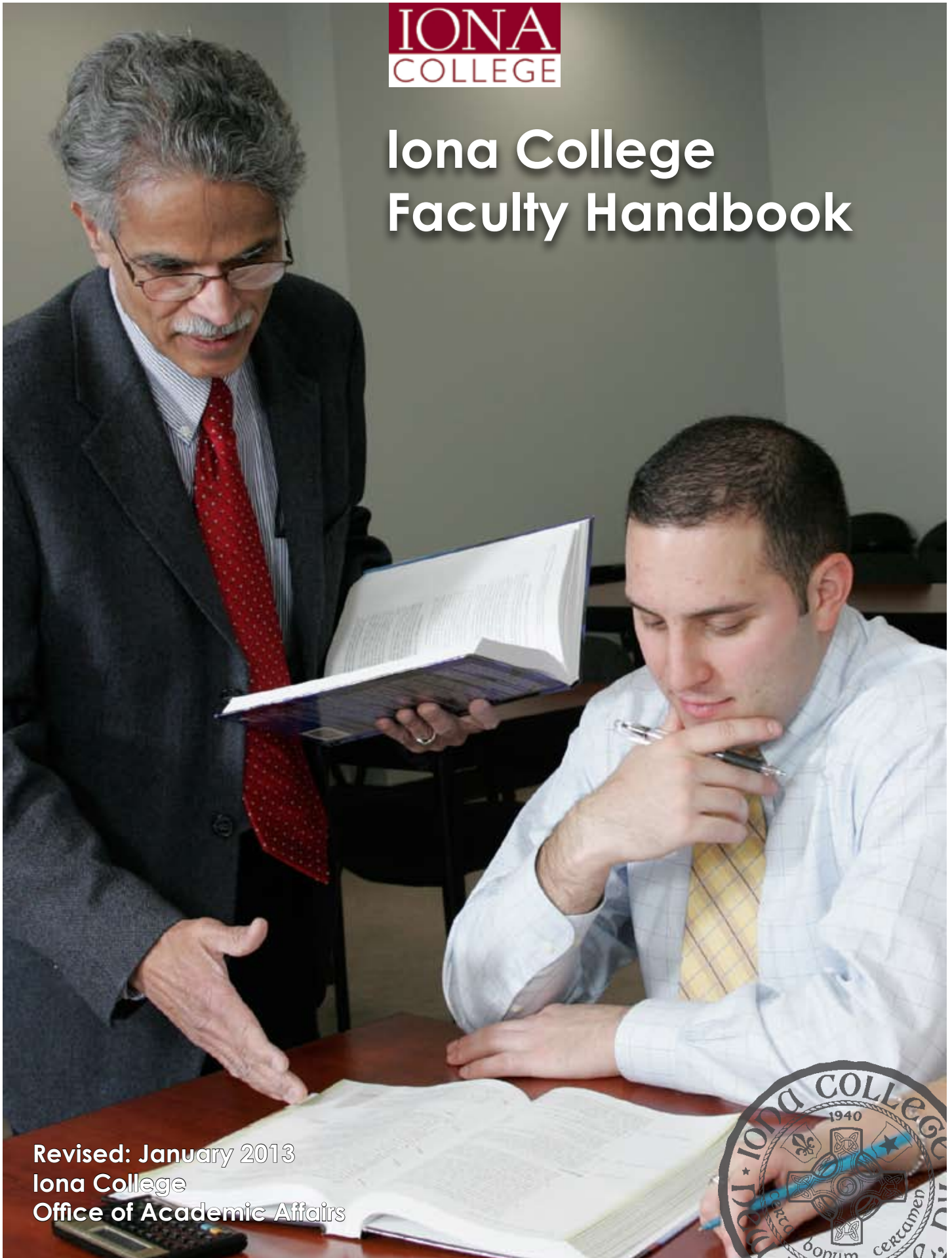




Iona College Faculty Handbook



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Iona College
Office of Academic Affairs



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IONA COLLEGE

MISSION STATEMENT

Iona College is a caring academic community, inspired by the legacy of Blessed Edmund Rice and the Christian Brothers, which embodies opportunity, justice, and the liberating power of education.

Iona College's purpose is to foster intellectual inquiry, community engagement, and an appreciation for diversity.

In the tradition of American Catholic Higher Education, Iona College commits its energies and resources to the development of graduates recognized for their ethics, creativity, and problem solving abilities; their independent and adaptable thinking; their joy in lifelong learning; and their enduring integration of mind, body, and spirit.

(Adopted May 2, 2012)

CHAPTER 1

FACULTY

1.1 The Faculty

All appointments to the faculty are made by the President of the College through his designee, the Provost/Vice President for Academic Affairs, who receives recommendations from the appropriate dean and the respective departmental head. Before making any recommendation, the departmental head must consult with the tenured members of the department, or, if there are no such, the more senior members of the department.

In any given year the faculty consists of:

- Those with regular faculty status.
- Those with clinical faculty status.
- Those with adjunct status who have a part-time teaching assignment.
- Those who have visiting faculty status for that year.
- Those with emeritus status who are teaching part-time that year.

1.2 Regular Faculty Status

The term "regular faculty status" refers to that special standing in the College community of those who are assigned the rank of professor or associate professor or assistant professor or instructor, and who are subject to review by the Committee on Rank, Tenure, and Awards for contract renewal or promotion, and who hold a current full-time faculty contract with the College.

Faculty appointed to tenure-track positions at the College will, ordinarily, be appointed at the rank of Assistant Professor in accordance with section 1.3.1.

Ordinarily, only those with full-time teaching responsibilities are eligible to hold a faculty contract. In special cases, the President may offer a faculty contract for a position in which the person will perform a mixture of administrative and teaching responsibilities (ordinarily, this should include teaching at least two sections in an academic year), after consultation with the Committee on Rank, Tenure, and Awards.

Faculty status gives the person active and passive voice for purposes of Faculty Senate membership or departmental actions, and eligibility for tenure.

1.3 Faculty Ranks

1.3.1 Criteria

The basic criteria for being granted the various academic ranks are as follows:

Instructor: The master's degree or its equivalent in academic or professional accomplishment is required. Unless such degree or its equivalent is considered terminal by professional or accrediting agencies, the faculty member should be enrolled in a program leading to terminal qualification or a degree in the area of specialization.

Assistant Professor: Ordinarily, the attainment of the doctoral degree or its equivalent qualifies one for appointment or promotion to the assistant rank. In those professional fields where the attainment of a doctoral degree is uncommon, appointment or promotion to this rank presupposes a superior record of research, experience or achievement. Also to be considered are the terminal qualifications for undergraduate teaching (as stipulated by the appropriate national agencies) which are normally required in professional fields. In special circumstances, an individual who has impressive qualifications may be appointed or promoted to this rank without having met the formal requirements. The rank of Assistant Professor will be retained throughout the pre-tenure probationary period.

Associate Professor: The following qualifications are normally required for appointment or promotion to this rank: an earned doctoral degree or its acceptable equivalent in the field of specialization; an established record of proficient teaching; evidence of scholarly research, publication and creative work; committee work, and significant service to the College community. In those professional fields where the attainment of a doctoral degree is uncommon, appointment or promotion to this rank presupposes superior service as assistant professor and a suitable record of research, experience or achievement. Faculty members hired on a tenure-track as Assistant Professors will receive automatic promotion to Associate Professor upon a favorable tenure decision. This promotion will become effective at the beginning of the following academic year. Ordinarily, promotion to Associate Professor will not occur prior to the tenure decision.

Professor: Full professors are required to be teachers and scholars of outstanding ability and achievement who have normally completed at least ten years of full-time college teaching with a minimum of four years in the rank of associate professor at the time of application. A professor should possess and be able to demonstrate in an exceptional manner the requirements of the rank of associate professor and should have a substantial and continuing record of academic growth that includes both teaching and scholarly contributions.

1.3.2 In addition to meeting the basic criteria for appointment and promotion to the various academic ranks, candidates are expected to have fulfilled the duties and services of a full-time teaching faculty member in a collegial fashion as detailed in Chapter 9 of the Faculty Handbook. Other factors that must be considered are professional degrees and licenses; evidence of sincere interest in the objectives of the College and its programs; interest in the general welfare of its students; active participation in activities of learned and professional societies; participation in departmental affairs; work with student organizations; directing students to noteworthy achievements; serving on various school and College committees when appointed or elected; and, in the senior ranks, reputation and recognition among professional colleagues and in academic circles.

1.3.3 Academic and/or professional achievements that had led to the appointment or promotion to the present rank may not be claimed when applying for promotion to a higher rank.

1.4 Clinical Faculty

A limited number of full-time faculty may be hired on non-tenure track, long-term renewable contractual appointments. Time in this position will not be transferable to a tenure track line. Faculty who have been originally hired on a tenure track appointment will not be eligible for this position.

1.4.1 Term of Appointment

The initial term of appointment is two years.

After the initial appointment, the faculty member may be offered renewable contract extensions. The term of each extension shall not exceed three years.

1.4.2 Evaluation

The dean and department chairperson will evaluate the faculty member yearly.

The basis of the evaluation will be teaching, scholarship/professional activity, and service.

- Scholarship/Professional Activity evaluation will be based upon a Professional Development Plan filed with the Dean.

- Service will be defined at the time of hire and may be revised at contract renewal.

RTA will evaluate the faculty member for contract renewal.

1.4.3 Rank

Lecturer

Senior Lecturer

Initial rank will be determined at the time of hire. Promotion to the rank of Senior Lecturer usually requires five years at the Lecturer rank. The application for promotion in rank will be reviewed by RTA.

1.4.4 Committee Membership

Committee membership will be determined by the by-laws of the College Council. Clinical Faculty serving on the Academic Affairs Committee may not serve on grievance subcommittees that arise out of RTA decisions.

1.5 Librarians with Faculty Status

1.5.1. Librarians may hold faculty status and rank and may be classified as Instructor, Assistant Professor, Associate Professor or Professor.

1.5.2 The basic criteria for holding the various academic ranks by librarians are as follows:

Instructor: For appointment to this rank a master's degree from an American Libraries Association accredited program is required. By the end of the fourth contract year, the librarian must be enrolled and actively pursuing studies toward a second graduate degree in the professional or an academic area.

Assistant Professor: In addition to the aforementioned master's degree, on-going study toward a second graduate degree in the professional or academic area is required. The candidate should have three to five years of successful library experience, or full-time college teaching, or some satisfactory combination of both, and should show proficiency in performing library assignments.

Associate Professor: In addition to the requirements for the rank of assistant professor, the candidate must have a doctoral degree with seven years of satisfactory professional library experience, or full-time college teaching, or any combination of both; or must have a

master's degree in library science supported by a master's degree in some other field with nine years of professional library experience, or full-time college teaching, or any combination of both. There must be evidence of sustained competency in performing library assignments and the capacity to deal with the more complicated problems of librarianship.

Professor: For this rank the librarian should possess and be able to demonstrate in an exceptional manner the requirements of the rank of associate professor. A doctoral degree is required; not less than ten years of professional library experience or full-time college teaching or any combination of both is required; also, there must be evidence of superior competency in library assignments and the capacity to deal with the most complicated problems of librarianship.

1.6 Adjunct Faculty

Based upon the individual's professional qualifications and, where appropriate, ranking at another institution of higher education, academic titles such as lecturer, adjunct assistant professor, adjunct associate professor and adjunct professor will be awarded. Adjunct faculty may be promoted in rank upon the recommendation of the departmental head to the dean, subject to the approval by the Provost/Vice President for Academic Affairs. Adjunct faculty are ineligible for tenure, for participation in the College fringe benefit program, or for voting rights within academic departments or programs.

1.7.1 Visiting Faculty

Individuals may be appointed as Visiting Faculty with appropriate rank, to teach full time. Visiting faculty normally hold rank at another collegiate institution to which they will return at the conclusion of their stay at Iona. Such appointment is for a one year period or less. Visiting faculty are not reviewed by the Committee on Rank, Tenure and Awards, nor do they have voting rights. Should Visiting Faculty be appointed to regular faculty status, a full year spent as Visiting Faculty counts toward tenure and time in rank for promotion.

1.7.2 Temporary Appointments

For a variety of reasons, including lack of time to complete a thorough search, uncertainty about the viability of a program, etc., individuals may be appointed to the faculty on a temporary basis. Such status is clearly stated in the letter of appointment. Temporary status is for one year or less. It may not be extended beyond a third year. Should faculty on temporary status be appointed to regular faculty status, full years spent on temporary appointment count toward tenure and time in rank for promotion. When a faculty member on temporary appointment is not continued past the time period for which the faculty member is appointed, the reason given is that the time of appointment has expired as stated in the letter of notification.

1.8 Emeritus Rank

The title of Emeritus is a distinctive title conferred by the College, awarded for exceptional performance in teaching, scholarship and service. Ordinarily, nominees for this rank should be those who intend to pursue in retirement continued involvement in academic life. This rank may be awarded to retiring/retired full-time faculty members through the process outlined below:

- i. A retiring/retired full-time faculty member must be nominated by the appropriate Dean, departmental head, or tenured member(s) of the departmental faculty, ordinarily within one year of retirement. The nomination must be presented to the department chair and to the Committee on Rank, Tenure, and Awards, and must explain the reasons for awarding the title. Such nominations must be made to the Committee on Rank, Tenure, and Awards by 15 September each year.
- ii. The Committee on Rank, Tenure, and Awards will then determine whether the nominated faculty member qualifies for consideration and, further, agrees to be considered. The nominated faculty member will ordinarily hold the rank of full professor and will ordinarily have completed at least twenty years of full-time service at Iona College. The faculty member will supply the Committee with a current vita.
- iii. The above criteria being met, the Committee on Rank, Tenure, and Awards will then invite the Dean, the departmental head, and tenured members of the department to comment on the candidate's record of scholarship, teaching and service, and to judge whether that record merits the award of this distinct honor. Such evaluations must reach the Committee by 15 October.
- iv. Having considered all responses and judgments, the Committee on Rank, Tenure, and Awards will make its own judgment and, by 15 November, forward its recommendation to the Provost/Vice President for Academic Affairs.

The holder of the Emeritus rank shall have the following rights:

- i. having his or her name listed in the College catalog and in published faculty rosters.
- ii. access to the same research, supportive and recreational facilities as the College is able to provide to its active faculty, on identical terms. This includes library services, mail-room and parking privileges, information technology services, and, where feasible, use of departmental offices.
- iii. participation as a faculty member in convocations and commencements.
- iv. participation in College, school or departmental meetings, without voting rights.

The holder of the Emeritus rank has further the privilege to teach on a part-time basis course(s) of his or her choice if such teaching is in the interest of the appropriate department and if approved by the departmental head and the dean or director. Emeritus Professors will be compensated at the overload rate paid to full-time faculty teaching at that rank. Further, the Emeritus Professor may be invited to serve as a consultant on an ad hoc basis to various committees.

It is emphasized that the rank of "Emeritus" is a privilege and is based solely on the merit of the individual who has retired, as judged by the Committee on Rank, Tenure, and Awards, the Provost/Vice President for Academic Affairs, and the President.

1.9 Professional Responsibility

At Iona there exists a strong tradition concerning the importance of teaching and of service to students and to the College overall. The faculty are urged to strive towards excellence in the profession of teaching, and to seek the counsel of colleagues and the evaluations of their students on a regular basis. Concern for the students and availability to them outside of class have long been hallmarks of the Iona College faculty.

Faculty members are expected to profess their ideas and guide their actions in such a manner as to command respect for their character, their scholarship, and their objectivity. When they speak or write publicly, they should leave no doubt as to whether they speak as private citizens exercising their constitutionally guaranteed freedom of speech, or as members of a learned profession, or as representatives of the College, as detailed in 1.14.

They should devote themselves to scholarship and to the interest of the students' intellectual welfare by striving for the highest level of scholarly achievement and by keeping abreast of developments in their particular fields.

They must remember that the maintenance of good academic standards demands a very high level of preparation and teaching. Only then can the requirements imposed upon the student be administered fairly. The placing of high ideals and standards before the minds of the students stimulates them to greater accomplishment and redounds to the advantage of each student, faculty member and the College.

Tenured faculty members have a unique obligation to participate in the evaluation and mentorship of their junior colleagues.

Faculty members are expected to maintain the highest standards of ethical conduct.

1.10 Faculty Performance

In order for Iona College to ensure that professional responsibilities, as outlined in Section 1.9, are being met by all faculty, the deans have the authority and responsibility to collect and evaluate information annually from all faculty. This information is to include, but not be limited to, the annual activity reports submitted by faculty to the deans and department chairs, student evaluations conducted in all classes, and letters of commendation or complaint (excluding those which are submitted anonymously).

If a dean becomes aware of unusual circumstances, behaviors or omissions involving a faculty member, the dean and department chair have the authority and responsibility to investigate and to assist the faculty member, when warranted, to improve his/her performance relative to the expectations outlined in the Faculty Handbook. In such instances, the dean, chair and faculty member will work together in a collegial and constructive manner to prepare a faculty development plan outlining performance improvement goals, strategies, and a timeline. Such strategies may include, but are not limited to, mentoring by colleagues and the dean's discretionary use of faculty development funds.

Should performance improvements fail to be realized, the dean may seek remedies available under the Faculty Handbook.

1.11 Patent Policy

All patents granted as the result of institutionally supported research and developed on the work schedule program of all salaried employees become the property of the College. If the College waives this right in writing, the patent becomes the property of the faculty member.

Patents awarded for projects developed in institutional facilities but under the support of an outside agency become jointly the property of the institution and supporting agency; if either of them waives the right to the patent as mentioned above, the other agency will become the sole owner of the patent. If both waive the right, the developer(s) may retain it. Patents awarded for work and development done on faculty's own time and expense become the property of the individual faculty member(s).

1.12 Online Ownership Policy

1.12.1 Scope: The policy applies to all Internet-based materials.

1.12.2 Ownership: Ordinarily, any videotaped, audiotaped, or otherwise electronically captured performances of a faculty member's instruction shall remain under the sole ownership of the faculty member. Faculty will also retain, as intellectual property, sole ownership of any instructional materials created explicitly for use on the course site, including video, audio, PowerPoint, or textual materials. Joint ownership between the faculty member and the College does not exist unless the product is prepared as a work for hire under a mutual and signed written agreement between a faculty member and the College.

1.12.3 Rights of Use: Faculty members are encouraged, in the spirit of collegiality, to share the materials and courses they develop with their colleagues at the College. While employed at the College, the faculty content developer will have exclusive right to utilize the online course materials. Utilization of these materials by others will be allowed only with the express written consent of the content developer. The faculty member who develops an online course, or online modules of a hybrid course, is free to take the course to another institution if their employment with Iona College ends. When the faculty member who has been teaching an online course is no longer assigned to teach that course or, for whatever reason, ceases to be employed by Iona College, he or she can remove or direct to be removed from the online course site the instructional materials defined above (see Ownership) as being owned exclusively by the faculty member. Faculty members are free to take this material to another institution if their employment with Iona College ends. The College does not claim any right to retain or utilize these materials without the express written approval of the faculty member who develops them.

The College retains ownership and full rights to utilize the course title, syllabus, catalog description, and links to public sites and library database sources.

1.12.4 Conflict of Commitment: As stipulated in the Iona College Faculty Handbook, 1.13

1.13 Conflict of Interest and Conflict of Commitment

Members of the faculty with a full-time faculty contract are expected to have as their principal occupation and occupational interest the teaching of their classes and the carrying out of other assigned duties. It is the responsibility of the faculty member to insure that outside commitments do not interfere with the fulfillment of his or her responsibility to Iona College. The immediate supervision of this commitment is the responsibility of the departmental head under the direction of the dean.

1.14 Academic Freedom

Iona College subscribes to the AAUP's statement of principles on academic freedom, which includes the following:

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 authorities of the institution.

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

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.

In accordance with Section 3002 of the Education Law of the State of New York teachers must pledge that they will support the Constitution of the United States of America and the Constitution of the State of New York, and will faithfully discharge their duties according to the best of their ability.

CHAPTER 2**CHAIRS OF DEPARTMENTS****2.1 Term**

Chairs are appointed by the Provost/Vice President for Academic Affairs for a period of three years, commencing on July 1 and ending June 30. The appointment ceases should the appointee's contract with the College be terminated. If for any reason a department chair resigns or is to be absent from the College for an entire academic year that chair's term will be considered expired, and balloting for the chair's successor is to be conducted as quickly as possible. If the absence is for less than an academic year, he or she is to be replaced for that time by an acting chair who will be appointed by the Provost/Vice President for Academic Affairs after consultation with the department faculty. The department may on a two-thirds vote of the full-time faculty of the department recommend that the Provost/Vice President for Academic Affairs consider the termination of a chair's appointment.

2.2 Qualifications

In all but special circumstances, to be eligible for appointment to the position of departmental chair a faculty member must have completed three full years of full-time teaching at Iona before the date of appointment and achieved the rank of assistant professor or above. Ordinarily, all chairs of departments shall have the training equivalent to that presupposed by the degree of Doctor of Philosophy or the appropriate terminal degree. Only in very special circumstances will the Provost/Vice President for Academic Affairs appoint a faculty member who does not meet these requirements. Ordinarily, no faculty member will serve as department chair for more than two consecutive terms. Ordinarily, a chair who has served two consecutive terms is eligible for reappointment provided that one 3-year term has elapsed since the completion of the two consecutive appointments.

2.3 Election of Department Chair

Full-time faculty members within the department who have completed one year of full-time teaching at Iona before the date of voting are eligible to vote for department chair. The members of the department, after consultation with the dean of the school, and review of performance assessments, if any, are to make their recommendation to the Provost/Vice President for Academic Affairs according to the following procedure:

- (i) The voting for recommendation is to take place at a department meeting. The chair of the department shall notify in writing all members of the department at least two weeks prior to the meeting.
- (ii) The chair shall have prepared ballots on which are listed the names of all the faculty eligible for the position of chair.
- (iii) Selection of the chair by the department members shall be by secret ballot. At the meeting called for this purpose, each faculty member eligible to vote shall check the name of the individual he or she considers suitable for the position of chair.

- (iv) The ballots are to be collected and tabulated by two members of the department faculty selected by the members of the department. The results are to be announced to the faculty members present. The Department shall recommend the person receiving a majority of the votes cast by the full-time voting members of the department. The department's recommendation in writing and the ballots are to be submitted to the Provost/Vice President for Academic Affairs as soon as possible thereafter.
- (v) Any eligible faculty member who cannot be present at the meeting may submit his or her vote to the chair prior to the meeting in a sealed envelop(e) which shall bear the faculty member's signature.
- (vi) Balloting for the department chair should normally take place prior to February 15. Notification of the appointment will be made during the first week of March, the appointment to become effective on July 1 of the same year.
- (vii) After reviewing the department's recommendation the Provost/Vice President for Academic Affairs, in consultation with the Dean of the appropriate school, will appoint the chair. It is understood that in all but the most extraordinary circumstances the Provost/Vice President for Academic Affairs shall confirm the choice of the faculty as chair of the department. Should the Provost/Vice President of Academic Affairs not confirm the choice of the department, the Provost will meet with the faculty of the department to inform them of the reasons for this action and a new election will be scheduled immediately.

2.4 Duties and Responsibilities

- (i) In all matters of department policy the chair shall consult with the department faculty and represent the majority opinion and belief of the department.
- (ii) Courses and teaching schedules are developed by the chair subject to the approval of the dean. The chair shall consult with the department and the dean in constructing the schedule of the department and shall take into consideration the varied talents of the faculty, the requirements of the majors and other areas of the College served by the department. At the designated times, the department chair shall submit to the appropriate administrator faculty schedules for the academic year. The chair should assign these schedules as efficiently and economically as possible, without diluting the quality of instruction.
- (iii) The chair shall prepare the agenda for and preside at department meetings. He or she shall forward the minutes of all meetings to the department faculty and upon request to the appropriate administrative offices.
- (iv) In matters of contract renewals, tenure, promotion, leaves of absence, Iona College fellowships, etc., the chair and tenured members shall submit their reports in accordance with the procedures established by the Committee on Rank, Tenure, and Awards.
- (v) The chair shall remind all contractually obligated members of their department of their responsibility for continued study for the doctorate or its departmental equivalent. Because the College puts a priority on active membership in learned societies, research,

publication and completion of the doctorate (where appropriate), the chair shall endeavor to give schedules that enable faculty members to engage in such activities.

- (vi) The chair shall attempt to provide teaching schedules which permit department members to participate in department, school, and college-wide committees and other activities.
- (vii) The chair is responsible for supervising the hiring process for all department faculty, tenure-track, clinical-track, non-tenure track, and adjunct. The chair shall consult with the department faculty and implement the search and selection procedure agreed upon by the department before making a recommendation to the Dean. Non-faculty hires are the responsibility of the chair who may decide to consult with interested members of the department
- (viii) The chair, with the aid of department faculty, shall supervise the programs of students majoring and minoring in the subject matter of the department and be available at scheduled times for academic advisement. Additionally, the chair shall take reasonable steps to consult with students and keep them informed on policies and developments in the field of study and department.
- (ix) The chair shall implement and maintain an assessment program developed and agreed upon by the department faculty and cooperate with the chairs of other departments and the deans as required.
- (x) The chair shall oversee the revision and development of courses and programs as needed. The chair shall work with the dean and other appropriate academic offices to implement these revisions.
- (xi) The chair is responsible for maintaining and providing accurate, timely, and complete course and program descriptions in both print and on-line catalogs.
- (xii) The chair shall serve as a member of the Curriculum Committee, Chairs Committee and, when applicable, the Graduate Council of the school in which the department exists.
- (xiii) The chair shall manage the department budget.
- (xiv) The chair shall provide information contained in department files to appropriate administrative offices when needed.
- (xv) The chair shall assist the admissions team by providing information and materials when needed and by assuring department representation at open houses and other events.
- (xvi) The chair shall work with the library staff to ensure that the library holdings meet the needs of the department faculty, programs, and students to the degree budgetary restrictions allow.
- (xvii) The chair shall maintain all appropriate department records. These records should minimally include: Student records, Personnel folders, Quinquennial reviews, Annual

Reports, Budget Reports, Syllabi, Faculty Load Sheets, Course Offerings by Semester/Trimester, Minutes of Chair/Curriculum/Graduate Council (where appropriate) Meetings, Minutes of Departmental Meetings. By the end of the third full week of each semester the chair shall submit updated syllabi and faculty schedules (including office hours) to the appropriate administrators.

- (xviii) The chair shall submit nominations for student awards, medals, and honor societies when requested.
- (xix) The chair, or representative, shall attend commencement, Fall and Spring convocations, and Fall and Spring honors convocations.
- (xx) During the months of July and August the chair, or representative, shall be available to accomplish the necessary administrative duties that arise. These duties include advisement, schedule modification, staffing, placement, and transcript review. The chair, or representative, shall also be available on the first day of summer sessions.
- (xxi) If a faculty member becomes ill for an extended period of time the chair, in consultation with the dean, will make arrangements for coverage or re-scheduling of the classes.

2.5 Compensation

- (i) Compensation for chairs shall begin on the day they assume the responsibilities of the chair, July 1 and cease at the end of their appointment.
- (ii) The compensation for a chair shall be the equivalent of 12 credits of released time each academic year. These twelve credits can be taken in any combination of course remission and/or stipend. Ordinarily a chair will not teach an extra course for the purpose of overload. These compensation arrangements are subject to the approval of the dean of the school in which the department is located. The stipend, if any, shall be paid at the current rate of compensation for stipend bearing activities. This rate will be reviewed regularly and will change when the rate for stipend bearing activities changes.
- (iii) Chairs will be compensated for their responsibilities during the months of July and August by receiving a stipend paid at the current rate of compensation for stipend bearing activities. This rate will be reviewed regularly and will change when the rate for stipend bearing activities changes.
- (iv) Departments with a large number of FTE's, a large number of majors, a large number of programs administered, or other special responsibilities may be entitled to assistant chairs, subject to the approval of the Dean.
- (v) Each assistant chair or program coordinator of a large department will ordinarily receive compensation equivalent to two course remissions, or an equivalent stipend, per academic year. If warranted, in special circumstances, an assistant chair may receive a summer stipend in an amount to be determined by the Dean.

2.6 Assessment of Chairs

- (i) An annual review of the chairs will be carried out by the office of the Provost. These reviews will include input from faculty, students, and administrative offices. The intended purpose of these reviews is to provide the chairs with information, guidance and to ensure the quality of academic administration.
- (ii) The faculty review shall gather information concerning the manner in which the chair has performed the duties of the office during the previous academic year. This questionnaire will focus on duties i, ii, iii, iv, v, vi, vii, viii, ix, xi found in section 4, Duties and Responsibilities, of this chapter of the Handbook.
- (iii) The administrative office review shall gather information concerning the manner in which the chair has performed the duties of the office during the previous academic year. The questionnaire administered to the Dean's office will focus on duties ii, xii, xiii, xiv, xvi while the questionnaire administered to the Provost's office will focus on duties ix, xi, xiv, xv, xvi found in section 4, Duties and Responsibilities, of this chapter of the Handbook.
- (iv) The results of the assessment will be distributed to individual chairs and the deans and reviewed with the Provost. If a chair receives a poor performance evaluation, the Dean and Provost will discuss the evaluation with the Chair and faculty of the Department, and steps will be taken by the Office of the Dean to remediate the problem. If after remediation a second poor performance evaluation is received, the Dean and Provost, after consulting with the Department Faculty, may petition the Committee on Academic Affairs for the removal of the Chair.

2.7 Support Services for Chairs

In order to assist the Chairs in fulfilling their roles and responsibilities efficiently and effectively the following support services will be provided by the administration.

- (i) At the beginning of each academic year the chairs shall be provided with a list of dates on which each of the following will be due:
 - Annual Report of the department
 - Faculty Load sheets for each term
 - Initial list of course offerings for the academic year
 - List of special session course offerings for the year
 - Reappointment/Appointment Forms for each term
 - List of faculty to be reviewed for Reappointment or Tenure.
- (ii) At the beginning of each academic year the chairs shall be provided with a list of dates on which each of the following will occur:
 - Chairs Meetings
 - School Curriculum Meetings
 - Graduate Council Meetings
 - Graduate Open Houses at New Rochelle and Rockland Campuses
 - Undergraduate Open Houses
 - Convocations

- Honors Convocations
 - In-Person Registration
- (iii) At the beginning of each academic year the chairs shall be provided the following student enrollment information:
- List of students majoring or minoring in the department. This list will include:
 - student name
 - ID number
 - number of credits completed in the Major/Minor
 - number of overall credits completed
 - GPA in Major or Minor (as appropriate)
 - overall GPA.
 - List of students that have graduated from the Department in the previous academic year (February, May, August). The following information will be provided for each graduate:
 - Degree Earned
 - GPA

CHAPTER 3 PROCEDURES FOR RENEWAL OF FACULTY APPOINTMENTS AND FOR ADVANCEMENT IN FACULTY RANK

3.1 Committee on Rank, Tenure, and Awards

The Committee on Rank, Tenure, and Awards is a standing committee of the College Council. Its function and membership are described in the Constitution of the College Council. It makes recommendations through the Provost/Vice President for Academic Affairs to the President of the College on tenure, contract renewals, and promotions; and to the Provost/Vice President for Academic Affairs on fellowships, leaves of absence, and awards.

The voting which takes place at the meetings of the Committee on Rank, Tenure, and Awards is by secret ballot. All recommendations to, and deliberations by, the Committee on Rank, Tenure, and Awards on contract renewal, promotion in rank, tenure, and awards are treated as strictly confidential. The Committee has a recommendatory function only; it transmits all of its recommendations on personnel actions to the President through the Provost/Vice President for Academic Affairs and on matters of policy to the College Council and the Provost/Vice President for Academic Affairs. The Provost/Vice President for Academic Affairs may also make a separate recommendation to the President at the time the Committee's position is forwarded. The President grants all promotions and contract renewals. (If the final decision does not concur with the Committee's recommendation, the President, or his designee, shall present to the members of the Committee the reasons for the decision.)

3.2 Renewal of Faculty Appointment

3.2.1 Ordinarily, in cases of renewal of faculty appointment, the faculty member is evaluated by (i) each tenured faculty member within the department, by means of a faculty evaluation form; (ii) the department head, by means of a faculty evaluation form or letter; (iii) the dean (or director) by letter; (iv) classroom visitors (see 3.2.2). In situations where there is no tenured faculty member in the department other than the department head, the dean and the department head will ask a tenured member of the faculty in an allied discipline to complete a faculty evaluation form and also to perform the classroom visitation required in 3.2.2. Those submitting either evaluation forms or letters should bear in mind that the following criteria will be of particular interest to the Committee on Rank, Tenure, and Awards:

- a. Teaching
 - (i) The faculty member has demonstrated the ability to impart information coherently and interestingly to arouse intellectual curiosity; and
 - (ii) has assisted formally and informally in the academic advisement of students; and
 - (iii) has demonstrated a willingness to propose and design new courses, or to revise existing courses.

b. Scholarship

- (i) The faculty member is working toward recognition within the field of knowledge through such activities as membership in professional and learned societies, lectures or delivered papers in academic or professional circles, publications or other recognized professional achievements;
- (ii) or, in the case of those not holding a doctoral degree, is making adequate progress toward an appropriate doctorate or equivalent terminal qualification from an accredited institution; in the case of librarians, they are working toward a second graduate degree in the professional or academic area.

c. Service

- (i) The faculty member has demonstrated a willingness to cooperate with colleagues on departmental matters, a willingness to accept difficult assignments, inconvenient teaching hours, or substitution for absent faculty; and
- (ii) has demonstrated a willingness to accept the task of advisor or moderator of co-curricular or extracurricular activities of students; and
- (iii) has manifested a willingness to serve on departmental, school or College committees when asked; and
- (iv) has complied with the regulations of the College and with the procedures for effective and orderly conduct of College affairs; and
- (v) has made appointment to the College the primary occupation, and has complied with the provisions of 1.9 and 1.13.

In all of these, consideration must be given to the spirit of collegiality with which these responsibilities and academic activities have been carried out.

In every completed form or letter of evaluation, those submitting an evaluation should include the following specific statement: "I do (or do not) recommend the contract renewal of this faculty member for the following reasons. . . ."

3.2.2 Ordinarily, classroom visitations will be made by the dean or the dean's designee, the department head, and a tenured faculty member (appointed by the department head and approved by the dean). The faculty member to be evaluated may choose to have classroom visitations by an additional faculty member of professorial rank approved by the dean. Each classroom visitor completes a classroom visitation sheet, a copy of which is given to the faculty member concerned, to the departmental head, to the dean, and to the chair of the Committee on Rank, Tenure, and Awards.

3.2.3 The departmental head's evaluation must include a summary of the student evaluations of the faculty member.

3.2.4 Faculty members who do not hold a terminal degree will submit a doctoral progress report form.

3.2.5. In a faculty member's first year of their initial two-year appointment to full-time regular faculty status employment, he or she will be evaluated by the department chair and dean for a one-year contract renewal. The recommendation for contract renewal will be made by the dean, in consultation with the department chair, and submitted to the Provost/Vice President for Academic Affairs.

3.2.6 In the faculty member's second year of full-time regular faculty status employment, he or she will be evaluated for a one-year contract renewal by the Committee on Rank, Tenure, and Awards. The recommendation of the Committee will be submitted to the Provost/Vice President for Academic Affairs.

3.2.7 In a faculty member's third year of full-time regular faculty status employment, he or she will be evaluated for a two-year contract renewal (years 4 and 5) by the Committee on Rank, Tenure, and Awards. The recommendation of the Committee will be submitted to the Provost/Vice President for Academic Affairs.

3.2.8 In the faculty member's fourth year of full-time regular faculty status employment, he or she will be evaluated for a two-year contract renewal (years 6 and 7) by the Committee on Rank, Tenure, and Awards. The recommendation of the Committee will be submitted to the Provost/Vice President for Academic Affairs.

3.2.9 In a faculty member's sixth year of full time-tenure service, he or she will be evaluated for tenure. (Chapters 3 and 4)

3.2.10 If a faculty member has been granted credit towards tenure at the time of hiring, this credit is applied to the beginning of the tenure calendar.

3.2.11 The deadlines for forwarding the required materials by the candidate and the evaluators are as follows:

November 1	third one-year contract renewal
November 1	fourth- and fifth-year contract renewal
April 1	sixth- and seventh-year contract renewal

Materials submitted by the candidate, evaluation forms or letters and classroom visitation sheets are to be submitted directly to the dean and to the chair of the Committee on Rank, Tenure, and Awards. These will be made available to the members of the Committee.

3.2.12 The faculty member will be notified by the President or his designee of the College's decision no later than:

December 15	third one-year contract renewal
December 15	fourth and fifth year contract renewal
June 15	sixth and seventh year contract renewal

3.3 Advancement in Faculty Rank

3.3.1 Faculty appointed to tenure-track positions at the College will, ordinarily, be appointed at the rank of Assistant Professor. Promotion to the rank of Associate Professor will be granted automatically upon a favorable tenure decision. Promotion to the rank of Associate Professor will ordinarily not be granted prior to the tenure decision (applicable only to faculty receiving tenure after September 1, 2005).

3.3.2 A faculty member seeking promotion should inform the department head by November 15 of the intention to seek promotion, and should file by that date an application for promotion with the dean or director of the program with copies sent to the departmental head and the chair of the Committee on Rank, Tenure, and Awards. The procedures for promotion are identical to those for renewal of faculty appointment, as outlined in 3.2.1 - 3.2.4.

3.3.3 Ordinarily, a faculty member may not apply for advancement in rank until the minimum length of time in current rank has been completed. Among the factors considered toward the granting of a promotion are the following: professional degrees; evidence of sincere interest in the objectives of the College and its programs and the general welfare of its students; demonstrated proficiency in teaching; and, in the upper ranks, evidence of research, creative work, publications, and reputation and recognition among professional colleagues in academic circles. Also given weight are such elements as the extent of teaching or other experience, active participation in learned societies, public addresses, participation in faculty and departmental affairs and committees, working with student organizations, directing students to noteworthy achievement, performing assigned administrative duties, and the spirit of collegiality with which these responsibilities and academic activities have been carried out. (See also 1.3 and 1.4)

3.3.4 The deadline for forwarding the required materials for promotion by the candidates and by the evaluators is December 15. The faculty member will be notified by the President or his designee of the College's decision no later than June 1.

3.4 Any faculty member who is being considered for renewal of appointment or who is applying for promotion has the right to submit any material which, in the faculty member's judgment, might affect the deliberation of the Committee on Rank, Tenure, and Awards. This includes his or her right to comment on class evaluations submitted by class visitors, professional accomplishments which, particularly in the case of contract renewal, might escape the attention of the Committee, or any other significant accomplishment.

CHAPTER 4**ACADEMIC TENURE**

4.1 Academic Tenure is understood to be continuing faculty appointment until resignation, death, voluntary retirement, or termination as provided hereinafter. A faculty member on a tenured appointment may be subject to dismissal for adequate cause or in compliance with the provisions outlined in Chapter 5 on account of financial exigency, change or discontinuation of institutional programs, or faculty redundancy.

4.2 Tenure is conferred by the Board of Trustees. The two basic considerations that shall guide all decisions to confer tenure are the needs of the College and the qualifications of the faculty applicant.

4.3.1 Tenure may be granted after a probationary period that shall not exceed seven years of service toward tenure. In computing the years in fulfillment of this seven-year probationary period, credit shall be given for all complete academic years of full-time teaching service at Iona, on a regular faculty contract, in the rank of instructor or higher. If a person ceases employment as a faculty member of the College without being granted a leave of absence by the Provost/Vice President for Academic Affairs, and later is re-hired as a member of the faculty, the probationary period of seven years begins again, unless credit is awarded in accordance with 4.3.3. For purposes of computing the probationary period leading to tenure, an academic year shall mean consecutive fall and spring semesters, commencing with fall.

4.3.2 Full-time teaching shall normally involve 24 credits/year undergraduate or 18 credits/year graduate in the Fall/Spring semesters or in the trimesters, while holding a faculty contract (this does not include a visiting faculty contract), reduced if released time has been granted for purposes of fulfilling some specific service assigned by the College.

4.3.3 Credit toward tenure may be given for full-time teaching in the equivalent rank of instructor or higher at other fully accredited institutions of higher education up to, but not exceeding, three years. The extent of such abbreviation, if any, shall be determined by the Provost/Vice President for Academic Affairs after receiving recommendations from the appropriate dean; this determination shall be stated in writing at the time of initial appointment to the College. In exceptional circumstances, the President may recommend tenure at the time of initial appointment.

4.4 No full-time faculty member shall be appointed beyond the seventh year of full-time teaching service with faculty status at Iona College unless a formal recommendation concerning tenure has been submitted by the Committee on Rank, Tenure, and Awards to the President, and tenure has been conferred by the Board of Trustees.

4.5 Full-time faculty members who have completed the established probationary period and for whom there is departmental need will have their record evaluated in the light of the following criteria. It is understood that the evaluation must also consider faculty members' demonstrated collegiality.

- a. Teaching
 - (i) They have demonstrated excellence in teaching and have shown promise of continued growth in classroom performance; and
 - (ii) they have assisted formally and informally in the academic advisement of students; and

- (iii) they have contributed to the design of new courses, or to the revision of existing courses.

b. Scholarship

- (i) They have obtained an appropriate doctorate or equivalent terminal qualification from an accredited institution no later than the date of tenure review by the Committee on Rank, Tenure, and Awards. In extenuating circumstances, the College may award tenure to a person who has not completed the terminal degree at the time the tenure review is conducted, on condition that the terminal degree be in hand by a specified date always before the date tenure takes effect. In the case of librarians, they have obtained a master's degree in library science and a second graduate degree in the professional or an academic area no later than the date of tenure review by the Committee on Rank, Tenure, and Awards; and
- (ii) they have manifested development as scholars by such activities as conducting, directing, or planning research projects, by participating in the activities of learned or professional societies, by lecturing or delivering papers in academic or professional circles, by publishing reviews, papers, or books, and by preparing proposals for grants, projects, or research activities.

c. Service

- (i) They have cooperated with faculty colleagues, have regularly attended departmental meetings, have helped with departmental activities, and have adequately fulfilled the responsibilities to which they were appointed at the College; and
- (ii) they have accepted, when appointed or requested, the tasks of advisors or moderators of co-curricular or extracurricular activities of students; and
- (iii) they have served, when requested, on departmental, school or College committees; and
- (iv) they have complied with the regulations of the College and with the procedures for effective and orderly conduct of College affairs; and
- (v) they have made their full-time appointment to the College their primary occupation, and have complied with the provision of 1.9.

Finally, they have shown the potential for fulfilling the qualifications for promotion to the higher ranks.

4.6 Faculty members who do not meet the above criteria for awarding tenure may be granted tenure only under exceptional circumstances. While, by very definition, exceptional circumstances cannot be spelled out comprehensively, the following guidelines should be considered:

- a. a faculty member must have demonstrated a record of superlative teaching and exceptional service to the College. This is the sine qua non condition for a faculty member to be considered as an exceptional case.
- b. Among the other factors that might be considered would be mitigating circumstances that might have prevented the completion of a terminal degree such as bona fide demonstrated problems beyond the control of the individual.
- c. The needs of the College must be considered in any application under exceptional circumstances.

4.7 With regard to the provision of 4.5.b.i, the Provost/Vice President for Academic Affairs upon the recommendation of the department and dean, may at times hire a person for a faculty position who has not obtained an appropriate doctorate or equivalent terminal qualifications from an accredited institution, and who does not expect to pursue such, but who brings other experiences or knowledge that the College values highly and needs at a particular time, and is willing to accept in lieu of the doctorate. Several advanced degrees in appropriate fields might be considered tenurable academic credentials. An extensive record of professional experience, achievement and recognition by peers combined with an appropriate master's degree(s) and professional certification(s) might also be viewed as evidence of tenurable academic credentials. In such cases, the faculty member must be informed at the time of appointment as a member of the regular (non-Visiting) faculty that her or his present credentials, perhaps with stipulated additional studies over the next years, will be recognized as replacing the requirement of an earned doctorate.

This provision cannot be applied in cases of a faculty member for whom it was not granted in the original letter of appointment as a regular (non-Visiting) member of the faculty.

CHAPTER 5 PROCEDURES FOR THE GRANTING OF TENURE

5.1 By September 15 of the sixth year of full-time service, each eligible faculty member will be notified by the Office of the Provost/Vice President for Academic Affairs that during that academic year the appointment will be reviewed in the context of the possible granting of tenure.

5.2 By November 1, the faculty member will forward to the Chair of the Committee on Rank, Tenure, and Awards, the Provost/Vice President for Academic Affairs, the dean, and the appropriate departmental head a completed application form and all relevant up-to-date information that might support the faculty member's claim that the criteria for tenure, as outlined in 5.5 are met.

5.3 The Provost/Vice President for Academic Affairs shall ask the appropriate departmental head and the dean or director to establish a departmental tenure committee to consider the application for tenure.

5.4. The departmental tenure committee shall be constituted of all tenured members of the department. The committee shall be chaired by the departmental head if tenured; otherwise the committee will elect a chair from the membership of the committee, in which case the dean assumes the responsibility for convening the first meeting. Administrators who are tenured faculty members in the department may participate and vote in the tenure committee, provided that they do not have a further role in the decision on tenure. Members of the Committee on Rank, Tenure, and Awards may not serve on a departmental tenure committee. Tenured faculty members on leave, who can be reached 30 days before the departmental tenure committee voting, may participate and vote in the tenure committee. They may not vote by proxy. They may vote only if they participate in the departmental tenure committee meetings on campus.

In cases where the tenured faculty in the department number fewer than five, the dean, in concert with the respective departmental head, shall nominate tenured faculty members to reach the minimum number of five committee members. In this case, the candidate for tenure shall be notified of the committee composition and, unless he or she objects to the membership of any of the non-departmental committee members in writing within five days after such notification, the nominations shall become final. If the candidate for tenure objects to any of these nominations, he or she may appeal to the Provost/Vice President for Academic Affairs, stating grounds for such objections. The final appointments in such a case shall rest with the Provost/Vice President for Academic Affairs.

In cases where the faculty member's appointment is not to a particular department, the academic Dean and/or the Director of the program responsible for the courses and tasks assigned to the candidate for tenure will make arrangements for the forming of a Tenure Review Committee.

In the case of library personnel with faculty status, the Director of Libraries will make arrangements for the forming of a Tenure Review Committee. The Director of Libraries shall convene the first meeting of the committee at which a chair shall be elected from the committee membership. In cases where the tenured faculty in the Library number fewer than five, the Provost/Vice President for Academic Affairs, in concert with the Director of Libraries, shall nominate tenured faculty members to reach the minimum number of five committee members. In these cases, the candidate for tenure shall be notified of the committee composition and, unless he or she objects to the membership of any of the non-library committee members in writing within five days after such notification, the nominations shall become final. If the candidate for tenure objects to any of these nominations, he or she may appeal to the Provost/Vice President for Academic Affairs, stating grounds for such objections. The final appointments

in such a case shall rest with the Provost/Vice President for Academic Affairs.

5.5 The faculty member will be given the opportunity to submit to the head of the departmental tenure committee, the Chair of the Committee on Rank, Tenure, and Awards, the Provost/Vice President for Academic Affairs, the dean, and the department chair, material which he/she believes to be helpful to full consideration of his/her case. This material must be submitted by November 1 of the sixth year of service. Essential material to be submitted by the faculty member should include an evaluation of teaching effectiveness, evidence of scholarly work, publications, public or personal statements (with documentation, if possible) of professional service to the academic community, references from peers and colleagues both within and outside the College, and a report on student evaluations.

5.6 The Provost/Vice President for Academic Affairs may provide the departmental tenure committee with other relevant material concerning the qualifications of the applicant for tenured appointment, e.g. educational background, past classroom evaluations, research, publication record, and service to the academic community.

5.7 Student opinion will be considered by the departmental tenure committee.

5.8 The head of the committee will inform in writing by February 1 the respective dean and the Chair of the Committee on Rank, Tenure and Awards of the departmental tenure committee's recommendation with an explanation of the pertinent issues considered by the Committee. The head of the departmental tenure committee shall also include a statement that indicates how the candidate fits into the future needs of the department. In addition, each faculty member who has participated in the vote will forward independently a written recommendation for or against granting tenure and give reasons therefore.

5.9 The respective dean shall render his or her written evaluation to the Chair of the Committee on Rank, Tenure, and Awards. The evaluation should include information on the departmental faculty profile and needs as it relates to the candidate.

5.10 The Chair of the Committee on Rank, Tenure, and Awards will present the materials to the Committee on Rank, Tenure, and Awards for consideration. The committee will vote by secret ballot and make a recommendation to the President by April 15. If the President decides against the recommendation of the Committee on Rank, Tenure, and Awards, he, or his designee, will present to the committee the reasons for his decision.

5.11 The President shall submit to the Board of Trustees the names of those faculty members who have been considered for tenure, along with his recommendations. The President, or his designee, shall inform the faculty member, the appropriate dean and department head, on behalf of the Board of Trustees, of the Board's decision no later than May 15.

5.12 Each case involving the transfer of a tenured faculty member from one department to another involves unique circumstances. The following guidelines cover only those circumstances where the transfer involves a tenured faculty member and where the transfer is not occasioned by the discontinuation or curtailment of an academic program by the College.

In these cases, it is presumed that circumstances are such that the accepting department has concluded after interview and observation that the faculty member has the needed expertise and that it would be beneficial were a transfer to take place.

There will be an interim period of three years during which time the faculty member will be assigned full teaching responsibilities in the new department, and during which time both the faculty member and the department can regularly evaluate the experiment. During the interim period, the faculty holds voting privileges in the new department, but does not participate in evaluation of colleagues for contract renewal, tenure or promotion in either department. The faculty member may not apply for promotion during this period.

During the three-year transition period, the original department should maintain sufficient flexibility in its hiring to enable the faculty member to return to his or her tenure position should the transfer not be effected. If the experiment is continued into a third year, a faculty transfer committee will be formed during the fall semester of that third year, whose membership, procedures and calendar will be similar to that of a departmental tenure committee. This committee will make a recommendation to the Committee on Rank, Tenure, and Awards which will in turn make its recommendation to the President who makes the final decision.

The faculty member transferred to a new department is assigned the rank and seniority held at the former post.

These procedures do not cover cases of a faculty member without tenure who wishes to teach in a different department. In such a case, should an opening occur in the desired department, he or she applies for the position and is considered by the department as a candidate according to its usual procedures for hiring. If selected, a rank will be assigned at the time of appointment upon the recommendation of the chair and the dean. No credit toward seniority will be assigned. The person may be granted up to three years towards tenure.

These procedures do not cover cases in which there has been a discontinuation or curtailment of an academic program by the College when the responsibilities of the College towards its faculty may require different procedures.

CHAPTER 6 TERMINATION OF A FACULTY APPOINTMENT

6.1 Terminating Faculty Appointment

6.1.1 Tenure is understood to be a continuing faculty appointment until resignation, death, voluntary retirement, or termination as provided below.

6.1.2 Employment of the non-tenured full-time faculty is ordinarily terminated by non-renewal of the contract in force.

6.1.3 Ordinarily, an employee who wishes to resign or retire by the end of the academic year should make such an intention known to the President or the President's designee by no later than December 15 of the current academic year.

6.1.4 Termination of a tenure appointment for cause, or due to financial exigency, or due to substantive changes in an academic program, will be effected in accordance with 6.2, 6.3 and 6.4.

6.2 Termination of Appointment for Cause

6.2.1 Termination of a tenure appointment or a probationary appointment before the end of the specified academic year, will only be effected for sufficient cause such as, but not limited to, the following: neglect or breach of duty, incompetence, incapacity to teach, unprofessional or immoral conduct. Only the Board of Trustees may terminate the appointment of a non-tenured faculty member before expiration of his or her contract, or terminate the appointment of a tenured faculty member. A tenured faculty member or one whose appointment has not expired shall be disciplined, suspended or dismissed only after charges have been filed.

6.2.2 Charges against a non-tenured faculty member before the expiration of the current employment contract, or against a tenured faculty member shall be initiated by filing with the President a written petition seeking dismissal of the faculty member. The petitioner may be the Provost/Vice President for Academic Affairs or an academic dean. The petitioner shall forward in sufficient detail to the President and to the faculty member involved (hereafter referred to as the "Member Charged") the specifics that form the potential basis for employment termination. The petition shall be accompanied by copies of relevant documentation then in the possession of the petitioner.

6.2.3 The President may suspend a member of the instructional staff pending the investigation of charges presented. Suspension of the faculty member during proceedings involving him/her is justified only if immediate harm to the faculty member, the institution or others is threatened by the continuance of employment. Unless legal considerations forbid, such suspension will be with pay.

6.2.4 When charges have been filed against a faculty member and before the procedures outlined hereunder have been instituted, the President or the President's designee shall discuss the matter with the faculty member in a personal conference. If the matter is concluded by mutual consent at this point, the faculty member shall receive by registered mail a letter signed by the President or the President's representative setting forth the disposition thereof.

6.2.5 When the informal procedure in 6.2.4 has failed to resolve the issue, the following procedures and machinery shall be expeditiously invoked for the purpose of determining the validity of the charges and

the decision to be reached in regard to them.

6.2.6 Within 30 days of receipt of the petition, the President shall send to the Chair of the Committee on Academic Affairs a copy of the Petition and the accompanying documentation, if any. The Chair of the Committee shall convene the Committee within 10 (ten) days for the purpose of setting up an ad hoc "Faculty Termination Committee."

6.2.7 This committee shall consist of five tenured faculty members selected in the same way as outlined in 6.1.4 and continue in existence for the duration of the grievance procedure. The head of the Academic Affairs Committee acts as the convenor of the first meeting of the Faculty Termination Committee, which elects its own head.

6.2.8 Within three days of this election, the head of the Faculty Termination Committee will inform the member charged of the election, and of the names of the members of the committee. The member charged shall also be notified of the place, time and date--no less than 10 days and no more than 20 days following such notice--when a hearing before the Faculty Termination Committee shall be held to deal with the petition and accompanying documentation, if any. Simultaneously with the written notice to the member charged, the head of the Faculty Termination Committee shall arrange to distribute to each of the members of the Committee copies of the petition and the accompanying documentation, if any. No member of the Faculty Termination Committee shall permit any other person, except the member charged or the advisor of the member charged with a written authorization from the member charged, to examine the petition or accompanying documentation, if any.

6.2.9 If the member charged fails to answer the charges or states that he or she desires no hearing to be held, the Faculty Termination Committee shall consider whether the stated charges constitute adequate cause for dismissal and, in its discretion, may (a) request that the President or the President's representative present proof of the charges, and/or (b) independently investigate the truth of the charges. In any event, the Faculty Termination Committee shall forward its recommendation by registered mail, with or without giving reasons for its judgment, to the President and to the faculty member.

6.2.10 The member charged shall have a right to attend the hearing before the Faculty Termination Committee or to be represented thereat by an advisor and/or counsel of his or her own choosing with the right to question witnesses for or against the member charged and with the right of the member charged to produce evidence to the contrary. The petitioner or petitioners and the Administration of the College may also be represented by an advisor and/or counsel of its or their individual selection. If the member charged, the College Administration or the petitioners elect to be represented by an advisor acting as counsel, written notice of such election shall be given to the head of the Faculty Termination Committee. Such a notice shall set forth the name and address of the advisor.

6.2.11 A stenographic or, with the permission of the parties concerned, a taped record shall be made of all hearings held. The cost of any transcript of such stenographic or taped record shall be paid for by the party requesting such transcript. If the cause or causes for termination as set forth in the Petition include a charge or charges of professional incompetence, testimony may be offered from teachers and other scholars either from the College or from other academic institutions. The member charged, petitioner or petitioners, and the College administration shall be afforded an opportunity to produce relevant rebuttal evidence at such hearing or at an adjourned session of such hearing if the right to do so is requested by any of the parties concerned prior to a vote being taken by the Faculty Termination Committee.

6.2.12 Upon the closing of the hearing, the Faculty Termination Committee shall consider the petition, the documentation accompanying such petition if any, and the evidence adduced at such hearing, and after secret vote shall make a written recommendation to the President on the action requested in the petition. A written copy of the Faculty Termination Committee's recommendation shall also be given to the member charged and to the petitioner or petitioners. The President may consult with the Committee on Rank, Tenure, and Awards before the final resolution. The President shall send to the Board of Trustees copies of all documentary evidence presented at the hearing and also the recommendation of the Faculty Termination Committee, and when applicable, of the Committee on Rank, Tenure, and Awards. The President shall also forward his own recommendation.

6.2.13 The final decision of the Board of Trustees shall be in writing. If the final decision of the Board of Trustees is to terminate the appointment of the member charged, such decision shall set forth the issues considered for the termination. It shall be sufficient for the Board to state that it has relied upon the recommendation of the Faculty Termination Committee, or the recommendation of the President, or both.

6.2.14 Proceedings of the Faculty Termination Committee shall be closed to the public and no public statements concerning the case shall be issued by either side until the final adjudication has been made. Any release to the public shall be made through the President's Office.

6.2.15 On the recommendation of the Faculty Termination Committee, the Board of Trustees may assign a penalty which is less than dismissal to a faculty member against whom the charges have been substantiated.

6.3 Termination of Appointment Because of Financial Exigency

6.3.1 Termination of an appointment with tenure may be effected in cases of financial exigency. For termination of this kind to occur, a state of financial exigency must be officially declared by the Board of Trustees. As the College's primary educational purposes should govern all major policies related to its programs and teaching personnel, decisions affecting the reduction of the teaching staff and academic personnel should be based on early, meaningful, and careful faculty involvement through the Faculty Senate and the College Council's standing committees on Budget and on Academic Affairs. For the purposes of meaningful discussion, necessary data relating to financial and academic issues should be made available to these committees.

In considering how to deal with the financial situation, the maintenance of a sound academic program must be the primary goal. All recommendations of necessary economies must be in consonance with the mission and goals of the College and the faculty must not bear an undue proportion of such economies.

6.3.2 In cases of termination due to financial exigency, after giving due consideration to the diversity of faculty, the expertise of full-time faculty and the academic needs of the department and schools, the following criteria--in their listed order of priority--will be utilized in determining the relative retention priority within a department:

- i. Tenured faculty members shall have priority over all untenured faculty members.
- ii. Among faculty members with tenure, the faculty member with the greatest number of years on tenure shall have the highest retention priority.
- iii. Among faculty members with equal tenure, the faculty members with the highest rank have the highest retention priority.
- iv. Among faculty members with equal tenure and rank, the faculty member who has the greatest seniority in rank shall have the highest retention priority.
- v. Among faculty members with equal tenure, equal rank, and equal seniority in rank, the faculty member who has obtained the highest academic degree or accepted equivalent appropriate to his or her academic duties shall have the highest retention priority.
- vi. Among faculty members with equal tenure, rank, seniority in rank, and academic degree, the faculty member who has the greatest total seniority shall have the highest retention priority.
- vii. Among faculty members of equal tenure, rank, academic degree, seniority in rank, and greatest total seniority, the faculty member who has the greatest seniority in the highest academic degree appropriate to his or her academic duties shall have the highest retention priority.
- viii. Should application of the foregoing norms and criteria still leave the issue of relative retention priority in doubt, a final retention priority recommendation will be made by the Committee on Rank, Tenure, and Awards.

Termination of tenured faculty will be considered as a last resort and only after eligibility, retraining and assignment in an allied field are considered. The faculty member's place will not be filled by a replacement within a period of two years unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline the offer.

Due notice of termination of employment shall be given as early as possible.

A tenured faculty member whose position in the department has been judged to be terminated shall be given an adequate advance notice and the possibility of obtaining qualification in another (preferably related) field by retraining shall be considered.

6.4 Termination of Tenure Appointment Because of Change in an Academic Program

Termination of an appointment with tenure may be necessary because of substantive changes in academic programs. Such changes in academic programs may be the elimination or reduction of a department, a major discipline, or area of specialization caused by insufficient enrollment, cost effectiveness, or changes in the educational goals of the institution. If these changes involve terminating the appointments of tenured faculty, the President, in consultation with the appropriate academic administrators, must authorize these changes. Due regard must be given to departmental needs and to the effects of such termination on the strength of the overall College curriculum and institutional objectives. Departmental enrollment may be considered insufficient if the appropriate student/faculty ratio, based on full-time equivalence for the department for a period of two consecutive years, is 30 percent below that ratio needed by the College to sustain its financial viability.

The provisions of 6.3.2 will be applied to these situations.

CHAPTER 7

GRIEVANCE PROCEDURES

7.1 Grievance Procedures in Cases of Denial of Promotion in Rank, Denial of Tenure or Reappointment

7.1.1 A faculty member whose application for advancement in rank has been denied will receive upon request a written summary of the reasons for denial from the Provost/Vice President for Academic Affairs and/or the dean. The faculty member may submit to the Committee on Rank, Tenure, and Awards any information that he or she thinks might lead to a reversal of the negative recommendation or decision. Such information should be submitted within **thirty days** after the faculty member has received notification of the decision.

7.1.2 A faculty member whose application for tenure or renewal of appointment has been denied will receive at that time a written summary of the reasons for denial from the Provost/Vice President for Academic Affairs. The faculty member may submit to the Committee on Rank, Tenure, and Awards any information that he or she thinks might lead to a reversal of the negative recommendation or decision. Such information should be submitted within **thirty days** after the faculty member has received the notification of the decision.

7.1.3 If a faculty member alleges that his or her case, whether it involves promotion, the awarding of tenure, or renewal of appointment, was not handled according to College policies and procedures, he or she has the right to petition the Committee on Academic Affairs to initiate a grievance procedure.

The petition to the Committee on Academic Affairs must be filed in writing, with a copy to the President, and to the Committee on Rank, Tenure, and Awards, within **thirty days** after the mailing by the President of the notice of denial of promotion, of tenure or reappointment. The faculty member shall also submit to the President, the Committee on Rank, Tenure, and Awards, and the Committee on Academic Affairs, in writing, the reasons why he/she believes that his/her case was not handled according to College policies and procedures.

7.1.4 If the Committee on Academic Affairs is of the opinion that the grievance warrants review, it will establish an ad hoc Faculty Grievance Committee. This Committee shall consist of five tenured faculty members and shall continue in existence for the duration of the grievance procedure. No member of the Academic Affairs Committee and no current or previous year's administrator or current or previous year's member of the Committee on Rank, Tenure, and Awards shall be a member of this ad hoc committee. Departmental heads are not excluded under this clause. No more than one member of any department shall serve as a member of the ad hoc committee. The ad hoc committee shall elect its own head.

7.1.5 The ad hoc Committee may interview the faculty member. It may, further, interview any faculty member or administrator who, by judgment and recommendation, was involved in the original decision. It may, further, meet with the Committee on Rank, Tenure, and Awards in order to ascertain more accurately the procedures leading to the decision to deny promotion, reappointment or tenure. The deliberations of the ad hoc committee are strictly confidential.

7.1.6 The aggrieved faculty member must present all grievances in writing at the time of filing of his or her petition. Any additional information could be accepted by the ad hoc committee only if the petitioner could show that such pertinent information was not available at the time of the filing of the petition, or was unknown, or was necessary to refute allegations made against the aggrieved faculty member during

the committee proceedings.

7.1.7 The ad hoc committee will vote by secret ballot, and a majority vote will be considered as the committee's recommendation to the President. This recommendation should be sent to the President and signed by all members. The President will consult with the Committee on Rank, Tenure, and Awards prior to taking action. A copy of the Committee report should be sent to the faculty member.

7.2 Grievance Procedures in Matters Other Than Denial of Promotion in Rank, Denial of Tenure or Reappointment

7.2.1 A faculty member who alleges a cause for grievance in matters other than denial of promotion, reappointment, or of tenure may petition the Committee on Academic Affairs for redress. In order for a grievance to be considered it must be filed by the faculty member in writing no later than thirty days following the incident.

7.2.2 The petition should state in detail the nature of the grievance and the person against whom the grievance is directed. It should contain any factual and other information deemed pertinent to the case. The Committee on Academic Affairs will take up the grievance and, if it deems the grievance to be of merit, will discuss with the appropriate officer of the administration. The faculty member will also be notified in writing of the action taken and of the results.

7.2.3 If the grievance is of such a nature that an early disposal of the issue which could be found satisfactory to all parties concerned cannot be achieved, the Committee on Academic Affairs may initiate the formation of an ad hoc grievance committee as outlined in 7.1.4.

7.2.4 If the Committee on Academic Affairs, or the grievance committee, can arrive at a resolution acceptable to all parties concerned, the Committee on Academic Affairs or the grievance committee will so inform all parties concerned. If a resolution acceptable to all parties concerned can be reached, the grievance committee will make its report and recommendation to the Provost/Vice President for Academic Affairs, with whom the final decision rests, or, if the subject matter falls in areas beyond the jurisdiction of the Provost/Vice President for Academic Affairs, to the President of the College.

7.3 Grievance Procedures in Matters of Equal Employment Opportunity

Iona College, on a voluntary basis, subscribes to the equal opportunity concept as a matter of moral and civic responsibility as well as a matter of sound administrative policy. Among Iona College's objectives in the appointment and advancement of faculty is the commitment to promote equal opportunity for all qualified individuals.

To provide prompt and equitable resolution of complaints alleging unlawful discrimination, a separate procedure for grievance is provided at the College, and is outlined herein.

The grievance of a faculty member must be filed in writing either within 45 days of the alleged discriminatory act, or within 15 days of the date on which the grievant first knew or reasonably should have known of such act. A grievance must be filed with the Director of Human Resources.

The original written grievance shall include the following:

- A. Grievant's name;
- B. Grievant's home address;
- C. Grievant's telephone number;
- D. Grievant's status;
- E. Names of all parties whom grievant accuses of discrimination;
- F. Information as to whether the charge has been filed with any Federal, State or Local Agency;
- G. A brief description of the act and grievant's reasons for concluding that act to be discriminatory;
- H. A signed affirmation of the truth of the allegations contained in the grievance.

Within 14 calendar days of receipt of a grievance, the Affirmative Action/Equal Employment Opportunity Officer will attempt to resolve the grievance informally by meeting with the grievant and with appropriate administrators and/or supervisors. If the officer is unable to resolve the grievance in this manner, the officer shall so notify the grievant in writing (by certified mail, return receipt requested).

At this point, the grievant must file a written appeal with the Affirmative Action/Equal Employment Opportunity Officer within seven calendar days after such notice. The Affirmative Action/Equal Employment Opportunity Officer will, within seven calendar days thereafter, notify the Executive Committee of the Faculty Senate which will form an Equal Employment Opportunity Appeals Committee to review the case within 21 days of receipt of such notification. The Affirmative Action/Equal Employment Office shall also notify the grievant that a review of the matter shall be undertaken by the Equal Employment Opportunity Appeals Committee.

This Committee shall, within 21 calendar days of selection, review the matter and submit its decision to the President to determine whether discrimination has occurred.

After reviewing the Committee's recommendations, the President will decide either:

- A. to dismiss the charge for lack of evidence, or
- B. to discuss appropriate redress with the grievant.

All the above time limits, with the exception of the initial 45-day filing period, may be extended by mutual written agreement.

Failure by the grievant to respond within the time limits provided shall constitute withdrawal of the grievance.

7.4 Grievance Procedures in Matters of Harassment and Discrimination

The full policy and details of filing a grievance in matters of harassment and discrimination are available in Appendix I and on the College web site at:

<http://www.iona.edu/ombuds/docs/HarassmentandDiscriminationPolicy.pdf>

CHAPTER 8 LEAVES OF ABSENCE, FELLOWSHIPS, GRANTS

8.1 Academic Leaves of Absence

8.1.1 Academic leaves of absence, whether unpaid leaves, fellowship leaves, or dissertation leaves, may be granted provided that the College does not suffer undue academic inconvenience. Leaves will be granted with due regard to the claims of all faculty members applying for such leave and within the framework of the College's financial ability to meet the needs of the entire college community. Final approval of all leaves and fellowships is reserved to the Provost/Vice President for Academic Affairs following the study and the recommendation of the Committee on Rank, Tenure, and Awards.

8.1.2 An application for a leave of absence must be submitted on the form provided by November 15 preceding the academic year for which the leave is requested. Copies of the application must be sent to the departmental head, the dean and to the head of the Committee on Rank, Tenure, and Awards. The dean will forward the recommendation of the departmental head as well as his/her own recommendation to the head of the Committee on Rank, Tenure, and Awards.

8.1.3 A leave of absence is granted ordinarily for one semester or for one year. For compelling reasons, a leave may be extended or granted for another year. The College may grant a faculty member recurring leaves of absence which exceed the ordinary limits when the purpose for the absence centers on service to the disadvantaged. (See 8.4.1)

8.1.4 Time spent on an unpaid academic leave, such as an academic fellowship or dissertation leaves recommended by the Committee on Rank, Tenure, and Awards, either paid, paid by an outside source (e.g., Fulbright), or unpaid, counts as time of service when applying for tenure or for advancement in rank. Faculty on such academic leaves remain eligible for salary increments during the period of leave.

8.1.5 During an unpaid leave of absence, the faculty member will be entitled to the following fringe benefits: (a) Health Insurance (b) Long Term Disability program, (c) Family Allowance Supplement for newborn children, (d) Group Life Insurance, and (e) Tuition Remission for spouses and dependent children as provided in 10.3.11 for an academic year or any part of the academic year.

8.1.6 A non-tenured faculty member is reviewed for renewal of contract and tenure at the stipulated times even if such non-tenured faculty member is on an approved academic leave of absence. It is the responsibility of the faculty member to have the required classroom visits completed in the semester prior to the one during which the leave occurs.

8.2 Fellowship Leave

A Faculty Fellowship is an academic leave of absence, awarded to tenured members of the faculty, freeing them from teaching responsibilities, usually for one or two semesters, and enabling them to carry out research or other academic projects found deserving of the support of the College. Grants are made on the basis of the seniority and rank of the faculty member; on the research competence of the applicant; and on the inherent value of the project and its presumptive contribution to the College or to the professional development of the applicant. Ordinarily, full-time tenured faculty are eligible for a Faculty Fellowship every seventh year (i.e., six years must elapse between the end of one Fellowship leave and the beginning of another). Full-time faculty members who have been awarded tenure may apply in their final year of non-tenured service for a Faculty Fellowship effective during their first year of tenured

service.

An application for a Faculty Fellowship must be made on the form provided by November 15 of the preceding academic year for which the Faculty Fellowship is requested. Copies of the application must be sent to the departmental head, the dean or director, and the head of the Committee on Rank, Tenure, and Awards. The dean or director will forward the recommendation of the departmental head with his/her own recommendation to the head of the Committee on Rank, Tenure, and Awards.

Grants and fellowships from other sources may be accepted during a Faculty Fellowship. A faculty member, however, may not accept during a Faculty Fellowship a remunerative position at another institution unless it is required by the nature of the work and by contribution to the professional development of the teacher, and such acceptance is agreed to by the College, ordinarily at the time of application. If a faculty member finds it necessary to significantly alter the nature or scope of the research or academic program for which a fellowship leave was granted, a request to the Committee on Rank, Tenure, and Awards, outlining the nature and scope of the revised research or project, and seeking the authorization of the Committee, should be submitted at the earliest opportunity. Within six months of return to the duties at the College, the faculty member is expected to submit to the head of the Committee on Rank, Tenure, and Awards a report on the work accomplished. In conjunction with this report, the faculty member is expected to make a presentation to the Iona Community in an appropriate forum.

Compensation will be at the rate of three-quarters of the annual salary, if the Faculty Fellowship is taken for a year, or eighty-five percent of one-half the annual salary, if the leave is taken for one semester. The faculty member will be entitled to the fringe benefits indicated in 8.1.5 and to participate in other fringe benefit programs to which the faculty member may be entitled. Time on Fellowship counts as time of service when applying for advancement in rank.

8.3 Dissertation Leave

A dissertation fellowship is an academic leave of absence awarded to faculty members at the College in order to enable them to complete their doctorates. Faculty members may apply for a dissertation fellowship during one of their first four years of full-time service.

If the dissertation fellowship is for a full year, the grant will be one-half of the annual salary; if it is for one semester only, the grant will be three-quarters of the salary for one semester. The faculty member will be expected to return to Iona College for two years upon the termination of the fellowship or else to refund the College the full amount of the grant received. This requirement will be waived if the faculty member's contract is not renewed.

The academic year during which the fellowship is used will count as service for purposes of tenure or advancement in rank. The faculty member will be entitled to the fringe benefits indicated in 8.1.5, and to participate in other fringe benefit programs to which the faculty member may be entitled.

An application for a dissertation fellowship must be made on the form provided by November 15 preceding the academic year for which the leave is requested. Copies of the application must be sent to the departmental head, the dean and to the head of the Committee on Rank, Tenure, and Awards. The dean will forward the recommendation of the departmental head with his/her own recommendation to the head of the Committee on Rank, Tenure, and Awards.

The faculty member is required to supply evidence, usually in the form of a letter from the dissertation

mentor, that there are substantial grounds to assume that the dissertation can be completed by the close of the Dissertation Leave.

An awarded dissertation fellowship becomes invalid in the case of non-renewal of contract.

8.4 Other Grants and Awards

The College may from time to time offer awards for research, summer study and faculty enrichment. Conditions governing application for and the awarding of such grants will be detailed for each such award.

8.4.1. In an effort to deepen and intensify Iona's commitment to a curriculum enriched by multi-cultural dimensions and to a service orientation of our faculty and students, the College has established a "Humanitarian Service Award." This award enables the faculty member who receives it to be on a leave of absence for a length of time, or for a number of times, which exceeds ordinary limits (8.1.3). Upon the recommendation of the department and the dean, the Committee on Rank, Tenure, and Awards may grant this award that enables the faculty member to offer service to the underprivileged in areas that are economically under developed, without breaking tenure or losing the fringe benefits provided for in 8.1.5. (with the additional benefit of continuous enrollment in TIAA/CREF, the recipient's contribution to be funded by the College.)

8.5 Medical Leave of Absence

Full-time faculty on medical leaves of absence documented by a licensed medical doctor will receive full salary for not more than six months, after which time the faculty member may be eligible for long-term disability insurance. Time spent on medical leave that involves more than one semester is not counted in computing years of service when applying for advancement in rank, for granting tenure, or for salary increments. If the medical leave falls within one semester, the academic year does not count toward advancement in rank, or toward tenure, but does count toward salary increments.

8.6 Maternity/Paternity Leave for Faculty Personnel

In accordance with Workers Compensation Law, physical inability to perform work as a result of pregnancy shall be treated as an illness for the purpose of determining eligibility for a medical leave.

Full-time administrators and faculty members on medical leave of absence for pregnancy are eligible to receive full salary for a period up to eight weeks after the birth of the baby, if there are no medical complications. Under the Family and Medical Leave Act an employee (male or female) may take up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons: for the birth of a son or daughter, and to care for the newborn child; for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child. Leave to care for a newborn or newly placed child must be concluded within 12 months after the birth or placement. All leaves run concurrently. The employee may be eligible to apply for Long term Disability if out for six consecutive months on medical leave.

Since each professor develops a personal and unique basis for conducting classes and a consistent basis for evaluating students, a faculty member who will be unable to complete the major part of the semester's or trimester's assignment because of the birth of the child, should request that the Dean either assign her

non-teaching responsibilities or that the College grant her an unpaid leave of absence for the period prior to the birth or after the maternity/paternity leave.

At the faculty member's request time spent on maternity/paternity leave that involves more than one semester is not counted in computing years of service when applying for advancement in rank, for granting of tenure, or for salary increments. If the maternity/paternity leave falls within one semester, the academic year does not count toward advancement in rank, or toward tenure, but does count toward salary increments.

CHAPTER 9 DUTIES, PRIVILEGES AND PROCEDURES FOR INSTRUCTION

9.1 Teaching

The primary responsibility of the faculty is to prepare and teach courses, bringing to bear research which is current and in depth, utilizing the best of teaching and learning techniques to motivate and lead the students. The College assigns for each course a certain number of contact hours, in accordance with the requirements of the State of New York, and faculty are expected to carefully meet with classes for the full time stipulated. Iona hires individuals for faculty positions with the purpose of providing learners with good classroom experiences.

9.2 Teaching Schedules

9.2.1 The ordinary annual teaching schedule of a full-time faculty member shall consist of no more than twenty-four undergraduate academic hours or eighteen graduate academic hours of classroom work. In cases where a faculty member is required to teach both graduate and undergraduate courses, the total number of classroom hours in the annual teaching schedule shall be prorated so as to equate three graduate hours with four undergraduate hours.

9.2.2 It is to be understood and agreed that the number of courses assigned may be greater or less in one semester than the number assigned in the other semester, as long as the aggregate amount of academic hours does not exceed the maximum number of hours specified. Any additional academic hour will be compensated according to the overtime pay schedule. Courses may be assigned in the day or in the evening sessions or at the main or branch campus sites.

9.2.3 An academic hour consists of fifty-two minutes of classroom work. In compliance with the New York State Education Law, a credit hour consists of an academic hour meeting for the minimum of fifteen weeks per semester. In programs that meet for less than fifteen weeks, such as summer sessions, intersession, or trimesters, the class periods are extended accordingly or supplemented by equivalent BlackBoard-based instructional units.

9.2.4 All classes are to meet for the full length of time designated; punctuality in beginning and concluding class periods is essential. Student attendance at class and laboratory sessions is to be recorded from the first day of class. Such records involve legal and financial considerations.

9.2.5 When a faculty member becomes ill or is unable to attend classes, he or she should notify the office of the dean and departmental head. If the absence is for cause known ahead of time, such as a meeting or convention, the department head should be notified well in advance. The faculty member should arrange for coverage or re-scheduling of the classes to be missed and inform the dean and departmental head of the arrangements. If the faculty member is incapacitated and cannot make these arrangements, the departmental head will do so.

Classrooms for make-up classes are assigned by the Office of the Registrar.

If a faculty member becomes ill for an extended period, the departmental head in consultation with the dean will make arrangements. The faculty member will be granted sick leave in compliance with the provisions set forth in 8.5.

9.2.6 Teaching faculty are expected to conduct classes for absent colleagues, if called upon to do so by the dean or the departmental head, and if notified in advance in reasonable time. If substitution for more than six consecutive classes is required, faculty members will be compensated on an hourly basis.

9.2.7 The College prefers that the majority of courses in all sessions be taught by full-time faculty members. When the number of students and/or courses necessitates, or when specific needs require, the College utilizes outside, part-time adjunct faculty.

Unless there is a shortage of suitable faculty members interested in teaching, a faculty member should not carry a teaching load of more than two courses in any given summer session or more than one course during intersession. The compensation of the faculty will be according to the over-time or part-time faculty schedule, according to the faculty member's rank.

9.2.8 The College has the right to impose a minimum number of students needed to carry a course, and if it is unlikely that this condition will be met, to cancel the course. The final decision rests with the dean. The compensation of the faculty will be according to the over-time or part-time faculty schedule, according to the faculty member's rank.

9.2.9 Evaluation of laboratory hours will be determined, according to circumstances, by the departmental head in consultation with the departmental faculty, the respective dean and the Provost/Vice President for Academic Affairs.

9.3 Admission to Class

Before the first class of each course, the faculty member can look up the class roster in PeopleSoft. PeopleSoft training is provided by CELTIC. Late registrants must present a class admit card. No other student shall be admitted. Faculty members are expected to review their class rosters to ensure that all students are properly registered.

Shortly after conclusion of late registration and change-of-program period, the faculty members should check PeopleSoft for an updated class roster. Any student not listed on this roster shall be sent to the Registrar's Office immediately to clarify his or her status and shall not be admitted hereafter without a written statement from the Registrar.

9.4 Classroom Management

Faculty members are responsible for effective classroom management in their classes at all times. This responsibility includes the enforcement of College regulations such as those relating to the behavior in class and to local ordinances such as those prohibiting smoking in defined areas. Serious violations of discipline should be reported to the Vice Provost for Student Development.

9.5 Student Attendance Policy

9.5.1 All students must accept personal responsibility for absence and are responsible for fulfilling all the requirements and completing all assignments made in each course; they will likewise be held responsible for the entire content of each course. The number of absences from a class may be used as a criterion for grading; absence may preclude meeting requirements of certain courses, particularly when class

participation is essential. Instructors are not required to provide a substitute test or quiz for a student who is absent from the class session during which the test or quiz is given. Students who absent themselves from laboratory periods, field trips, and similar class activities cannot expect that any special arrangements (e.g., setting up laboratory apparatus) will be made for them to complete the work that was missed.

9.5.2 For all freshmen and sophomores, and for all students on probation, provision for necessary absences caused by illness, authorized activities, or other grave reasons, is made by allowing absences up to twice the number of credits earned in each course (for example, six one-period absences in a three credit course).

9.5.3 When such students have reached one less than the tolerated limit of absences in a course, they should be reported as excessively absent by the instructor to the appropriate academic dean's office. Students so reported will be given warning and informed of the need to contact the office of their dean to discuss reasons for the absences. If the tolerated limit of absences is exceeded, the instructor may request that permission from the dean be required before a student is readmitted to sessions of affected courses. When the length of a class period exceeds 1 hour, the absences must be counted accordingly, e.g., 1-1/2 absences for a 75 minute period.

9.5.4 All students, regardless of class or standing, who are absent from three or more successive sessions of a course shall be reported to the dean's office. The dean will determine whether such students are still attending Iona College.

9.5.5 Lateness of fifteen minutes may count as a full absence; of less, as a half absence.

9.5.6 If the student is absent for more than 20 percent of all class hours (i.e., nine for a three credit course) and if his or her performance is deemed unsatisfactory (i.e. "D" or "F" at this point) such student may be assigned a grade of "FA.". If a faculty member wants to assign a grade of "FA", the proper form must first be obtained from the respective deans' office.

9.5.7 It is the policy of Iona College that students should not experience adverse or prejudicial effects as a result of their religious beliefs or practices. If a student notifies an instructor in writing within fifteen days of the beginning of a semester, that he or she will be absent from class on a particular day or days due to participation in an established religion's observance, there will be no penalty for absence and, if an examination or other course requirement is missed, an opportunity will be provided to satisfy the requirement.

9.6 Assignments, Tests, Examinations and Proctoring, and Grading

9.6.1 At the first class meeting of each semester faculty members shall notify their students in writing, by means of the course syllabus, of the requirements of the course and the method and criteria that will be used in determining the grade, e.g., class work, quizzes, papers, types of examinations, etc. They shall file each course syllabus with the departmental head and the dean.

9.6.2 A special period is set aside at the end of each semester for final examinations. All final examinations must take place during that period according to the schedule prepared by the Registrar. While testing is prohibited seven calendar days before final examinations, the academic dean may authorize testing for special subjects during that period on the recommendation of the departmental head.

9.6.3 All courses must have written examinations during the formal final examination period. Exceptions are permitted at the discretion of the academic dean on the recommendation of the departmental head.

9.6.4 The Registrar will publish semester examination schedules at least two weeks before the date of the first examination.

9.6.5 Each faculty member proctors all his/her own examinations. In the event that a faculty member gives a common examination to all sections of the course he or she teaches, the departmental head will, if necessary, assign additional member(s) of the department to proctor. If a departmental examination is given for all sections of the same course, the departmental head will ascertain that a sufficient number of proctors is available.

9.6.6 Students failing to appear for the final examination should be considered to have failed to complete the course requirements. The grade of "N" (not examined) is to be given. As in the case of the incomplete grade, it will be the responsibility of the student to contact his/her instructor. After reviewing the student's explanation for missing the regular examination, the instructor will make arrangements, if warranted by the circumstances, to complete the course requirements. Students will be bound by all dates and policy statements applicable to the incomplete grade as outlined in the college catalog.

Only those students who have time period conflicts and/or three examinations in the same day as a result of the published examination schedule may take a deferred examination as outlined in the college catalog. Students should make arrangements with their faculty for all deferred examinations. Again, these students will be bound by all dates and policy statements applicable to the incomplete grade as outlined in the College catalog.

9.7 Students with Special Needs

Adhering to the legal mandates of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Iona College ensures that faculty members provide reasonable accommodations to all students with documented disabilities through a policy of nondiscriminatory instruction and evaluation. Accepted accommodations include extended time examinations, special locations for examinations, taped lectures, note takers, and alternative testing formats. Faculty members are expected to work with the Samuel Rudin Academic Learning Center (ARC) and the College Assistance Program (CAP) in the implementation of this policy.

9.7 Grading Standards

In the matter of grading, as indeed with examinations with which grading is so intimately connected, the role of the department is critical. It is the professional responsibility of each department and of each member of a department to see that standards are developed and maintained by an on-going review on a regularly scheduled basis for such items as course outlines, course requirements, reading lists, tests, etc. Regular periodic reviews of grade distribution in the department should also be held.

9.8 Reporting of Grades

The Registrar's Office posts the grade rosters on-line in Peoplesoft at the end of semester. Grades must be entered on-line by the faculty member through PeopleSoft. Training is available at CELTIC. All faculty members are expected to report grades on-line for all students on their class roster to the Registrar by the published due date. This includes the reporting of freshman mid-term grades.

9.9 Field Trips

Field trips taken in connection with any course of study should be held on days on which there are no classes. Any departure from this regulation must have the prior approval of the dean and the department head.

9.10 Cancellation of Classes

It is the policy of the College not to cancel regularly scheduled classes. Procedures for canceling classes because of personal emergency or illness of the faculty member are outlined in Chapter 9.2.4. In cases of emergency such as when transportation is disrupted, faculty members are expected to make every effort to meet with their classes. In the event a decision is made to cancel classes due to inclement weather or any other emergency, certain radio stations will be notified. The list of those stations will be published yearly in the *Ionian* and in *Inside Iona*. Notification will also be placed on the College website.

9.11 Off-Campus Speakers

Any faculty member is free to invite an off-campus speaker to his or her course.

Guest speakers may be invited to co-curricular activities provided their names have been cleared by the faculty advisor of the particular activity. In all cases of doubt, the advisor should consult with the Vice Provost for Student Development. If the topic to be presented by the guest speaker is of an academic nature, the Vice Provost for Student Development will discuss the matter with the appropriate dean.

9.12 Student Advisement

Faculty members are contractually obligated to advise students throughout the year, and especially during pre-registration and registration periods. Faculty members must remove the advisement hold from a student's account to indicate that they have completed advisement for the student and therefore authorize the student to register on-line.

Time devoted to individual consultations with students is as valuable to their learning as the hours devoted to classroom preparation and instruction. While it is impossible to quantify the hours that will be

spent in student conferences, it is the tradition at Iona that no fewer than 3 (three) scheduled office hours per week be maintained by full-time faculty. In establishing this tradition, the College by no means wants to convey the impression that these are the only hours that instructors will spend outside of the class with students. Notice of regular conference times, which are suited to the students' schedules, should be posted in the departmental office and outside the individual faculty member's office at the beginning of each semester.

9.12.1 The official listing of academic offerings, curriculum requirements, academic calendar, and other information may be found on-line in Undergraduate and Graduate Catalogs. Faculty members are expected to acquaint themselves with the contents of these publications insofar as they pertain to their work. Knowledge of curricular offerings and academic requirements will enable faculty members to be competent academic advisors to their students.

9.13 Service to the College Community

9.13.1 Full-time faculty members are contractually obligated to attend departmental meetings and to participate actively in the work of the department. Efforts should be made to schedule the departmental meetings so that they do not interfere with class schedules of the faculty, with meetings of committees to which the faculty members have been appointed, or with outside commitments of the faculty which have been approved by the College.

9.13.2 Full-time faculty members are expected to serve, when appointed or elected, on departmental or school committees, on college ad hoc committees, on standing committees of the College Council, and as advisors or moderators of recognized student organizations.

9.13.3 Full-time faculty members are contractually obligated to attend general faculty meetings, held at the beginning of the fall and spring semesters of each academic year, and on such other dates as the need may arise. The full-time faculty are also expected to be present at all ceremonial occasions such as commencements and special convocations. A faculty member unable to attend on any of these occasions should inform the appropriate dean well in advance.

9.14 Membership in and Attendance at Professional and Learned Societies

For the purposes of intellectual and professional growth, the College deems it advisable that faculty members belong to and take part in activities of learned and professional societies in their teaching fields.

Faculty members are expected to pay the first \$10 for membership and for participation in learned or professional societies, and the College will pay an additional amount up to a maximum of \$30. All requests for monies for this purpose should be made in writing by the faculty members to their departmental head for approval by the respective dean, who will forward the said request to the Business Office. The Business Office will disburse money for membership in learned and professional societies only with this signed approval.

The College is interested in the attendance of the faculty at national and regional meetings of such groups. Every faculty member is encouraged to attend meetings which will add to professional growth, and the College will allocate funds for this purpose whenever feasible.

In allocating funds to cover all expenses for travel, the dean will give priority to those requests that meet

any one of the following conditions:

- i. That the faculty member does so at the special request of the administration;
- ii. that the faculty member is an officer of the society;
- iii. that the faculty member is a member of a committee other than a nominating committee;
- iv. that the faculty member is chairing or moderating a session at the meeting or convention;
- v. that the faculty member is to read a paper or present a workshop or session as a part of the program.

Every faculty member is encouraged to attend meetings which will add to professional growth, and the College will allocate funds for this purpose whenever feasible. After attending such a meeting or convocation, the faculty member should make an oral or written report to his departmental head or dean. If the report is judged to be of interest to the departmental or school faculty or to the academic community of the College, the faculty member should be prepared to make a presentation in the respective meeting.

CHAPTER 10**SALARIES AND FRINGE BENEFITS****10.1 Payment of Salaries**

During the normal academic year, full-time faculty members receive their salaries on a 12-month basis. Faculty members are paid on the third Thursday of each month. Payment of summer session work is made with one check for session I (third Thursday in June) and a second check for session II (third Thursday in August) for those faculty members working over the summer.

Part-time faculty teaching a semester program are paid in four installments, beginning in September and February for the Fall and Spring semesters respectively. Adjuncts teaching trimester programs are paid over the respective term.

10.2 Payroll Deductions

There are two types of payroll deductions, one mandatory and the other voluntary. Mandatory deductions include withholding taxes and social security. Voluntary deductions include benefits such as dental, life and medical insurance. Arrangements for voluntary deductions from faculty pay and participation in fringe benefit plans as outlined below may be made through the Human Resources Department.

10.3 Fringe Benefit Programs

10.3.1 Ordinarily, only regular, full time employees of Iona College are eligible for the fringe benefit program. The extent of the Visiting Professor's participation in college activities and in the College's fringe benefit program will be agreed upon prior to each appointment.

The outline of benefit plans listed below is only a brief summary of the Iona College fringe benefits. Official information detailing these is available in the Human Resources Department and on the Human Resource section of the Iona website at www.iona.edu.

Pertinent application forms must be completed and returned to the Human Resources Department in order to ensure enrollment at the earliest eligibility date for each benefit plan. In most instances, there are deadlines for enrollment imposed by individual insurance carriers.

It should be noted that the filing of an application does not constitute acceptance into a particular program or plan since individual eligibility is determined by the respective insurance carriers.

10.3.2 Iona College Health Plan

The College offers its full-time employees the opportunity to receive medical coverage through a group health insurance plan. The College underwrites 80% of the cost of the plan with participating employees contributing 20% of the plan premium on a pre-tax basis. For detailed information, please consult with the Human Resources Department.

10.3.3 Continuing Health Coverage

Under COBRA, the Consolidated Omnibus Budget Reconciliation Act, all employees and their qualified beneficiaries covered under an employer's group health plan have the right to elect to continue their medical coverage under the employer's health plan for up to 18 months if their coverage would otherwise end because of certain events (referred to as "qualifying events"). These events include the voluntary or involuntary termination of employment (except for gross misconduct). Dependent children (as defined in the plan) who cease to be dependent children have the right to elect continuation of coverage for a maximum of 36 months, as do spouses covered under the plan who lose their insurance in instances such as divorce or separation. An individual who applies for COBRA coverage is required to pay the total cost of the plan in addition to a 2% administrative fee. For additional information, please contact the Human Resources Department.

10.3.4 Family Allowance Benefit

The College grants employees a one-time \$450.00 cash allowance, less applicable taxes, for the birth of a newborn child (or adoption of a child). The cash allowance is per family, per child (not to be duplicated for couples that are both employees of the College). To receive the Family Allowance Benefit, the eligible employee must submit on a timely basis (within a three month period) a birth certificate, hospital discharge or adoption paperwork regarding the newborn or adopted child to the Human Resources Department.

10.3.5 Long Term Disability Benefits

After one year of full-time employment, the College automatically enrolls employees in a group Long Term Disability Insurance plan. The plan provides benefits, which begin on the first of the month following six consecutive months of total disability and continue during such disability until the individual reaches age 65. For a period of total disability beginning after attainment of age 60, benefits continue during such disability until the individual has been totally disabled for a period of five years, or if earlier, until the employee has reached the age of 70. For those employees age 70 and over, the disability will be for one year only. The benefits are as follows: a monthly income Benefit which, including any income benefits payable from Social Security for the participant or for dependents and Worker's Compensation is equal to 60% of the Covered Monthly Salary as of the date the disability began, but not to exceed \$6,000 monthly. In no event will the income benefit be less than \$100, even though this amount may bring the total disability income to more than 60% of salary. For those employees who are enrolled in the College's TIAA/CREF Retirement Plan, the insurance provides that payment of the employee's 5% mandatory participation contribution to the plan be made during the period of disability.

The College underwrites the total cost of this plan.

10.3.6 Retirement Plan

If an employee has two years of prior employment (at least 1,000 hours per year) at an institution of higher learning and becomes employed at Iona College (at least 1,000 hours per year), he/she is entitled to immediately participate in the TIAA-CREF Retirement Annuity (RA) Account.

If an employee has never been employed in higher education, he/she must complete a two (2) year waiting period before participation begins in the RA Account. The "Plan" is governed by Federal rules and

regulations under the IRS tax code section 403(b) and the Employee Retirement Income Security Act.

After an application form and Salary Reduction Agreement Form #144 are completed, signed and returned to the Human Resources Department, the employee's base contractual taxable gross salary will be reduced by 5% as the individual's contribution to the plan. The College will match this contribution according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>COLLEGE CONTRIBUTIONS</u>
Up to seven (7) completed years of full-time service	5 %
After seven (7) years of full-time service	7 1/2 %
After eleven (11) years of full-time service	10 %

10.3.7 Supplemental Retirement Annuity

The College offers to all full-time employees a Supplemental Retirement Annuity Plan designed for use by individuals who wish to set aside tax-deferred retirement funds over and above amounts being accumulated under the College's basic 403(b) plan. Those employees who are not yet eligible to participate in the basic retirement plan, may contribute to this tax-deferred plan. A TIAA/CREF application and Salary Reduction Agreement form must be completed and returned to the Human Resources Department in order to enroll in this plan.

10.3.8 Life Insurance

The College offers to all full-time employees Group Life and Accidental Death and Dismemberment Insurance. Employees should apply for this coverage through the Human Resources Department during the first month of their employment. There is no annual open enrollment period for Life and ADD Insurance.

The coverage is equal to twice the employee's gross annual contractual base salary rounded up to the next thousand dollar interval up to a maximum of \$500,000.

The College underwrites 75% and the employee 25% of the premium cost.

10.3.9 Worker's Compensation

Safety is the responsibility of all employees of the College. Every precaution should be taken to avoid accidents and injuries. When an employee is injured on campus, a report of this accident or injury must be made to the Campus Safety and Security Department as soon as is reasonably possible. A delay in filing this report will prevent the injured individual from claiming Worker's Compensation benefits.

The College underwrites the total cost of this plan.

10.3.10 Medical Coverage for Retired Personnel

Employees hired or rehired on or after July 1, 2002 are not eligible for retiree health benefits. **There is no exception to this policy.**

Eligible employees who were hired prior to July 1, 2002, have ten (10) years of continuous full-time employment, reach age 65 and retire on or after January 1, 1998 are eligible for retiree health insurance. Retirees who elect health insurance must contribute 20% of the monthly cost. Retirees who choose to cover their spouse must contribute 40% of the monthly cost of the spouse's coverage. The College reserves the right to change the employee and spouse's contribution, to modify or amend the plan design or to terminate the group insurance plan.

Effective January 1, 1998 the College shall cap the contributions to the retiree medical plan. This cap will apply to all current and future employees who retire on or after January 1, 1998. The cap will be set at two (2) times the premium in effect as of July 1, 1997 ($2 \times \text{Cap}[179.98] = \359.96).

For employees hired after May 31, 1997, but before July 1, 2002, the College will contribute to the plan premium as indicated in the chart below. The percent of the College's contribution will depend on the number of years of full-time continuous service at Iona prior to retirement at age 65 or older.

Upon retirement at or above age 65, Medicare will become the employee's primary insurance. The Iona College health plan will act as the secondary insurance carrier.

<u>Years of Continuous Full Time Service</u>	<u>Percent of Iona's Contribution to the Cost of Coverage for Employee and Spouse</u>
10 to 14 Years	20%
15 to 19 Years	30%
20 to 24 Years	40%
25 or more Years	50%

10.3.11 Tuition Remission Policy

The dependent children of full time administrators, faculty and staff will receive tuition remission benefits, exclusive of fees, for undergraduate study at Iona College according to the following schedule:

1. One-half tuition remission will be granted to each attending child after the completion of one full year of parent's full time employment at the College.
2. Full tuition remission to the first attending child and one-half tuition remission to the second and subsequent children concurrently enrolled at Iona College after the completion of three full years of the parent's full-time employment at the College.
3. Full tuition to all children concurrently enrolled after the completion of ten full years of the

parent's employment at the College.

The tuition remission benefits extend over eight semesters. The length of time for transfer students will be determined by the number of credits required to complete the undergraduate program. Full-time student dependents of full-time employees who meet eligibility criteria will be permitted to take a maximum of six courses in evening and or summer sessions over a period of eight semesters. These time limitations do not apply to part time or evening students.

These benefits will continue as long as the administrator, faculty or staff member continues to be employed full-time by the College.

Full tuition remission is granted to the children of those full-time administrators, faculty or staff personnel who have had ten years of service or more, and who die or are disabled while in the employment of the College.

The tuition remission benefit at the College will be valued at the amount of tuition after applicable federal and state aid have been applied. Those employees seeking to benefit from the College's tuition remission must apply for said financial aid. The Free Application for Federal Student Aid (FAFSA) and TAP forms must be filed annually in advance of full registration. If needed, the Student Financial Service Office will assist in the preparation of these forms. A determination of the amount of tuition remission will be made only after the eligibility for applicable federal and state aid has been established.

Full-time administrators, faculty and staff personnel may pursue credit-bearing courses on the graduate and undergraduate levels at the College with full tuition remission, provided that these are taken in hours outside of the employee's scheduled work time.

Spouses of full time administrators, faculty and staff personnel may pursue credit-bearing undergraduate level courses with full tuition remission, exclusive of fees. Spouses of full-time employees may pursue graduate level courses with one-third tuition remission, exclusive of fees.

It is to be understood that admission and dismissal policies of the College apply equally to all students including those who have received tuition remission.

Children who leave dependent status (per IRS regulations) and/or gain emancipated status (move from parents house and/or marry and/or reach age 26) are not eligible for tuition remission.

Faculty and their spouses are required to pay taxes on the value of the tuition remission for graduate level courses taken in excess of \$5,250 per annum. The only exception to the IRS Regulation (section 127) is graduate coursework that is required by the student's employer as a condition of employment to maintain the employee's current position. Employees subject to the taxation are encouraged to consult with their personal tax advisor regarding IRS section 127.

All eligible faculty must complete and sign the Certification of Tuition Remission Form #805 in order to receive this benefit. This form is available in the Human Resources Department.

Part-time faculty, retired faculty, their spouses and their children are not eligible for tuition remission.

10.3.12 Admission to College Events

All full time employees will receive two complimentary tickets to all athletic home events unless sold out, and may receive preferred admission rates at concerts and dramatic productions, as well as student social affairs held on campus.

10.3.13 Iona College's Employee Benefits

Iona College reserves the right to modify, amend or terminate policies and procedures, rules, regulations, insurance coverage, retirement plans or employee contributions, all of the aforementioned at any time without prior notice. Should a conflict exist among what is written herein, in plan materials and insurance contracts, or other communications, the insurance contract will always govern.

10.3.14 Tuition Exchange Program

The Tuition Exchange, Inc. (TE) is a program that provides an opportunity for eligible dependent children of active full-time employees to apply for undergraduate scholarships at participating member institutions. An employee must have three years of full-time continuous service before a dependent child can apply.

Application for the TE program does not guarantee acceptance at a TE member institution or ensure a TE scholarship.

The TE program is a competitive scholarship program, not a fringe benefit provided by Iona College.

Information regarding the Tuition Exchange Program can be obtained from the Director of Undergraduate Admissions or at www.tuitionexchange.org.

10.3.15 Academic Federal Credit Union

All full-time and permanent part-time employees may join the credit union by completing an application for membership. The AFCU offers the following services:

- * Vacation Club Accounts
- * Christmas Club Accounts
- * Checking (Share Draft) Accounts
- * Term Share Certificates (CD's)
- * IRA CD's
- * New and Used Vehicle Loans
- * Lines-Of-Credit and Overdraft Protection
- * Signature Loans
- * Debt Consolidation Loans
- * Disaster Recovery Loans
- * Fully and Partially Secured Loans
- * Home Equity Lines of Credit
- * VISA Classic, Gold and Platinum Cards
- * Debit Cards with ATM access
- * MVCP - Motor Vehicle Certification Program

* Insurance discounts

There is a one-time membership fee of \$5.00. Employees can contact the AFCU by calling (914) 923-3608, or by visiting them online at www.academicfcu.org.

10.3.16 Direct Deposit of Payroll Check

Employees may sign up for direct deposit of their payroll check to their bank and/or Academic Federal Credit Union by completing and signing a Direct Deposit form in the Human Resources Department.

10.3.17 Flexible Spending

All full-time employees are eligible to enroll in the Flexible Spending Account plan on the first of the month after their date of hire, or during the annual benefit enrollment each November. Medical Flexible Spending and Dependant Care Account options are available. The Medical Account may be used to pay for unreimbursed medical and dental expenses for you, your spouse, and your dependents. The Dependent Care Account may be used for reimbursement of child or eldercare expenses. For a list of eligible expenses, and maximum contribution amounts, visit the Human Resources section of the Iona College website at www.iona.edu.

Once an employee enrolls in the Flex Spending plan, changes to the deductions cannot be made until the following plan year (with the exception of changes due to 'Qualifying' events as defined by IRS regulations). Federal tax code requires participants to re-enroll in Flexible Spending plans each calendar year.

10.3.18 Long Term Care

Long Term Care is defined as a broad range of services provided to people who need extended care and have lost the capacity to care for themselves as a result of a chronic illness, disability or cognitive impairment.

The Long Term Care insurance program is offered through Metropolitan Life Insurance Company. The MetLife program is voluntary and each participant pays 100% of the premium. The offering for this insurance is extended to full-time employees as well as retirees, spouses, parents and grandparents of full-time employees.

CHAPTER 11**FACILITIES AND SERVICES****11.1 Document Services**

Document Services, a part of the Information Technology Division, consists of graphic and duplicating services. It is located on the ground floor of McSpedon Hall. Faculty may request a convenience copier PIN through the Duplicating Center.

11.2 Mail and Telephone Services

Faculty mailboxes are located in the mailroom of Doorley Hall and in Hagan Hall. Interoffice mail and pick-up services are maintained daily, and all outgoing mailings of official business must be received in the mailroom before 4:00 p.m.

Remission of federal excise tax is dependent upon the restriction of the use of telephones to the business of the institution. No personal calls may be made on office telephones.

11.3 Campus Parking

Employees should apply for a parking permit during the first week of employment to the Director of Campus Safety & Security whose office is located in the LaPenta Student Union. Parking on campus is restricted to those having permits. Special parking areas (marked yellow) have been reserved for administrators, faculty and staff. Employees are asked to adhere to all regulations established by the Director of Campus Safety & Security.

11.4 Conference Rooms

Conference rooms are located throughout the campus and may be scheduled for a variety of uses. Please check with the Office of Campus Safety and Security as to the method for reserving these rooms.

11.5 Campus Facilities

Faculty members wishing to sponsor an event involving the use of College facilities are required to contact the office of Campus Safety and Security. Faculty members are expected to complete the prescribed form, and to comply with all college regulations, particularly those regarding fire safety, traffic control, security and parking.

11.6 Bookstore, Book Orders, Desk Copies of Textbooks

Textbooks and other school supplies are available in the College bookstore located in the LaPenta Student Union. It is the responsibility of the heads of departments to place orders for textbooks and any other material to be used by students in the courses offered by the department well in advance of the beginning of courses. All transactions are to be carried out through the bookstore.

It is standard procedure for all textbook publishers to furnish desk copies of their publications to all teachers of the course in which the textbook is used. The acquisition of desk copies of textbooks used in class is the responsibility of the teacher of the course; the bookstore is not authorized to issue copies of textbooks to any faculty member. The procedure for acquiring a desk copy is to write to the publisher of

the textbook, informing the publisher of the adoption of the text and requesting that a free desk copy be forwarded. A standard "Desk Copy Request Form" is available at the bookstore.

11.7 Libraries

The Ryan Library and the Helen T. Arrigoni Library/Technology Center on the New Rochelle Campus and the Library at the Rockland Graduate Center provide collections, services, and study space to support teaching, learning, and research at Iona.

11.7.1 Library Collections

Library collections include books, periodicals, electronic databases, microforms, audiovisuals, and other materials selected to support the College's curriculum and research. Collections in most disciplines are located in Ryan Library; those in Mass Communication, Computer Science, and Education are housed in the Helen T. Arrigoni Library/Technology Center. In acquiring titles for the collections, the librarians collaborate closely with the faculty, using selection criteria in the *Iona College Libraries' Collection Development Policy* for guidance. Faculty recommendations are submitted via an online form on the library website or on order cards available from department chairs and library liaisons. Orders should include complete publication information and be approved by the chair. It is recommended that materials requested for a specific course be ordered a semester in advance of the date needed.

11.7.2 Library Facilities

The sites in New Rochelle have approximately 125 computer workstations which have access to the libraries' online catalog *ORION*, electronic databases, and the internet. All workstations in Arrigoni and many in Ryan also offer College-supported software applications. Ryan and Arrigoni libraries have a variety of study spaces, and Ryan has a technology classroom which may be reserved for class use via an online reservation form. This room is equipped with a projection system, student workstations and podium. In addition, the Ryan Lecture Hall has a podium and projection system. The Rockland site is equipped for study and computer work.

11.7.3 Library Services for the Faculty

- i. Library research classes of a general nature or tailored to a specific discipline or assignment may be scheduled by course instructors for their classes. Contact the Reference and Instructional Services Librarian, or submit a request via an online form.
- ii. In-depth research assistance is available from the Reference and Instructional Services Librarian.
- iii. Books and articles not available at Iona may be obtained from other libraries through the libraries' document delivery/interlibrary loan department via an online request form.
- iv. Although many campus classrooms are equipped with presentation systems and other A/V hardware, additional equipment may be requested via an online form on the IT services webpage.

- v. Librarian liaisons are assigned to each department for facilitating communication between the faculty and the libraries. They collaborate with faculty on collection development and provide comprehensive library support for teaching and learning endeavors within their subject specialty.

11.7.4. Use of Library Classrooms

Ryan's electronic classroom and Lecture Hall may be reserved by faculty for class sessions requiring specialized presentation or audiovisual equipment. Arrangements should be made via an online reservation form well in advance of the meeting date.

11.7.5 Circulation of Materials

Library materials may be borrowed using an Iona I.D. and may be renewed in person at the libraries' circulation desks, through ORION, or by telephone. Circulation policies vary by format and are the same for all members of the Iona Community. Faculty members are responsible for the materials they borrow and must clear all library obligations before leaving employment at Iona.

11.7.6 Reserve Materials

Faculty are advised to place on reserve books, articles, and other materials that will be assigned to an entire class. Both library-owned titles and faculty personal copies may be reserved for student use at the Ryan and Arrigoni circulation desks. Arrangements should be made well in advance of the start of the semester by contacting the Circulation Supervisor or the assistant responsible for the reserve collections at the appropriate library. It is recommended that faculty teaching in Rockland rely heavily on reserve collections due to the limited resources at that site.

11.7.7 Faculty Access to Other Libraries

Faculty may access and borrow materials from Westchester academic libraries and selected New York metropolitan area academic libraries, such as St. John's and Fordham, by securing a WALDO sticker for their Iona I.D. cards. They may also visit New York City metropolitan area libraries and use their collections on-site (without borrowing privileges) with a METRO card. Both WALDO stickers and METRO cards are available from the Reference Librarian.

11.7.8 CELTIC

CELTIC (Center for Enhancement of Learning and Teaching at Iona College) is a collaborative effort of the Libraries and Information Technology. They can assist faculty in integrating library resources and technology into their curricula. CELTIC also provides a selection of books, monographs and serials from which faculty can seek information on the enhancement of teaching and learning. See section 11.8.2 for more information.

11.8 Information Technology - Academic Computing Services

Information Technology is an integral part of the educational processes of the College. It is the goal of the Information Technology Division to assist all those who are engaged in the educational and research activities of the College. It assists those faculty interested in achieving various levels of computer literacy. It also provides the resources and technical support for computer-related and computer-based curricula. The Information Technology Division carries out these functions by making available computing equipment, audio-visual equipment, applications software, publications and documentation, and educational assistance for developing the skills necessary to use them via CELTIC. Computers owned by Iona College are to be used for educational purposes and Iona College business. All students and employees are expected to adhere to the college's computing use policy which can be found on the College's website at www.iona.edu/infotech.

11.8.1 Facilities for Academic Computing

The Information Technology division supports both academic and administrative computing activities throughout the campus. Network connectivity is provided via wireless category 5 wiring, fiber optic cable, a Gigabit Ethernet backbone, a high speed 10Mbit point-to-point connection to the Rockland Graduate Center and a 100Mbit connection to the Internet. The entire campus, including classrooms, on-campus dormitories, lounges and outdoor areas is equipped to provide access to the Internet and the College network via the wireless network. There are 65 classrooms containing state-of-the-art projection systems and workstations.

A variety of software packages are currently available in the computing lab facilities including Microsoft Office Professional, statistical analysis, graphics, programming languages and compilers, communications and discipline-related software. Electronic mail using Microsoft Outlook is available to faculty. E-mail is also available remotely to users via any Internet provider by visiting email.iona.edu. Faculty should use their official Iona e-mail account to communicate with students and all other members of the Iona College Community. In addition, faculty should require students to use their Iona e-mail account for all communication. A full range of Internet services may be accessed from the computing laboratories and all networked campus locations.

11.8.2 Services to the Faculty

Computer accounts are created for faculty members after their employment status is verified by Human Resources and is maintained while they are employed by Iona College. A network id is needed to access all computers in the public computing labs and the library as well as office computers. All new faculty members may pick up their ids and passwords from the Center for the Enhancement of Learning and Teaching at Iona College (CELTIC), adjacent to Ryan Library.

CELTIC has been established to provide Iona faculty with resources, training, programs, events and grants designed to inspire, support and enhance teaching effectiveness and student learning. CELTIC provides a comprehensive faculty development program focused on the essence and practice of effective teaching and encourages a productive partnership with technology integration, training and support, while keeping learning and teaching objectives at the forefront of the program's activities.

Faculty access their class schedule, class rosters and enter grades online via the Internet using PeopleSoft, the College's administrative software system. Detailed instructions for accessing this information are

available in CELTIC.

Blackboard Learning System software is used in various courses for distance learning and to supplement regular lectures with online lectures, chat sessions, course content and assignments. Faculty who would like to utilize Blackboard should contact CELTIC at (914) 633-2146.

Faculty may purchase computer systems for departmental use through PC Acquisitions. Consulting services are available to assist faculty with purchasing a personal computer.

11.8.3 Services to the Iona Community

Technical assistance with hardware and software is provided to faculty via the Ryan Help Desk located in the Ryan Library. Computing and library-related information is available in person at the Ryan Help Desk, or by telephone at (914) 633-2635. Faculty members may reserve computing facilities for online class demonstrations via the Ryan Help Desk. Consultation services are also available to faculty at the Ryan Help Desk or in CELTIC.

11.8.4 User Education and Training

Information Technology offers faculty workshops ranging from Blackboard, Turnitin.com , PeopleSoft, Information Literacy and Technology, Learning and Teaching Seminars and software applications. Please contact CELTIC to discuss your needs.

1. Affirmative Action/ Equal Opportunity

Iona College maintains a policy of non-discrimination on the basis of national or ethnic origin, race, creed, color, sex, marital status, veteran status, sexual orientation, affectional preference, citizenship status, or handicap in all its educational programs and employment practices, policies and procedures; there is no unlawful discrimination because of age.

The College complies with all state and federal regulations pertaining to equal opportunity, nondiscrimination and affirmative action. In listing these statements, the College chooses to comply with governmental regulations in the letter and spirit of the law. Anyone who observes ways in which the College is in violation of these principles is encouraged to notify the Director of Human Resources, Iona College, New Rochelle, New York 10801, (914) 633-2067.

For information regarding the College policy and procedures for Harassment and Discrimination, please contact:

MaryEllen Callaghan
Ombudsperson for Harassment and Discrimination
McSpedon Hall, Second Floor
Office for Human Resources
(914) 633-2067
mcallaghan@iona.edu

2. Policy on Harassment and Discrimination

It is the policy of Iona College that no member of the College community shall engage in harassment and/or discrimination. The College will not tolerate behavior between or among members of the College community that creates an unacceptable working, educational, or social environment.

Harassment and discrimination are unacceptable because they interfere not only with an individual's educational or work performance, but also with a person's sense of dignity and well-being in the community. Sexual harassment is also covered in this definition. What constitutes harassment or discrimination will vary with the particular circumstances. Either type of activity may be described generally as verbal, physical, written, or other conduct that denigrates or shows hostility or aversion to an individual on the basis of gender, race, color, religion, age, national origin, ethnicity, veteran status, sexual orientation, gender identity, marital status, disability or any basis prohibited by law when, from the standpoint of a reasonable person, such conduct is unwelcome and substantially interferes with an individual's work or school performance, creating an intimidating, hostile, or offensive working or learning environment even if the person engaging in the conduct does not intend to interfere, intimidate, or be hostile or offensive. In addition, the conduct must be sufficiently severe, persistent, or pervasive in that it creates a hostile or abusive educational or working environment.

It is important to note that a one-time incident may rise to the level of harassment if such conduct is sufficiently severe.

DIVISION I. HARASSMENT AND DISCRIMINATION

Section 1. RATIONALE

- a) Iona College complies with applicable provisions of state and federal law that prohibit discrimination in employment, in admission or access to its educational or extracurricular programs, activities, or facilities, on the basis of race, color, ethnicity, national origin, religion, sex, sexual orientation, gender identity, age, marital status, service in the armed forces of the United States, or against qualified individuals with disabilities on the basis of disability.
- b) Harassment and discrimination will not be tolerated by Iona College. Such behavior subverts the mission of the College and threatens the careers, educational experience, and well-being of students, faculty, administrators, and staff. In both obvious and subtle ways, harassment and discrimination are destructive to individual students, faculty, administrators, staff, and the academic community as a whole. When through fear of reprisal, a student, staff member, administrator, or faculty member is subject to harassment or discrimination, the College's ability to carry out its mission is undermined. In addition, many forms of harassment have been recognized as violations of the civil rights laws by the federal courts, by the U.S. Equal Employment Opportunity Commission, by the New York State Division of Human Rights, and by the U.S. Department of Education.
- c) Harassment and discrimination are especially serious when they threaten relationships between teacher and student or supervisor and subordinate. In such situations, harassment and discrimination unfairly exploit the power inherent in a faculty member's or supervisor's position. Through grades or recommendations for graduate work, wage increases or promotions and the like, a teacher or supervisor can have a decisive influence on a student's, staff member's, administrator's, or faculty member's career at the College and beyond.
- d) While harassment and discrimination most often take place in situations where there is a power differential between the persons involved, the College also recognizes that harassment and discrimination may occur between persons of the same status.

Section 2. EXAMPLES OF HARASSMENT AND DISCRIMINATION

Discrimination may be related to an employee's employment, hiring separation from employment, training or failure to train, including, but not limited to any claims for salary, bonuses, severance pay, vacation pay or any benefits under the Employee Retirement Income Security Act (ERISA). Sexual or other harassment or discrimination may be based on race, color, national origin, ancestry, pregnancy, religion, marital status, gender, sexual orientation, gender identity, citizenship status, medication condition or disability (as defined by the Americans with Disabilities Act, or any other state or local laws), age, or any other unlawful discrimination (under the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, as amended or any other federal, state, or local laws), or retaliation for any claim of discrimination.

Case law provides many examples of discrimination. All, however, can be summarized in the following manner: Disparate treatment resulting in discrimination occurs when an employer treats some individuals less favorably than other, similarly situated individuals because of their race, color, religion, sex, ancestry, pregnancy, marital status, national origin, sexual orientation

or gender identity. Thus, a Hispanic professor who has better credentials than a non-Hispanic professor, but was denied tenure while the non-Hispanic professor was granted tenure, will have a discrimination claim.

Examples of the verbal or physical conduct prohibited by Section 2 above include, but are not limited to:

- a) Physical assault or battery;
- b) A pattern of conduct (not legitimately related to the subject matter of a course if one is involved) which causes discomfort or humiliation or both, that includes one or more of the following: i) comments of a harassing or discriminatory nature or ii) explicit harassing or discriminatory statements, questions, jokes, or anecdotes, include the displaying or distribution of jokes and/or sexually explicit pictures via e-mail;
- c) A pattern of harassing or discriminatory conduct which causes discomfort or humiliation, or both, to a reasonable person at whom the conduct was directed.

DIVISION II. IMPLEMENTATION AND EDUCATIONAL PROGRAMS

Section 1. EDUCATION AS A KEY ELEMENT OF THE COLLEGE POLICY

Educational efforts are essential to the establishment of a campus milieu that is as free as possible of harassment and discrimination and in which high standards of conduct are observed. There are at least four goals to be achieved through education about discrimination and harassment:

1. Ensuring that all victims (and potential victims) are aware of their rights;
2. Notifying individuals of conduct that is proscribed;
3. Informing all members of the College community about the proper way to respond to complaints about violations of this policy; and
4. Helping to educate all members of the College community about the problems this policy addresses.

Section 2. PREPARATION AND DISSEMINATION OF INFORMATION

The College shall distribute copies of this policy to all current and future members of the College community. A copy of the harassment and discrimination policy will be included in student orientation materials. In addition, copies of that policy will be made continuously available at appropriate campus locations and on the College Web site.

The Ombudsperson is charged with overseeing and reviewing content for training sessions.

The College Provost has responsibility for providing training sessions for persons who are likely to receive complaints that this policy has been violated, including, but not being limited to, resident advisers, academic advisers, college deans, and administrative personnel. Faculty and staff are expected to attend training within one year of being hired and to attend refresher sessions with each five-year interval of employment, based on hire date. The training can be in person or online. Records of training will be maintained by the Provost's Office.

DIVISION III: HARASSMENT AND DISCRIMINATION COMPLAINT PROCEDURES

I. DEFINITIONS

- a. **APPEAL:** Appeal means the request by the complainant or respondent to have a review of the determination of the hearing board.
- b. **APPEALS BOARD:** Appeals board means the representatives of Iona College who have been delegated authority to decide if the hearing board made a prejudicial error.
- c. **COLLEGE:** College means any reference to Iona College.
- d. **COMPLAINANT:** Complainant means any employee or student of Iona College who makes an allegation of harassment and/or discrimination.
- e. **COMPLAINT:** Complaint means any allegation, informal or formal, by the complainant of harassment, retaliation and/or discrimination which would be prohibited by the Iona College harassment and discrimination Policy, Title VII of the Civil Rights Act, Title IX of the Educational Amendments of 1972, the 1980 implementing regulation, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990 and any memorandum, directives, guidelines, or subsequent federal or New York state legislation regarding harassment and discrimination that may be issued or enacted.
- f. **CORRECTIVE ACTION:** Corrective action means any sanction imposed by the president of the College, or the president's designee.
- g. **DETERMINATION:** Determination means the written advisory decision of the hearing board regarding the validity of the complaint.
- h. **HEARING BOARD:** Hearing board means the representatives of Iona College who have been delegated authority to make an advisory determination as to the validity of a complaint at the formal hearing level.
- i. **HARASSMENT AND DISCRIMINATION COMMITTEE:** Harassment and Discrimination Committee is the Iona College committee appointed by the president of the College, or the president's designee, to monitor the effectiveness of the Iona College Harassment and Discrimination Policy. The Harassment and Discrimination Committee shall consist of eight members: four faculty members, two administrators, one staff member, and one student. The Harassment and Discrimination Committee shall elect its own chairperson.
- j. **OMBUDSPERSON:** Ombudsperson means the employee designated to coordinate Iona College's effort to comply with the Iona College Harassment and Discrimination Policy, Title VII of the Civil Rights Act, Title IX of the Educational Amendments of 1972, the 1980 implementing regulation, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990 and any memorandum, directives, guidelines, or subsequent federal or New York state legislation regarding harassment and discrimination that may be issued or enacted.
- k. **PREJUDICIAL ERROR:** Prejudicial error means an error substantially affecting the outcome of a hearing.
- l. **PREPONDERANCE OF THE EVIDENCE:** Preponderance of the evidence means that the evidence must convince the trier of fact that the existence of the fact in question is

more probable than not.

m. **REPLY:** Reply means the answer of the complainant or respondent to the claims made in an appeal.

n. **RESPONDENT:** Respondent means any employee or student of Iona College alleged to be responsible for committing an act of harassment and/or discrimination.

o. **RESPONSE:** Response means the respondent's written answer to the allegations of harassment and/or discrimination in the complaint.

p. **WORKING DAY:** Working day means every day excluding Saturday, Sunday, and holidays recognized by Iona College.

II. FILING A COMPLAINT

a. **ELIGIBILITY FOR FILING:** Any student or employee of the College may file a harassment and discrimination complaint under this procedure.

b. **PRECOMPLAINT MEETINGS:** Normally a person considering whether to bring a harassment and discrimination charge will contact the Ombudsperson to discuss the matter. However, it is possible that the potential complainant might first consult with some other appropriate person on campus (including, but not limited to, a faculty member, academic adviser, dean, administrative supervisor, campus minister, counselor, or residence hall adviser). Nothing in this Policy requires a Complainant to contact the Respondent before making a complaint.

c. **REFERRAL TO OMBUDSPERSON:** It is the responsibility of the person consulted about a harassment and discrimination charge to refer the potential complainant to the Ombudsperson.

d. **INITIAL MEETING WITH THE OMBUDSPERSON:** At the first meeting between the complainant and the Ombudsperson, the Ombudsperson will:

1. Inform the complainant of the options within the College and outside of the College for pursuing a harassment and discrimination charge.

2. Give the complainant a copy of the Iona College Harassment and Discrimination Policy and Procedures.

3. A written record will be made for the Ombudsperson's file of the complaint, which will be started upon notification of a potential complaint.

e. **INTERNAL OPTIONS AVAILABLE TO THE COMPLAINANT:** The complainant is not required to decide on a course of action at the initial meeting with the Ombudsperson. However, the complainant must eventually decide to:

1. Discontinue participating in the internal process;

2. File an informal complaint with the Ombudsperson and request an informal mediation; or

3. File a formal complaint with the Ombudsperson and request a formal hearing.

f. **COMPLAINT FORMS:** Informal and formal complaint forms will be available from the Ombudsperson. The complaint forms should include the name and home or school address of the complainant and the respondent, the nature and date of the alleged act of harassment and discrimination, and the signature of the complainant. The complaint may also include the remedy sought by the complainant.

g. **TIME LIMIT FOR FILING A COMPLAINT:** The complainant must file an informal or formal complaint with the Ombudsperson within 180 actual days of the occurrence of the alleged act of harassment and discrimination by the accused. If the complainant initially files an informal complaint within the above time limit and the mediation of that complaint is unsuccessful, the complainant may then file a formal complaint. The subsequent filing of the formal complaint will be deemed to be timely (even if it is submitted to the Ombudsperson after the 180 day time limit has expired) so long as the other requirements herein have been satisfied.

III. PROCESSING AN INFORMAL COMPLAINT

a. **NOTIFICATION OF THE RESPONDENT:** Within one week of the filing of an informal complaint with the Ombudsperson, the Ombudsperson will contact the respondent in order to:

1. Give the respondent a copy of the informal complaint that has been filed by the complainant and
2. Give the respondent a copy of the Iona College Harassment and Discrimination Policy and Procedures.
3. A written record will be made for the Ombudsperson's file.

b. **INFORMAL RESPONSE TO AN INFORMAL COMPLAINT:** The respondent will have one week to file a written response to the informal complaint with the Ombudsperson. The response should indicate the respondent's willingness or unwillingness to participate in an informal mediation process. A copy of the response will be given to the complainant by the Ombudsperson.

c. **WILLINGNESS OF RESPONDENT TO PARTICIPATE IN AN INFORMAL MEDIATION PROCESS:** If the Ombudsperson receives a written response from the respondent indicating that the respondent will participate in the informal mediation process, the Ombudsperson will have one week to convene the informal mediation.

d. **INFORMAL MEDIATION PROCESS:** In many instances, an informal mediation process can be useful in resolving perceived and actual instances of harassment and discrimination or unprofessional conduct. Problems are sometimes easier to resolve when an informal atmosphere encourages people to identify the difficulty, talk it out, and agree on how to deal with it. Consequently, the Ombudsperson is encouraged to be flexible in arranging an informal mediation process which will best meet the needs of each individual case. In some instances, the Ombudsperson may find it appropriate to meet with the complainant and respondent separately, together, or in the presence of some other appropriate member of the College community. The informal mediation process may continue for as long as the Ombudsperson, complainant, and respondent are willing. No informal resolution may be imposed on either the complainant or the respondent without both parties consenting to the resolution.

e. **RESOLUTION OF COMPLAINT AS A RESULT OF INFORMAL MEDIATION:**

If the informal mediation results in a resolution agreed to by the complainant and the respondent, the Ombudsperson will prepare a memorandum indicating the terms of the resolution and the need, if any, for follow up by the Ombudsperson. The complainant and the respondent must meet with the Ombudsperson within one week of the close of the informal mediation process in order to sign the memorandum. The complainant and respondent will each receive a copy of the memorandum. The original will be retained in the Ombudsperson's permanent file.

f. **FAILURE TO ACHIEVE MUTUAL AGREEMENT TO A RESOLUTION OF A COMPLAINT AS A RESULT OF INFORMAL MEDIATION:** If the informal mediation fails to produce a resolution mutually agreed to by the complainant and the respondent, the Ombudsperson will prepare a memorandum indicating that the informal mediation was not successful and send copies by certified mail (return receipt requested) to the complainant and the respondent. The complainant and the respondent must meet (either together or individually) with the Ombudsperson within one week of receipt of the copies of that memorandum in order to sign the original memorandum confirming that mediation was not possible. The original memorandum with the signatures of the Ombudsperson, complainant, and respondent will be retained in the Ombudsperson's permanent file.

g. **UNWILLINGNESS OF RESPONDENT TO PARTICIPATE IN AN INFORMAL MEDIATION PROCESS:** If the Ombudsperson does not receive an informal response from the respondent or receives an informal response indicating that the respondent is unwilling to participate in the informal mediation process, the Ombudsperson will immediately send letters by certified mail (return receipt requested) to the complainant and the respondent informing them that there will be no informal mediation. The letter will also indicate that the complainant has one week upon receipt of the certified letter to:

1. Inform the Ombudsperson whether he or she intends to continue participating in the College process;
2. File a written formal complaint with the Ombudsperson and request a formal hearing. (This will be allowed even if the 180 actual day time limit had expired before the unsuccessful mediation process was completed); or
3. Inform the Ombudsperson whether he or she intends to reserve the right to file a written formal complaint. (This will only be allowed if a subsequent formal complaint is filed with the Ombudsperson within 180 days of the alleged harassment and discrimination by the complainant.)

IV. PROCESSING A FORMAL COMPLAINT

a. **FILING OF A FORMAL COMPLAINT:** The formal complaint must be filed by the complainant with the Ombudsperson. If the complainant had filed an informal complaint against the respondent which was not resolved, the complainant may file the same, or an amended, statement of allegations in the formal complaint.

b. **NOTIFICATION OF THE RESPONDENT:** The Ombudsperson, upon the timely receipt of a formal complaint and request for a formal hearing by the complainant, will send a copy of that complaint by certified mail (return receipt requested) to the respondent. If the complainant had not previously filed an informal complaint regarding this same allegation of harassment and discrimination against the respondent, the Ombudsperson will send the respondent a copy of the Iona College Harassment and Discrimination Policy and Procedure. The Ombudsperson will also be available to meet with the respondent to discuss the complaint

and the College's policy and procedure.

c. **RESPONSE TO FORMAL COMPLAINT:** The respondent will have one week upon receipt of the formal complaint to file a written response with the Ombudsperson. The response should include a confirmation or denial of the allegations in the complaint; an indication of the extent to which the complaint has merit; and an acceptance or rejection of any remedy sought by the complainant. Upon receipt of the response, the Ombudsperson will send a copy of the response to the complainant by certified mail (return receipt requested).

d. **FAILURE TO RESPOND TO FORMAL COMPLAINT:** The failure of the respondent to respond to a formal complaint will not result in the termination of the formal hearing process.

e. **SUSPENSION OF FORMAL HEARING PROCESS:** The College may suspend the formal hearing process if there is any pending civil and/or criminal litigation in a related matter involving the parties.

f. **FORMATION AND CONSTITUTION OF A HEARING BOARD:** Upon receipt of a formal complaint and request for a formal hearing by a complainant, the Ombudsperson will immediately contact the chairperson of the Harassment and Discrimination Committee to arrange for the calling together of a hearing board. The hearing board will be chosen by the chairperson of the Harassment and Discrimination Committee from among the members of the Harassment and Discrimination Committee and a rotating pool of 48 members of the College community. The Ombudsperson will arrange for each member of the pool to participate in at least one annual training session in the law of Harassment and Discrimination and the Iona College Harassment and Discrimination Policy and Procedure.

The hearing board pool shall consist of 12 faculty members, 12 administrators, 12 staff members, and 12 students. The provost shall make appointments to the pool based on nominations of faculty and students by the academic deans and of administrators and staff members by the administrative officers. In each instance, an attempt should be made to gender balance the appointments.

The hearing board for a specific case will consist of five members:

1 member of the Harassment and Discrimination Committee who will serve as the chairperson

1 member of the pool who is a peer of the complainant

1 member of the pool who is a peer of the respondent

1 member of the pool who is a peer of the respondent

2 members of the pool who are neither peers of the complainant nor peers of the respondent

The hearing board should not consist of more than three members of the same sex.

Students may only be selected to serve on hearing boards in which the complainant or the

respondent is a student. The Ombudsperson and the chairperson of the Harassment and Discrimination Committee may not serve on a hearing board.

The chairperson of the Harassment and Discrimination Committee will exclude from the hearing board any member of the pool who is not impartial with regard to the parties to a particular hearing or who has specific knowledge of the case in question.

g. **SCHEDULING OF HEARING:** The Ombudsperson shall set the date for the formal hearing to be held no more than three weeks after the Ombudsperson's receipt of the complainant's formal complaint. It is the responsibility of the Ombudsperson to notify the complainant and respondent as to the time and place of the formal hearing.

h. **WITNESS LISTS:** Two working days prior to the hearing, the complainant and the respondent will provide the Ombudsperson with a list of the witnesses who will be called to testify at the hearing. The Ombudsperson will immediately make each list available to the other party. Subsequent amendments to the witness lists will only be allowed at the discretion of the chairperson of the hearing board.

i. **DOCUMENTS AVAILABLE TO HEARING BOARD:** Prior to commencement of the formal hearing, each member of the hearing board will be provided with a copy of the formal complaint, the formal response, and the witness lists.

j. **PERSONS PRESENT AT THE FORMAL HEARING:** The formal hearing will be closed to the public. The people who may be present at the hearing are: the complainant, the respondent, the members of the formal hearing board, the stenographer, and the witnesses called by the complainant, the respondent, and the formal hearing board. Each witness will be allowed to be present in the hearing room only while he or she is giving testimony. In addition, the complainant and the respondent may each have present at the hearing one other person (who may act as an adviser but who will not be allowed to actively participate in the hearing.)

All persons who attend the hearing will be instructed by the chairperson of the hearing board as to the importance of confidentiality.

k. **PROCEDURES GOVERNING THE CONDUCT OF THE FORMAL HEARING:** The specific details for the conduct of a particular formal hearing shall be made by the hearing board. However, the formal hearing must be conducted as expeditiously and fairly as possible. In addition, each hearing must comply with the following requirements:

1. **RECORD OF THE PROCEEDING:** A stenographic transcript will be made to provide a permanent record of the proceeding.

2. **OPENING STATEMENTS:** The formal hearing will begin with an opening statement by the chairperson of the hearing board. The complainant and the respondent will then have the opportunity to make opening statements.

3. **WITNESSES:** The complainant, respondent, and hearing board will have the right to call such witnesses as they deem necessary to develop the facts pertinent to the case.

4. **QUESTIONING OF WITNESSES:** Formal rules of evidence shall not be applied at the formal hearing. The complainant, respondent, and the members of the hearing board will have the right to ask questions of any person participating in the hearing.

5. CLOSING STATEMENTS: After all witnesses have been fully questioned, the complainant and then the respondent will have the opportunity to make closing statements.

6. BURDEN OF PROOF: The complainant has the burden of proving his or her complaint by the preponderance of the evidence.

7. ISSUES AND OBJECTIONS ARISING DURING THE FORMAL HEARING: All decisions as to any issues and objections arising during the formal hearing, including, but not limited to, whether a potential witness may testify, whether certain documents and other real evidence are admissible, and whether certain questions are appropriate shall be made by the chairperson of the hearing board after consultation with the other members of the hearing board.

l. DETERMINATION BY HEARING BOARD: The hearing board will begin its deliberations in private after the closing statements have been made. The determination that harassment and discrimination have occurred will be made if four of the five hearing board so find. A written statement of the determination and a copy of the stenographic record of the hearing will be given to the president of the College (or the president's designee) within one week of the end of the formal hearing. Any member of the hearing board may write a supporting or dissenting position letter which will accompany the majority determination.

m. FINAL DECISION AND CORRECTIVE ACTION: The president of the College (or the president's designee) will have two weeks to review the stenographic record and the determination of the hearing board and to issue a final decision which will include any corrective action which will be taken by the College.

n. NOTIFICATION AND RECORD KEEPING: The president of the College (or the president's designee) will send copies of the hearing board's determination and the president's final decision by certified mail (return receipt requested) to the complainant and the respondent. Additional copies will be given to the Ombudsperson and the appropriate dean or administrator for the complainant and the respondent and will become part of the permanent files of the complainant, the respondent, and the Ombudsperson.

V. PROCESSING AN APPEAL

a. RIGHT OF APPEAL: If the complainant or respondent is dissatisfied with the determination of the hearing board, he or she may appeal that determination to the Appeals Board. Such an appeal must be made in writing to the Ombudsperson within one week of the receipt of the certified letter containing the determination of the hearing board and final decision of the president. The appeal must briefly state the basis for the dissatisfaction. The appeal process may not be used to reconsider the facts but only to determine if there has been a prejudicial error in applying the Iona College Harassment and Discrimination Policy and Procedure at the formal hearing.

b. NOTIFICATION TO PARTY NOT FILING AN APPEAL: Upon the timely receipt of the appeal request, the Ombudsperson will send a copy of the appeal request to the other party. Upon receipt of that notification, that party will then have one week to file a written reply with the Ombudsperson.

c. FORMATION AND CONSTITUTION OF APPEALS BOARD: The appeals board will consist of one member of the Harassment and Discrimination Committee (who will serve as the chairperson of the Appeals Board) and two members of the trained pool (described in IV (f) above) who will be selected by the chairperson of the Harassment and Discrimination

Committee. The appeals board will consist of one peer of the complainant, one peer of the respondent, and one person who is neither a peer of the complainant nor a peer of the respondent. The appeals board should have no more than two members of the same sex. Members of the appeals board may not have served on the formal hearing board.

d. **PROCEDURES GOVERNING CONDUCT OF THE APPEALS PROCESS:**

1. **INFORMATION SUPPLIED TO APPEALS BOARD:** The Ombudsperson will supply the appeals board with copies of the complaint, the response, the stenographic recording of the hearing, the determination of the board, the final decision of the president, the appeal, and the reply. No new evidence may be introduced during the appeals process.

2. **TIME AND MANNER OF THE APPEALS HEARING:** The Ombudsperson will arrange for the appeals board to conduct the appeals hearing within one week of the deadline for filing the reply. The appeals board will then consider the materials submitted by the Ombudsperson.

e. **DECISION OF THE APPEALS BOARD:** The decision of the appeals board will be submitted in writing to the president of the College (or the president's designee) and the Ombudsperson within one week of the end of the appeals hearing. If the appeals board determines that there was no prejudicial error, it will affirm the hearing board's determination. However, if the appeals board determines that there had been a prejudicial error committed by the hearing board, the appeals board will remand the case to the Ombudsperson for a new hearing. If the case is remanded, a new hearing board will be formed and scheduled to hear evidence, in accordance with the requirements contained in Section IV, within one week of the receipt of the decision of the appeals board by the Ombudsperson.

f. **NOTIFICATION OF THE DECISION OF THE APPEALS BOARD:** The president of the College will send a copy of the decision of the appeals board by certified mail (return receipt requested) to the complainant and the respondent. Copies of the decision will also be sent to all parties who received copies of the determination of the hearing board in order to be placed in the permanent files of the complainant, the respondent, and the Ombudsperson.

g. **FINALITY OF DECISION OF APPEALS BOARD:** The decision of the appeals board will constitute the final determination as to whether the formal hearing was conducted with prejudicial error.

VI. GENERAL PROVISIONS

a. **WAIVER OF TIME REQUIREMENTS:** The waiver of time requirements throughout this process may be made at the sole discretion of the Ombudsperson in those instances where the Ombudsperson has concluded that to follow the time requirements would be impossible or would result in unfairness. The Ombudsperson may also waive the time requirements in those instances where the complainant and the respondent mutually consent to the waiver.

b. **PROHIBITION OF RETALIATION:** No person shall be subject to discharge, suspension, discipline, harassment, or any form of discrimination for having utilized or assisted others in the utilization of this harassment and discrimination complaint process.

c. **AVAILABILITY OF OTHER PROCEDURES:** This Harassment and Discrimination Procedure is primarily designed to handle personal harassment and discrimination complaints initiated by individual members of the College against other

members of the College. This procedure does not preclude the College itself from initiating actions under other appropriate procedures.

3. **Guidelines on Student Participation in Established Religious Observance**

It is the policy of Iona College that students should not experience adverse or prejudicial effects as a result of their religious beliefs or practices. If a student notifies an instructor in writing within fifteen days of the beginning of a semester, that he or she will be absent from class on a particular day or days due to participation in an established religion's observance, there will be no penalty for absence and, if an examination or other course requirement is missed, an opportunity will be provided to satisfy the requirement.

4. **Iona College's Drug and Alcohol Policy**

The policy prohibits the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees on its property or as part of any of its activities.

There are many health risks that have been associated with the illicit use of drugs and the abuse of alcohol. Some of these risks include addiction, dependence, impaired judgment, damage to the brain, liver, lungs, stomach and central nervous system, and even death. There are also psychological health risks involved. They include anxiety, depression, emotional breakdown and paranoia.

Pregnant individuals have a different kind of problem. They run the risk of causing physical and mental abnormalities that can affect the development of the fetus and the birth and development of the child.

Failure to comply with Iona's policy and local, State and Federal laws governing the possession, distribution and consumption of alcohol on college property or as part of college activities constitutes a violation of the rules of conduct of the College. The same applies to unauthorized sale, purchase, production, possession and distribution of controlled substances or illegal drugs on college premises. Violations are punishable by invoking disciplinary sanctions by Iona College. These may include referral for counseling, censure, suspension, expulsion or termination. In addition, and if necessary or appropriate, legal action may be sought through an appropriate civil authority.

If convicted of violating local, State or Federal law regarding the possession, sale, distribution or use of alcohol and other drugs on college property or as part of college activities, the penalties could be a fine and/or imprisonment and/or revocation of licenses.

Please note that Iona College's drug and alcohol education, awareness, treatment and referral programs are coordinated through the College Counseling Center. The Center offers services to all members of the Iona community including students, faculty and staff. Educational literature is distributed through the Counseling Center and the Drug and Alcohol Educational and Awareness programs.

5. **Smoking Policy**

The following is the Smoking Policy of Iona College as prescribed in the New York State Public Health Law Part 25 section 25.2.

"Except as otherwise permitted by this policy, no person shall smoke or carry a lighted cigar, cigarette, pipe or any other form of smoking object or device in any indoor area open to the public, including but not limited to:

- (a) Arenas, stadiums, gymnasiums, and reception areas;
- (b) enclosed work areas of any type;
- (c) auditoriums, classrooms, conference rooms, meeting rooms, elevators, hallways, restrooms, and rooms or areas containing photocopying or other equipment used in common; and
- (d) the faculty and staff dining room

Smoking is permitted outside of buildings, except in areas in listing "a", above. Employees are encouraged to place expended smoking objects (cigarettes, cigars, etc.) in appropriate containers which are located throughout the campus.

6. Family Educational Rights And Privacy Act Of 1974

Iona College informs students of the Family Educational Rights and Privacy Act of 1974, as amended. This Act, with which the institution intends to comply fully, was designated to protect the privacy of educational records, to establish the right of students to inspect and review their educational records, and to provide guidelines for the correction of inaccurate or misleading data through informal and formal hearings. Students also have the right to file complaints with the Family Educational Rights and Privacy Act Office (FERPA) concerning alleged failures by the institution to comply with the Act.

Local policy explains in detail the procedures used by the College for compliance with the provisions of the Act. Copies of the policy can be found in the Registrar's Office. The Registrar's Office also maintains a directory of records which lists all educational records maintained on students by this institution. Questions concerning the Family Educational Rights and Privacy Act may be referred to the Registrar.

7. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 PROHIBITING SEX DISCRIMINATION IN EDUCATION

Iona College does not discriminate on the basis of sex in its educational programs or activities, as required by Title IX Regulations of the Education Amendments of 1972 and Part 86 of the Regulations of the Department of Health, Education and Welfare. This requirement not to discriminate in educational programs and activities extends to employment therein. It is College policy that all members of the Iona community are responsible for assuring that the College is free from sexual harassment. A full description of policies and procedures regarding College policy on sexual harassment may be obtained in the Office of Human Resources.

For information regarding the College policy and procedures for Gender and Sexual Harassment, please contact:

MaryEllen Callaghan
Ombudsperson for Harassment and Discrimination
McSpedon Hall, Second Floor
Office for Human Resources
(914) 633-2067
mcallaghan@iona.edu

8. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990

Iona College does not discriminate on the basis of handicap against otherwise qualified persons by excluding them from participating in, denying them the benefits of, or otherwise subjecting them to discrimination under any College program or activity. In addition, the College provides reasonable auxiliary aids and academic adjustments without charge. For information regarding disability accommodations for students, please contact:

Marlin Thomas
Section 504 Coordinator
Academic Resource Center, Amend Hall
(914) 633-2226
mthomas@iona.edu

For information regarding disability accommodations for staff, administration or faculty, or for information regarding the College policy and procedures for Disability Harassment and Discrimination, please contact:

MaryEllen Callaghan
Ombudsperson for Harassment and Discrimination
McSpedon Hall, Second Floor
Office for Human Resources
(914) 633-2067
mcallaghan@iona.edu

9. IMMIGRATION AND NATIONALITY ACT (RL 87-195)

This school is authorized under federal law to enroll non-immigrant alien students.

Handbook Acknowledgement

The Faculty Handbook is meant as a guide for the convenience of Iona College Faculty employees.

Iona College reserves the right to modify or amend insurance coverage, retirement plan or employer and employee contribution, all of the aforementioned at any time in the future without prior notice.

If you are interested in learning more about any of the topics in the Faculty Handbook, please speak with your Chairperson, your Dean, or the Director of Human Resources.

I have received a copy of the Iona College Faculty Handbook.

Print Name

Signature

Dated: _____