

FACULTY HANDBOOK

Approved Faculty Handbook

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Preface of Handbook

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.

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.

The 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.

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, some or all of whom may also hold faculty appointments and/or positions on or in relation to the Board of Trustees.

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.

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

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Handbook, all such provisions and their amendments shall be determined by agreement of the Faculty, the President and the Board.

REVISION PROCESS

The terms and provisions of this Handbook may be amended in whole or in part upon agreement by the Faculty and the President of the College as approved by the Board of Trustees. Any party wishing to propose changes to this Handbook should direct such proposals to the General Faculty Committee in accordance with the policies and procedures of the General Faculty Committee.

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I GOVERNANCE COMMITTEES

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.

A. GENERAL FACULTY COMMITTEE

1. MEMBERSHIP

The General Faculty Committee is composed of five members: the Chairperson, who shall be tenured, and one member each from the Arts, Science, Business and Library 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. Successive terms in the same capacity are not allowed, and the terms 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.

2. ELECTION PROCEDURE

Faculty members listed in Section II.A. 1a-c, are eligible for election to the office of Chairperson. Only faculty members listed under subsections 1a and b may be elected to the office of School Representative to the General Faculty Committee.

3. FUNCTIONS

The General Faculty Committee shall serve the faculty as advocate in matters of general welfare and interest, 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.

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.

4. 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

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and the agenda thereof must be announced to all members of the Faculty one week prior to the meeting, except in extraordinary circumstances.

5. COMMITTEES

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

6. 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 Affairs, Strategic Planning, and Facilities.

7. RULES OF PROCEDURE

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

- a. The Committee shall hold at least one publicly announced meeting a month during the academic year.
- b. Any member may request a postponement of a scheduled monthly meeting by written request to the Chairperson one week prior to the meeting.
- c. A meeting other than monthly meetings may be called by the Chairperson or may be requested by any member.
- d. The Chairperson shall submit an agenda for each meeting to each member at least one day prior to the meeting.
- e. All decisions shall be determined by a majority vote. Three elected members constitute a quorum.
- f. Minutes of each meeting shall be posted after their approval by the Committee, within one week of the meeting.
- g. 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.

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- h. Any communication or request received by the School Representatives or by the Chairperson must be submitted to the General Faculty Committee.

8 ADMINISTRATION OF COMMITTEE ELECTIONS

The General Faculty Committee shall have sole responsibility for the administration of electoral processes for faculty membership on any committee elected by the Faculty. A complete list of these committees is maintained in the Faculty Support Office and includes the following:

- a. General Faculty Committee
- b. Committee on Faculty Status
- c. Faculty Grievance Committee
- d. Board of Instruction

9 ANNUAL REPORT MEETING

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.

10. VOTING ELIGIBILITY AND ELECTION PROCEDURES

a. Voting Eligibility

Any full-time faculty member shall be considered eligible to vote. On occasion the General Faculty Committee may decide to restrict the vote to academic faculty unless this ruling is challenged by a two-thirds majority of academic and administrative faculty members present. [Paragraph as revised by approval of the faculty on April 15, 2009, and by the Board of Trustees at their meeting on December 3, 2010]

b. 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

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the General Faculty Committee and may be reviewed at any time by the Faculty.

- (4) If for any reason an elective 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.

B. COMMITTEE ON FACULTY STATUS

1. 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.

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

2. FUNCTIONS

This Committee shall have final disposition of matters relating to it, subject to the approval of the President and the Board of Trustees. These matters include:

- a. Promotion
- b. Tenure
- c. Termination of employment either before the end of the specified term or during a period of tenure
- d. Suspension
- e. Sabbatical leave
- f. Leave of absence without pay
- g. Part-schedule teaching

3. REQUESTS FOR CONSIDERATION

Any faculty member may request the consideration of the Committee by written notification to his or her Department Head who must forward any such request,

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along with the departmental recommendation, to the Committee via the appropriate Dean. 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. The Department Head may also take the initiative in recommending faculty members for consideration by the Committee. The Department Head shall not do so without the consent of the faculty member involved. Department Heads requesting consideration will submit such requests directly to the School Dean who may also take the initiative with the consent of the involved faculty member.

4. PROCEDURES FOR HEARINGS AND DELIBERATIONS

- a. 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. 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.

- b. 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.
- c. A set of 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 this document.

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5. 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 Section III.A of the Faculty Handbook. The Committee shall safeguard academic freedom when applying these criteria. Any other criteria which are applied to a faculty member being evaluated for tenure or promotion must be carefully and thoroughly explained in the Committee's recommendation.

6. VOTING

A vote of YES or NO for each matter before the Committee will be cast by each voting member of the Committee.

7. 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.B.2 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.

8. 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

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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.

C. FACULTY GRIEVANCE COMMITTEE

1. 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 the receipt of a 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 interest. A member of the same department as the grievant shall automatically be excused. If any members of the Committee are excused, the acting Chair shall notify the General Faculty Committee to appoint tenured faculty members to serve on the grievance case. The acting Chair will then notify the grievant and the President of the convening of the Committee and of its membership. Each party shall have a maximum of two challenges, including to the Chair, without stated cause. Challenges for cause will be decided by the unchallenged members of the Committee. In the event of a challenge to all members for cause, the General Faculty Committee will decide the composition of the Committee. The Committee will select a chair for each specific case.

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 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.

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2. FUNCTION

The function of the Committee shall be to hear claims of grievance presented by a faculty member or by the General Faculty Committee pertaining to the following:

- a. An adverse recommendation by the Committee on Faculty Status or an adverse decision by the President, as provided in Section I. B.8.
- b. Dismissal of a faculty member on tenure (see II.F.4).
- c. Inadequate notice of dismissal (see II.F.3.).
- d. Claims of grievance forwarded by the General Faculty Committee.

3. REVIEW OF ADVERSE FACULTY STATUS DECISIONS

a. Procedures

The grievant will prepare a written statement which shall specify the basis for the appeal, which must be one of the following: 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 on Faculty Status 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). In general, upon receipt of the grievant's written statement, the Committee will inform the President that such a request has been made, 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, 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.

b. Disposal of Request

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

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(1) Determine that a grievance has occurred and suggest appropriate remedies to the President.

(a) Lack of adequate consideration.

If a faculty member under consideration alleges that the adverse recommendation of the Committee on Faculty Status or decision of the President was based on inadequate consideration, the Faculty Grievance Committee shall review the faculty member's allegation and determine whether the decision was the result of adequate consideration in terms of the relevant standards of the College. The Faculty Grievance Committee shall not question the judgment of the Committee on Faculty Status concerning individual relevant standards. However, if the Faculty Grievance Committee believes that adequate consideration was not given to other relevant standards, then it shall request reconsideration by the Faculty Status Committee, indicating the reasons why it believes the consideration may have been inadequate. It shall provide copies of its findings to the faculty member, the Committee on Faculty Status, and the President.

(b) Lack of due process, procedural deficiencies, 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, procedural deficiencies, or lack of an impartial review, the Faculty Grievance Committee shall review the allegation, conduct hearings, and provide a written report of findings to the faculty member, the Committee on Faculty Status, and the President.

(2) Determine that there is no basis for the claim to grievance. This decision is final and subject to no further review or consideration.

c. 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

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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.

4. DISMISSAL HEARING

- a. 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.
- b. Notice of a hearing, with specific charges in writing, shall be given at least twenty (20) calendar days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him or her or asserts that the charges do not support a finding of adequate cause, the Committee shall evaluate all available evidence and base its recommendation upon the evidence in the record.
- c. The Committee, in consultation with the President and the faculty member, shall exercise its judgment as to 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. At the request of the faculty member or the President or the Committee, a representative of a responsible education association 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 of proof that adequate cause exists rests with the College and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- d. The Committee shall grant adjournments to enable either party to investigate evidence concerning which a valid claim of surprise is made. 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, 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

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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.

- e. 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.

5. REPORT OF HEARING

- a. If the Committee concludes that adequate cause for dismissal has not been established by the evidence in the record, 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.
- b. If dismissal or other penalty is recommended 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.

6. GRIEVANCES FROM THE GENERAL FACULTY COMMITTEE

In the case of allegations of grievance, other than those in Section I.C.2a-c, presented to the Committee by the General Faculty Committee, the Committee shall review the allegation. It may then conduct hearings as defined above in Section I.C.4 if deemed necessary. The Committee shall transmit a written report to the General Faculty Committee.

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II CONTRACTUAL SECTION

Contractual Statement

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 contract, each provision deviating from the Handbook shall be expressly acknowledged as such. Amendments and changes in the Handbook shall be applicable to all faculty (Academic and Administrative) 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;
- b. The President, the Vice President for Academic Affairs, and all members of the Administration who, as part of their responsibilities, carry teaching assignments as a component of their contracts and have academic rank.
- c. The Professional Librarians

2 Administrative

Full-time staff members who have been given faculty status by the President for the limited purpose of defining benefits. A list of individuals in this category is maintained by the Human Resources Office.

3 Lecturer

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

Throughout this document the term "faculty" shall be taken to mean academic faculty unless the administrative faculty is explicitly stated.

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B. ACADEMIC RANKS

1. Time Periods and Basic Qualifications for Various Ranks: The following statement of time periods and basic qualifications for the various ranks is intended to express the general policy of the College. 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 faculty in the fields of Creative Arts and Social Work and the Library Faculty are considered to be qualified with a master's degree in the appropriate field, together with the relevant practical experience. Suggested 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 five additional appointments of one year each. Instructors who are hired in anticipation of completion of their terminal degree must provide evidence of the awarding of said degree by the time specified in their contract.
 - 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. 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 hired at the rank of Associate Professor should hold an earned doctorate or its equivalent in the appropriate field in which teaching is done. An Assistant Professor who is promoted to the rank of Associate Professor should almost always be similarly qualified. 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.) An Assistant Professor who is promoted to the rank of Associate Professor at the College may be appointed for an initial term of up to five years and may be reappointed. A new faculty

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member may be appointed Associate Professor for an initial term of up to two years and may be reappointed.

- d. Professor: A Professor must continue to exhibit professional competence. A faculty member hired at the rank of Professor should hold an earned doctorate or its equivalent in the appropriate field in which teaching is done. An Associate Professor who is promoted to the rank of Professor should, except in very unusual circumstances, be similarly qualified and should be tenured. 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 be tenured.
- e. 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 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 because of age or incapacity may be granted the academic rank of Emeritus. To be eligible, the individual must be recommended by one or more of the following: Department Head, Dean, Vice President for Academic Affairs, the majority of the full-time faculty in his/her department. 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 accounts 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 Professional Librarians: The academic ranks which pertain to the Professional Librarians are: Assistant Librarian, Associate Librarian, and Librarian. These ranks are equivalent in terms of responsibilities and compensation to the rank of Assistant Professor, Associate Professor and Professor, respectively. An Assistant Librarian will typically be eligible for promotion consideration at the end of the sixth year. An Associate Librarian may apply for promotion at any time. Nothing in the language herewith adopted shall be construed as having any reference, explicit or implicit, to tenure.

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- 3 Lecture: 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. CONTRACTS FOR TENURED FACULTY

Tenured Faculty Contracts grant academic tenure to the faculty member. When a faculty member is given tenure, it means that he or she has established himself or herself in the work of the College, and may look forward, without the necessity of recurring appointments, to continued service until retirement.

2. 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 specified term, which is renewable; employment expires at the end of the stated period.

3. 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

4. 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.

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D. APPOINTMENTS

1. 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. The Director of Center for Extended Learning is consulted in the hiring of Lecturers for the Evening Session, for Summer School, for Intersession, and for Special Programs. Faculty provisions with regard to reappointment, promotion, and tenure do not apply to Lecturers.

3. REAPPOINTMENT

Reappointment or non-reappointment of a non-tenured faculty member 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 probationary contract.

4. PROBATIONARY PERIOD

Beginning with the appointments to the rank of full-time Instructor or higher rank, the probationary period may not exceed seven years. Exceptions can be made for a shorter period of probation by the President in consultation with the Vice President for Academic Affairs and the Committee on Faculty Status.

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5. TENURE

For faculty members whose initial full-time teaching appointment is at Siena, determination of tenure will take place during the sixth year of full-time service. If time has been spent at an institution other than Siena, the faculty member is entitled to a determination of tenure before his/her 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. If the faculty member is expected, as a condition of appointment to Siena, to apply for tenure before the third year of service at Siena, the year of application must be included within the original written contract.

E. PERSONNEL RECORDS

1. CURRICULUM VITAE

A Professional Data Record for each faculty member is kept on file in the office of the Vice President for Academic Affairs. New faculty members are required to fill out a data form for this file, and all faculty members shall review their forms 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. RESIGNATION

Academic faculty members who expect to terminate their employment with the College should inform the President through the Vice President for Academic Affairs at least six months in advance.

2. RETIREMENT

Academic and Administrative faculty members who plan to retire should inform the President through the Vice President for Academic Affairs at least six months in advance.

3. 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:

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- 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.

4. TERMINATION OF TENURED FACULTY MEMBER

Tenure may be terminated for any of the following reasons:

- a. National emergency
- b. Medical reasons
Termination, for medical reasons, of a tenured appointment, or of a non-tenured or special appointment before the end of the period of appointment shall be based upon substantial medical evidence, which shall, if the faculty member so requests, be reviewed by the Committee on Faculty Status before a final decision is made by the President.
- c. 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 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

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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.

d. Lack of Adequate Performance.

- (1) 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. Dismissals may be made for reasons of misconduct or dereliction of duty such as violations of the legitimate rules and regulations of the College and convictions of violations of law constituting a felony or any crime involving moral turpitude. Notices of dismissal shall be in writing. Threat of dismissal shall not be used to restrain faculty members in their exercise of academic freedom or of the rights of American citizens.
- (2) A dismissal 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 [see (3) below] or, subsequent to dismissal by the President, through the General Faculty Committee to the Faculty Grievance Committee (see Section I.B and C).
- (3) Dismissal of a faculty member with tenure, or dismissal of a faculty member with a special or probationary appointment before the end of the specified term, 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. The President or a delegate of the President shall present a written statement of charges, framed with reasonable particularity, to the Committee on Faculty Status and to the faculty member.

The Committee on Faculty Status may suggest alternatives to dismissal. These alternatives are not binding upon the individual or the President. Thereafter, the faculty member may submit the case to the Faculty Grievance Committee via the General Faculty Committee.

5. NOTICE OF TERMINATION

All notices of termination shall be in writing.

If the appointment is terminated before the end of the specified term, the faculty member shall receive salary or notice in accordance with the schedule of notice to which he or she is entitled. If the faculty member has tenure, the term of notice shall

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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.

6. SUSPENSION

All notices of suspension shall be in writing.

A suspension which is intended to be final is a dismissal, and shall be dealt with as such.

Until the final decision to terminate an appointment has been reached, the faculty member shall be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to himself or herself or to others is threatened by continuance. Suspension is appropriate only pending a hearing by the Committee on Faculty Status that involves the Department Head, the School Dean, and the Vice President for Academic Affairs. From this hearing, the Committee on Faculty Status will provide a recommendation for or against suspension to the President.

Salary and benefits shall continue during the period of suspension.

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

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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."

H. WORKLOAD

- 1 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

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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

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General faculty meetings are held at least two times a year at the call of the Vice President for Academic Affairs. 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

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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. WORKING CONDITIONS

1. PATENT AND COPYRIGHT POLICY

a. PATENT POLICY

- (1) The College recognizes that the purpose of college research is to seek and make available new knowledge for the good of all, and not to invent for profit. It is also recognized that in relatively rare instances a patentable invention may be developed in the course of college research. In such cases it is in the best interests of the College and of the public that patents should be obtained and administered in order that such inventions may be usefully developed and that the net proceeds may be devoted to support the College's research programs. Questions as to patentability and patenting shall not be allowed to delay prompt publication of the results of college research; rather, all concerned shall cooperate to the end that all applications for patent shall be made at the appropriate time. To this end, all inventions resulting from College research shall be promptly disclosed to the proper College officials.
- (2) All patentable inventions made by faculty members utilizing College facilities shall belong to the College, and the inventor or inventors shall make application for patents thereon as directed by the College and shall assign such applications or any patents resulting therefrom to or as directed by the College. However, a patentable invention made by a faculty member wholly on his or her own time and without the use of College facilities shall belong to the individual, even though it falls within the field of competence relating to his or her College position.
- (3) With respect to any patent obtained by or through the College or assigned to or as directed by it in accordance with the foregoing provisions, the College, in recognition of the meritorious services of the inventor and in consideration of his or her agreement that the invention shall belong to the College, shall make provision entitling the inventor, his or her heirs, or legatees to a nonassignable share in any proceeds from the management and licensing of such patent to the extent of (a) fifty percent of the first \$3000 gross royalty paid under the patent and (b) thirty-five percent of the gross royalty in excess of \$3000.

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b. COPYRIGHT POLICY

Generally the faculty members of the College shall retain all rights to copyrights and published written works produced by them. However, in cases where persons are employed by the College or directed within the scope of this employment to produce specific work subject to copyright, the College shall have the right to publish such work without copyright or to copyright it in its own name. The copyright shall also be subject to any contractual arrangements by the College for work in the course of which the writing was done. Faculty members shall be expected not to allow the privileges to write and retain the right to their work to interfere with their College duties. In those cases where an author desires the use of College facilities, arrangements should be made in advance with respect to the assistance which may be appropriately given and the equity of the College in the finished work.

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III EVALUATION SECTION

A. EVALUATION OF TEACHING FACULTY

1. BASIS FOR TEACHING FACULTY EVALUATION

Evaluation of faculty members shall be based on:

- * Performance in teaching
- * Scholarship
- * Service to the College

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. The faculty member is required to present to the Committee on Faculty Status the administrative evaluations as defined in Section III.B.2 of the Faculty Handbook, together with some documentation of formal systematic evaluation of teaching performance which shall include student evaluations and may include self-evaluations as well. The following list contains examples of other documentation which a faculty member may choose to present. 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 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
- * Any new approaches to teaching his or her subject matter
- * Curriculum development: new course proposals and outlines
- * Outcomes assessments
- * Peer evaluations
- * Substantial revision and updating of course materials
- * Written statements from students addressing the subject of teaching performance

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

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activities or work in this area could include the following, presented in alphabetical order and with no priority implied:

- * Articles in books of readings
- * Book chapters
- * Case studies published, or presented at professional meetings
- * Competitive paper submissions
- * Creative activities and works
- * Editorial and program review activities
- * Memberships and significant activity in scholarly or professional associations
- * Presentations at meetings of professional associations
- * Publications in refereed journals
- * Published texts and books
- * Research grants and fellowships

c. SERVICE TO THE COLLEGE

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.

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.

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- (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, a faculty member, in conjunction with his/her Department Heads, Dean(s), and the Vice President for Academic Affairs shall adopt in writing the standards that shall govern that faculty member's tenure, promotion, and three-year review procedures. These approved standards must be kept in the Vice President for Academic Affairs office and in the personnel file of the faculty member.

- (4) 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.

- (5) 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.
- (6) For considerations other than tenure, Departmental Standards in effect at the time of consideration will apply.
- (7) Each department shall review its standards at least once every five years.

B. PROCEDURES FOR REVIEW OF 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.

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- 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 the Assistant Dean to conduct the evaluation. If the School Dean and the Assistant 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. 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.
- d. 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.

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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.

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.

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- f. All faculty members shall administer student evaluations in each of their classes every semester. 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

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. 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 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.

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- 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.

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- (2) The librarian needs to remedy certain deficiencies in performance of his/her responsibilities.
 - (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 committee requests that a terminal contract be offered (with reason given).
- b. 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).

D. PROMOTION AND TENURE

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.

E. FACULTY DEVELOPMENT 1

SABBATICAL LEAVE

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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. Faculty members who hold the professional ranks of Professor, Associate Professor, or Assistant Professor and who have completed at least six consecutive years of teaching service within the College or who, if they previously have had a sabbatical leave, have completed at least six consecutive years of 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, by 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 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 at least one year in advance of the effective date of the leave in accordance with the schedule published by the Vice President for Academic Affairs. The rate of compensation is a maximum of the full base salary for leave of one semester or a maximum of 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

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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 shall be made to the Vice President for Academic Affairs through the Department Head and School Dean.

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. When a faculty member is an active officer of an academic association, the College shall provide travel expenses unless they are provided by the association. In particular cases and on the basis of contributions to the conference and of the prestige of Siena College, the College shall pay all transportation costs and half the subsistence costs. If the attendance of a faculty member at a conference or professional meeting is a matter of personal professional value rather than of prestige to the College, the College shall pay only transportation costs. Such expenses shall be budgeted in advance in school budgets.

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. Individual membership in professional and educational organizations is interpreted as an expression of the scholarly interest of the faculty member and shall be financed by him or her beyond the first membership. The College shall pay for the first membership of full-time faculty, provided that it does not exceed \$125.00.

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

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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.

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IV SALARY AND BENEFITS SECTION

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:

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- 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.

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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.

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(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.

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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

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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 pan 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

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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

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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**.