upon agreement by the Faculty and the President of the College with the approval of the Board of Trustees. Any party wishing to propose changes to this Handbook should direct such proposals to the General Faculty Committee, which will arrange for discussion with the President or designees.

Portions of the Faculty Handbook that quote other documents may be updated to reflect modifications of the original document (*i.e.*, By Laws of Siena College, College Mission Statement, and AAUP Statement on Government of Colleges and Universities.)

I. ORGANIZATION OF THE COLLEGE

This Handbook recognizes the following parties as primary participants in the governance and organization of the College and the administration of this Handbook: The Board of Trustees, The President of the College, and the Faculty. The relationship among the Board, the President, and Faculty is assumed to be collaborative.

A. BOARD OF TRUSTEES

The Board of Trustees is the ultimate authority on matters affecting the welfare, management, and direction of the College. The Board's authority and responsibility are based upon the College Charter and Board By-Laws and are essentially and primarily focused on assuring that the stated mission of the College will be pursued. Furthermore, the Board's authority and responsibility are focused on the need to assure financial stability and the avoidance of financial exigency as well as to assure that the College maintains its commitments to legal compliance, and prudence in carrying out its mission.

As for relationships and relative authority between and among the Board, the President of the College, and the Faculty that are specified in the provisions contained in this Faculty Handbook, all such provisions and their amendments shall be determined by agreement of the Faculty, the President and the Board.

Excerpts from the By Laws of Siena College

(This excerpt is included for informational purposes only and shall be updated when changes in Siena College By Laws are adopted by the Board of Trustees.)

Siena College chartered by the Board of Regents of the University of the State of New York, is a private, independent College founded by the Order of the Friars Minor of the Province of the Most Holy Name for the purpose of providing an institution of higher learning in the Roman Catholic Franciscan tradition. (By Laws of Siena College, 2014, Preamble)

Board of Trustees Powers, Authority and Responsibilities (By Laws of Siena College, 2014, Article III.)

Section 1. Subject to the laws of the State of New York and the Charter of this Corporation and in accordance with the Bylaws of the Board, the Board shall exercise ultimate authority over and ultimate responsibility for all acts of this Corporation. In accordance with the laws of the State of New York and its charter provisions, these Bylaws and other Board of Trustees determinations, ordinances, rules and regulations and policy statements shall take precedence over all other institutional statements, manuals, policies, documents, rules and regulations of the College.

Section 2. The Board shall have all necessary and convenient powers to direct and manage the business and affairs of the College. These powers shall include, but shall not be limited to, the following:

- a) elect the President of the College by a majority vote of the entire Board; remove him/her from office by a two-thirds vote of the entire Board;

- b) appoint and remove, in consultation with or on the recommendation of, the President of the College the major officers of the College as later defined in these Bylaws;
- c) approve and adopt all major changes in the educational policies and programs of the College;
- d) approve the granting of all degrees in courses and of all honorary degrees;
- e) enact and amend the statutes of the College, particularly concerning the appointment, promotion, tenure, and duties of the officers, the administrative officials and the faculty of the College;
- f) enact and amend rules and regulations for the orderly government of the College and student life, including procedures for the enforcement of the same;
- g) authorize the establishment and approve the constitution of any official senate, council, committee, board, or other organization of administrative officials or members of the faculty or student body of the College;
- h) authorize establishment of any new branch of the College;
- i) review and take appropriate action respecting the budget of the College, which shall be submitted to the Board with the recommendations of the President of the College;
- j) authorize any changes in the salary scale of the officers, the administrative officials, the faculty, and the staff of the College;
- k) authorize any changes in tuition and fees within the College;
- l) authorize the construction of new buildings and major renovation to existing buildings of the College;
- m) authorize by a two-thirds vote of the entire Board, the sale and purchase or lease of land or buildings or major equipment;
- n) authorize and promote major fund-raising activities;
- o) authorize entrance on the part of the College into any contract with employees or their bargaining agents respecting wages, hours, and other conditions affecting employment;
- p) authorize the President of the College to accept gifts, except restricted gifts which involve major obligations and must be ratified by a majority vote of the entire Board;
- q) authorize by a two-thirds vote of the entire Board, the incurring of debts by the College, the securing thereof secured by a mortgage and

- pledge of real and personal property, tangible and intangible, presently owned or to be acquired by the College;
- r) constitute such standing or ad hoc committees as the Board may from time to time deem necessary or convenient for the efficient exercise of its powers and function.
 - s) determine and periodically review the College's mission and purposes;
 - t) periodically evaluate the president and assess his or her performance;
 - u) contribute financially to the College's fund-raising goals, participate actively in strategies to secure sources of support, and authorize College officers to accept gifts or bequests subject to the Board of Trustees policy guidelines;
 - v) serve actively as advocates for the College in appropriate matters of public policy in consultation with the president and other responsible parties as the Board of Trustees shall determine;
 - w) periodically undertake or authorize assessments of the performance Board of Trustees;

B. THE COLLEGE PRESIDENT

The President of the College is delegated authority by the Board of Trustees to manage the College in a manner faithful to its mission and, especially, in a manner which assures operational effectiveness from year to year as a means toward achieving the longer term plan for the College. The Administration of the College includes the President, all Vice Presidents, Deans, Directors and Department Heads (also called Department Chairs), some or all of whom may also hold faculty appointments and/or positions on or in relation to the Board of Trustees.

C. THE FACULTY

The Board and the President recognize the Faculty's role, authority, and responsibility in the shared governance of the institution on matters affecting the welfare of the College, especially the assurance of academic excellence. The Faculty is the primary authority on matters of instruction, program development, faculty development, and curricular development. The Board shall not substitute its judgment on such matters for the reasonable judgment of the Faculty.

The College recognizes the responsibilities of the faculty in accordance with the *AAUP Statement on Government of Colleges and Universities* (retrieved from <http://www.aaup.org/report/statement-government-colleges-and-universities>)

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process...

The faculty sets the requirements for the degrees offered in course, determines when the requirements have been met, and authorizes the president and board to grant the degrees thus achieved....

Faculty status and related matters are primarily a faculty responsibility; this area includes appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal. The primary responsibility of the faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibility exists for both adverse and favorable judgments. Likewise, there is the more general competence of experienced faculty personnel committees having a broader charge. Determinations in these matters should first be by faculty action through established procedures, reviewed by the chief academic officers with the concurrence of the board...

The faculty should actively participate in the determination of policies and procedures governing salary increases.

D. GOVERNANCE COMMITTEES

Faculty participation in standing and ad hoc committees is vital for effective shared governance. Siena College committees can be categorized as Standing Faculty Governance Committees and Subcommittees, Standing College Committees with faculty representation, and ad hoc committees that may be formed by the General Faculty Committee or by officers and other administrators of the College.

Standing Faculty Governance Committees are:

General Faculty Committee

Committee on Faculty Status

Board of Instruction

Faculty Grievance Committee

A list of other current standing and ad hoc committees may be obtained from the Faculty Support Office. Establishment, revision, or abolishment of such committees will be done in consultation with the faculty.

Membership Limitation

No faculty member shall serve on more than one of the following committees at the same time: the General Faculty Committee, the Committee on Faculty Status, and the Faculty Grievance Committee.

Faculty Representation on College Committees

On all college committees with faculty representation, the percentage of faculty representation shall remain consistent. If there is a change in the number of non-faculty representatives on a given committee, the faculty representation shall be changed as well to maintain the same percentage of faculty representation on that committee.

1. GENERAL FACULTY COMMITTEE

a. MEMBERSHIP

The General Faculty Committee is composed of seven members: the Chairperson, who shall be tenured, one member each from the Liberal Arts, Science, Business and Library faculty as well as two at-large seats limited to Liberal Arts, Science, and Business faculty. The members are elected by the faculty at large. Elections are held during the Spring semester. Terms begin the following September 1. The terms of office are for two years. Representatives from each school and the Library may be re-elected. The Chairperson may not be re-elected to a successive term in the same capacity. The terms for committee members are staggered to provide continuity on the Committee. The Chairperson shall receive a one-course reduction of his or her teaching load plus a 3-credit stipend per semester and 3-credit stipend during the summer session.

b. ELECTION PROCEDURE

Faculty members listed in Section II.A.1a-c may be elected to the General Faculty Committee. The Chairperson must be tenured.

c. FUNCTIONS

The General Faculty Committee shall serve the faculty as advocate in matters of general welfare and interest as described by the AAUP Statement on Government of Colleges and Universities cited above, including salaries, as well as in matters of concern to individual faculty members. The Committee may be charged with specific responsibilities by the faculty and may receive suggestions from the President, the Vice President for Academic Affairs, or any individual member in accordance with rules of procedure adopted by the Committee.¹

In cases of grievance allegations, the Chairperson of the General Faculty Committee should determine whether an informal solution is possible. Any attempt at an informal resolution of the alleged grievance should not delay or preclude the grievant's seeking remedy through the formal grievance procedures.

d. MEETINGS

The Chairperson may call meetings of the faculty at his or her option during the school year. The Committee is also authorized to request the President or the Vice President for Academic Affairs to call a faculty meeting. The date of each meeting and the agenda thereof must be announced to all members of the Faculty one week prior to the meeting, except in extraordinary circumstances. All members of the Faculty may attend faculty meetings.

e. COMMITTEES

The General Faculty Committee may establish, with the prior approval of the faculty, standing or ad hoc committees to deal with matters of faculty concern.

f. REPRESENTATION TO THE BOARD OF TRUSTEES

The Chairperson of the Faculty Committee, or his or her appointee from the Committee, shall be invited to all meetings of the Board of Trustees for the purpose of providing information. The Chairperson shall report to the Board on matters concerning the Committee. He or she shall attend non-executive sessions only. A Faculty Committee member shall serve on the following Trustee Committees: Finance, Investment, Development and External Affairs, Academic Affairs, Student Life, Strategic Planning, and Facilities.

g. RULES OF PROCEDURE

The rules of procedure for the General Faculty Committee are the following:

- i. The Committee shall hold at least one publicly announced meeting a month during the academic year.
- ii. Any member may request a postponement of a scheduled monthly meeting by written request to the Chairperson one week prior to the meeting.
- iii. A meeting other than monthly meetings may be called by the Chairperson or may be requested by any member.
- iv. The Chairperson shall submit an agenda for each meeting to each member at least one day prior to the meeting.
- v. All decisions shall be determined by a majority vote. Five elected members constitute a quorum.
- vi. Minutes of each meeting shall be posted after their approval by the Committee, within one week of the meeting.
- vii. All requests to the Committee must be submitted in writing.

- (1) Any communication initiated by a faculty member must be submitted through his or her School Representative or the Chairperson.
 - (2) Any communication or request from the President or Vice President for Academic Affairs must be directed to the Chairperson of the Committee.
- viii. Any communication or request received by individual committee members or the Chairperson must be submitted to the General Faculty Committee.

h. ADMINISTRATION OF COMMITTEE ELECTIONS

The General Faculty Committee shall have sole responsibility for the administration of electoral processes for the faculty membership on any committee that has elected faculty representation. A complete list of these committees is maintained in the Faculty Support Office. (See Section I.D for a description of the Standing Committees of the Faculty.)

i. ANNUAL REPORT

During each Spring semester, elected members of committees shall be requested by the General Faculty Committee to present an annual report of their committee's activities.

j. VOTING ELIGIBILITY AND ELECTION PROCEDURES

i. Voting Eligibility

Categories of faculty are defined in Section II-1 of the Handbook (version 9-14-2011). All Academic Faculty members are eligible to vote.

ii. Election Procedures

- (1) Elections shall be held no earlier than February 1st and no later than April 30th. Terms of office shall begin September 1st.
- (2) In elections for a single office, no leading candidate shall be considered elected unless he or she has received at least forty percent of the votes cast. If no candidate receives forty percent of the votes cast, a run-off election shall be held between the candidates receiving the two highest numbers of votes.
- (3) Procedures for holding elections and run-off elections, if necessary, are kept in the Faculty Support Office. These procedures may be amended by the General Faculty Committee and may be reviewed at any time by the Faculty.

(4) If for any reason an elected faculty position becomes vacant, either temporarily or permanently, a special election shall be held for a replacement to fill out the unexpired term.

(5) New faculty members are not eligible to run for elected committee assignments during their first semester at the College.

2. COMMITTEE ON FACULTY STATUS

a. MEMBERSHIP

The Committee on Faculty Status shall be composed of six tenured faculty members (two from each School, these being elected by the Faculty at large), and the three School Deans. The term of office for each of the elected members shall be four years, with the terms staggered. Successive terms are not allowed. The Vice President for Academic Affairs shall serve as chairperson of the Committee. In case of a tie, the Vice President for Academic Affairs shall cast the deciding ballot.

Elected members of the Committee on Faculty Status may not request the consideration of the Committee during their term on the Committee. This applies to all matters over which the Committee has jurisdiction.

Deans who are members of a candidate's department must recuse themselves from all departmental deliberations concerning that candidate.

If a dean requests consideration of the Committee, that dean must recuse himself/ herself from all deliberations involving that consideration.

b. FUNCTIONS

This Committee shall make the final recommendation to the President on matters in its purview. The President then makes a recommendation to the Board of Trustees for its approval, which is final.

The Committee shall consider these personnel actions regarding faculty:

- i. Promotion
- ii. Tenure
- iii. Sabbatical leave
- iv. Emeritus Status

In addition, faculty members may request the Faculty Status Committee review, when the reason for termination or suspension is stated as deficiencies in regard to the criteria of teaching, scholarship, or service:

- v. Termination of employment either before the end of the specified term or during a period of tenure.
- vi. Suspension

c. REQUESTS FOR CONSIDERATION FOR PROMOTION, TENURE, SABBATICAL LEAVE, AND EMERITUS STATUS:

Any faculty member may request the consideration of the Committee on Faculty Status by written notification to his or her Department Head who must forward any such request, along with the departmental recommendation, to the Committee via the appropriate Dean. If the candidate is a Department Head (Chair) the Dean will work with the members of the department to identify an appropriate faculty member to present the department's recommendation to the Committee. The Dean will forward such requests, along with her/his recommendation, to the Vice President for Academic Affairs. In the case of requests from Library Faculty, the Director of the Library shall receive the request and shall forward it to the Vice President for Academic Affairs. In the case of requests from the Library Faculty references to the Dean and/or Department Head shall be taken to refer to the Director of the Library. The faculty member shall make such requests within the framework of a schedule established and published annually by the Vice President for Academic Affairs.

d. PROCEDURES FOR HEARINGS AND DELIBERATIONS FOR PROMOTION, TENURE, SABBATICAL LEAVE, AND EMERITUS STATUS

- i. The Department Head of the faculty member under consideration shall be required to present the departmental recommendation and a statement to the Committee on Faculty Status. In order to develop this recommendation and statement, the Department Head must hold a meeting of all other full-time members of the department according to Tenure and Promotion Guidelines established by the department and approved by the Board of Trustees. S/he may also use other modes of consultation. The Department Head shall participate in initial discussion before the Committee on Faculty Status. S/he shall also be available for further discussion concerning the faculty member. If the Department Head is a member of the Committee on Faculty Status, the department must choose a substitute.

The Dean of the faculty member under consideration shall be required to present her/his recommendation and a statement to the Committee.

- ii. If the faculty member under consideration so desires, he or she may personally present a statement to the Committee. The Committee on Faculty Status shall not consider the failure to appear as prejudicial. Nor shall the Committee ask the involved Department Head why the faculty member chose not to appear. At the faculty member's request, the Committee shall provide for a meeting at which only the faculty member and the Committee members and the Vice President for Academic Affairs are present.

- iii. A set of specific detailed procedures for hearings and deliberations by the Committee will be developed by the Committee and maintained in the Office of the Vice President for Academic Affairs. While the procedures do not require a vote of the Faculty, they are subject at any time to review by the Faculty. These procedures will be provided to faculty upon request and automatically sent to faculty who will be applying for tenure or promotion. Such procedures may not eliminate or modify Section II.E.2 of the Handbook (version 9-14-2011).

e. EVALUATION

Specific criteria shall be used in all evaluations of any faculty member. For tenure and promotion the evaluation shall be made according to the criteria established in Sections III.A and III.C of the Faculty Handbook (9-14-2011 version) and Tenure and Promotion Guidelines established by the Department and approved by the Board of Trustees. The Committee shall safeguard academic freedom when applying these criteria.

f. VOTING

A vote of YES or NO for each matter before the Committee will be cast by each voting member of the Committee. Participation in meetings via electronic means (*e.g.*, teleconference, videoconference) is permitted, with a vote relayed confidentially to the Chair of the Committee.

In the case of conflict of interest, committee members must recuse themselves from that case. The VPAA and the Chair of the General Faculty Committee will determine whether a conflict of interest exists. If the VPAA and Chair cannot agree, the President will determine whether there is a conflict of interest. If it is determined that a conflict of interest exists, the Chair of the General Faculty Committee will replace the member with someone who was previously an elected member of the committee for that case only.

g. REPORTS

The Committee shall forward tenure recommendations by March 15 and promotion recommendations by May 1 of each year to the President. It shall also forward the general tenor of such recommendations to the faculty member under consideration. The recommendation of the Faculty Status Committee to the President remains advisory to the latter's right of approval as specified in Section I.D.h Recommendations given to the President shall be in the form of a written statement of evaluation containing the vote total and all substantial reasons and evidence that the Committee considered in reaching its final recommendation. If any member of the Committee strongly disagrees with the Committee report on the evaluation of the faculty member, the Committee member shall have the right to submit his or her own dissenting recommendation to the President. In cases when an adverse recommendation is made (cases wherein the candidate does not receive a majority of YES votes), the recommendation(s) given to the President, including the vote totals, shall, at the same time, be provided to the candidate.

h. PRESIDENTIAL DECISION

All recommendations of the Committee on Faculty Status are subject to review. The review of the recommendation of the Committee on Faculty Status is limited to those instances when the faculty member under consideration has alleged that the adverse recommendation is attributable to lack of due process, procedural deficiencies, lack of impartial review, or inadequate consideration. The recommendation of the Committee on Faculty Status shall not be subject to review on issues involving the judgment of the Committee or the relevant standards applied. The confidential nature of all deliberations shall be preserved by all parties at all times. Prior to the final decision of the President, the faculty member under consideration has the right to meet with the President and present such material as he or she deems relevant. After the interview the President may make the final decision or refer the matter back to the Committee on Faculty Status for further action. If the matter is referred back to the Committee, the President will provide specific and detailed reasons why.

Within ten (10) business days of his or her notification by the President, the faculty member under consideration may appeal this decision by asking the Chair of the General Faculty Committee to request that the Corresponding Secretary of the Faculty Grievance Committee convene that committee to hear the grievant's petition.

3. FACULTY GRIEVANCE

a. COMMITTEE MEMBERSHIP

The Faculty Grievance Committee shall consist of six tenured members of the Faculty. Two members shall be elected from each School. All shall be nominated and elected by the Faculty at large. The terms of office shall be three years. The terms are such that the members elected each year shall be from different Schools. The senior member of the Committee, in terms of years of service to the College, shall act as Corresponding Secretary. Until the membership of the Committee is established the Committee shall be chaired by the Corresponding Secretary.

Upon receipt of the grievance, the Corresponding Secretary shall convene the Committee and notify the members of the grievance. A member shall be excused from a grievance case if he or she deems himself or herself disqualified by bias or conflict of interest. A member of the same department as the grievant shall automatically be excused. If any members of the Committee are excused, the Corresponding Secretary shall notify the General Faculty Committee to appoint tenured faculty members to serve on the grievance case.

The Corresponding Secretary shall notify the grievant, the respondent and the President of the convening of the Committee and of its membership. It is the responsibility of the Corresponding Secretary to inform all parties of their respective rights and responsibilities in the grievance process. The grievant and the respondent shall each have a maximum of two challenges, including to the corresponding secretary, without stated cause.

Both parties shall have unlimited challenges for cause. The validity of the challenges for cause will be decided by the unchallenged members of the committee or the General Faculty Committee if fewer than three unchallenged members remain. Once established, each grievance committee shall select its own chair.

Members shall continue to serve on a grievance case until its termination, even though their terms of office have expired. The presence of five members of the Committee is necessary for the conduct of all aspects of the hearing.

In the event of two or more grievances by different individual grievants coming before the Committee at the same time, the Faculty Committee is authorized to appoint another Grievance Committee which shall, in all ways, function as the first Committee does - though this second Committee's existence shall be limited to the case for which the Committee was convened.

b. FUNCTION

The function of the Committee shall be to hear claims of grievance presented by all full-time and part-time faculty members or by the General Faculty Committee pertaining to the following:

- i. An adverse recommendation by the Committee on Faculty Status or an adverse decision by the President, as provided in Section I.D.2.h.
- ii. Dismissal of a faculty member on tenure (see II.F.4 of Handbook version 9-14-2011).
- iii. Inadequate notice of dismissal (see II.F.3 of the Handbook version 9-14-2011).
- iv. Claims of grievance forwarded by the General Faculty Committee.

c. REVIEW OF ADVERSE FACULTY STATUS DECISIONS

Part-time and Visiting faculty members who are members of a collective bargaining unit may choose to use either this procedure OR the procedure in the collective bargaining agreement, but not both, to the extent that the aggrieved issue is covered by both the collective bargaining agreement and this Handbook.

i. Procedures

The grievant will prepare a written statement which shall specify the basis for the grievance, which must be one or more of the following: lack of due process or deficiencies in procedures (as defined by the Faculty Handbook), lack of impartial review, or inadequate consideration. The recommendation of the Committee on Faculty Status shall not be subject to review on issues involving either the judgment of the Committee on Faculty Status on whether the candidate meets standards or the relevant standards applied. Upon receipt of the

grievant's written statement the Corresponding Secretary of the Grievance Committee will inform the President that the Grievance Committee has been convened.

For allegations of grievances the Committee will follow standard procedures for grievance cases (these procedures are kept on file in the Faculty Support Office and are subject to approval by the General Faculty).

Upon receipt of the grievant's written statement, the Corresponding Secretary will inform the President that such a request has been made, and the Grievance Committee will hold hearings (no minutes will be kept), will reach one of the findings listed below, and will report its findings to the faculty member, the Chair of the Committee on Faculty Status (VPAA), and the President.

For its hearings the Faculty Grievance Committee will gather the pertinent materials from the Committee on Faculty Status, and interview the principals of the case. It may, if deemed necessary, interview members of the Committee on Faculty Status and obtain the vote count of that Committee on the grievant's case.

ii. Disposal of Request

The Committee may dispose of a request to consider a claim of grievance in the following ways:

- (1) Determine that there is no basis for the claim to grievance. This decision is final and subject to no further review or consideration.
- (2) Determine that a grievance has occurred and suggest appropriate remedies to the President.
 - (a) Lack of adequate consideration. If the Faculty Grievance Committee believes that inadequate consideration was given to a relevant standard, then it shall request reconsideration by the Faculty Status Committee, indicating the reasons why it believes the consideration may have been inadequate and provide a written recommendation for remedies to the President, with copies to the grievant and the Committee on Faculty Status.
 - (b) Lack of due process or deficiencies in procedures (as defined by the Faculty Handbook), or lack of an impartial review.

If a faculty member under consideration alleges that the adverse recommendation of the Committee on Faculty Status or the adverse decision of the President is attributable to lack of due process or deficiencies in procedures (as defined by the Faculty Handbook), or lack

of an impartial review, the Faculty Grievance Committee shall review the allegation, conduct hearings, and provide a written recommendation for remedies to the President, with copies to the grievant and the Committee on Faculty Status.

iii. Role of Board of Trustees

If the Grievance Committee determines that a grievance has occurred and the President does not concur with the recommendations of the Grievance Committee, the grievant may appeal in writing to the Chair of the Board of Trustees. The Board's review shall be based on the report of the Grievance Committee, and it shall provide opportunity for argument, oral or written or both, by the principals at the hearing. The Board may concur with the Grievance Committee's decision, suggest a modified decision or disagree with the decision. In the latter two cases, the Grievance Committee will reconsider its decision, taking into account the evidence and arguments provided by the Board of Trustees. A revised Grievance Committee report will be subject to another review by the Board of Trustees which shall make its final decision only after study of the Grievance Committee's conclusions pursuant to this reconsideration.

d. DISMISSAL HEARING

(Subsequent to procedures outlined in Section II.F.4.D. of the Handbook version 9-14-11)

- i. Upon receipt of a dismissal letter from the President or their designee, a faculty member who is dismissed either before the end of a specified term or while tenured may submit a written request to the Chair of the Faculty Committee for a hearing before the Faculty Grievance Committee. Such a request must be made within two weeks after receiving notification of dismissal. The Faculty Grievance Committee shall be summoned into session by the Corresponding Secretary upon receipt of a request by the Chair of the Faculty Committee.
- ii. The Faculty Grievance Committee shall issue a notice of a hearing in writing at least twenty (20) calendar days prior to the hearing, with specific statement of reasons for the dismissal. The notice of hearing is given to the grievant, the President, and the VPAA. The faculty member may waive a hearing or may respond to the statement of reasons in writing at any time before the hearing. If the faculty member waives a hearing, but disputes the statement of reasons against him or her or asserts that the stated reasons do not support a finding of adequate cause, the President shall have the opportunity to respond in writing to the Grievance Committee. The Committee shall evaluate all available evidence and base its recommendation upon the evidence in the record.

- iii. In general, hearings shall be private, i.e., limited to the Committee, the grievant, the College representative, witnesses, and permitted advisors. If either the President or the faculty requests a public hearing, the Committee shall decide whether the hearing should be public or private. During the proceedings, the faculty member shall be permitted to have an academic advisor and counsel of his or her own choice who may advise the grievant during the process but may not advocate for them to the Committee. At the request of the faculty member or the President or the Committee, a representative of AAUP shall be permitted to attend the proceedings as an observer. A verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the faculty member, without cost, on request. The burden rests with the College to provide clear and convincing evidence that the dismissal was in compliance with the Handbook.
- iv. The Committee shall grant adjournments to enable either party to investigate evidence concerning matters not included in the statement of reasons referenced in item I.D.3.c. above. The faculty member shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the Administration of the College shall, insofar as it is possible for it to do so, attempt to secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. The faculty member and the Administration shall have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the Committee determines that the interests of justice require admission of his or her statement, the Committee will identify the witness, disclose his or her statement and if possible, provide for interrogatories. In the hearing of charges of incompetence, the testimony of qualified faculty members from Siena College or other institutions of higher education shall be admitted. The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence that is of probative value in judging the issues involved. Every possible effort shall be made to obtain the most reliable evidence available. The findings of fact and the decision shall be based on the record of the hearing.
- v. Except for simple announcements as may be required, such as those of the time of the hearing and similar matters, publicity about the case and public statements by either the faculty member or administrative officers shall be avoided so far as possible until completion of the proceedings, including consideration by the Board of Trustees. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

e. **REPORT OF HEARING**

- i. If the Committee concludes that evidence in the record does not support the claim that the dismissal was in compliance with the Handbook, it shall so report to the President. If the President rejects the report, the reasons for rejection shall be stated, in writing, to the Committee and to the faculty member, and the President shall provide an opportunity for response before transmitting the case to the Board of Trustees. If the Committee concludes that adequate cause for a dismissal has been established, but that an academic penalty less than dismissal should be more appropriate, it shall so recommend, with supporting reasons.
- ii. If the President's decision is contrary to the recommendation of the Faculty Grievance Committee, the President shall, on request of the faculty member, transmit to the Board of Trustees the record of the case. The Board's review shall be based on the record of the committee hearing, and it shall provide opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. Either the decision of the Committee shall be sustained, or the result of the proceedings shall be reported back to the Committee, along with specific objections. The Committee shall then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board of Trustees shall make a final decision only after study of the Committee's conclusions pursuant to this reconsideration.

f. **GRIEVANCES FROM THE GENERAL FACULTY COMMITTEE**

In the case of allegations of grievance, other than those in Section I.D.3.b.i-iv., presented to the Committee by the General Faculty Committee, the Committee shall review the allegation as defined in Faculty Governance procedures "Review of Adverse Faculty Decisions," Section I.D.3.c. of this Handbook. It may then conduct a dismissal hearing as defined above in Section I.D.3.d. of this Handbook if deemed necessary. The Committee shall transmit a written report to the General Faculty Committee.

II. CONTRACTUAL SECTION

Contractual Statement

It is intended that this Faculty Handbook express rights and responsibilities of both Siena College and its faculty. This Handbook is part of the contract of each faculty member, and its provisions shall be binding unless the individual contract should include items in conflict with the Handbook, in which case the individual contract shall take precedence. In any contract, each provision deviating from the Handbook shall be expressly acknowledged in the contract. Amendments and changes in the Handbook shall be applicable to all faculty (Academic) after the date of final agreement on such amendments and changes by the Faculty and the President, as approved by the Board of Trustees. Each amendment or change in the Handbook will establish whether the amendment or change shall be retroactive. If the parties to the agreement do not expressly agree, then the amendment or change shall be considered not to be retroactive.

Should there be any misapplication or misinterpretation or violation of the specific provisions of this Handbook, the faculty member involved in such a situation may refer action taken by a Chair, Dean, or other officer of the College to the General Faculty Committee.

A. DEFINITION OF FACULTY STATUS

The Faculty of Siena College consists of:

1. ACADEMIC

- a. All full-time members of the teaching staff of the college (referred to as “Teaching Faculty”);
- b. The President, the Vice President for Academic Affairs, Deans of the academic schools and all members of the Administration who, as part of their responsibilities, carry teaching assignments as a component of their appointment letters and have academic rank.
- c. The full-time Library Faculty, including the Director of the Library.

Throughout this Handbook when relating to library faculty, the terms “department head” and “dean” shall be taken to refer to the Library Director or Director of the Library.

2. LECTURER

One whose appointment is part-time and temporary because of a limited need for his or her services.

B. ACADEMIC RANKS

1. **TEACHING FACULTY:** Time Periods and Basic Qualifications for Various Ranks: Professional degrees, designations, certificates, and licenses shall be considered in determining the advancement of faculty members who teach in the area of their competence. An earned doctorate is considered the appropriate qualification for faculty hired at the rank of Assistant Professor or above. However, departments may make the case to their dean that disciplinary standards identify another degree as an appropriate qualification, subject to the approval of the relevant dean and the VPAA (e.g., Master of Social Work, Master of Fine Arts, Master of Library Science, or AACSB-qualified masters in business fields). In such cases the approved appropriate qualification should be stated explicitly in each contract. If a faculty member is hired with the expectation that they will complete an additional degree, that expectation and the timetable for completion will be explicitly stated in each contract. Procedures for evaluating the performance of faculty are defined in Section III.A.
 - a. **INSTRUCTOR:** An Instructor must be adequately prepared to perform his/her teaching duties. This individual should usually hold at least a master's degree. He/she should show promise of growth as a teacher and scholar. An Instructor may be appointed for an initial term of one year and, in a continuing position, may receive four additional appointments of one year each. Instructors who are hired in anticipation of completion of their terminal degree must provide evidence of the award of said degree by the time specified in their contract. If the appointment is tenure-track, the faculty member will undergo two- and four-year reviews.
 - b. **ASSISTANT PROFESSOR:** An Assistant Professor must exhibit professional competence in teaching, scholarship and service. This individual should hold an earned doctorate or its equivalent in the appropriate field in which teaching is done, as referenced in II.B.1. He/she should be in the process of establishing a record of excellence in teaching and should also demonstrate a satisfactory level of scholarship and service to the College. (See III.A.1 for the College policy concerning the relative importance and the evaluation of teaching, scholarship and service.) An Instructor who is promoted to the rank of Assistant Professor at the College may be appointed for an initial term of up to three years and may be reappointed. A new faculty member may be appointed Assistant Professor for an initial term of up to two years and may be reappointed.
 - c. **ASSOCIATE PROFESSOR:** An Associate Professor must continue to exhibit professional competence. A faculty member who is promoted to or hired at the rank of Associate Professor should hold an earned doctorate or its equivalent in the appropriate field in which teaching is done, as referenced in II.B.1. He/she should have established a record of excellence in teaching, should demonstrate recognition by peers outside the College of productive scholarly or creative work, and provide evidence of continued service to the College. (See III.A. 1 for the College policy

concerning the relative importance and the evaluation of teaching, scholarship and service.) A new faculty member may be appointed Associate Professor for an initial term of up to two years and may be reappointed. (See section II.C.2 also.)

- d. **PROFESSOR:** A Professor must continue to exhibit professional competence. A faculty member is promoted to or hired at the rank of Professor should hold an earned doctorate or its equivalent in the appropriate field in which teaching is done as referenced in II.B.1. He/she should have established a record of excellence in teaching. He/she should be able to document recognition by peers outside the College as having a consistent and significant record of scholarship and/or creative production. He/she should be able to document consistent and significant contributions in service to the College. (See III.A.1 for the College policy concerning the relative importance and the evaluation of teaching, scholarship and service.) A new faculty member may be appointed Professor for an initial term of up to two years. If reappointed thereafter, the individual must apply and be considered for tenure.
- e. **VISITING PROFESSOR:** A Visiting Faculty member may be appointed upon request of the Department Head and School Dean and the recommendation of the Vice President for Academic Affairs. A Visiting Faculty member may hold any of the above ranks. The terms of this appointment (including length) can vary according to circumstances; however the total number of years in which an individual can be employed at this rank must not exceed five.
- f. **PROFESSOR EMERITUS:** Members of the faculty who retire are eligible to apply for the academic rank of Emeritus. The department chair shall present to the Committee on Faculty Status the evidence that the individual deserves consideration for Emeritus status. The normal criteria shall be:
 - i. the rank of professor, or, in exceptional cases, associate professor;
 - ii. at least 20 years full-time faculty appointment, which can include time reassigned to administrative duties, at Siena College;
 - iii. a majority vote of the tenured members of the professor's department; and
 - iv. distinguished achievement in teaching, scholarship, and service.

Should the Faculty Status Committee members concur, they will forward the recommendation to the President for his/her review and approval and that of the Board of Trustees.

Emeriti faculty retain library privileges, and, where relevant and possible, access to college facilities, computer access in accord with the College's Identity Management Policy and invitations to faculty events. They are also

entitled to the same tuition benefits accorded to full-time faculty as described in this handbook.

2. **LIBRARY FACULTY:** The academic ranks which pertain to the Library Faculty are: Assistant Librarian, Associate Librarian, Librarian, and Librarian Emeritus. These ranks are equivalent in terms of responsibilities and compensation to the rank of Assistant Professor, Associate Professor, Professor, and Professor Emeritus respectively.

All full-time library faculty members (II.A.1.c) have all the rights and responsibilities of Teaching Faculty (II.A.1.a.) except when specified otherwise.

An Assistant Librarian will typically be eligible for promotion consideration during the sixth year. An Associate Librarian may apply for promotion at any time. Library faculty are eligible for continuing appointment (See II.C.5). Members of the library faculty who retire are eligible to apply for the academic rank of Emeritus. The Library Director shall present to the Committee on Faculty Status the evidence that the individual deserves consideration for Emeritus status. The normal criteria shall be: the rank of full librarian, or, in exceptional cases, associate librarian; at least 20 years full-time faculty appointment, which can include time reassigned to administrative duties, at Siena College; a majority vote of the full-time library faculty; and distinguished achievement in teaching, scholarship, and service. Librarians hired prior to [the date this Handbook revision] with or without continuing appointment may serve on committees which require members to have tenure.

3. **LECTURER:** A Lecturer shall be engaged on a semester or yearly basis according to the terms of his or her contract.

C. TYPES OF CONTRACTS

Engagement of all faculty members, full-time and part-time, shall be by individual written contract executed by the President and the appointee. No oral amendments of the written contract shall be made or authorized. An offer of the College for employment of faculty, to become effective, must be accepted in writing within one week of its receipt. Sample contracts are available from the Office of Academic Affairs or the Office of Human Resources.

1. TEACHING FACULTY

a. CONTRACTS FOR TENURED FACULTY

When faculty members are given Tenured Faculty Contracts, it means that they have established themselves in the work of the College, and may look forward, without the necessity of recurring appointments, to continued service until retirement.

b. CONTRACTS FOR TENURE-TRACK FACULTY

Tenure-track faculty are those full-time faculty members who are currently employed on a contract basis and who are on a tenure-track program. Tenure-track faculty are appointed for a specific term, which is

renewable; employment expires at the end of the stated period (See section II.B.1.c).

c. **CONTRACTS FOR FACULTY HIRED FOR A SPECIFIED TERM**

Under specific circumstances of mutual interest to the college and faculty member, a full-time non-tenure track faculty member may be hired to meet a special need. Such faculty may never be more than 4% of the total full-time faculty.

This type of appointment cannot be used to substitute for a tenure-track position in an academic department.

d. **CONTRACTS FOR VISITING FACULTY**

A Visiting Faculty member may be appointed upon request of the Department Head and School Dean and the recommendation of the Vice President for Academic Affairs. A Visiting Faculty member may hold any rank, but if engaged as a Visiting Faculty member, he/she is not eligible for tenure. The terms of this appointment (including length) can vary according to circumstances; however, the total number of years in which an individual can be employed as a full-time faculty member at this position must not exceed five.

2. **LIBRARY FACULTY**

a. **CONTRACTS FOR LIBRARY FACULTY WITH CONTINUING APPOINTMENT**

When library faculty members are given continuing appointment, it means that they have established themselves in the work of the College and may look forward to, without the necessity of recurring appointment, to continued service until retirement unless provisions regarding termination of contracts are invoked (Section II.F.4 of 9/14/11 Handbook. Throughout the *Handbook*, committee membership, procedures or other matters that refer to tenured faculty specifically shall also apply to library faculty with continuing appointment unless specified otherwise.

b. **CONTRACTS FOR LIBRARY FACULTY ON CONTINUING APPOINTMENT TRACK**

All full-time library faculty members hired after {date revision takes effect} will be employed on a continuing-appointment track. Throughout the *Handbook*, committee membership, procedures or other matters that refer to tenure-track faculty specially shall also apply to library faculty on the continuing appointment track unless otherwise specified.

c. **CONTRACTS FOR CURRENTLY EMPLOYED LIBRARIANS**

A Memorandum of Understanding will be created for each library faculty member who is employed at the time of this agreement that will specify whether they choose to go on continuing appointment track or remain on their current contract, signed by mutual agreement of the Vice President for Academic Affairs and the library faculty member.

D. APPOINTMENTS

1. INITIAL APPOINTMENT

First appointments shall be initiated by the Department Head in consultation with other members of the department, subject to approval by the School Dean, the Vice President for Academic Affairs, and the President. If, for important reasons, the School Dean or Vice President for Academic Affairs does not concur, the Department Head will be informed of the reasons for non-concurrence. If the Department Head, the School Dean, and the Vice President for Academic Affairs cannot then agree, the President, who has the final authority, shall decide, informing them of the reasons for this decision.

The School Dean shall serve in the place of the Department Head in cases when the faculty member is to be Department Head.

2. LECTURERS

Lecturers shall be appointed under the same procedures as stated in subsection 1 above. Faculty provisions with regard to reappointment, promotion, and tenure do not apply to Lecturers.

3. REAPPOINTMENT

Reappointment or non-reappointment of a tenure-track faculty member and continuing appointment track library faculty shall be initiated by the Department Head, subject to approval by the School Dean, the Vice President for Academic Affairs, and the President. Reappointments are subject to an annual review that includes any special terms in the individual's contract as well as evaluations. If the School Dean or the Vice President for Academic Affairs does not concur, the Department Head shall be informed of the reasons for non-concurrence. If the Department Head, the School Dean, and the Vice President for Academic Affairs cannot then agree, the President, who has the final authority, shall decide and shall inform the Department Head, the School Dean, and the Vice President for Academic Affairs of the reasons for the decision. All reappointments are contingent upon the fulfillment of the terms of the pretenure contract. The notice of nonrenewal must be consistent with guidelines in Section II.F.2.

4. TENURE

For faculty members whose initial full-time teaching appointment is in a tenure-track position at Siena, determination of tenure will take place during the sixth year of full-time tenure-track service. Tenure-track faculty may apply for tenure after a shorter period of employment with the permission of the President in consultation with the School Dean, Department Head, and Vice President for Academic Affairs. (See section on Specified Term and Visiting II.C.3 and 4).

If a faculty member has taught full-time in a nontenure-track position at Siena, they are entitled to a tenure review in their sixth year of full-time service at Siena. However, they may request that the tenure decision be delayed for a period up to their sixth year in the tenure-track position. Such agreement must be included in writing in the faculty member's initial tenure-track contract.

If the faculty member taught full time at Siena or another institution, they may request a determination of tenure before the sixth year at Siena. In accordance with AAUP guidelines, credit for up to three years must be allowed and the year of eligibility included within the faculty member's original written contract. The College may credit more than three years of eligibility, and such eligibility must be specified in the faculty member's original written tenure-track contract.

5. JOINT APPOINTMENTS

A joint appointment may be made when a faculty member makes a major contribution in terms of time, effort, and programmatic need to more than one department. This contribution should be on a continuing basis and should be sufficiently significant for each department to make a financial commitment. Joint appointments should be made under the following conditions:

The faculty member possesses significant qualifications for appointment in the department offering a joint appointment.

The faculty member is significantly involved in the teaching or scholarly or creative activities of the department offering the joint appointment.

The joint appointment is approved by the faculty member and the full-time tenured and tenure-track faculty, the chairs, and dean(s) of both the primary ("Tenure home") and the offering department and school, and by the Vice President of Academic Affairs.

Faculty members with joint appointments will have a primary appointment in one department, which will be their "tenure home," that is, the department in which recommendations for tenure and other status decisions are made.

Following the Faculty Status procedures, the Head of the Primary Department and Dean of that department's school will make recommendations for all Faculty Status actions. A Memorandum of Understanding will define the role of the Secondary Department in status recommendations, including evaluations of teaching the courses in the Secondary Department. The MOU will state which courses the faculty member will teach and the frequency of offering, assuming that enrollments are sufficient for the courses to be offered. Changes in courses taught by the faculty member may be made upon mutual agreement of the faculty member and Heads of the Primary and Secondary departments. Should disputes arise, the relevant deans will resolve them and if the deans cannot resolve a dispute the VPAA will make the final decision. Departments must specify in their Promotion and Tenure Guidelines whether faculty members with secondary appointments may vote on any or all personnel decisions. The MOU will be for a specific term and can be renewed upon mutual agreement of the faculty member and Heads of the Primary and Secondary Departments, with the approval of the Vice President for Academic Affairs.

E. PERSONNEL RECORDS

1. CURRICULUM VITAE

A Curriculum Vitae that details teaching, scholarship, and service for each faculty member is kept on file in the office of the Vice President for Academic Affairs. New faculty members are required to provide a CV for this file, and all faculty members shall review their CVs and bring them up to date no later than November 1 of each academic year.

2. FACULTY FILES

When a faculty member is considered by the Committee on Faculty Status for any reason, he or she has a right to examine his or her file and all material that is to be placed before that committee. This right may not be waived.

F. SEPARATION

1. SEPARATION FROM SERVICE

Academic faculty members who expect to terminate their employment with the College through retirement or resignation should inform the President in writing with copies to the Vice President for Academic Affairs, Dean, and Department Head at least six months in advance.

2. NOTICE OF NON-RENEWAL

Written notice that a term appointment is not to be renewed upon expiration, shall be given to the faculty member by the President (or representative) as soon as possible and not less than:

- a. Three months prior to the end of term expiring at the end of the faculty member's first year of service at the College, but not later than March 1 for terms ending in June or August.
- b. Six months prior to the end of a term expiring at the end of a faculty member's second year of service at the College, but not later than December 15 for terms ending in June or August.
- c. Twelve months prior to the expiration of an appointment after two or more years of service at the College, but for terms ending in June or August not later than May 1 of the preceding year.

The only reason required to be given for non-renewal of the first appointment is that the contract period has expired, but for non-renewal of an appointment thereafter, reasons must be given to the individual concerned and to the Department Head.

For tenure-track untenured faculty, these notice provisions do not apply in the case of national emergency, financial exigency, or program retrenchment as defined in Section II.3.a-b.

3. TERMINATION OF TENURED FACULTY MEMBER AND LIBRARIAN WITH CONTINUING APPOINTMENT

- a. Tenure or continuing appointment may be terminated for any of the following reasons: National emergency
- b. Financial Exigency or Program Retrenchment declared by the Board of Trustees. Where termination of appointment is based on financial exigency or *bona fide* discontinuance of a program or department of instruction, the faculty member shall be entitled to have the issues reviewed by the Committee on Faculty Status when the issue is related to teaching, scholarship or service and to have all controverted issues reviewed ultimately by the Board of Trustees. In every case of financial exigency or discontinuance of a program or department of instruction, the faculty member concerned shall be given written notice as soon as possible, and never less than twelve months before termination, or in lieu thereof shall be given severance salary for twelve months. Before terminating an appointment because of the abandonment of a program or department of instruction, the College shall make every effort to place affected faculty members in other suitable positions. If an appointment is terminated before the end of the contractual period of appointment because of financial exigency or because of the discontinuance of a program of instruction, the released faculty member's place shall not be filled by a replacement within a period of three years unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.
- c. Termination for Cause
 - (1) Lack of adequate performance. Cause for a dismissal shall be related, directly and substantially, to the fitness and performance of the faculty member in his or her professional capacity as a teacher

and/or researcher. Thus, dismissals may be made for dereliction of duty, i.e., willful or negligent failure to perform assigned duties.

- (2) Dismissals also may be made for reasons of
 - i. misconduct such as violations of the legitimate rules and regulations of the College, or
 - ii. convictions of violations of law constituting a felony or any crime involving moral turpitude, as defined by AAUP (See <http://www.aaup.org/issues/appointments-promotions-discipline/termination-discipline-2004>.)

Notices of dismissal shall be in writing. (See Section II.5 “Notice of Termination.” Threat of dismissal shall not be used to restrain faculty members in their exercise of academic freedom or of the rights of American citizens.

- (3) A dismissal for cause shall be preceded by a statement of reasons. The individual concerned shall have the right to be heard, at his or her request, initially by the Committee on Faculty Status when the reason for termination is stated as deficiencies in regard to the criteria of teaching, scholarship, or service [see I.B.2] or, subsequent to dismissal by the President, through the General Faculty Committee to the Faculty Grievance Committee (see Section I.B and C).
- (4) Dismissal of a faculty member with tenure or continuing appointment, dismissal of a faculty member with a special or probationary appointment before the end of the specified term, or dismissal of a librarian hired before [the date this Handbook revision is effective] shall be preceded by discussions between the faculty member and the Department Head, the School Dean, the Vice President for Academic Affairs, and the President, for the purpose of effecting a mutually satisfactory conclusion.

If such a conclusion is not reached, the faculty member subject to dismissal may seek an informal inquiry by the Committee on Faculty Status when the reason for termination is stated as deficiencies in regard to the criteria of teaching, scholarship, or service. The findings of the inquiry will be forwarded to the faculty member and the President.

Whether or not the case has been reviewed by the Committee on Faculty Status, subsequent to dismissal by the President, the faculty member may submit the case to the Faculty Grievance Committee via the General Faculty Committee. (See Section I.2 “Dismissal Hearing.”)

4. NOTICE OF TERMINATION

All notices of termination before the end of the contractual term shall be presented in writing by the President or a designee and include a statement of reasons.

If the appointment is terminated before the end of the contractual term, the faculty member shall receive salary and notice of termination in accordance with the schedule of notice to which he or she is entitled. (See Section II.F.2 “Notice of Non-renewal.”) If the faculty member has tenure, the term of notice shall be at least one year. This provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal involved moral turpitude. On the recommendation of the Faculty Grievance Committee or the President, the Board of Trustees, in determining what, if any, payments shall be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.

5. SUSPENSION

Faculty members may be suspended, or assigned other duties in lieu of suspension, only if immediate harm to themselves or to others is threatened by their continuing activities. Suspension is appropriate only pending investigation and procedures such as hearings by appropriate committees (e.g., the Committee on Faculty Status or the Sexual Misconduct Review Panel) outlined in this Handbook or other relevant College policies. All notices of suspension shall be in writing.

Salary and benefits shall continue during the period of suspension until a decision to terminate an appointment has been reached, if applicable (See Section II.5. “Notice of termination.”)

G. FACULTY RIGHTS & RESPONSIBILITIES

1. ACADEMIC FREEDOM

Siena College subscribes to the following 1940 American Association of University Professors Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments of the AAUP:

"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."

"Tenure is a means to certain ends; specifically, (1) freedom of teaching and research and of extramural activities; and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society."

“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. 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.
- 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." (American Association of University Professors. "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments." *Policy Documents and Reports*. 11th ed. Ed. Hans-Joerg Tiede. Washington: The Association, 2005. 13-16. Print.)

In addition, Siena College subscribes to AAUP's explicit statement addressing academic freedom of library faculty:

- d. Academic freedom is indispensable to librarians in their roles as teachers and researchers. Critically, they are trustees of knowledge with the responsibility of ensuring the intellectual freedom of the academic community through the availability of information and ideas, no matter how controversial, so that teachers may freely teach and students may freely learn. (Joint Committee on College Library Problems. (Joint Statement on Faculty Status of College and University Librarians. *Policy*

Documents and Reports. 11th ed. Ed. Hans-Joerg Tiede. Washington: American Association of University Professors, 2005. 210-211. Print.)

H. WORKLOAD

1. REASSIGNED TIME

A full-time teaching load shall consist of twenty-four semester credit hours, or the equivalent combination of teaching and administrative services. The twenty-four semester hours may be divided between Day and Evening Sessions of the College. Equivalents for faculty members who are assigned special duties are determined by the President and the Vice President for Academic Affairs in consultation with the Committee on Faculty Status, School Dean and Department Head. In addition, a full-time faculty member shall be expected to attend meetings called by the Vice President for Academic Affairs and/or President, commencement ceremonies, and other convocations. A full-time faculty member shall be expected to hold not fewer than five (5) office hours per week for conferences with students. Full-time faculty are expected to serve as academic advisors. Office hours should be scheduled at times that will permit students access to the faculty member and may not be scheduled during the free period. Tenured and tenure-track faculty members shall be expected to be available for committee work and such other duties as may be normally and reasonably required of college teachers.

Tenured and tenure-track faculty members may apply for a reassignment of teaching load up to a maximum of six (6) credit hours per year. Such applications may be for a minimum of one semester or a maximum of six consecutive semesters before reapplication.

The purpose of the Siena College reassigned time program is to promote and support faculty scholarship and advances in pedagogy. Guidelines for application will be drawn up by the Deans and the Vice President for Academic Affairs. The guidelines will indicate that projects should normally include the goal of peer-reviewed publication or presentation as an outcome. The College guarantees that all applications for reassigned time which meet the stated guidelines will be funded. Such funding will be phased in over a ten-year period. During the 2006- 2007 academic year the College will guarantee funding for 60% of tenured and tenure-track faculty for the purpose of reassigned time. This level of funding will increase proportionately each year, until, in the 10th year (2015-2016 academic year), funding shall be guaranteed for 100% of tenured and tenure-track faculty.

All new tenure-track faculty will automatically be granted three (3) credits of reassigned time during each semester of their six-year (twelve-semester) probationary period. These faculty will be expected to meet the standards for the mandatory two and four-year reviews.

All faculty members will conduct teaching evaluations in order to ensure quality teaching. These evaluations will be discussed with their Department Head and

Dean. All tenured faculty will undergo three-year reviews as described in Section III.B.2e of this handbook.

2. OUTSIDE ACTIVITIES

A full-time faculty member may not accept employment or conduct activities outside the College that interfere with his or her academic duties, including full-time pursuit of an advanced degree. A full-time faculty member's primary obligation is to fulfill his or her faculty obligations to Siena College. If, in the opinion of the President and the Vice President for Academic Affairs, a faculty member's activities outside the College do interfere with his or her performance of such duties, the faculty member should be informed of the College's expectations in writing by the President. A faculty member wishing to appeal the President's action may request a hearing by the Committee on Faculty Status.

3. FACULTY MEETINGS

The Vice President for Academic Affairs will call formal VPAA Faculty Meetings at least two times a year. All full-time faculty members are expected to attend. Part-time faculty members are encouraged to attend unless impeded by their regular employment. Faculty members are expected also to attend school and departmental meetings; both a school meeting and a departmental meeting should be held at least once each semester and at other times at the call of the School Dean or Department Head.

4. PART-SCHEDULE TEACHING

[NOTE: Also see Section IV.B for cases covered by the College Family and Medical Leave Policy.]

- a. A full-time faculty member may request the Committee on Faculty Status to recommend him or her to the President for a part-schedule teaching load at proportional pay, with full faculty status, for any of the following reasons:
 - (1) If the faculty member's physical or mental condition, substantially verified, is such that he or she can be of better service to the College under a reduced workload. A part-schedule load may be granted under these conditions for a period not to exceed two years.
 - (2) If the faculty member has either [a] thirty years of service or more, or [b] has fifteen years of service or more and has reached the age of sixty, he or she shall be entitled to a part-schedule workload. The time limitation on the length of the part-schedule load in this case is not to exceed five years, and with the provision that the application for part-schedule teaching be accompanied by notice of resignation by retirement at the conclusion of the part-schedule teaching service.

- (3) If the faculty member wishes to devote additional time to academic research or publication that will be beneficial to the reputation of the College and to the faculty member. The time limit in this case may be variable.
- b. A part-schedule teaching load shall mean 18 hours of work or less, but not less than six for the academic year, or the equivalent in a combination of teaching and administrative services. Those faculty members who are granted a part- schedule teaching load are expected to continue performing their other faculty functions, proportionally.

It will, normally, be evenly distributed with half in each semester of the academic year. If, however, no administrative or academic inconvenience will result, the faculty member may elect to fulfill the part-schedule in one semester. Determination of inconvenience or its lack will fall to the Faculty

Status Committee. No faculty member currently following a different pattern shall be deprived of that privilege.

The time spent on part-schedule, as defined in Section II.H.4a(2) and (3), will be counted as full-time for purposes of decisions concerning tenure, promotions, leaves of absence, sabbaticals, retirement and benefits.

I. INSTITUTIONAL POLICIES

Faculty members must comply with institutional policies. The College will maintain a webpage with links to policies adopted by the Board of Trustees, the President's Cabinet, and major college divisions such as Academic Affairs and the Schools of Business, Liberal Arts, and Science.

Institutional polices include, but are not limited to:

- Conflict of Interest
- Copyright*
- Discrimination and Harassment
- Drug and Alcohol
- Equal Opportunity and Non Discrimination
- Intellectual Property*
- Interacting with Minors on Campus
- Research Misconduct
- Sexual Misconduct
- Whistle Blower
- Workplace Violence

*There will be faculty representation in any review of copyright and intellectual property policies and faculty approval will be required for changes to them.

III. EVALUATION SECTION

A. EVALUATION OF TENURED AND TENURE-TRACK TEACHING FACULTY (Defined in Section II.A.I).

This section outlines general College expectations. Departmental promotion and tenure guidelines will describe specific expectations consistent with these College guidelines and disciplinary standards.

1. BASIS FOR TEACHING FACULTY EVALUATION

Evaluation of faculty members shall be based on:

- * Performance in teaching
- * Scholarship
- * Service

a. PERFORMANCE IN TEACHING

The primary function of faculty at Siena College is to teach. Therefore, evaluation of the faculty member's teaching contributions will be the most important factor considered. Teaching includes classroom performance, the professional development necessary to carry out the teaching function and availability to students outside the classroom. Faculty members must demonstrate effective teaching with documentation of formal systematic student evaluations using the designated College instrument. Faculty members are required to include self-evaluations of teaching, as well. Additional forms of student evaluation may be included at the faculty member's discretion. Other evidence may include documentation which addresses the following. The list is in alphabetical order with no priority implied:

- Advising: academic advisement and/or the advisement of students with regard to career opportunities within one's discipline or other career options
- Assessment of student learning outcomes
- Curriculum development: new course proposals and Outlines
- New approaches to teaching his or her subject matter
- Peer evaluations
- Substantial revision and updating of course materials
- Written statements from students addressing the subject of teaching performance

A faculty member is neither expected to present evidence for every item on the list, nor discouraged from presenting pertinent documentation not mentioned here. The two other categories--

scholarship and service to the College—are also functions of the Faculty, but are not of equal importance to teaching.

b. SCHOLARSHIP

Scholarship consists of research and public presentation of scholarly work within a professional setting. Evidence of such activity or the actual work, accompanied by the assessment of colleagues, must be presented. Examples of appropriate activities or work in this area could include the following, presented in alphabetical order and with no priority implied:

- Articles in books of readings
- Creative activities and works, including public presentations such as performances or exhibitions
- Faculty research seminar presentations
- Instructional software that is widely available
- Leadership positions and/or active participation in recognized academic or scholarly societies and associations
- Papers presented at academic conferences or professional meetings
- Proceedings from scholarly meetings
- Publications in trade journals
- Publicly available materials describing the design/implementation of new curricula/courses
- Published book reviews
- Published books or book chapters
- Published cases with instructional materials
- Refereed cases with teaching notes
- Refereed journal articles
- Relevant active editorships with academic journals or business publications
- Research grants and fellowships
- Research Monographs
- Service on editorial boards or committees
- Technical reports related to funded research projects or receipt of funded competitive research grants or awards.
- Textbooks

Additional examples of scholarly activities for work specific to one's discipline may be outlined in departmental Promotion and Tenure Guidelines.

c. SERVICE

A faculty member must document his or her activity in service. Committee work or administrative tasks (including serving as Department Head) should be evaluated by letters from committee peers,

project supervisors, or administrative supervisors. In the following areas no priority is implied:

- Administrative tasks
- Assistance to student organizations, i.e. advisor
- Committee work
- Utilization of professional skills for departmental, school, and college initiatives.
- Service to organizations external to the College that is related to the faculty member's professional expertise.

d. DEPARTMENTAL STANDARDS

- (1) Each academic department shall develop standards for tenure and promotion. These standards must be consistent with the general guidelines found in the Handbook relating to teaching, scholarship, and service. Each department shall specify how these three general College standards apply to tenure and promotion considerations. The standards must provide clear and specific guidance for faculty members subject to the standards.
- (2) Departmental Standards must be approved by both the Dean of the School and by the Vice President for Academic Affairs. The Deans and the Vice President for Academic Affairs will insure that the standards reflect recognized norms used by comparable institutions.

The Vice President for Academic Affairs shall develop a College-wide style template for these standards to assure uniformity of style throughout the College.

- (3) In agreement with the appropriate School Dean and the Vice President for Academic Affairs, a particular Department, because of its composition, might well decide that it has several different standards within its Department and thus establish more than one set of standards. In this case, both the Dean and the Vice President for Academic Affairs must still approve all standards. It should also be clear in writing which standards govern which faculty members within that department.

In the case of a joint appointment between departments, departmental standards will be outlined in a Memorandum of Understanding as defined in Section II.B.1.f (In proposed revision of Section II).

Departmental Standards shall be considered the operative standards for faculty in that department and shall be kept in the Vice President for Academic Affairs office.

Departmental Standards are considered public documents.

- (4) For purposes of tenure and contract renewal (prior to tenure) only, the Departmental Standards operative when the faculty member was hired shall be used to evaluate the faculty member. At the time of hire, the Vice President for Academic Affairs, in consultation with the Dean and Department Head, shall place a copy of these standards in the faculty member's personnel file and also give a copy to the faculty member.
- (5) For considerations other than tenure, Departmental Standards in effect at the time of consideration will apply.
- (6) Each department shall review its standards at least once every five years.

B. PROCEDURES FOR REVIEW OF TENURE-TRACK AND TENURED FACULTY

1. STANDARD PROCEDURES

- a. Each department and school office is required to conduct an annual review of its non-tenured faculty members. Tenured faculty members will undergo regular Three-Year Reviews. In addition, tenured faculty may request an annual review.
- b. Faculty members will be evaluated using criteria established in Section III.A1 a, b and c as well as related obligations as stated in Section II.H. 1.
- c. Evaluation of performance within each rank will be based on the standards established in Section II.B.

2. EVALUATION OF FACULTY MEMBERS

- a. At least once each semester the Department Head shall evaluate each non-tenured faculty member of the Department. This review will include a classroom visitation in order to provide the faculty member with a written evaluation of teaching performance. In addition, the non-tenured faculty member will be evaluated on his/her progress toward the successful completion of the requirements for promotion and/or tenure. This evaluation must be completed by the end of the semester in question. When completed, the written evaluation shall be presented to the faculty member involved, who shall read it and sign it, retaining a copy. The evaluation shall then be sent promptly to the appropriate Dean and the Vice President for Academic Affairs.
- b. At least once each year the School Dean shall evaluate each non-tenured faculty member in the School. This review will include a classroom visitation in order to provide the faculty member with a written evaluation of teaching performance. In addition, the non-tenured faculty member will be evaluated on his/her progress toward the successful

completion of the requirements for promotion and/or tenure. This annual review must be completed by the end of the second semester. The School Dean may appoint an Associate Dean to conduct the evaluation. If the School Dean and the Associate Dean and the faculty member are in the same department, the School Dean and the faculty member shall jointly select another evaluator who shall be a tenured member of a different department in the same School. When completed, the written evaluation shall be presented to the faculty member involved, who shall read it and sign it. It shall then be sent promptly to the Vice President for Academic Affairs, to the Department Head, and to the faculty member (and to the School Dean if the evaluation was carried out by a substitute).

- c. During the second and fourth years of full-time service of each non-tenured faculty member, the Department Head's evaluation will be incorporated into a thorough review performed by the department as a whole. This review must present a clear statement either of support or nonsupport for tenure by the department. The review must be completed by April 20 of the year in question.

The faculty member, may invite members of the department or other departments to make a classroom visitation. It is the responsibility of the faculty member to provide the department with sufficient supporting documentation to allow the department to evaluate each of the criteria. This should include evidence of an individual's progress toward a terminal degree, when appropriate.

- d. The faculty member has the option of sending a separate statement to the Department Head, School Dean, and Vice President for Academic Affairs in the event that he/she disagrees with the assessment or comments of his/her Department Head or School Dean.

A written evaluation, assessing each of the criteria for tenure and/or promotion, will be presented to the faculty member involved, who shall read and sign it. It shall then be sent to the School Dean, the Vice-President for Academic Affairs, and the faculty member. If either or both deem it necessary, the Dean and the Vice-President will discuss this evaluation with the faculty member.

- e. Three-Year Reviews

Ongoing review for full-time faculty aims at encouraging professional development while helping faculty achieve specific goals that will enhance their contributions to the College. This ongoing review process is intended to facilitate faculty development and shall not be used for any other purpose.

Full-time tenured faculty will undergo a review every third year. During that year the faculty member will complete a brief (not to exceed 750 words) "contribution to the College" statement of activities,

highlighting the key areas of professional responsibility: teaching, scholarship and service. The contribution statement, in addition to providing a self-assessment covering the previous three years, will also identify projects for the next three-year period.

The contribution statement is part of a packet prepared by the faculty member for the review. The packet shall also include (a) evidence of teaching effectiveness, consisting of student evaluations of teaching from the period being reviewed, and other evidence the faculty member may wish to present; (b) evidence of scholarship; and (c) evidence of activities coming under the heading of “service to the College.” The contribution statement will allow the faculty member to comment on each of these areas. The faculty member may simply include the previous three years’ Personal Data Records as a way of identifying scholarship and college service activities.

The packet will go to the Department Head who will discuss it with the faculty member before forwarding it to the Dean. After being examined by the Dean, who may elect to discuss the material with the faculty member, the packet will be returned to the faculty member.

- f. All faculty members shall administer student evaluations in each of their course sections every semester using the college-designated instrument. These evaluations will be shared with the Department Head and the School Dean.
- g. The Committee on Faculty Status shall receive any evaluation that involves matters within its purview, as defined in Section I.B.2.

C. EVALUATION OF LIBRARY FACULTY

This section outlines general College expectations. Departmental promotion and tenure guidelines will describe specific expectations consistent with these College guidelines and disciplinary standards.

1. BASIS FOR LIBRARY FACULTY EVALUATION

The primary function of the Library Faculty at Siena College is to provide library services which support the curriculum and research of the students and faculty. Consideration will be given to both the unique responsibilities inherent in each position (i.e., cataloging, reference, acquisitions, etc.) and the contribution of the individual to the overall quality of services provided by the Library. Evaluation will take into account the following:

- a. The individual's academic record, including additional degrees, formal study, or training.
- b. The Director of the Library will submit an annual evaluation of each assistant librarian by June 30 of each academic year. This evaluation will detail the level of quality in the performance of assigned

responsibilities. When completed, the written evaluation shall be presented to the individual involved, who shall have the option of reading it and signing it. It shall then be sent promptly to the Vice President for Academic Affairs.

- c. A written evaluation submitted by a library promotion committee. (See Section III.A.1.d on Departmental Standards.) This committee will be appointed by the Director of the Library and will include:
 - (1) two members of the library faculty
 - (2) the Chair of the Library/Audiovisual Resources Advisory Committee
 - (3) a member of the tenured Teaching Faculty, selected from a list submitted by the candidate. The Director of the Library will not serve on the committee.

This evaluation will outline the committee's perception of the individual's contributions to the College's academic services. When completed, the written evaluation shall be presented to the individual involved, who shall have the option of reading it and signing it. It shall then be sent promptly to the Vice President for Academic Affairs. A copy of this evaluation will be forwarded to the Director of the Library.

- d. Other formal or systematic evaluations which may include evaluations from other members of the faculty with whom the individual has interacted in the course of his/her responsibilities as a librarian and member of the academic faculty. Evaluations may also include self-evaluations or the evaluations of professional colleagues who are able to comment on external activities that have significance to the library services of this institution and/or to the profession at large. When completed these evaluations will be sent promptly to the office of the Vice President for Academic Affairs for inclusion in the applicant's curriculum vitae files.
- e. Two other categories—Professional development and service to the College—are also functions of the Library Faculty but are not of equal importance to the responsibilities of the specific position. During evaluations the candidate should be permitted to designate in which of these two categories he or she wishes primarily, but not exclusively, to be judged.
 - (1) Professional development includes:
 - (a) Participation in learned and professional societies
 - (b) Research and/or publications that are in addition to regular responsibilities
 - (c) Identifiable improvements or enhancements to the library services available to faculty and students
 - (d) Training and experience, past and current

(2) Service to the College includes:

- (a) Participation in college committees and programs

2. SECOND AND FOURTH-YEAR EVALUATIONS

During the second and fourth years of full-time service of each assistant librarian, the annual review by the Director of the Library will be replaced by a thorough evaluation which must present a clear statement either of support or nonsupport for continued service. This evaluation will include a statement from a review committee (similar to the library promotion committee defined in Section III.C.1c. The evaluation must be completed by June 30 of the year in question.

a. REVIEW COMMITTEE STATEMENT

This statement will be written by the chair of the committee and will be the committee's depiction of the overall evaluation by the committee as per criteria in Section III.C. 1. The statement will include a description of the process the committee used to formulate the statement and will conclude with the chair indicating the vote (or consensus of the Committee) on the following:

- (1) The librarian is making successful progress in knowledge of her/his department, teaching and reference responsibilities, and involvement in College and professional activities. The librarian needs to remedy certain deficiencies in performance of his/her responsibilities.
- (2) The librarian has remedied previously indicated deficiencies in performance.
- (3) The librarian's performance is not sufficient to meet the needs of the Library and the committee requests that a terminal contract be offered (with reason given).

b. THE DIRECTOR OF THE LIBRARY STATEMENT

The Director of the Library statement will evaluate the librarian as per the criteria in the Faculty Handbook and will be informed by the review committee's evaluation. It will conclude with the Director of the Library indicating one of the following:

- (1) The librarian is making successful progress in knowledge of her/his department, teaching and reference responsibilities, and involvement in College and professional activities.
- (2) The librarian needs to remedy certain deficiencies in performance.

- (3) The librarian has remedied previously indicated deficiencies in performance.
- (4) The librarian's performance is not sufficient to meet the needs of the Library and the Director of the Library requests that a terminal contract be offered (with reason given).

A written evaluation, assessing each of the criteria for continuing appointment or promotion will be presented to the faculty member involved, who shall read and sign it. It shall then be sent to the Director of the Library, the Vice President for Academic Affairs, and the faculty member. If either or both deem it necessary, the Director and the Vice President will discuss this evaluation with the library faculty member.

c. THREE-YEAR REVIEW

On-going review for full-time library faculty aims at encouraging professional development while helping library faculty achieve specific goals that will enhance their contribution to the College. This on-going review process is intended to facilitate library faculty development and shall not be used for any other purpose. Full-time library faculty with continuing appointment will undergo a review every third year. During that year the library faculty member will complete a brief (not to exceed 750 words) "contribution to the College" statement of activities, highlighting the key areas of professional responsibility: unique library responsibilities and teaching, scholarship and service. The contribution statement, in addition to providing a self-assessment covering the previous three years, will also identify projects for the next three-year period.

The contribution statement is part of a packet prepared by the library faculty member for the review. The packet shall also include a) evidence of effectiveness in unique library responsibilities and teaching, b) evidence of scholarship; and c) evidence of service. The contribution statement will allow the library faculty member to comment on each of these areas. The library faculty member may simply include the previous three years' Personal Data Records as a way of identifying scholarship and college service activities.

d. COMMITTEE ON FACULTY STATUS

The Committee on Faculty Status shall receive any evaluation that involves matters within its purview, as defined in Section I.B.2

D. PROMOTION AND TENURE OR CONTINUING APPOINTMENT

Final disposition of matters concerning promotion and tenure are made by the Committee on Faculty Status, subject to the approval of the President and the Board of Trustees. See Section I. B.

See Section II.B, ACADEMIC RANKS for the general policy of the College regarding time periods and basic qualifications for the various ranks.

See also II.D.4, PROBATIONARY PERIOD; II.D.5, TENURE STATEMENT and II.F.4, TERMINATION OF TENURED FACULTY MEMBER OR LIBRARIAN WITH CONTINUING APPOINTMENT.

E. FACULTY DEVELOPMENT

1. SABBATICAL LEAVE

Final disposition of matters concerning sabbatical leave are made by the Committee on Faculty Status, subject to the approval of the President and the Board of Trustees. See I.B.

- a. The importance of sabbatical leave as an aspect of faculty welfare and as a means to professional growth is recognized. Sabbatical leaves are granted for the purpose of increasing the effectiveness of the instructional staff. Tenured faculty members who hold the professional ranks of Professor, Associate Professor, or Assistant Professor and who have completed at least six consecutive years of full-time teaching service within the College or who, if they previously have had a sabbatical leave, have completed at least six consecutive years of full-time service within the College from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. Sabbatical leaves are granted only for clearly defined purposes, with priorities determined by the nature of the request; demonstration of successful completion of scholarly products from prior sabbatical leaves, in applicable; the needs of the College, and by the seniority and rank of the applicant. Completion of requirements for a terminal degree required by the nature of the faculty member's contract is not an eligible project. A formal presentation outlining the results of specific activities undertaken during the sabbatical to the faculty member's department with a copy to the Dean and the Vice President for Academic Affairs will be expected by the end of the semester following the sabbatical.
- b. Except in extraordinary circumstances, applications for sabbatical leave must be made in accordance with the schedule published by the Vice President for Academic Affairs. The maximum rate of compensation is the full base salary for leave of one semester or one-half of the base salary for a full academic year. This compensation shall be extended to the faculty member in the form of a loan. The loan shall be cancelled after one year of service at Siena after the leave. If a faculty member on leave receives financial aid from a source other than Siena College, that aid shall be considered in determining the sabbatical compensation. Teachers Insurance and Annuity Association plans shall be continued in proportion to the salary received. Other benefits shall be continued at normal rates by

the College and the individual. Faculty members granted sabbatical leave are expected to return to Siena to serve at least one year, receiving the salary increment they would have received had they remained at the College.

See also, II.H.4, PART-SCHEDULE TEACHING and IV. B, LEAVE OF ABSENCE WITHOUT PAY.

2. PROFESSIONAL BENEFITS

a. FINANCIAL ASSISTANCE FOR RESEARCH

Because Siena College regards effective teaching and productive scholarship as mutually supporting accomplishments, all members of the faculty are encouraged to publish in their respective fields of specialization. For individual cases of research and publication and upon request of a faculty member, financial assistance within budgetary limits may be provided by the Administration. Application for such assistance typically shall be made to the School Deans through the Department Head.

b. PROFESSIONAL MEETINGS

The College encourages attendance at professional meetings, provided that such attendance does not interfere significantly with teaching obligations and that it conforms to the budgetary limits established each year for the entailed expenses. Subject to the availability of funds within the budgetary limits, the College shall pay reasonable expenses for an official representative or one who will present a paper or report. Faculty members shall consult with School Deans regarding guidelines and approval processes.

c. PROFESSIONAL MEMBERSHIPS

Siena College maintains institutional membership in a number of professional and educational organizations. Faculty members are encouraged to maintain active membership in learned societies and organizations, since such membership is a necessary educational activity and promotes professional growth and development. The College underwrites, for those who are official representatives of the College, the expenses involved in such membership. The College shall reimburse full-time faculty members for up to \$125 for one professional membership.

d. FACULTY (Academic and Administrative) TUITION BENEFIT

The College shall pay tuition charges, excluding fees and other expenses for courses taken in any accredited institution by a full-time Siena faculty member. Courses toward a terminal degree require the written permission of the Vice President for Academic

Affairs. Full-time and retired Siena faculty members may also enroll in courses at Siena College without tuition or fee charges. Part-time faculty members may apply to the Vice President for Academic Affairs for permission to participate in this benefit.

IV. Salary and Benefit section of Handbook

A. COMPENSATION POLICY

1. SALARY NOTICE

Notices of possible salary increases for periods beyond the initial contract term are sent to each faculty member prior to May 1. These notices pertain to the succeeding academic year commencing September 1.

B. LEAVES (OTHER THAN SABBATICALS)

Final disposition of matters concerning leaves of absence is made by the Committee on Faculty Status, subject to the approval of the President and the Board of Trustees (see I.B) and to the requirements of the federal Family and Medical Leave Act of 1993 (in effect as of August 5, 1993).

1. LEAVE OF ABSENCE

a. ACADEMIC LEAVE

A leave of absence (usually without pay) may be granted to a faculty member of any rank to engage in further study or research provided that sufficient notice is given and that the faculty member's absence does not adversely affect the functioning of his or her department. No faculty member shall be granted academic leave if fewer than three years have elapsed since he or she has been granted a previous academic or personal leave. Only in extremely unusual cases shall a leave be granted or extended for more than one year, and never for more than two years.

b. PERSONAL LEAVE

(1) Family and Medical Leave

(Based upon the federal Family and Medical Leave Act of 1993)

To be eligible for a leave under the policy based upon the Family and Medical Leave Act, a faculty member must have been employed at Siena for a total of at least 12 months and for at least 1,250 hours during the previous 12-month period. Other part-time faculty who have been employed at Siena for at least 3 years are also eligible for leave under this policy. Part-time faculty who teach 2 courses or less per semester are eligible for leave after 3 years of service.

(a) A family and/or medical leave of absence shall be approved for up to 14 workweeks of unpaid leave during any 12-month period. Leave may be taken:

- i. Upon the birth of the faculty member's child, and to care for the newborn child;
- ii. Upon the placement of a child with the faculty member for adoption or foster care;
- iii. When the faculty member is needed to care for a child, spouse, parent, or spouse's parent, who has a serious health condition; or
- iv. When the faculty member is unable to perform the functions of his/her position because of a serious health condition.

(2) Other Personal Leave

A leave of absence not provided for in subsection b. (1) of this section may be granted without pay to any faculty member for personal reasons, such as child care or family emergency, provided that sufficient notice is given and that the faculty member's absence does not adversely affect the functioning of his or her department. Only in extremely unusual cases shall such a leave be granted for more than one year.

2. LIMITATIONS AND BENEFITS

a. ACADEMIC LEAVE

In the consideration of advancement in salary, but not in rank, an academic leave of absence shall be considered as service. An academic leave of absence shall be counted in determining the eligibility of a faculty member for a sabbatical leave. Fringe benefits shall be continued by the College and the individual at the normal rate for an academic leave.

b. PERSONAL LEAVE

(1) Family and Medical Leave

A "rolling" 12-month period measured backward from the date a faculty member uses any Family and Medical Leave will be used for determining the "12-month" period in which the 14 weeks of leave entitlement occurs. The entitlement to leave for the birth or placement of a son or daughter, shall expire at the end of the 12-month period beginning on the date of such birth or placement.

Leave may be taken intermittently (in pieces) or on a reduced time basis (e.g., by working fewer days in a week or by working fewer hours in a day) under subsection 1b(1)(a)i and ii above if approved by the department supervisor, and when medically necessary under subsection 1b(1)(a), iii and iv above.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves (1) any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility; (2) any period of incapacity requiring absence from work, school, or other regular daily activities for more than three calendar days, that also involves continuing treatment by a health care provider; or (3) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; childbirth and recovery from childbirth are considered serious health conditions; (4) for prenatal care.

The College requires that paid sick and/or disability leave taken under the College's existing benefit plans be counted as Family and Medical Leave in the case of a faculty member's own serious health condition if the College determines that the leave qualifies as Family and Medical Leave.

For conditions of leave as well as notification and reporting requirements, see SIENA COLLEGE FAMILY AND MEDICAL LEAVE POLICY.

(a) Status of Benefits During a Leave of Absence

- i. In the consideration of advancement in salary, and in determining eligibility for sabbatical leave, the time taken for an approved leave of absence under this policy will be considered as service. In determining eligibility for tenure, the faculty member has the option of having the time considered as service or not.
- ii. Applicable fringe benefits, including health and dental insurance, tuition benefits, life insurance, and long-term disability insurance will be continued during a leave at the same contribution rates in effect for active faculty. Except as required by COBRA, a faculty member's eligibility for benefits will cease when he/she informs the College of his/her intent not to return from the leave.

Payment is due at the same time it would be made if by payroll deduction. If payment by the faculty member is more than 30 days late, the faculty member's insurance coverage will cease.

(b) Failure to Return From Leave

The College will require that the faculty member reimburse the College for all benefit plan premiums or expenses paid by the College during any period of unpaid leave if the faculty member fails to return from leave after the period of the leave has expired, and the faculty member fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that entitled the faculty member to leave under subsection 1b(1)(a)iii or iv above, or (2) other circumstances beyond the control of the faculty member. A faculty member is considered to have returned to work if he/she has been back at work for at least 30 calendar days.

For other details on failure to return to work see
SIENA COLLEGE FAMILY AND MEDICAL
LEAVE POLICY

(2) Other Personal Leave

A personal leave of absence other than one provided for in subsection 1b(1) above shall not be considered as service. Fringe benefits shall be continued for a personal leave but the full cost shall be borne by the individual.

C. FRINGE BENEFITS

1. TUITION BENEFITS FOR SPOUSES AND CHILDREN

Spouses of full-time Siena faculty members may enroll in courses at Siena College without tuition or fee charges. Children of full-time Siena faculty members and of faculty members who:

- a. have died while employed at Siena,
- b. have become disabled while employed at Siena,
- c. have reached the age of retirement while at Siena,
- d. have been relieved of their positions, after five years of service to the College, because of financial exigency or because of extraordinary circumstances not related to professional academic performance,
- e. have voluntarily left the College after having completed fifteen years of faculty service at Siena, are granted free tuition at Siena College, provided that they are duly matriculated for a baccalaureate degree at an accredited institution and meet the academic standards prescribed. These students must pay all fees,

room and board, and other charges. All faculty members whose spouse or children matriculate at Siena College are required to apply for any state and federal aid programs to which the recipient may be entitled. Children of full-time faculty and faculty listed in a, b, c, d, e of the previous paragraph, who are not matriculated in a baccalaureate program at an accredited institution, are granted free tuition at Siena College if they attend on a non-matriculating, part-time basis (fewer than 12 credit hours per semester) for a maximum of five courses in total. These students must pay all fees and other charges. An allowance of up to 50 percent of the tuition at Siena shall be paid toward tuition and fees (not room and board) of a faculty member's child at an accredited college other than Siena. Such tuition payment shall not exceed the tuition at the other institution. Such tuition payment, as opposed to free tuition at Siena College, shall be granted only to faculty and those described under a, b, c in the first paragraph of this section. Furthermore, no one shall be entitled to such fringe benefits if he or she has obtained a position with equivalent fringe benefits, e.g., tuition remission for dependents.

2. MEDICAL AND DENTAL PLANS

(Details of the following benefit programs and plans are available in the Office of Human Resources.)

- a. For the benefit of faculty members, the College maintains group hospitalization, a group dental policy, surgical and major medical, and preventive medicine policies. In each case, for full-time faculty, three quarters of the cost are borne by the College and one quarter by the individual. An individual may elect to pay his/her portion of the cost on a pre-tax basis (premium conversion). Three-quarter time faculty may participate in a medical plan; however, the full cost is borne by the individual.
- b. Whether or not an individual elects to participate in a college medical or dental plan, full-time faculty may elect to participate in the College's Health Care reimbursement program. This "flexible spending account" is employee-funded on a pre-tax basis and serves to reimburse the employee for health care expenses not covered by insurance.
- c. Full-time faculty members who separate from service at age 60 or older and who have completed at least 15 years of service after age 45 may continue to participate in the College's health plan under the following conditions:

Contribution Rate:

1. Current Employees: Ret Age 65 75%EE, 75%SP
 Ret Age 62 60%EE, 60%SP
 Ret Age 60 50%EE, 50%SP

2. New Employees: Ret Age 65 50%EE, 0%SP
 (employed after 12/31/04)
 Ret Age 62 40%EE, 0%SP
 Ret Age 60 35%EE, 0%SP

Cap: The College's contribution is capped at its dollar contribution to the CDPHP Plan or its dollar contribution to the employee's health plan choice based on the contribution rates above, whichever is less.

Dependent Coverage: None

Spousal Coverage: Spouses of faculty hired after December 31, 2004 shall be given access to the plan, but as stated above, without premium coverage by Siena College.

Transition: Current employees who are age 65 or over before 6/1/09 and retire before 6/1/09 are eligible to retire under the current plan except that those choosing the Matrix plan will receive a contribution from the College only up to the cap level as described above. After 6/1/09 all retirees will fall under the new plan in accord with their date of hire. Stated differently, the College contribution to Matrix plan premiums will be capped at the CDPHP rate for those who retire from the College after 12/31/04 while the broader application of the cap will be in effect at 6/1/09.

- d. Full-time faculty member who separate from service at age 60 or older and who have completed at least 15 years of service after age 45 and their spouses may continue to participate in the College's dental plan. The faculty member is responsible for 100% of the plan's cost. The College does not contribute towards the cost of the dental plan for retirees.

3. SIENA COLLEGE RETIREMENT PLAN

- a. After two years as a member of the full-time faculty, every member is required to participate in the Siena College Retirement Plan set up with the Teachers Insurance and Annuity Association. The Retirement Plan was adopted by the Trustees of Siena College on May

8, 1948, to provide for the faculty member a monthly income for the remainder of his or her life after retirement. The amount of this income depends upon the amount of contribution, and upon salary and length of service. Completion of the preliminary service period shall not be a requirement for participation by a full-time faculty member who comes from an institution where he or she has participated in a TIAA/CREF plan or similar 403(b) program.

- b. Siena College's contribution under the Retirement Plan for full-time faculty members eligible for participation will be 10%. Individual contributions will be voluntary and may be deposited to either one's basic annuity contract or to a Supplemental Retirement Annuity contract with TIAA. Individual contributions will be reduced from the base salary of each faculty member under a tax-sheltered annuity plan. Biweekly premiums shall be forwarded to Teacher Insurance and Annuity Association. Each retirement annuity contract written in accordance with the foregoing conditions is the property of the individual participant; each contract is between the participant and the insurance company.

4. LIFE INSURANCE

- a. The Collective Decreasing Insurance Plan shall apply to all full-time lay faculty members under the age of seventy. Insurance of an individual under this plan normally takes effect on the first day of the calendar month next following his or her entrance into the College under the age of seventy. However, unless otherwise arranged, the insurance of an individual shall not begin until the receipt by Teachers Insurance and Annuity Association of America of a completed application for the insurance and the first premium, and then only if the participant is, when the insurance is to begin, in active service performing fully the duties, more than nominal, of her/his position.
 - (1) Each individual covered by this plan shall be insured for two units of Collective Decreasing Insurance as provided by Teachers Insurance and Annuity Association of America, except that individuals who have participated from the inauguration of the plan shall be insured for a sufficient number of units of tenths of units, to provide initially a minimum of \$2,000 of insurance. Faculty members employed by the College prior to July 1, 1977, have been given the option to continue in force two additional units of Collective Life Insurance by payroll deduction.
- b. Life insurance equal to one (1) times annual salary, including a doubling of benefits in case of accidental death or dismemberment shall apply to all full-time faculty of Siena College.

- c. Siena College shall pay in full to Teachers Insurance and Annuity Association of America and to the UNUM Life Insurance Company all premiums on the policies under these two plans as the premiums fall due while the policy holders continue to be covered by the plan.

5. DISABILITY BENEFITS

Thirty-one days after the effective date of employment, all full-time faculty members and administrative officers become eligible for long-term disability benefits. Benefits are payable if the employee, while insured, becomes totally disabled as a result of sickness or accidental injury, and remains continuously so disabled for a period of three consecutive months. (Regular basic salary is paid by the College during the three-month waiting period.) After the qualifying disability period is met, benefits are payable until either

- a. the employee ceases to be totally disabled or
- b. the employee has reached his/her seventieth birthday.

The cost of the insurance premium is underwritten by the College. Complete details of the long-term disability program are available upon request.

6. FAMILY BONUS ALLOWANCE*

All full-time faculty members and administrative officers shall receive a family bonus allowance according to the following schedule:

- a. For the fourth dependent child, \$200 per year shall be granted as a bonus.
- b. For the fifth, sixth, seventh, eighth, and ninth dependent children, \$100 per year for each of these shall be granted as a bonus.
- c. The maximum family bonus permissible is \$700 per year.

* This clause shall not apply for faculty members hired after September 1, 1983.

7. DEPENDENT CARE REIMBURSEMENT PROGRAM

All full-time faculty members may elect to establish a "flexible spending account" to provide reimbursement for dependent care. This account is separate but similar to the Health Care Reimbursement Account described under MEDICAL AND DENTAL PLANS.