

*Revision of Faculty Handbook Title Page and Table of Contents– 9/22/10*

PACE UNIVERSITY<sup>1</sup>

FULL-TIME  
FACULTY HANDBOOK

**2010** Revision of the 1986 Edition

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<sup>1</sup> New York City Campus - 1 Pace Plaza, New York, New York 10038  
Pleasantville Campus - 861 Bedford Road, Pleasantville, New York 10570  
Law School - 78 North Broadway, White Plains, New York, 10603  
Graduate Center -1 Martine Avenue, White Plains, NY 10606

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Foreword

### **The Entire Faculty Handbook is Part of the Faculty Contract**

This Handbook has been prepared for Pace University full-time faculty members in the following: the Dyson College of Arts and Sciences, the Seidenberg School of Computer Science and Information Systems, the Lubin School of Business Administration, the School of Education, and the Lienhard School of Nursing. The Foreword, Part I (except for its brief “Historical Background” description), Part II and any Appendices of the Faculty Handbook are part of the faculty contract because they are sources of specific contractual information on institutional descriptions, policies and procedures that affect full-time faculty members. Readers should be aware that these policies apply only to the full-time faculty of the schools listed above and not to faculty of affiliated institutions. In addition, adjunct faculty members should consult the Adjunct Faculty Handbook which can be found in My Pace Portal and Law School faculty should consult the School of Law Faculty Handbook for descriptions of their respective rights and duties.

### **Revisions and waivers to the Faculty Handbook**

The statements contained in this Faculty Handbook (hereafter referred to as the Handbook) reflect institutional policies and procedures in effect at the date of publication. It is understood that changes in this Handbook will be made by collegial agreement among the location Faculty Councils (with the assistance of the Joint Faculty Council if needed), Administration, and Trustees in the tradition of University practice.

Suggestions for improving future editions of the Handbook are welcomed. Changes may be suggested by the Faculty, Administration, or Trustees. Comments should be sent to the chairpersons of the location Faculty Councils or to the Provost.

The following procedure specifies the process for incorporation of any change in the Handbook. A majority vote of the location Faculty Councils (or the Joint Faculty Council if needed) is required to accept any change in addition to acceptance by the Administration and/or Trustees. For the faculty, the process of approval would be the following for each location council: the Handbook Committees, the Faculty Affairs Committees, and finally the Location Councils. The document as approved by the Location Councils would then be forwarded to the President and the Board of Trustees. In situations involving potential conflicts, the Provost may convene a discussion committee composed of members of the Dean’s Council and faculty members to be elected by their respective location councils, to be chaired by the Provost in order to suggest changes to the location Faculty Councils.

No part of this Handbook can be waived without express authorization by the Location Councils or, in the case of individual faculty members, a written waiver signed by such faculty member. A waiver of one part of the handbook shall not be construed as a waiver of any other part of the handbook. A waiver of a part of the handbook for a particular instance shall not be construed as a waiver for any prospective instances whether of the same part or another part.

The location Faculty Councils will review the Handbook for revision every five (5) years, the process to begin in the fall semester of the fourth year after adoption of the present Handbook.

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Suggestions for improving future editions of the Handbook are welcomed. Comments should be sent to the chairpersons of the location Faculty Councils or to the Provost.<sup>1</sup>

This edition of the Handbook has been reviewed, edited and updated by Handbook the Faculty Affairs Committees of the New York and Westchester Faculty Councils in cooperation with the Joint Faculty Council and the Office of the Provost.<sup>2</sup>

Reference materials about the University and its Schools/College can be found on the PaceIntranet Network.

Editions 1950, 1951, 1953, 1956, 1958, 1962, 1967, April 1971, Nov. 1971, 1974, 1976, 1980, 1982, 1986, 2006.

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<sup>1</sup> The term Provost as used in the Handbook refers to the Chief Academic Officer of the University and includes the Office of the Executive Vice President for Academic Affairs.



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**PART I****THE UNIVERSITY: INTRODUCTION, STRUCTURES, FACILITIES, CENTERS, SPECIAL PROGRAMS, SUPPORT SERVICES, CAMPUS SERVICES, CAMPUS****A. INTRODUCTION****1. Historical Background**

Pace University is a non-profit institution of higher education which provides instruction leading to graduate and undergraduate degrees. It offers admission to qualified applicants without regard to age, race, creed, national origin, sexual orientation, or disability status. The University has five locations: the Civic Center Campus in lower Manhattan adjacent to City Hall, the Midtown Center at 535 Fifth Avenue, and three suburban facilities in Westchester County, New York: one campus is in Pleasantville/Briarcliff and two campuses are in White Plains.

Formerly known as Pace Institute, the institution was organized in 1906 by Homer St. Clair Pace and Charles Ashford Pace as an evening school to prepare men and women for the professional work of the public accountant. It functioned in this manner until 1919 when a day program was initiated in response to the demand that followed World War I for full-time study in accountancy and business administration. In December 1948, the name Pace Institute was changed to Pace College by action of the Board of Regents of the University of the State of New York, and authority to confer degrees was granted. In the spring of 1973, when the Board of Regents approved Pace's application for University status, Pace College became Pace University.

Day and evening programs are offered at the main campuses under the auspices of the following schools: the Dyson College of Arts and Sciences, the Ivan G. Seidenberg School of Computer Science and Information Systems, the Lubin School of Business Administration, the School of Education, the Lienhard School of Nursing, and the School of Law.

**2. Affiliation with Other Institutions / Accreditation and Memberships / Honor Societies**

Information can be found online at [www.pace.edu](http://www.pace.edu) on the following topics:<sup>3</sup>

1. Affiliation with Other Institutions (foreign affiliations and joint degree programs)
2. Accreditation and Memberships
3. Honor Societies

**3. Institutional Integrity**

By academic tradition and by philosophical principle, an institution of higher learning is committed to the pursuit of knowledge and to the communication of knowledge to others. To carry out this essential commitment calls for institutional integrity in the way the University manages its affairs, specifies its goals, collaborates with its faculty with regard to the admission of students, the establishment of curricula, the award of credentials, the determination of programs of research, and the establishment of its fields of service.

The maintenance and exercise of such institutional integrity postulates and requires appropriate autonomy and freedom. Put positively, this is the freedom for each faculty member to examine data, to question assumptions, to be guided by evidence, to teach what he or she knows, to be a learner and a scholar. Put negatively, this is a freedom from harassment which would hinder or prevent the University or any member of the faculty from carrying out its essential purposes.

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<sup>3</sup> The final version of this Handbook will have a direct link to each topic.

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Minimally, then, the notion of institutional integrity requires that all members of the University community treat each other with civility, i.e., engage in that complex set of behaviors that enable women and men to live within a community composed primarily of strangers. A negative principle of civility would then permit the free exchange of differing viewpoints. Ideally, the notion of institutional integrity would be supported by an active commitment to collegiality, i.e., to the notion that we have mutual obligations to assist each other in carrying out our respective tasks.

#### **4. Objectives and Philosophy**

Pace University bases its educational programs upon a philosophy that holds that each individual member of its community must be given every opportunity to realize his or her full potential. The University's primary objective with respect to its students is to provide, through the educational process, a means whereby they can develop as complete human beings who possess the competence to contribute both to their own welfare and to the welfare of the society through productive, meaningful activity.

Such an educational philosophy includes the premise that every individual is unique and the University's programs correspondingly reflect and support the diversity of its student body. The programs are based on a common core of liberal arts subjects while providing opportunities for specialization in the humanities, social and natural sciences, nursing, business, computer science, education, law, and the professions. Within the structure of planned programs, a considerable degree of freedom is allowed for the selection of specific subjects in broader areas of study.

### **B. CURRENT ORGANIZATIONAL STRUCTURE OF PACE UNIVERSITY**

The legal powers of the University are vested in the Board of Trustees. Administrative authority is given to the President, who is presently assisted by a number of vice presidents: an Executive Vice President for Academic Affairs, an Executive Vice President for Finance and Administration and the following:

- Vice-President for Information Technology and Chief Information Officer;
- Vice President for Human Resources;
- Vice President for International Opportunities;
- Vice President for University Relations;
- Vice President for Philanthropy;
- Vice President for Student Affairs;
- Vice President for Enrollment Management;
- Vice President for Finance and Associate Treasurer;
- Vice President for Government and Community Relations;
- Vice President for Facilities Management and Construction Planning.

There are three existing associate provosts:

- Associate Provost for Student Success;
- Associate Provost for Academic Affairs;
- Associate Provost for Sponsored Research.

In addition, faculty, staff and students participate in various forms and levels of governance through appropriate University-wide, college-specific, or student representative bodies, committees, and councils.

#### **1. Board of Trustees**

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It is the duty of the Trustees, acting as a Board, to direct and manage the affairs of the University. The Trustees approve the educational program and annual budget, grant final authority for all contracts and agreements made by or with the University and authorize the conferring of degrees.

**Present Committees of the Board include:**

- Academic Affairs and Student Affairs
- Audit
- Civic Competency
- Finance and Administration
- Information Technology
- Investment
- Marketing
- Philanthropy/Government/Community and University Relations
- Presidential Compensation
- Staff Affairs
- Committee on Trustees

Each Committees of the Board is to have faculty representation chosen by the Board from among nominees submitted to them by the location Faculty Councils.

**2. The President**

The President is the chief executive officer of the corporation and is responsible for the general management of all schools, divisions and services of the University. The President shall execute all agreements in the name of the University or cause them to be executed by appropriate officers and employees and shall see that they are carried out and shall perform all duties incident to the Office of President which are required by law, the charter of the University, its by-laws, or action of the Board.

**3. The Provost**

The Provost is the chief academic officer for the University and has primary responsibility, in consultation with the faculty, for all academic programs and most academic support services within the University. The Academic Deans, the University Librarian, the Vice President for Corporate Programs and International Education, the University Director of Cooperative Education, The Vice President for Academic Development, the Executive Vice President for Academic Support Services, Planning and Personnel Services, the Campus Deans of Studies, the Environmental Center, and the Faculty Records Office report to the Provost.

**4. The Vice Presidents**

The vice presidents shall have such duties as may be assigned to them from time to time by the President and, in the event of any temporary absence or disability of the President, perform the duties and exercise the powers given to them by their office descriptions.

**a)The Executive Vice President for Finance and Administration** shall have the care and custody of and be responsible for all funds and securities of the corporation except as the same may be subject to other custody by action of the board; shall deposit the same in the name of the corporation in such banks, trust companies or safe deposit vaults as the board may designate; shall render a statement of the general financial condition of the corporation at meetings of the Board; shall keep true and correct books of account; shall retain under the direction of the Audit Committee a qualified firm of public accountants to examine and verify all corporate books of account, shall report at least once every semester to the faculty concerning University finances and should grant to the faculty regular access to the University's financial information. The goal is to provide the highest quality of financial and administrative services to support the University's mission.

ORGANIZATION:

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1. Architecture & Space Planning
2. Financial Services (Budget, Comptroller, Purchasing & Contracts)
3. General Services (Transportation, Mail, Insurance)
4. University Bookstores
5. Facilities Management (Physical Plant, Construction Management)
6. Safety & Security
7. Systems Development and Training, and
8. Administrative Support Services.

**b) Vice President for Human Resources.** The VP for Human Resources oversees the Office of Human Resources. The mission of Human Resources is to promote a richly diverse, student-centered learning environment that will facilitate the University's mission and strategic goals. To accomplish this mission, Human Resources:

- Creates innovative and flexible employee-centered programs and services to attract and retain the most talented staff and faculty.
- Emphasizes a positive and supportive work environment.
- Consistently strives to exceed employee expectations with respect to the work place environment and employee benefits.

**c) Vice President for University Relations** has primary responsibility for the areas of University development, Alumni Relations and University Communications. The Director of Development, the Vice President for Alumni Relations, and the Vice President for University Communications report to this office.

**d) Vice President for Philanthropy.** The Office of Philanthropy oversees all aspects of fundraising and alumni relations for the University. Specific divisions include: Leadership Gifts, Corporate and Foundation Relations, Major Gifts and Planned Giving, Alumni Relations, Annual and Reunion Giving, Special Events, Donor Relations, and Stewardship of Gifts. The Vice President for Philanthropy reports directly to the President of the University and to the Deans of the Dyson College and University Schools. The Assistant Vice President for Philanthropy, the Director for Leadership Gifts, the Director of Corporate and Foundation Relations, the Senior Director for Major Gifts and Planned Giving, the Director of Alumni Relations, and the Director of Special Events report directly to the Vice President for Philanthropy. The Directors of Development for each school and college, Director of Annual and Reunion Giving, and Director of Donor Systems report to the Assistant Vice President for Philanthropy. The Director of Stewardship Gifts and Director for Prospect Research report to the Director for Leadership Gifts. The Office of Philanthropy is responsible for maintaining strong relationships with all alumni and external constituencies and engaging them with both volunteer opportunities as well as ways to support the University financially.

**e) Vice President for Student Affairs.** The Vice President for Student Affairs is responsible for providing direction and management in overseeing all matters related to student life. The position also reports to the Provost. The VP for Student Affairs oversees the areas of Dean for Students, NCAA Division II Intercollegiate Athletics, Judicial Affairs, Housing, and Student Auxiliary Services. More specific responsibilities include developing comprehensive plans to address a wide range of student issues (diversity, substance abuse, security, and counseling services), coordinating interaction among campuses, each of which has its own distinct environment, and developing original research related to student retention.

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**f) Vice President for Enrollment Management.** The VP for Enrollment Management is responsible for the coordination of the recruitment of students at both the undergraduate and graduate levels and is responsible for meeting the goals of the strategic plan of the University. The office reports to both the President and the Provost and coordinates its activities with the Vice President for Student Services

**g) Vice President for Government and Community Relations.** The Office of Government and Community Relations is responsible for Pace University's image and identity, its partnerships with government and community organizations, and the academic reputation of the University. The VP reports directly to the president and acts as a vital resource for the University body, government officials and community organizations. Its mission is to inform the Pace community about relevant federal, state and city government issues, and influence the outcomes through advocacy when the University's interests may be affected.

**h) Vice President for Facilities Management and Planning.** The mission of the Office of Facilities and Management Planning is to create and maintain an attractive, comfortable and safe environment that is conducive to higher education and to living in a manner that is pleasing to the academic as well as the local community, prolonging the useful life of all equipment, buildings and their contents with sound fiscal responsibility within the financial resources provided.

**i) Vice President for Marketing and Communications.** The Vice President for Marketing and Communications oversees the Department of Marketing and Communications. The Department of Marketing and Communications is a component of the Office of University Relations. The department is responsible for developing and implementing a strategic marketing plan for the University that enhances enrollment, supports philanthropy, strengthens connections with students, staff, and faculty, and builds the Pace reputation with key constituencies. The office counsels University clients on strategy, concept, editorial design, scheduling, production, and budgetary aspects of their print and Web-based projects.

### **5. Council of Academic Deans**

The Council is composed of the Deans of the Schools of the University and serves in an advisory capacity to the President through the Provost. The Council is an agency for information exchange among Deans. The Council also reviews and evaluates academic programs and procedures and develops policy statements and recommendations as appropriate. The Council also reviews all proposed courses and may approve or disapprove them. The Council normally meets once a month.

### **6. Faculty Participation in University Governance**

It is University policy to support in general the "Statement on Governance of Colleges and Universities" jointly formulated by the American Association of University Professors, the American Council on Education and the Association of Governing Boards of Universities and Colleges. This document is explicit on the interrelated functions and responsibilities of the governing board, the administration, the faculty and the student body. Faculty may participate in University governance in various ways. Among these are the following:

#### **a. Location Faculty Councils**

The Faculty Councils represent the faculty and serve in an advisory capacity to the President. The Faculty Councils are the principal forums for discussions and decisions relating to faculty concerns, responsibilities, welfare, and matters of significance to the general welfare of the University. New York and Westchester have separate councils. Meetings are held regularly and may be attended by any member of the faculty. See the Appendices for the various council constitutions.

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**b. Joint Faculty Council**

In order to ensure faculty participation in decisions at Pace University and to establish an efficient vehicle for communications between the faculty and other components of the University, the faculty promulgates a faculty governance structure called the Joint Faculty Council (JFC). In recognition of Pace University's history, geography, and culture, the JFC unites the faculty through its joint committee structure. The JFC functions in two areas: 1) as a legislative body in the areas of its primary responsibility, academic policy, and 2) as a recommending body. Therefore the JFC has the authority to set and implement academic standards and policies and the responsibility to review and make recommendations on institutional standards and policies in cooperation with the University administration. **See the Appendices for the JFC Constitution.**

**c. College/School Faculty Assemblies**

The Dyson College and each of the Schools of Pace University have their own governing bodies. For more information on the assemblies, consult the websites of the college or school at [www.pace.edu](http://www.pace.edu).

**d. Faculty Budget Review Committee**

The Faculty Budget Review Committee is composed of faculty elected by the location Faculty Councils of the University. Its members are appointed by the Chairpersons of the location Faculty Councils. This committee meets with the officers of the University in order to participate in the University's budgeting process.

**e. The University Budget Review Committee**

The University Budget Review Committee includes eight (8) faculty representatives elected by the location faculty councils. These representatives meet with the Provost and seven (7) other administrators, the School Deans, and one (1) Staff Council Representative to examine and make recommendations concerning: 1. Budget processes; 2. Allocation of revenue among Dyson College and the University Schools; 3. Student tuition, fees and auxiliary service charges; 4. Salary increase percentages; 5. Recommendations concerning benefits and other matters; and 6. Other budgetary issues as they arise.

**f. Faculty Grievance Committee**

The Joint Faculty Council has established a Grievance Committee consisting of regular and alternate members to handle faculty grievances. Further information on committee procedures is available through the Faculty Grievance Committee secretary. A Faculty Grievance Procedure is available through the Office of the Provost.

**g. Council of Deans and Faculty on Promotion and Tenure (C.D.F.P.T.)**

The Council of Deans and Faculty on Promotion and Tenure of Pace University recommends faculty for promotion and tenure to the President. The membership of this committee is composed of academic Deans from the Dyson College of Arts and Sciences, the Lubin Schools of Business, the Lienhard School of Nursing, the School of Education, and the Seidenberg School of Computer Science and Information Systems as well as three elected members and three alternates of each of the Faculty Councils, representing the New York and Westchester campuses. There is also an Appeals Committee of the C.D.F.P.T. made up of faculty elected by the New York and Westchester Councils and which functions as an appellate body for the faculty.

**h. Search Committees for Deans and Administrators above the Level of Dean**

Search committees are required to search for Deans and Administrators above the level of Dean; these committees will include or consist of faculty members, with input from other administrative departments such as Philanthropy and Affirmative Action; the committees should also include student members. The number of faculty serving on the committee is conditional on the faculty involvement with the respective office. A search for a Dean or

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Provost should have a committee composed of at least 2/3 faculty, whereas the search for an administrator with minimal effect on academic policy would have a committee with at least 1/3 faculty representation. Faculty members serving on search committees will be chosen by the respective Joint or Location Faculty Councils. The board or appointing administrator should accept the recommendations of the review committee except in extraordinary circumstances and for reasons communicated to the committee with an opportunity for response by the concerned parties prior to a final decision. The report should be made public, except for such sections as the board or appointing administrator and the review committee agree to be confidential, together with an account of actions taken as a result of the review.

**i. Evaluation Committees for School Deans and Administrators above the Level of Dean**

Deans and Administrators above the Level of Dean will be evaluated by committees prior to any reappointment. These evaluation committees will largely consist of faculty members; however, other constituencies such as administration, staff and students may be represented. The evaluation committee charge should be charged by the appointing authority with review of all relevant material; however, the precise procedural rules will be solely under the purview of the evaluation committee. Faculty members serving on evaluation committees will be chosen by the respective Joint or Location Faculty Councils; in addition, specific schools with legitimate interests may also appoint faculty members to the committee through their internal governance procedures. A faculty member is not permitted to serve on both the search committee and the evaluation committee associated with an administrator. It is expected that the recommendation of the evaluation committee will be accepted by the Board of Trustees or the appointing administrator.

**j. Committees to Examine and Evaluate the Administrative Structure and Organization of Departments, the Dyson College and the Schools of the University**

Any review of the structure and/or organization of Departments, colleges and/or schools should be undertaken by a committee that includes faculty representation. These committees will include faculty members such that at least 50% of the committee members are faculty; the faculty should be drawn from the affected campus (or campuses), including but not limited to members of the respective Location Council Committees on Curriculum Policies and Procedures. The recommendations of such committees will be reviewed by the full Curriculum Policies and Procedures committees to permit recommendations before presentation to the full Location or Joint Faculty Council. The composition of the committees formed for the purposes stated above shall be from the constituency affected.

**k. Faculty Membership on the Board of Trustees**

(1) Faculty can only truly participate in the governance of the University if it is able to have input at the top management level, the Board of Trustees. With that basic concept in mind, the Joint Faculty Council shall elect and the Board shall seat as full voting member(s) at least one faculty representative. The Board shall not have the right to reject this(ese) member(s) for any reason and shall not under any circumstances exclude this(ese) member(s) of the Board from any of its deliberations. The faculty member(s) shall be tenured at the time of appointment. The term of the faculty representative(s) shall be three years beginning with the start of a given academic year. Reappointment of the faculty representative(s) for each additional three (3) year term must be approved by a vote of the Joint Faculty Council.

(2) The faculty shall also be represented on each and every board committee by one faculty member, nominated by the faculty. Faculty members nominated for this committee shall be

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recommended by each location faculty council and the joint faculty council. Each of these faculty members shall be voting members on their respective committee.

### **I. Ad Hoc Committees**

From time to time faculty ad hoc committees at all levels of governance may be formed to address pertinent and pressing issues before the faculty.

## **C. FACILITIES**

### **1. Pace: A Multi-Campus University**

**New York City.** Pace University is a metropolitan New York university with a growing national reputation for offering students opportunity, rich teaching and learning, civic engagement, and measurable results. Each of its urban and suburban campuses has its own distinctive atmosphere but they share common faculties and traditions.

The campus in lower Manhattan serves as an intellectual and cultural focal point for one of the City's most dynamic and vital areas. Students' educational experiences are enriched by an environment filled with diverse culture and art, populated by citizens of the world and alive with activity.

The Midtown Center in Manhattan offers graduate courses to goal-oriented people looking to advance their careers.

**Westchester County.** The Pleasantville campus in mid-Westchester County is set on 200 acres of rolling countryside. Pace flourishes as the only private University in the county, and offers a broad range of undergraduate degree programs in a stimulating collegiate environment. The Briarcliff annex, a short distance from Pleasantville, is the location of residence halls, recreational facilities, and administrative offices. A shuttle bus provides continuous service between the campuses. The White Plains campuses, in the county's hub, are home to Pace's School of Law, and a center for graduate courses in business, public administration, and computing.

All campuses are linked by the powerful, goal-oriented features of a Pace University education—personal attention, flexibility and responsiveness to the needs and expectations of a diverse and demanding student population.

### **2. University Libraries**

The Pace University Library System -- consisting of the Henry Birnbaum Library in New York City, the Edward & Doris Mortola Library in Pleasantville, the Law Library and the Graduate Center Libraries --provides an impressive array of print materials, digital resources, and expert assistance in support of classroom teaching, collaborative and interactive learning, independent study, scholarly research, and lifelong learning. The Pace Library Home Page (<http://library.pace.edu>) provides more complete descriptions of library resources and services plus general information on library policies and procedures.

**a). Library Bar Codes.** Pace faculty should arrange to stop at the circulation desk of their campus library after receiving their Pace University photo ID card to obtain a library bar code. Once the faculty member's bar code is in place, faculty may check out books from any library in the Pace



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University library system, including the Law Library and the Graduate library, and will then be able to access the various library databases, catalogs and services.

**b). Library Loan Policy.** Faculty may check out books for a period of one semester. Please check with the campus library circulation desk for policies regarding the loan of videos, tapes and other materials.

Faculty may view and/or renew the books they have on loan by visiting the Pace Library System homepage. Click on CATALOGS, and then click View/Renew Books on Loan.

**c). Faculty and Staff Resources.** For a complete listing of resources, please visit [www.pace.edu](http://www.pace.edu); click on the library header tab and then on the Library Services bar on the library welcome page. Finally, click on “Faculty and Staff Resources.”

**d). Intra-Library Loans.** If a faculty member needs material from any library within the Pace University library system, request it from a circulation desk attendant, or via our on-line resources at the Library home page at [www.pace.edu](http://www.pace.edu). Materials normally take 24 to 48 hours to arrive from one campus location to another via inter-campus mail delivery, so please plan accordingly.

**e). Loans from Other Libraries.** The Pace University Library system can obtain materials from other libraries through ILLiad Interlibrary Loan. For further information, refer to the Library site at [www.pace.edu](http://www.pace.edu), or check with a librarian for detailed instructions on this service.

**f). Catalogs and Databases.** The Pace University Library System maintains both on-line and in-house catalogs and databases. All Pace Library catalogs are available on-line. Databases in a wide variety of subject areas are available. Please visit the library homepage for details.

**g). Paper and Electronic Reserves.** Faculty can place books, articles and other materials on reserve in hard copy (paper reserve) or as an electronic reserve. Librarians at all Pace libraries can assist faculty in placing material on reserve, and help faculty to select the best option for their needs.

### 3. Educational Media

The Pace University Educational Media Department will supply faculty with a wide range of up to date technologically advanced equipment and appropriate software for classroom use.

Many classrooms are equipped with wall-mounted VCR and monitor units and in-class overhead projectors. Faculty should contact Educational Media as soon as they have their classroom assignments to find out what equipment, if any, has been pre-installed in that room. Orders for equipment should be placed as early as possible each semester to ensure prompt and regular delivery. Educational Media technicians will assist in placing orders, or faculty may use the on-line order form. To access this form, visit [www.pace.edu](http://www.pace.edu).

For security reasons, equipment not pre-installed in the classroom will be delivered as close as possible to the start-time of the class for which it was ordered. If a faculty member has ordered a laptop through Ed Media, please do NOT leave the room at the end of class without notifying the campus Ed Media department so that the laptop can be picked up.

The Educational Media Department also maintains a library of films in many disciplines. The list of titles is available at the Ed Media site on the Pace Homepage. Faculty should take a moment when

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planning syllabi to examine this listing. Orders for specific titles should be placed as early in the semester as possible to ensure availability.

Videoconferencing is available through Educational Media. Contact the campus Ed Media Office to discuss videoconferencing options and availability.

#### **4. Computer Availability, Access and Services**

Information Technology Services (ITS) provides information technology (IT) support and services to the Pace community.

For information technology services, such as duplicating a presentation for class, reserving video conferencing rooms, having a PC repaired, ordering a cell phone, finding a computer to complete an assignment or accessing the Internet, contact ITS.

#### **5. Course Management Systems**

The University will provide an interactive online learning tool and interactive learning system that enables instructors to post course content, provide online assessments, communicate with students through discussion boards and virtual chat, set up quizzes or surveys, and manage grades online without web-authoring experience. The system can be used to provide supplemental resources to support face-to-face instruction or to host a web-based distance-learning course. This secure online course development system must be accessible 24 hours a day (unless otherwise noted) via an Internet connection and web browser (Internet Explorer).

#### **6. Document Services: Graphics, Printing & Duplicating**

The Document Services department and its campus-based Copy Centers are responsible for reproducing high quantity print communications for the University community. Faculty may call upon Document Services staff for assistance in planning any reproduction needs. The cost for orders placed with Document Services tends to be significantly lower than external printing charges.

### **D. CENTERS, INSTITUTES AND PARTNERSHIP PROJECTS WITHIN THE DYSON COLLEGE AND THE UNIVERSITY SCHOOLS**

Information about the various centers, institutes, and partnership projects can be found in the undergraduate catalog or online at [www.pace.edu](http://www.pace.edu). Some current Centers and Institutes are listed below.

#### **1. Dyson College of Arts and Sciences**

- Center for Applied Ethics
- Center for Community Outreach
- Center for Religious Studies
- Haskins Laboratories
- Kwan Fong Institute for East Asian Studies
- Thomas J. McShane Center for Psychological Services
- Institute of Latin American Service and Studies
- Edwin G. Michaelian Institute
- Emil Froeschels Speech and Hearing Center
- The Environmental Center
- The Confucius Institute

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## **2. Lubin School of Business**

- Center for International Business
- The Center for Applied Research
- William C. Freund Center for the Study of Securities Markets
- Center for Global Finance
- Small Business Development Center
- Center for Professional Education

## **3. Ivan G. Seidenberg School of Computer Science and Information Systems**

- Center for Advanced Media
- Intelligent Agent Lab
- Pervasive Computing Laboratory
- CSIS Center for Distance Education
- Technology Center for Education and Community Empowerment
- CLOUT (Computers-Literacy-Opportunity-University-Technology)
- NACTEL (National Coalition for Telecommunications and Learning Project)

## **4. School of Education**

- Center for Urban Education
- Center for Literacy
- Center for Case Studies in Education

## **5. Lienhard School of Nursing**

- The Center for Continuing Education in Nursing and Health Care
- The Center for Nursing Research, Clinical Practice, and International Affairs
- Center of Excellence for Advancing Leadership, Partnerships, and Scholarship (ALPS)

## **E. SPECIAL ACADEMIC PROGRAMS**

A variety of specialized academic programs are offered that provide different kinds of learning opportunities for students whose interests and abilities are best served by a departure from the established academic routes.

The number of such programs is growing in response to the multiple needs and expectations of individuals seeking higher education in today's society. A review of the programs currently offered at Pace provides an important perspective on the ways in which the University is prepared to meet the educational needs of its students. Further information about these and other programs may be found in the appropriate catalogs.

### **1. Cooperative Education and Career Services**

In order to assist Pace students in understanding today's complex career choices, Co-op and Career Services provides a variety of career development and placement activities for students in all disciplines.

#### **a). Cooperative Education:**

Pace University's Cooperative Education Program is one of the nation's leading programs and the largest in the New York metropolitan area among four-year colleges, with more than 1,000 placements each year and with more than 450 participating employers.

The Cooperative Education Program enables students to combine academic study with paid and unpaid employment that is directly related to career interests while they pursue their degrees.

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Students in all majors can explore careers through hands-on experience in a variety of settings from government and nonprofit organizations to Fortune 500 companies.

#### The Benefits of a Cooperative Education Experience

- Students integrate classroom learning with actual on-the-job experiences while working in pre-professional study-related internships.
- In Pace Cooperative Education positions students earn a substantial salary (currently between \$4,500 and \$10,000 per academic year)
- Students learn resume writing, interviewing, and job search skills.
- Students learn professional business practices and etiquette.
- Students develop maturity, professionalism, and self-confidence.
- Students can explore interests and career goals.
- Co-op improves opportunities for post-graduation employment. Over one-third of all graduating Pace Co-op students receive full-time job offers from their Co-op employers.
- All Co-op students are at an advantage by graduating with career-related work experience.

#### **b). The Co-op Process:**

- Students attend a Co-op information session held each semester to learn about the Co-op program from both student and employer perspectives.
- Students register and meet with a Co-op counselor to discuss the Co-op process.
- Students must attend workshops in resume writing and interviewing skills to prepare for a Co-op position.
- Once students attend the various workshops, they are able to refer themselves online for Co-op positions, and attend Co-op seminars to discuss their experiences with other co-op students.
- Students also have the opportunity to seek a more advanced Co-op position or one in another field or work environment.

#### Eligibility

- To be eligible for a Co-op position, students must be fully matriculated in a baccalaureate degree program, maintain a grade point average of 2.5, and have successfully completed freshman year.
- In addition to meeting these basic requirements, students must have the necessary qualifications to meet the criteria established by each participating employer. Cooperative education positions are competitive.
- Students receive transcript notation upon successful completion of a Co-op position.

#### **c). Career Services:**

The Office of Career Services offers the following:

- Career Counseling.
- Career Assessment.
- Career Panels/Seminars.
- Career Fairs.
- Career Advisory Network.
- Campus Interview Program.
- Online Resume Referral.
- Job Postings.
- The Resource Center.
- Credential Files.
- Virtual Career Center.

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## **2. Fellows of Dyson College**

The Society of Fellows of Dyson College consists of faculty, students, and alumni. Its goal is to foster undergraduate scholarship in the arts and sciences at Pace University by identifying men and women of outstanding academic ability and encouraging them to develop their talents through a program of academic, social, and creative activities.

The activities of the society include a weekend seminar, usually during the fall semester, and mini-seminars throughout the year, which provide an opportunity for students and faculty to consider and debate issues of contemporary significance under the leadership of a prominent visiting scholar or Pace faculty member. Discussions have included topics such as bio-medical ethics, discretion and accountability in law, and the ethics of journalism. At the annual meeting, students present scholarly or artistic projects completed under the supervision of an appropriate faculty mentor. Qualified students are recognized as associates and those fulfilling established criteria are inducted as fellows.

Participation in activities of the society is open to matriculated students who demonstrate ability in the liberal arts, scientific scholarship, or artistic creativity. Prospective student members of the Society of Fellows may be:

- Nominated by any faculty member or fellow.
- Identified by the Dean's Office as having a cumulative quality point average of 3.5 or above and having completed 32 credits at Pace.
- Recommended by the campus director of the Pforzheimer Honors College.

## **3. High School Bridge Program**

Pace University provides the opportunity for high school seniors of ability and motivation to take courses for college credit. Full-time programs may be organized for cooperating high schools. Except for senior projects, students must be fully qualified for admission and be recommended by their high school principal. Students enjoy dual matriculation in the high school and in Dyson College. Courses carry college credit and may also be used to satisfy requirements for the student's high school diploma.

## **4. International Programs and Services**

The Office of International Programs and Services is available to assist international students during their initial transition to Pace and in the years to come. The office acts as a resource center for students, faculty, and administrators by encouraging and supporting the enrollment of international students within Pace University, and providing advising on study abroad opportunities to all Pace students. The office collaborates with faculty, and administrators to develop new programs in other countries and improve existing linkages and services. The staff is committed to international education and to working with the community to achieve the goal of internationalizing Pace.

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- a. **International Student and Scholar Services.** The Office of International Programs and Services provides a variety of services for international students enrolled or planning to enroll at Pace University, and to visiting scholars and professors coming to Pace from overseas to lecture, teach, or engage in research. The Office of International Programs and Services provides information to international students and scholars before their arrival on campus, works with other offices across campus to present a variety of programs and activities throughout the year, and strives to be the primary resource and advocate for international students on campus.

At the start of each semester, the Office of International Programs and Services organizes an International Orientation for new international students on each of the Pace campuses. The program focuses on issues of particular relevance to international students and information is provided to aid students in their adjustment to Pace, New York, and to the United States. On an ongoing basis, the staff provides comprehensive advising services to students on immigration and employment regulations, legal rights and responsibilities, health insurance, financial matters, academic issues, and all kinds of personal concerns.

The Office of International Programs and Services is responsible for handling matters concerning nonimmigrant visas and Department of Homeland Security (DHS) and Department of State (DOS) regulations. Students and visiting scholars should always consult with this office before contacting the immigration service or an immigration attorney. For detailed information on immigration, employment and tax regulations relevant to nonimmigrant visa status, students, and scholars should refer to the appropriate section of the Handbook for International Students & Scholars available on the office Web page, [www.pace.edu/international](http://www.pace.edu/international).

- b. **Study Abroad.** Pace offers many opportunities to travel and learn abroad. The Office of International Programs and Services provides support and advisement to students planning overseas studies. Students have opportunities to study for an academic year, a semester, a few weeks in the summer, or during the winter or spring break through Pace-sponsored or Pace-affiliated study abroad programs. With proper approval, credits earned abroad can be applied to the Pace degree. Any student wanting to know more about study abroad may schedule an individual appointment with a study abroad advisor and/or attend an information session. A Study Abroad Fair is held on the Pleasantville and New York campuses each fall, and pre-departure workshops are conducted every semester to prepare students for their study abroad experience during the following semester.

In addition to the University's own exchange and affiliated programs, Pace is a member of the following consortia, which conduct educational programs in more than forty countries: American Institute for Foreign Study (AIFS), College Consortium of International Studies (CCIS), Council on International Educational Exchange (CIEE), and Denmark's International Study Program (DIS).

In the interest of promoting international education, Pace University is a member of NAFSA: Association of International Educators; Institute of International Education (IIE); and Metro International.

## **5. Mannes College of Music and Hoff-Barthelson Music School**

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Dyson College, the Mannes College of Music, a division of the New School, and the Hoff-Barthelson Music School in Scarsdale have a long term relationship that enable Pace music minors to pursue music studies and receive credit at Pace for two courses. Credit is granted for private lessons in instruments and voice. Students study with the schools' highly qualified faculty in programs designed both for students with no previous work in music and for students with an extensive musical background. Interested students should contact the chair of the Department of Performing Arts in New York City.

### **6. Pforzheimer Honors College**

The Pforzheimer Honors College is designed to foster the development of outstanding students by enabling them to exercise greater responsibility and initiative in their academic work. The honors college gives its students the opportunity to participate in a scholarly community of students and faculty. Most students take their required honors courses as freshmen and sophomores; juniors and seniors are also actively involved in courses, activities, and honors projects. Honors offers interdisciplinary seminars and a variety of activities providing co-curricular enrichment and exposure to the cultural life of the New York City area.

Pace University has a long tradition of student-faculty collaboration in research projects. Upper-division honors students engage in independent research projects carried out in the junior and/or senior years under the direction of a faculty advisor. Results of this research are presented at the Spring Honors Conference and may be published in the scholarly journal Transactions.

### **7. The Ivan G. Seidenberg Scholars Program**

The Seidenberg School of Computer Science and Information Systems seeks outstanding high school students interested in pursuing a degree in computing. Through the generosity of Ivan G. Seidenberg, this unique scholarship program is available to outstanding students. The program invites the nominations of exceptional students who have a demonstrated creative interest in the computing sciences. Students can self nominate or be nominated by a teacher or guidance counselor.

### **8. The Business Honors Program**

The Business Honors Program (BHP) provides a select group of outstanding BBA students with an enhanced, challenging and rewarding academic experience to prepare them for leadership positions in global business. It shares similar admissions criteria and academic standards with the Pforzheimer Honors College. BHP students are eligible to enroll in progressive honors-level sections of Lubin Business Core courses, attend challenging workshops and events, develop enhanced relationships with faculty and other top-level students, write an honors-level senior thesis, and qualify for special recognition at graduation.

### **9. The Center for Academic Excellence**

The Center for Academic Excellence (CAE) embodies Pace University's commitment to academic success. The CAE is made up of four offices that serve the needs of our first year students – the Office of First Year Programs, the Office of Academic Resources, the Tutoring Center and the Challenge to Achievement at Pace Program. Together, our offices form a comprehensive academic support network that can assist freshmen as they find their ideal path and pursue their degree. Whether guiding them through the academic and social transition to college, helping them clarify career goals and explore majors, providing tutoring that helps them meet the challenges of college study, or providing unique leadership and service opportunities, the CAE is an important part of the student's experience here at Pace.

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**a. The Office of First Year Programs** welcomes all new Pace freshmen to the University and helps them make the transition to college. By providing academic advisement for students in their first semester, enhancing their membership in the academic community through UNV 101, and introducing them to the rich life of their campus, the Office of FYP helps students create a solid foundation for their future at Pace.

**b. Academic Resources** assists students who are in the process of exploring majors and minors. Students meet individually with an adviser to discuss their interests, learn about different majors and minors at Pace, and decide on a course of study that meets their interests, talents, and life goals.

**c. The Tutoring Center** helps students achieve their academic goals by offering individualized and small group tutoring in a wide range of subjects and upper and lower-division courses. The walk-in services are free to all Pace students.

The Tutoring Center offers assistance in many subject areas by providing both professional and peer tutors who help students improve their proficiencies. Through drop-in or faculty-referred tutoring, individual tutoring sessions, online tutoring, and special discussion groups connected to specific courses, the Tutoring Center develops independent learners who can effectively collaborate with their fellow students to achieve high levels of academic performance. These services are free to all University students. Students are encouraged to visit the CAE to make use of the following services:

1. Math Lab:

- Provides tutoring support for mathematics courses.
- Helps students use mathematical concepts in applications for business, science, economics and other courses.
- Encourages students to develop their mathematical reasoning skills.
- Maintains reference materials for students to review for graduate and professional examinations.

2. Accounting Lab:

- Provides tutoring support in foundation accounting courses.
- Helps students develop effective study strategies.
- Prepares students for course exams.

3. General Tutoring:

- Provides tutoring in various courses; students should check local center for tutor availability in specific courses.
- Helps students develop various plans for test preparation.
- Helps students organize course material to improve strategies for learning.

4. Special Discussion Groups:

- Enhance and support selected courses.
- Help students develop mastery in the course.
- Meet weekly with peer leader to discuss lecture and readings to acquire the analytical and study strategies necessary for success in the discipline (these meetings are in addition to the regularly scheduled classes with the professor).

The Tutoring Center is available to all students, but students are expected to act in a reasonable manner and not interfere with others' enjoyment of the center. The center reserves the right to prohibit access to the center, on a temporary or permanent basis, to any student whose behavior unreasonably disrupts the operation of the center, or violates the Guiding Principles of Conduct outlined in the Student Handbook. Such behavior will be reported to the Dean for Students, who



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may take action consistent with the Disciplinary Process outlined in the Student Handbook.

**d. The Challenge to Achievement at Pace (CAP) Program** gives students who demonstrate academic promise the opportunity to become part of the university community. Small classes, advisement, workshops and structured academic support help students recognize and reach their academic potential.

CAP is a first-year academic support program designed to assist students who may not meet admission criteria, but otherwise show academic potential. Students newly enrolled in the CAP Program are assigned full-time academic advisors who provide academic, personal, and career-related support and also instruct students in the UNV 101 courses. The CAP program:

- Provides small classes that allow professors to develop a close rapport with their students.
- Works closely with faculty to ensure that students receive academic support and personal guidance.
- Provides support in all subject areas through workshops, seminars, and tutoring led by both faculty and peer tutors.

In order to complete the CAP program and continue at the University, students must achieve a 2.0 CGPA (cumulative average), accumulate 24 credits, earn a grade of “C” or better in ENG 120, and complete the CAP UNV 101 course. In addition, students must satisfy specific matriculation requirements for their intended majors.

### **10. The Writing Center**

The Writing Center serves Pace University students on both the Pleasantville and New York City campuses. The mission of the Writing Center is to work interactively with students to improve their writing abilities with the goal of helping students develop their skills as writers and critical thinkers. The Writing Center was established in 2003 to support undergraduate students in the new English core curriculum and is funded by student fees attached to core writing courses (ENG110, ENG120 and ENG201). Fees collected from these writing courses, plus additional funding from the office of the Dean of Dyson, are specifically earmarked to support the Writing Centers, which have now expanded their range of assistance to offer a variety of writing and development services, including tutoring, workshops, and writing resources to as many Pace University students as possible. Each Writing Center is staffed by a full-time Coordinator, who is supervised by, and consults regularly with, a departmental liaison from each campus’s English Department, and who hires tutors and other staff as needed.

### **11. Pace High School**

Pace High School is a collaboration between Pace University, the New Century High School Initiative, New Visions for Schools, and the New York City Department of Education. The high school is a college-oriented, student-centered environment. Curriculum is tailored to meet each student’s individual needs and goals, and works in close collaboration with Pace University’s School of Education and its faculty members. Located in Chinatown in downtown Manhattan, the school also serves as a training ground for future teachers from Pace’s School of Education. Students may opt for student-teaching placements at the high school.

### **12. University Centers for Excellence**

Pace University’s Centers for Excellence were created to develop and promote high level collaborative and interdisciplinary programming in key thematic, academic areas throughout the University. As freestanding departments within the Office of the Provost, the Centers are intended to provide a forum for activity in four key areas: academic program development; scholarship; experiential learning, policy, and practice; and,

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service.

**a. Pace Academy for Applied Environmental Sciences**

Pace Academy for Applied Environmental Studies works to advance the mutually enhancing relationship between nature and society by engaging departments across the University in a suite of programs that are typically outside the reach of any one school, college, department or curriculum. Pace Academy serves as an intellectual center for environmental knowledge, learning and discourse by:

- Creating specialized courses of study that operate across the curricular and structural boundaries of Pace University schools, the college, and other higher education institutions, as well as beyond the University campus.
- Offering opportunities for meaningful professional level experience in environmental affairs through undergraduate research, clinical practice, and advanced internship placement.
- Creating an undergraduate to graduate-level program of study that prepares students for career opportunities in environmental policy and management.
- Administering a sustainable campus program that engages students, faculty and staff at both the practical and educational levels.
- Promoting faculty research and scholarship that advance practical solutions for society's environmental problems through innovative policy development.
- Advancing Pace University's leadership position within the region and nation as an innovator, by promoting policy and practices that reflect the University's research, scholarship, and application of sustainable practices."

**F. SUPPORT SERVICES AND GENERAL EDUCATION**

**1. Academic Advisement Services**

The offices of the Academic Deans and a variety of staff offices, including the Center for Academic Excellence, provide services that augment the academic advisement provided by the faculty. The faculty provide academic advisement on matters such as major areas of course concentration, course requirements, prerequisites, and sequencing of courses. Students enrolled in special academic programs can also consult with the program directors. The Division of Adult and Continuing Education gives assistance to all non-matriculated students as well as evening students by functioning as liaison with appropriate academic departments. The counseling centers at all three campuses offer academic advising along with other testing and counseling services.

**2. Academic Regulations for Faculty Members**

Full information concerning the grading system, the academic calendar and policies on such matters as attendance, examinations, academic integrity and grade appeal processes, may be found in the **University catalog**.

**a) Academic Calendar**

Prior to the start of each academic year, an official academic calendar is released covering Fall, Winter, Spring and Summer semesters. The academic calendar is prepared by the Calendar committee, approved by the Provost and the location Faculty Councils or, in the case of a dispute among the Councils, by the Joint Faculty Council. Faculty are expected to respect and consult the academic calendar when preparing course schedules.

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**b) Class Rosters**

At the beginning of each semester, Faculty can find rosters for each of their classes by going to MyPace Portal.

**c) Classroom Assignments**

On the Civic Center Campus, and the Pleasantville Campus, room assignments are available on the first day of class in hard copy in all buildings of the University. Classroom assignments can also be found online at the University website under “Class Schedules.” Should you require a classroom equipped with specific types of furniture (e.g. desks, tablet armchairs) and/or special equipment (e.g. installed VCR monitors, a beam projector, pre-installed overhead projector), you should obtain a “faculty room preference form” from your departmental administrator, or the form can be accessed online from the Provost’s webpage, under “Academic Policies and Forms.” Completed forms should be submitted to the Office of Academic Scheduling.

**d) Classroom Changes**

If a classroom change must be made for a special event (film, large lectures, etc.), proper authorization should be obtained from the department chairperson and the director of academic scheduling on the campus. In the evening, the Office of Evening Administration can be helpful in the case of an immediate classroom difficulty. To help inform student not aware of a last minute change the pertinent information should be written on the board and announced electronically via Blackboard or other course management system.

Permanent change of classroom must be made through the director of academic scheduling on the appropriate campus. The chairperson must also be informed as well as the division of Continuing Education and Evening Studies for evening/weekend classes.

**e) Guest Speakers**

The department chairperson should be notified when scheduling a guest speaker for a class. The faculty member must be present with the guest speaker. For information about payment for guest speakers, the faculty member should consult the office of his or her dean.

**f) Final Examination**

A time period is scheduled for final examinations each semester. The final examination should be given at the time scheduled by the University. The hard copy schedule of final examinations for day classes will be distributed in November and April. It is also available online at the University website. For evening classes, the final is usually given during finals week at the same time that the class normally meets. A final examination should be given in all classes except where permission to substitute another form of assessment is granted. Faculty are expected to proctor their own examinations.

**g) Students with Disabilities.** If a faculty member has a student with a disability who wishes to obtain an accommodation or auxiliary aid for an exam, he/she must contact the Coordinator of Disability Services located at one of the University's Counseling Centers.

**h) Proctoring Services for Online and Video Conference Courses: Policy & Procedures**

In an effort to address the needs of our online **and video conference** students and faculty, the Center for Teaching, Learning and Technology (CTLT) will provide proctoring services at our New York City and Westchester campus locations for WWW courses. Online **and video conference** courses might be designed in such a way that proctored assessment is critical. Using proctored services we

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can provide students with a location for **midterm** and **final** exams. These services also enable faculty to verify that the student taking the exam has followed the necessary examination guidelines.

1. **Request for Services.** Requests for proctoring services for midterm and final exams must be submitted by the third week of the current semester. This early date will allow for necessary arrangements to be made. It is also very important to communicate this information to students in the relevant classes during the first weeks of class. To request services please fill out the Proctoring Services Request form or send an email to [online@pace.edu](mailto:online@pace.edu). Faculty should submit this request, no later than the third week of the semester they plan to use Proctoring services.

The following information must be included in your request:

- Instructor name, home campus and contact information
  - Name and CRN # of the course
  - Number of students enrolled in the course
  - Type of exam being given:
    - Web Based – the exam is accessible through Blackboard and students will submit answers using Blackboard tools such the test feature or digital drop box.
    - Paper based – a paper copy of the exam will be distributed to students.
  - Resources Allowed for Exam: please be specific: list, in detail, the resources students are allowed to use, if any, for the exam i.e. calculator, formula sheet etc.
  - Time Limit
2. **Date, Time and Location of On-Campus Exams.** Faculty members will be responsible for proctoring exams on their home campus. The CTLT staff will provide the services at the other campus location.

WWW Midterms will be proctored between Weeks 7 & 8 of the semester. The specific date & time is subject to room availability. The Coordinator of Online Support services will arrange and confirm room reservations through Academic Scheduling.

The Coordinator of Online Support Services will schedule one date for Final Exams to be proctored on the New York City Campus and one date for Pleasantville. Final Exams are administered between the hours of 3:30pm-6:30pm.

The Coordinator of Online Support services will arrange and confirm room reservations through Academic Scheduling.

If a student enrolled in a WWW course requires out of state or out of area proctoring services, the Coordinator of Online Support Services will assist the student in choosing an official testing center in their area. Students requiring these special services must contact the Coordinator of Online Support Services through email or by phone to make these arrangements.

Please note: Any fees charged by the testing center will be the responsibility of the student.

3. **Make-Up Exams.** If a student cannot attend the scheduled midterm or final exam, the faculty member may allow the student to arrange with either the instructor or the proctor

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to attend a make-up exam. This is at the discretion of the faculty member. The Coordinator of Online Support Services will assist in making arrangements if necessary.

4. **Conflicts.** If a student cannot make the scheduled date and time for the exam, a faculty member may also defer to the University's Conflict and Deferred Examinations process. Please refer to Academic Policies and Information section of the class schedule to advise students on the appropriate procedure.
5. **Exam Information.** If the exam will be web-based, instructors must provide the Coordinator of Online Support Services with the location of the exam within Blackboard and if the exam requires a password. If the exam is paper-based, instructors should provide the Coordinator with the exam materials at least two weeks prior to the exam date. The Coordinator will assist the Instructor in determining the most secure method of delivering exam materials.

Please note: some testing centers do not accept file attachments through email; exams will either be faxed or delivered via mail to the testing center. This will require extra time, so the two week delivery date becomes necessary.

6. **Communication to Online and Video Conference Students.** If faculty plan to have a proctored exam, one of the most important tasks is communicating this information to the students during the first week of class. Once the date, time and location are confirmed, one of the best ways to share this information with the students is via Blackboard, through the Announcements tool and email. In an effort to make sure the students are aware of what is ahead, faculty should require all students to respond to an email announcement, so the faculty member knows that the students have marked their calendars. This will help avoid conflicts later on in the semester.

#### **h). Student Absence from Examination**

Students are permitted to take a deferred examination with the approval of their instructor. Students who have sufficient reason to request a deferred examination are required to complete a Deferred Examination Application Form and have it approved by their instructor. If the instructor is not available, students should contact the Department Chair.

#### **i) Photocopying of Copyrighted Materials**

The policy statement and guidelines for photocopying of copyrighted materials for classroom and research use may be obtained from the University.

#### **j) Grades and Grading System**

A letter grade is awarded as a measure of student performance only by the faculty member assigned to teach a particular course and section. The spectrum of letter grades ranges from A through F, including plus and minus refinements to the letter grades (with the exception of A+ and D- at the undergraduate level and a grade of D at the graduate level), which are available to allow faculty greater flexibility in the measurement of student performance.

1. **Incomplete Work (Grade of I).** Inability to complete required course work or to take an examination may, at the discretion of the instructor, result in the grade of an "I". A maximum of six weeks will be provided to allow the student to complete the required course work or examination. If the course requirements are not completed within the six weeks the grade of "I" will automatically become an "I-F", Incomplete-Failure.

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If, in judgment of the instructor, the incomplete course work is so extensive that it cannot be completed within the allotted time, the grade “F” may be assigned immediately.

2. **Submission of Final Grades.** Final grades should be submitted through the applicable system within five business days after the final examination. Grades for graduating students are due within forty-eight (48) hours.
3. **Grade Changes.** The instructor is the sole authority to issue a grade change for any course. Administration, including department Chairpersons, may not change grades except through the Grade Appeal process. In the event that the instructor is no longer employed at the University or (in the case of tenured and tenure-track faculty) has resigned, retired, or been dismissed, then the department Chairperson becomes the grade change authority for that course. Change of grade forms are supplied by the Registrar’s Office. These forms should be sent directly and should not be given to students. After 6 weeks, grade changes must have the approval of the Chairperson and the Dean. No grade change may be made beyond six months after the conclusion of the course, except with written approval of the Dean and the Provost. The latest date for changing a “K” grade will be one year from the end of the semester in which the grade was assigned.
4. **Grade Appeal Procedures.** The instructor has the sole authority to establish standards of performance and to exercise judgment on the quality of student performance in a manner that reflects reasonable and generally acceptable academic requirements. Grades assigned in this fashion are final except as the instructor may wish to review them. No faculty member or administrator or other individual may substitute his or her judgment of the student’s performance for the reasonable judgment of the instructor.

Students who believe that a final grade received in a course was not determined in a manner consistent with the principle described above may challenge that grade by first arranging, within a reasonable period of time (approximately 10 school days from the time that the grades were made available) to meet informally with the instructor to establish a clear understanding of the method by which the grade was determined. Every effort should be made to resolve the matter at the level of the instructor and the student. Students who have difficulty arranging a meeting with the instructor should consult the department chairperson.

If, after meeting with the instructor, the student wishes to continue the grade appeal, the student may appeal in writing (with a copy to the instructor) within a reasonable period of time to the chairperson of the department that offers the course in question. The statement should clearly state the basis for questioning the grade received in the course. If the chairperson is the instructor, the appeal is to the dean of the school or college.

The chairperson’s decision on whether or not to have a grade reviewed is final. If the chairperson decides that the method by which the student’s grade was determined was not proper, the chairperson will apprise the instructor of the basis for questioning the grade and will request that the instructor review the grade. If the instructor, for any reason, does not review the grade, the chairperson will request that at least one other faculty member qualified to teach the course in question review the grade. In the process of such a review, the faculty member(s) is(are) authorized to assign a grade change and may, if necessary, require additional examination of the student’s performance as a basis for the grade change.

Students may, at any point in this appeal process, solicit the advice and assistance of an individual faculty or staff member. This individual’s authority in these matters is

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limited to mediating the relationship between the student and the instructor and/or chairperson.

### **k) Academic Integrity**

All students have an obligation to be honest and to respect ethical standards in meeting academic assignments and requirements. Academic integrity is maintained when students demonstrate intellectual and academic achievement independent of all assistance except where authorized by the instructor. Students who fail to meet this responsibility subject themselves to sanctions ranging from a reduction in grade or failure in the assignment or course in which the offense occurred to suspension or dismissal from the University.

Students penalized for a breach of academic integrity who wish to appeal such action may petition the chairperson of the department responsible for the course in question to request a hearing on the matter. Faculty are encouraged to take time to explain to their students the difference between an acceptable use of source material and plagiarism.

### **l) Academic Tours and Travel**

Occasionally, it may be necessary or desirable to augment a course of study with a tour or travel program. These tours or travel programs may complement a course or a course may be built around them. They must have clearly-defined academic objectives and include lectures, readings, papers and examinations or other equivalent forms of evaluation

For updated information on specific programs and procedures, visit [www.pace.edu/international](http://www.pace.edu/international) and click on Study Abroad Programs. [For additional information, go to the Faculty Resource Guide, Section VII]

### **m) Textbook Selection and Ordering Procedures**

Course textbook selection is determined by the faculty member or group of faculty members teaching the particular course. In some instances the faculty may decide that the selection of a text and related materials should be department-wide (that is, all faculty teaching the same course are required to use particular textbooks and materials identified by the department). In other instances the department may decide to leave the matter of textbook selection to the discretion of each faculty member teaching the course. The chairperson of the department is authorized to review textbook selections to ensure that they are current and recognized as generally acceptable within the particular discipline.

### **3. Faculty Records and Compensation Office**

The Faculty Records Office located on the Civic Center Campus maintains permanent files on all faculty under contract with the University. Any changes in the faculty member's personal and professional data (address changes, publications, etc.) should be communicated to that office as well as to the department chairperson. Questions pertaining to benefits should be directed to the Personnel Office on the appropriate campus. Any payroll problems should be directed to the Faculty Compensation Office, adjacent to the Faculty Records Office.

### **4. Office of Planning, Assessment, Research, and Academic Budgeting (OPARAB)**

The mission of the OPARAB is to anticipate and respond to both the University's external demands for data and analysis and to facilitate decision-making at all levels of the institution, to provide analytical studies of important issues facing the University; and to enrich the quality of higher education provided by the University. The goals and objectives of OPARAB are:

- To develop a set of strategic indicators that will facilitate comparable analyses with other institutions of higher learning.

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- To facilitate the creation of a planning and assessment culture throughout the University.
- To build connections and support for the various decisions and activities of the senior officers, faculty, and staff throughout the University.
- To provide accurate analytical studies of critical issues facing the University.
- To measure the overall effectiveness of the University's prime mission: to provide high quality undergraduate, graduate, and continuing education.
- To be a general resource for information and analyses of issues in higher education.
- To assist in the development and implementation of assessment throughout the University.
- To coordinate University assessment activities.
- To establish a respected professional office to accomplish the many demands placed on it for information and analyses.
- To continuously upgrade the skills and professional experience of the staff of the office through professional development.
- To create a state-of-the-art office with the latest computer and information systems.
- To help foster a University learning environment.

The Office of Research and Planning has primary responsibility for University data analysis and recommendations. It oversees all Offices of Institutional Research (central units for gathering and analyzing statistical data for the purpose of aiding in institutional policy-making and planning), special projects, and market development.

### **5. Development Office**

The Development Office assists faculty in securing funding purposes for research, curriculum development, program support and training.

The Development Office staff can recommend funding sources and work with individual faculty to develop grant proposals. For government grants the staff can direct proposals through appropriate University channels and secure the required approvals. A "Grants Newsletter" appears each month to provide faculty with current information on sources of outside funding.

The Development Office also possesses a library which contains timely material pertaining to both private and corporate foundations and to government agencies.

Faculty members who wish to learn more about the Development Office's services are encouraged to speak with the University's Director of Development on the New York City Campus.

### **6. University Office of Public Information**

This University Office of Communications serves as a means by which faculty members may publicize their scholarly writings and speeches as well as their personal accomplishments internally through Pace publications and externally through radio, newspapers and other media. This office also publicizes the availability of selected faculty for speaking engagements and for leading seminars.

#### **University Publications.**

Pace University printed publications include:

- **The Annual Report**, distributed to alumni, staff, faculty, donors
- **Pace Magazine**, published two times each year, distributed to alumni, staff, faculty, donors
- **The Pace Pulse**, a weekly e-newsletter, distributed to students, faculty, and staff
- **Opportunitas**, a monthly e-newsletter, distributed to faculty and staff



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- **School and College based e-newsletters**, published two or more times each year, distributed to alumni and donors.
- Announcements posted to MyPace portal by the University for communication with faculty staff and students.

**Student publications** include two weekly student newspapers:

- **The Pace Press** – the NYC campus newspaper
- **Paw Print** – the Pleasantville campus newspaper

## G. CAMPUS SERVICES, INFORMATION AND PROCEDURES

### 1. Health Services

The Health Services Office provides emergency First Aid for ill or injured students, faculty or staff. In addition, a nurse is available for consultation and counseling on health-related concerns and is ready to make referrals if the need arises. The Health Services Office in each campus location has regular office hours during the fall and spring sessions; the office on each campus should be consulted for a specific schedule.

### 2. Identification Cards

University policy requires that a valid Pace University identification card be worn on the outermost garments on all campuses. (Visitors will be issued temporary passes.) A special resident ID is required for admission to the residence halls. At the New York campus and Lubin Graduate Center, ID cards must be displayed to enter the campus. ID cards must be presented for access to the Pleasantville and Briarcliff campuses between 11:00 p.m. and 7:00 a.m., Monday through Friday, and throughout the weekend. This card is also required for Library Services, admission to the Academic Computing labs and on-campus events.

Present Administrative ID Offices are located at:

New York City  
1 Pace Plaza, B Level Security Office  
(212) 346-1812  
Monday–Thursday 10:00 a.m.–6:00 p.m.

White Plains  
Student Annex  
(914) 422-4138  
Monday–Thursday 10:00 a.m.–6:00 p.m.

Pleasantville  
Kessel Student Center, Second Floor  
(914) 773-3830  
Monday–Thursday 10:00 a.m.–6:00 p.m.

Pleasantville  
Gannett Classroom  
(914) 773-3700  
Monday–Friday 9:00 a.m.–5:00 p.m.

Operation hours at the above locations will be expanded at the beginning of each academic year. Arrangements will be made for the issuance of ID cards at the Lubin Graduate Center and the

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Midtown Center. Notices regarding times and dates will be posted.

### **3. Lost and Found**

Lost and Found Offices are located in the Security Offices on the New York, Pleasantville/Briarcliff and White Plains campuses. Missing property should be reported to the Security Office, which makes every reasonable effort to recover it. Anyone finding unidentified property should bring it to the Security Office immediately.

### **4. Parking**

**Pleasantville and White Plains Campuses.** All vehicles used on campus must be registered with the Safety and Security Department. Students must register their vehicle at the beginning of each academic year and will be issued a Parking and Traffic Guide at the time of registration. The Safety and Security Department will also issue temporary parking permits. Special permits are available for students with unique needs or disabilities.

Parking is permitted in designated areas only and prohibited in crosswalks, fire lanes, bus stops, unpaved areas, spaces reserved for the disabled, and any other areas designated as “restricted parking.” Vehicles parked in violation will be given a ticket and in some cases towed at the owner’s expense. Chronic violators will be referred to the Dean for Students or department head for appropriate disciplinary action.

With the exception of some designated faculty & staff and handicap-accessible parking spaces, all parking is on a first-come, first-served basis. Possession of a parking permit or pass authorizes parking, but does not guarantee a parking space.

Pace University assumes no responsibility for the theft or damage to any vehicle. Complete parking and traffic regulations are available in campus security offices. Parking is not available on the New York City campus. Limited meter parking and private parking lots are located nearby for a fee.

### **5. Emergency Procedures**

On the New York Campus call (212) 488-1200. Notices on emergency procedures are posted at all elevators and telephones. Accidents and emergencies should be reported to the nurse's office, extension 1600, and the Dean for Students, extension 1306, or to the Evening Administrator, extension 1943. When these offices are not open, the Security Office, extension 1572, should be notified.

On the Pleasantville/Briarcliff campus call (914) 993-3300. Emergencies should be reported to the Vice President's Office, extension 3781, or to the Office of Evening Administration, extension 3313, or the Security Office 3754 (Pleasantville), or 2830 (Briarcliff) should be contacted.

On the White Plains campus call (914) 681-4000. Emergencies should be reported to the Office of the Vice President, extension 7025, or the Dean for Students, extension 7106 or the Evening Administration Office, extension 7023. Should these offices be closed, the Security Office in Preston Hall should be contacted, extension 7111.

Notification regarding possible safety hazards should be made to the Director of Buildings and Grounds on each campus.

### **6. Fire Regulations**

In case of a fire alarm in any building proceed to the nearest exit and go to the street level. DO NOT USE THE ELEVATORS.

Regulations are posted in all buildings and classrooms with specific procedures to be followed. If you hear the alarm and do not see flames, smoke, or smell follow fire drill procedures that are

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 posted in the building.

### **7. Emergency Closings and Other Changes in Class Schedules**

Occasionally, the University is confronted by the need to close because of inclement weather or other reasons beyond the University's control. Such closings are normally announced through the major radio stations in New York City and Westchester County. In addition, students can also check the Pace University home page and/or call the Pace Events Phone (PEP) for school closing information.

- **New York City, (212) 346-1953**
- **Pleasantville/Briarcliff/White Plains, (914) 773-3398**

Although classes are planned to commence and conclude on the dates indicated in the academic calendar, unforeseen circumstances may require adjustment to class schedules and extension of time for completion of class assignments. Examples of such circumstances may include faculty illness, malfunction of University equipment (including computers), unavailability of particular University facilities occasioned by damage to the premises, repairs or other cause, and school closings because of inclement weather. The University shall not be responsible for the refund of any tuition or fees in the event of any such occurrence or for failure of a class to conclude on the date originally scheduled and will not be liable for any consequential damages as a result of such a change in schedule.

### **8. Personal Property**

The University can assume no responsibility for personal property missing or lost from University premises. Students, Faculty and staff members should exercise caution and care for all personal property including apparel, purses and wallets, briefcases, office articles, books, pictures or equipment. Missing personal property should be reported to the Security Office, which is responsible for operating a lost and found service. The Security office will make all reasonable efforts to recover missing property. As an aid to colleagues and students, faculty and staff members who find unidentified property are requested to bring such articles to the Security Office promptly.

### **9. Payroll**

The Payroll Office, located in Woodward Hall, Briarcliff Campus, is responsible for the timely disbursement of salary and wages to all employees. Such disbursements are scheduled on the 15th and last working day of each month. In addition to the semi-monthly payment of salaries and wages, this office is also responsible for the annual preparation of W-2 forms which inform each employee of salary earned and tax withholdings necessary for preparation of individual tax returns.

The Payroll Office assists the Tax Compliance Officer with any issues and analyses necessary to file withheld taxes and the required reporting to federal and state agencies

The direct deposit of payroll is a requirement for all faculty and staff, both full-time and part-time, at Pace University. Employees earning less than \$600 per week cannot be mandated to participate but, for the reasons cited above, are urged to enroll. If the employee does not have a bank account, the One Card can be used as a debit card through Higher One, making access to their pay via an ATM machine.

Please visit the Finance and Administration website under forms ([WWW.pace.edu/IPN/STAFF/COMPTROLLERS/BUDGET/Forms/dir\\_depo.html](http://WWW.pace.edu/IPN/STAFF/COMPTROLLERS/BUDGET/Forms/dir_depo.html)) for enrollment information and the form. If you have any questions you can contact the Payroll Office in Briarcliff at extension 923-2898 for further assistance.

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**10. Salary Advances and Loans**

It may, under certain circumstances, be possible for the University to arrange for advances, loans, as well as to have salary checks mailed to vacation addresses, or to a designated bank. These arrangements should be made with the Comptroller in advance and preferably in writing. The University, through the Office of the Financial Vice President, will provide assistance in expediting a loan from one of several banks with which the University has a close working relationship. Such special requests must be approved by a University officer.

**11. Mail Distribution**

Each campus maintains a mailroom facility to receive, sort and deliver incoming mail and to process outgoing mail. Faculty mail is delivered daily to designated areas. To facilitate processing of inter-office mail, name, department and location must be clearly filled out. Listings in the University Telephone Directory should be helpful in addressing mail. Inter-campus mail is transferred daily for next day delivery.

**12. Present Dining Facilities and Hours**

**a. New York City Campus** - Main and Catering Contact number: (212) 346-1283

- **The Faculty Dining Room** is open Monday-Friday 12pm-2pm
- **Café 101**, One Pace Plaza, 1st floor - Monday–Friday, 8:00 a.m.–Midnight, Saturday–Sunday, 10:00 a.m.–Midnight
- **Spotlight Café**, One Pace Plaza, B Level - Monday–Friday, 11:00 a.m.–8:00 p.m., Saturday–Sunday, Closed
- **Pace Yourself Kiosk**, One Pace Plaza, 1st floor, West Bank elevators - Monday–Thursday, 8:00 a.m.–8:00 p.m., Friday–Saturday, 9:00 a.m.–2:00 p.m., Sunday, Closed

**b. Pleasantville Campus** – Contact numbers: Main - (914) 773-3763; Catering - (914) 773-3366

- **The Choate Faculty Dining Room** is open Monday-Friday 12pm-2pm
- **Pleasantfill Eatery**, Kessel Campus Center, Main Level - Monday–Friday, 8:00 a.m.–11:00 p.m., Saturday–Sunday, 11:00 a.m.–11:00 p.m.
- **Pleasantfill Eatery Express**, Kessel Campus Center, Main Level - Monday–Friday, 8:00 a.m.–11:00 p.m., Saturday–Sunday, 11:00 a.m.–10:00 p.m.
- **Setter’s Pause**, Miller Hall, 1st floor - Monday–Thursday, 8:30 a.m.–8:00 p.m. Friday–Sunday, Closed

**b. Briarcliff Campus** - Main and Catering Contact number: (914) 923-2612

- **Briarcliff Delights**, Dining Hall, Main Level - Sunday–Saturday, 11:00 a.m.–Midnight

There are also dining services at the law school and the graduate center campuses in White Plains.

**13. Faculty Offices and Keys**

On the New York campus, buildings housing faculty offices are open Monday through Friday, 6:00 a.m. to 11:00 p.m., and on Saturday until 6:00 p.m. The Midtown Center is open from 7:00 a.m. to 9:30 p.m., Monday through Friday, when classes are in session. Faculty share unassigned open office space at that location. In Westchester, buildings housing offices are open Monday through Friday, 8:00 a.m. to 8:00 p.m. and on Saturday until 4:00 p.m. For admission during non-office hours, it is necessary to inquire at the Security Office, located in Wilcox Hall in Pleasantville, in Hillside Hall in Briarcliff, Dannat Hall in White Plains, and in the East Campus Building, Level B in

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New York.

Faculty should obtain keys to their offices from the Security Office on their campus. Proper authorization from the department chairperson or Dean is required. The Security Office has duplicate keys for all offices. Faculty who use their offices during non-business hours assume responsibility for security of their office while they are present.

By signing for office keys, faculty members assume responsibility for proper use. Keys are not to be lent to other persons nor are duplicate keys to be made. The Security Office can be called to open a faculty office if a faculty member forgets the key. The faculty member will be required to show identification to the Security Officer.

#### **14. Telephone Service**

Pace maintains a complex network system to carry voice and data transmission to all locations. The University Telephone System offers the following features:

1. ability to transfer calls to another station without operator assistance;
2. ability to have incoming calls forwarded to a designated station when a telephone is unattended;
3. automatic call-back when a requested call cannot be completed; and
4. call pick-up.
- 5.

If a faculty member has any telephone problems he or she call the campus switchboard operator.

#### **15. Transportation Among Campuses**

Daily transportation for faculty among the New York, Briarcliff, Pleasantville and White Plains campuses is available. A schedule can be obtained from the Department of Transportation in Briarcliff. Information regarding priority seating is available by contacting the Transportation Office.

#### **16. Travel Expense Advances**

Faculty traveling on University business to professional meetings, conventions, etc. may request an advance against anticipated expenses. Such requests should be made well before the trip and must be approved by the Dean of the College/School and the Provost prior to submission to the Comptroller for payment. This arrangement may be made for Kenan Fund awards as well

#### **17. Contracts with Third Parties**

Faculty, including chairpersons, are not authorized to execute contracts on behalf of the University. All contracts with outside parties must be approved by the Financial Vice President and University Legal Counsel, and executed by an authorized officer for specific purposes as the need arises.

### **H. CAMPUS LIFE**

#### **1. Office of the Dean for Students**

The Dean for Students has a key role in developing the personality and environment of the University by engaging the full academic community whenever possible in collaborative activities. In addition, the office plays an important role in communicating the interests and concerns of the students to the academic and administrative leadership. The Dean for Students Office is responsible for many areas of student life including residential life, multicultural affairs, student development, campus activities, wellness programs, and counseling services. The Office also oversees implementation of University rules and regulations that have been established for the well-being of all. Students may arrange to meet with the Dean when they wish to discuss personal, emotional, or academic issues.

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## **2. Office of Student Assistance**

For more information on the Office of Student Assistance, please go to:

- [http://appserv.pace.edu/execute/page.cfm?doc\\_id=17449](http://appserv.pace.edu/execute/page.cfm?doc_id=17449)

## **3. Athletics and Recreation**

Pace University views athletics and recreation as an integral part of the educational experience. The athletics program is designed to bring students together through participation in a variety of varsity, intramural and recreational sports while serving as a focal point for all students, faculty, staff, and alumni. As with other nonacademic activities, athletic activities add another dimension to University life. Intercollegiate and intramural sports give the men and women of Pace University a chance to compete at many levels of ability and interest. There are 17 varsity teams and a wide variety of intramural sports.

The construction of the Ann and Alfred Goldstein Health, Fitness and Recreation Center is a welcome addition to the Pace community. The multipurpose, state-of-the-art facility, located on the Pleasantville campus, includes a 2,400-seat arena, eight-lane natatorium, walking/jogging track, weight room, aerobics room, training facility, locker rooms and health care center. Pace University maintains a successful intercollegiate program for students who qualify under the rules of the University, NCAA, and ECAC. Men's intercollegiate sports include basketball, baseball, tennis, cross country, lacrosse, football, golf, and indoor and outdoor track; women participate in basketball, tennis, volleyball, cross country, softball, soccer, equestrian, golf, and indoor and outdoor track. Pace University competes at the NCAA's Division II level, with membership in the Northeast-10 Conference. Football kicks off the fall season, and the Setters compete in the 10 team, NE-10 Conference. <http://www.pacesettersathletics.com/landing/index>

## **4. Center for Student Development and Campus Activities**

While much of the college experience takes place inside the classroom, the Center for Student Development and Campus Activities promotes the integral part that occurs outside the classroom through co-curricular and extra-curricular activities. As advocates of student empowerment, the Center provides resources, guidance, and support to enhance student achievement and personal development. Opportunities to participate in student governance, leadership training, cultural events, and a wide array of diverse student organizations abound for all interested Pace University students.

All clubs and organizations, including Greek Life, funnel through the Center. Home to more than 100 student organizations, the Center assists student leaders with club advisement, new club development, resource assistance and serves as a conduit for all the clubs' programming needs. Through the Centers for Student Development and Campus Activities, students can find student government representatives, the student newspaper offices, yearbook offices, and other club offices. Students may turn to the Center for campus posting services, student event promotions, class list-serves, and college ring orders.

One of the central and traditional purposes of higher education is to prepare students for positions of leadership both inside and outside the University community. Conferences, workshops, and seminars are scheduled each year for students to examine and develop their leadership potential. In addition to these opportunities, the Center has established the Student Development Transcript that documents a student's out-of-classroom experiences. Offerings include the Leadership Retreats, the Setter Series, Emerging Leaders, and Student of the Month/Year recognition.

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Each year, the Centers for Student Development and Campus Activities direct the organization and implementation of varied orientation programs for entering students. Included in these offerings are summer overnight programs for new freshman and sessions specifically geared to commuter, transfer, international, adult, and resident students interwoven around Welcome Week activities.

The centers collaborate with other offices and departments in hosting the many University traditions and events including University Fest, Spirit Night as well as annual theme celebrations including Latino Heritage Month, Black History Month, Women's History Month, LGBT Pride Month, and Asian Heritage Month.

- New York City Campus: [http://appserv.pace.edu/execute/page.cfm?doc\\_id=124](http://appserv.pace.edu/execute/page.cfm?doc_id=124)
- Pleasantville Campus [http://appserv.pace.edu/execute/page.cfm?doc\\_id=2999](http://appserv.pace.edu/execute/page.cfm?doc_id=2999)

### **5. Cultural Programming**

On the New York City campus, the 743-seat Michael Schimmel Center for the Arts has presented a wide range of cultural programs and public events for the campus and surrounding community for over 25 years. In 2002, the Tony Award-winning National Actors Theatre (NAT) moved from Broadway to the Michael Schimmel Center. In addition to student productions and special events, the Michael Schimmel Center presents outside professional programming to complement NAT's schedule of plays with support from the Patricia O. Ewers Center for the Arts and Multicultural Studies. The theatre is also the home of Robert De Niro's annual Tribeca Film Festival. A gallery in the theatre lobby features exhibitions by a wide range of professional artists.

The Schimmel Theatre is now also the home of "Inside the Actors Studio," hosted by James Lipton, the longest-running original series on the Bravo network. For more information go to: [http://appserv.pace.edu/execute/home\\_culture.cfm](http://appserv.pace.edu/execute/home_culture.cfm)

On the Pleasantville campus, performances are held in the Kessel Campus Center, Wilcox Hall and the Woodward Hall Theater, as well as the new 2,400-seat Goldstein Health, Fitness, and Recreation Center; and the Choate Gallery features art exhibitions by students and professional artists, as well as readings and other cultural events. Special performances and events for Pace students also take place in a variety of spaces on the Briarcliff campus and at the Law School in White Plains.

### **6. Pace Environmental Center**

The Environmental Center, a component of the Dyson College Department of Biological Sciences, serves as a resource to Pace University and to the outside community. The center also works closely with the School of Education. Constructed around the remnants of an old farm it is enhanced by characteristics valuable to nature study including nature trails and a pond.

The center provides an important support component to the academic activities of Pace by hosting classes and housing the Environmental Clinic. Students from the University and local high schools also work closely with faculty at the center, designing and pursuing individualized internships.

The Environmental Center also provides the home for N.A.T.U.R.E., the Pleasantville campus environmental club, which is run by students. Environmental education courses and seminars are offered at the center, and incorporate the unique natural setting of the facility into the learning experience. A graduate course for environmental education is held each summer for teachers interested in incorporating environmental studies into their classrooms.

During the school year, teachers bring classes to learn about the topics related to wildlife and ecology. Annual events such as the Harvest Day Festival, and Earth Day provide students and the

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outside community with unique activities. The center also sponsors fishing seminars, birds-of-prey programs, and summer nature camps.

For more information go to: [http://appserv.pace.edu/execute/page.cfm?doc\\_id=3725](http://appserv.pace.edu/execute/page.cfm?doc_id=3725)

### **7. Counseling Services**

The mission of Counseling Services complements the University's mission. Counseling aims to help students cope more effectively with developmental, vocational, familial, emotional, and relational aspects of their lives. The intention is to support students in directing energies toward fulfillment of their academic, professional, and personal goals. In order to achieve these goals, the Counseling Center provides the following services:

- Individual and group counseling
- Community wellness consultation and outreach
- Prevention programming
- Crisis intervention
- Services for students with disabilities
- Educational programming
- Workshops and outreach programming
- Diversity consultation and outreach
- Organizational consultation to student organizations
- Consultation and referral services

All Counseling Center services are confidential and free of charge for Pace University students.

### **8. Office of Multicultural Affairs**

The Office of Multicultural Affairs (OMA) seeks to look at the intersections of globalization and social injustices--and their impact on diversity and multiculturalism. To that end, OMA is committed to sponsoring academic programming that includes symposia, lectures, film series and professional development workshops.

OMA also hosts annual spoken word programs, knitting salons and rumba sessions in order to cultivate community and promote opportunities for interpersonal and creative interaction.

For more information go to: [http://appserv.pace.edu/execute/page.cfm?doc\\_id=2554](http://appserv.pace.edu/execute/page.cfm?doc_id=2554)

### **9. Student Association**

Student Association is the student representative body at Pace University. Each undergraduate campus has its own structure and by-laws.

- Pleasantville Campus [http://appserv.pace.edu/execute/page.cfm?doc\\_id=13392](http://appserv.pace.edu/execute/page.cfm?doc_id=13392)
- New York City Campus: <http://www.pacesga.org/>



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## PART II

### **THE FACULTY: UNIVERSITY LIFE, BENEFITS, INTELLECTUAL PROPERTY, USE OF NAME AND LOGO, ACADEMIC DISMISSAL, TERMINATION FOR MEDICAL REASONS, FACULTY GRIEVANCES, INDEMNIFICATION**

#### **A. THE FACULTY AND THE UNIVERSITY**

##### **1. Appointment, Promotion and Salary Increment Criteria \*<sup>1</sup>**

The appointment of new faculty members, both full-time and adjunct, shall be initiated by the appropriate chairperson in accordance with departmental procedure (or in the case where a department has no chairperson, by the dean) approved by the appropriate dean and the provost and authorized by the president<sup>2</sup>. In general, new appointees should meet the minimum requirements for the rank to which they are appointed. In exceptional circumstances, where minimum requirements have been waived, those factors that were the basis for the waiver shall not be considered the basis for future promotion or salary increment.

In all matters of appointment, promotion in rank or increase of salary, the predominant concern is for excellence in teaching. Other factors to be considered are evidence of professional growth through: published research in the form of learned articles or books; participation in programs of professional and learned societies; integrative scholarship that makes connections across disciplines; creative scholarship; applied scholarship, i.e., the application of knowledge to social, economic, institutional and University problems; and the scholarship of teaching, which uses knowledge to improve pedagogy or to create new teaching methodologies.<sup>3</sup> It is the faculty member's individual responsibility to seek out such research, publication and professional activities. Concrete evidence of achievement should be presented to the appropriate departmental and school committees, chairperson and dean. Any changes in the criteria for appointment, promotion in rank and salary increases should be decided in consultation with both faculty councils.

In addition, the faculty member's service to the University, to professional life and to the community shall be considered. Evidence of such service includes participation in faculty committees and organizations, assistance in departmental planning and programs, the advising of students and student organizations, cooperation in admissions, registration and other related administrative services and participation in activities that serve the community, the profession and the discipline and that bring about interest in the University.

In addition to these considerations, the minimum requirements of service and academic qualifications shall generally be observed in considering faculty members for promotion in rank and it is expected that the faculty member shall have served in his or her present rank a minimum of three years at Pace University.

Promotions in rank and increases in salary shall not be automatic, but shall be based upon specific recommendations that take into consideration the above conditions as well as any other factors that may be considered to support the recommendation for promotion or increase. The accumulation of minimum years of service and academic degrees alone shall not be sufficient for promotion. Those

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<sup>1</sup> Any statements for adjunct faculty are subject to review by the Union of Adjunct Faculty

<sup>2</sup> Each department may decide who has suffrage for the purpose of determining departmental procedure. Only tenured, full-time faculty who are not themselves candidates for promotion may sit on Tenure and Promotion Committees.

<sup>3</sup> The *Faculty Handbook* should allow for the broadest possible interpretation of scholarship, as well as of teaching and service.

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faculty members, however, who have made outstanding contributions to the academic life of the University, the profession of teaching or in professional research or publication may be considered for promotion without direct relation to the minimum requirements of service and academic preparation.

After completing twenty five years of service as a full-time faculty member and having made significant contributions to the well-being of the University, a faculty member may be promoted to the next rank at the discretion of the president.

## **2. Minimum Qualifications for Full-Time Faculty Rank**

		Full Time College or University
<u>Faculty Rank</u>	<u>Academic Degree</u>	<u>Teaching Experience</u> <sup>4</sup>
Full Time	Professor	10 years
	**Master's in the Field and CPA	10 years
	***LL.B. or J.D. and Member of State Bar	10 years
	****Master of Fine Arts	10 years
Associate Professor	Professor	7 years
	**Master's in the Field and CPA	7 years
	***LL.B. or J.D. and Member of State Bar	7 years
	****Master of Fine Arts	7 years
Assistant Professor	Professor	4 years
	**Master's in the Field and CPA	4 years
	***LL.B. or J.D. and Member of State bar	4 years
	Master's Degree in the Field	6 years
Instructor	Master's Degree in the Field	--
	**Bachelor's in the Field and CPA	--
	***LL.B. or J.D. and Member of State Bar	--
Lecturer Senior Lecturer	Open	--
	Open	--

<sup>4</sup> At Pace or other accredited institutions of higher education. Adjunct teaching counts toward promotion on a two-for-one basis if the individual has completed at least two years of adjunct teaching.

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\*\*Accounting Faculty Only

\*\*\*Law and Taxation Faculty Only

\*\*\*\*Fine Arts Faculty Only

### **3. Oath of Allegiance**

Section 3002 of the New York State Education Law requires each faculty member who is a citizen of the United States to file the following upon joining the University (this form now appears as part of the faculty application):

"I do hereby pledge and declare that I will support the Constitution of the United States of America and the Constitution of the State of New York, and that I will faithfully discharge the duties of the position of according to the best of my ability."

### **4. Faculty Salaries**

#### **A. Determination of Salaries**

Salary ranges by rank and school will be published by the President on a yearly basis and serve as a supplement to this Handbook. Faculty annual salary increases should be set according to the following guidelines:

1. The average Pace faculty salaries for a particular academic rank (excluding Law School faculty and administrators with faculty contracts) will be at least at the 90<sup>th</sup> percentile of the most recently reported AAUP national salary averages (adjusted for inflation) for comparable Doctoral Institutions.
2. Individual Pace faculty salaries shall increase annually by at least a percentage reflecting the regional cost of living adjustment
3. Each School/College will examine merit-based salary increases based upon the three criteria of teaching, research and service. Senior faculty who satisfy the "Rule of 75" (age plus years of service is greater than or equal to 75) may opt to be evaluated on teaching and only one of the other two categories of research or service.
4. If the University administration cannot comply with items 1 through 3 in this section, then the administration should obtain approval of the faculty concerning the offer of a lesser salary amount by means of presentations and votes by the location Faculty Councils.

#### **B. Salary Review Procedures**

After the Annual Budget Message is issued by the Provost, each faculty member's salary is reviewed prior to the preparation of the faculty contract. The Chairperson, based on departmental and school procedures, will submit recommendations to the Dean for study and approval. All recommendations are further reviewed by the Provost and the President and authorized by the President. Contracts for full-time faculty should be distributed by April 20. Faculty contracts should be signed and returned within 30 days of receipt. A faculty member wishing to withdraw from the contract should give notice in writing at the earliest possible opportunity, but not later than May 15 or 30 days after receiving notification of the terms of the appointment for the coming year whichever date occurs later.

#### **C. Salary Appeals**

All appeals should be handled according to established University procedure by first consulting with the appropriate Chairperson. Salary questions still unresolved should be taken up with the Dean and the Provost. Should all such avenues be exhausted appeal may be made through a Salary Review Board (see below). A faculty member may file a salary appeal within 45 days of issuance of the contract.

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#### **D. Salary Review Boards**

There are currently two Salary Review Boards; one serving the members of the New York Faculty Council, and the other serving the members of the Westchester Faculty Council. These three member faculty Boards serve as appeal bodies in connection with individual faculty member's salary questions still unresolved after consultation with the appropriate chairperson, Dean and the Provost. To have the appropriate Salary Review Board convened, a faculty member should submit a request along with a sufficiently detailed statement of the basis for appeal to the Provost, who serves as ex officio member of, and provides appropriate data to each Board, respectively. Each Board then makes its recommendation directly to the President. The President makes the final decision and communicates that decision to the appellant, the Provost, the Dean, the chairperson and the Salary Review Board.

Members of the Salary Review Boards are elected for three year terms by their location Faculty Councils.

#### **5. Academic Tenure**

The University adopts the 1940 Statement on Academic Freedom and Tenure approved and amended by the A.A.U.P. and by the Association of American Colleges and Universities. Academic tenure is the right of a full-time faculty member to appointment on a continuing basis without arbitrary or discriminatory treatment. Tenured service should be terminated only for adequate cause or reasons of financial exigency as defined by the A.A.U.P. and the Association of American Colleges and Universities, and only after completion of the procedures outlined in Procedures for Academic Dismissal herein.

Academic tenure is a guarantee of academic freedom and becomes an integral part of the contract between the individual member of the faculty and Pace University. Academic tenure is University-wide and not campus, school or department based. It assumes a strong moral commitment between the parties involved.

#### **6. Length of Probationary Period and Conditions for the Awarding of Tenure**

Academic tenure provides a means of retaining those faculty members who are excellent teachers and superior scholars who contribute to a mutually enhancing relationship between students and colleagues.

Tenure may be granted only to a full-time faculty member with the rank of Assistant Professor, Associate Professor or Professor. Instructors who are retained at the University beyond the completion of the seven (7) year probationary period must be promoted to Assistant Professor. Persons who hold concurrent faculty and administrative appointments may have tenure only in their faculty capacities. Instructors who are promoted to Assistant Professor after completion of the seven (7) year probationary period may apply for tenure either concurrently with the seventh (7<sup>th</sup>) year or at a later time to be agreed upon between the faculty member, the Chair, the Dean, and the Provost.

Tenure may be granted during a probationary period which shall not exceed seven (7) calendar years. Tenure-track faculty must be reviewed by the faculty member's Department after one year and by the Department and Dean midway through this probationary period. A positive review does not exclude the possibility of future negative reviews or termination. In computing years of service in fulfillment of this seven-year probationary period, credit shall be given for all calendar years of full-time service at the rank of Instructor or higher at Pace University. Credit may also be granted for adjunct teaching at Pace or for full-time service at the equivalent rank of Instructor or higher at other fully accredited institutions of higher education up to, but not exceeding, three (3) years. As the

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*Faculty Handbook* is considered part of the faculty contract, and under normal contract law a party to the contract may waive or modify any of its terms, it is possible for a faculty member to waive adjunct teaching experience at Pace or full-time teaching experience at another fully accredited institution of higher learning as credit toward tenure. That waiver may be subsequently amended by agreement of the faculty member, the Chair, the Dean and the Provost. In computing years of service for a faculty member who has been teaching at the University for at least two years on an adjunct basis and is appointed to the full-time teaching staff, credit is normally given toward the probationary period in the amount correspondingly proportionate to a full-time teaching load, not to exceed one-half year credit per calendar year, the total not to exceed a maximum of three (3) years of full-time teaching. Years of service at other institutions on an adjunct basis are not counted toward tenure.

### **7. Termination of Appointment of Non-Tenured Faculty**

Termination of appointment at the end of a contract period prior to granting of tenure shall be by notice of non-renewal of contract. The faculty member shall be notified in writing by the Dean of the School or College that his or her contract will not be renewed at the end of the term in accordance with the following schedule:

1. During the first year of academic service at Pace University, the faculty member shall be notified in writing of the decision not to renew the contract not later than March 1 of that year and not later than October 1 for mid-year appointments;
2. During the second year of academic service at the University the faculty member shall be notified in writing of the decision not to renew the contract not later than December 15 of that year. Or, if an initial two-year appointment terminates during an academic year the faculty member will be notified at least six months in advance of its termination;
3. After two or more years of academic service at the University the faculty member shall be notified in writing of the decision not to renew the contract at least twelve months before the expiration of the appointment, that is, by August 31 for September appointees or January 31 for February appointees.

### **8. Promotion, Tenure and Separation**

Each School/College and/or academic department is required to establish a procedure to handle by democratic process all questions of promotion, tenure and separation. Schools and/or academic departments are encouraged to work with students to establish procedures whereby students can assess individual faculty members so that the students' views can be made known to the department and be duly considered by each department.

The final recommendations of each School/College are made to the Council of Deans and Faculty on Promotions and Tenure (C.D.F.P.T.), which is currently composed of academic Deans from the Dyson College of Arts and Sciences, the Seidenberg School of Computer Science and Information Systems, the Lubin School of Business, the Lienhard School of Nursing, the School of Education, and six members of the faculty, three to represent the Westchester campus and three the New York Campus, all six of whom are elected by the location Faculty Councils. In addition, the Councils elect a faculty alternate for each faculty representative. Any faculty member may apply directly for promotion and/or tenure to the Council of Deans and Faculty on Promotion and Tenure. The Council of Deans and Faculty on Promotion and Tenure makes final recommendations on promotion and tenure. The recommendations from C.D.F.P.T. are reported to candidates by the candidates' Dean. The recommendations are introduced to the appropriate Faculty Councils by the faculty

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representatives for vote. After the vote the recommendations are forwarded to the President and the Board of Trustees.

A University-wide Committee hears appeals on a university-wide basis in matters of promotion, tenure and separation. This Committee is currently composed of six members of the faculty who are not on the Council of Deans and Faculty on Promotion and Tenure, three from Pace University in Westchester and three from Pace University in New York. Six alternate members are similarly elected to be available in cases of inability to attend or challenge for cause. An individual faculty member has the right to appeal the C.D.F.P.T. decision only as to him or herself.

In addition, subsequent to application and non-recommendation by the Appeals Committee of the C.D.F.P.T., a candidate may appeal directly to the President concerning his or her promotion and/or tenure.

A more detailed description of the promotion and tenure process is published annually on or about October 1 by the Provost.

Each School/College may establish procedures to handle, by democratic process, all questions of promotion, tenure and separation. Tenure and Promotion (TAP) committees of individual academic departments; school/college-wide TAP committees; and/or both departmental and school/college-wide TAP committees may be used in the process. That process typically includes the following:

1. All candidates for promotion and/or tenure send a letter of intent to her/his Department Chairperson and to the Dean;<sup>5</sup>
2. Each Department and/or School/College will form a TAP committee or committees according to the guidelines below
3. All candidates must assemble and submit dossiers to departmental and/or School/College TAP committees;
4. Respective TAP committees review all candidates for promotion and/or tenure;<sup>6</sup>
5. School/College TAP committees forward recommendations for promotion and/or tenure to the candidates and to the Office of the Provost for transmittal to the Council of Deans and Faculty on Promotion and Tenure (C.D.F.P.T.);
6. Candidates not recommended by TAP committees may submit self-nominations to Office of the Provost for transmittal to the C.D.F.P.T.;
7. Fact sheets, evaluation forms from the Chairperson and others and three (3) copies of dossiers from all candidates, both self- and TAP-nominated, (adjunct nominees: fact

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<sup>5</sup>Depending on the organizational structure of particular Schools, the function of the Departmental Chairperson and TAP committee may be assumed by the Dean and the School TAP committee.

<sup>6</sup>On criteria for promotion and tenure, see section 3a.

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sheet and evaluation forms only) are forwarded through the Office of the Provost for transmittal to the C.D.F.P.T.

### **9. Departmental Chairpersons**

Full-time tenured faculty members are eligible for service as department chairpersons. Before a Dean recommends a departmental chairperson to the President, the University will seek faculty consensus within a department by means of an election. Upon recommendation of the Dean and the Provost, departmental chairpersons are appointed by the President.

The general responsibility of department chairpersons is to promote the development of their respective departments in keeping with the academic standards, purposes and policies of the University.

The specific responsibilities of the department chairpersons in conjunction with the other members of the department, where appropriate, are:

1. To determine, with other full-time members of the department, the course offerings, and the content of the subjects in the department and the prerequisites for each subject;
2. Along with other full-time members of the department, to consult with the Dean regarding possible revisions of the curriculum and, in general, to represent the department to the school/college Curriculum Committee and to the Dean;
3. To participate with the members of the department in the selection of the textbooks and supplementary materials for the courses offered in the department;
4. In consultation with the department faculty members, to assign teaching schedules for the members of the department, provided that a full-time faculty member qualified to teach a course shall ordinarily be given priority over other faculty members;
5. To maintain general supervision over the department and to meet with department faculty members individually and, within reason, to respond to faculty concerns if requested;
6. In consultation with the department faculty members to develop and evaluate faculty and to make recommendations with regard to the salary, rank and tenure of each faculty member. Chairpersons will communicate yearly performance evaluations to each faculty member in writing;
7. With other full-time members of the department, to interview prospective teaching candidates, and in consultation with the department faculty members to recommend to the Dean prospective appointees for teaching positions in the department;
8. To encourage faculty scholarly research of broad interest and applicability to members of the department;
9. To encourage representation by department faculty in learned and professional societies in the field;
10. To plan and to call department meetings in order to consider all matters relevant to the efficient and effective operation of the department; in addition, two or more faculty members may plan and call department meetings;
11. To make budgetary recommendations for the department, bearing in mind cost and academic considerations and to share those recommendations with the department faculty members;

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12. To prepare, in consultation with the full-time members of the department, materials for publication concerning all aspects of the department;

13. In consultation with the full-time department faculty members to coordinate academic advising and other student development efforts, particularly for students majoring in programs offered by the department. Within a department, a full-time faculty member qualified to serve as an advisor to student majors and minors shall ordinarily be given priority over part-time faculty members;

14. To communicate to an individual faculty member if significant concerns about his/her teaching, advising, service, or other matters related to the faculty member's activities within the University have been raised, and these concerns affect a faculty member's position in the University.

### **10. Administrative Status of Some Faculty Members**

In general the University desires to encourage those full-time faculty members who have the ability and interest to assume full-time administrative responsibilities.

The full-time faculty member who accepts a full-time administrative position in the University without retaining a full-time faculty contract still retains academic rank and tenure, if already attained.

Administrators are encouraged to continue teaching and research to the extent possible. With respect to the attainment of tenure and/or promotion, the administrator must meet the requirements as stated in this Handbook.

In order to be considered for tenure and/or promotion, a minimum teaching assignment of two courses per year is required.

### **11. Teaching Assignments**

All full-time and adjunct members of the faculty are assigned to a School/College and to a specific department in the Schools/College that are departmentalized. Teaching assignments are arranged by the Department Chairperson in consultation with the faculty member and are subject to approval by the Dean. The teaching schedule issued by the Department or School/College should contain the total teaching assignment of the faculty member in the University including teaching assignments within the School/College and in other Schools/College within the University. The particular areas of competence and specialized study of each faculty member will be considered whenever possible in determining course assignments. It is expected that the faculty member will adhere to the teaching schedule once it has been assigned. Any change in schedule requires approval of the Chairperson and Dean of the School. The two-semester academic year shall consist of not more than thirty-six weeks and a minimum of sixteen vacation weeks.

### **12. Additional Professional Responsibilities**

In addition to fulfilling classroom teaching responsibilities each full-time faculty member is expected to engage in research, writing, student counseling, committee work and other academic duties. Therefore, it is expected that faculty members should not engage in any outside work that will impair the faculty member's primary responsibility to the University during the academic year.

A full-time faculty member should notify the Dean of supplementary activities beyond the normal workload during the academic year. Teaching activities will not exceed the equivalent of eight credit



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hours of teaching or two courses during the academic year without the approval of the faculty member's dean.

The professional nature of a university teaching position involves a good deal of non-teaching time including time used for intellectual activities, research, community service, committee participation, and consultation with students. These professional uses of the teacher's time have particular significance for a Pace faculty member because of the University's dedication to effective teaching and personal concern for the student. Such dedication and concern are not measured in days or hours but in student response, teaching success and institutional progress.

### **13. Absence from Classes**

A full time faculty member should be present at all scheduled classes. If the faculty member must unavoidably be absent from class, the Chairperson should be notified in order that he or she may provide a substitute faculty member or otherwise ensure that the course's requisite contact hours are provided. Faculty who must be absent from class should not assign substitute faculty members without the approval of the Chairperson. If the Chairperson cannot be reached, the office of the Dean of the School should be notified (for evening classes, the office of evening studies should be contacted to facilitate liaison with the department).

Except in the case of illness (see Sick Leave) or other reasons as approved by the Chairperson or the Dean of the School, if a substitute faculty member is paid by the University for teaching an absent faculty member's course, a prorated deduction in pay is made for absence by the full-time faculty member (or an adjunct who has completed two or more years of service). The exception made for illness does not apply to adjunct faculty with less than two years of service. Notification of absence should be made as early as possible in order to facilitate arrangements for a faculty substitute.

### **14. Teaching Loads**

Faculty workload cannot be meaningfully measured solely by the number of hours spent in the classroom -- the contact-hour teaching load. Properly, "a faculty member's workload...should be seen as the aggregate of hours devoted to all of the forms and demands of teaching, of scholarship, of research, of publication, and of the many varieties of professional service."

Reasonable efforts will be made to assign a faculty member's teaching load within his or her Department, School and campus. With the approval of the Dean(s) of the College/School(s) involved, a faculty member may teach a portion of the total teaching load in another department or College/School of the University.

All faculty -- both graduate and undergraduate -- shall be assigned no more than 18 contact hours annually during the fall and spring semesters.<sup>7</sup> Exceptions may be made where a modified teaching load has been agreed upon by the faculty member, Department Chairperson and Dean of the College/School. Modifications in the contact-hour teaching load, whether for the pursuance of scholarship or for any other reason, shall be allotted according to written policies which are fair and equitable. At the beginning of each semester, the faculty of each School should have available to them the number of full-time faculty and the amount of credit hours in each category of released time in each Department of the School.

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<sup>7</sup> Individual Schools and Departments may modify the credit load downward to meet specific needs, accrediting requirements, etc.

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All full-time faculty members are required to maintain a minimum of five office hours per week, in office or online, during each fall or spring semester in which the faculty member teaches.

### **15. Overages - Extra Teaching Assignments**

Faculty members should not carry extra hours of teaching above the basic load during the academic year. In order to meet special circumstances, however, the Dean or the faculty member's Chair, with the faculty member's consent, may authorize overages normally not to exceed eight hours or two courses for the academic year. Normally, the maximum number of contact hours assigned to faculty members during summer sessions shall usually not exceed eight. Any assignments beyond the overage amount require the written approval of the Provost.

Appointments for summer session are contingent on instructional needs of the department and the University. Summer session classes may be canceled if they do not meet minimum enrollment standards established by the University. Full time faculty members shall have preference for summer teaching assignments in their appropriate fields. Summer session assignments are separate from academic year appointments. The compensation for each rank, per credit hour taught, shall be no less than the compensation for summer 2009, and adjusted for inflation in each subsequent year.

### **16. Compensation for Faculty for Independent Study and Tutorials**

Faculty direction of students undertaking Independent Study or Research or for instruction of classes designated as tutorials is compensated at the rate of 1/3 credit hours per credit for the first student and 1/10 credit hour per student per credit for each subsequent student in the same course. Tutorials are taught at the discretion of the Instructor with the approval of the Chair.

(The catalogs of the University should be consulted for a description of regulations governing Independent Study and Tutorials.)

### **17. Compensation Policy: Combined Graduate and Undergraduate Teaching Assignments**

In the case of faculty teaching a combination of graduate and undergraduate courses, the graduate courses shall be counted first in determining the teaching load. Each graduate credit hour counts for 4/3 undergraduate credit hours.

In calculating overage, the same procedure shall be followed, that is, graduate hours shall be counted first.

All teaching load credit beyond the required *eighteen* hours per year is calculated on an one-for-one basis.

### **18. Aid to Faculty With Large Classes**

Aid to faculty for classes of 40 or more will be provided in one or more of three forms which include overload, reduction in load, and/or teaching assistance. This will be done on a basis judged in advance by the Chairperson, Dean and the Faculty member for the actual number of students and character of the assignments. The number of students in each class will be determined on the basis of the roster downloaded after all late registrations, transfers, withdrawals and other adjustments. The roster is usually complete after the third week of class. The Chairperson will also take into consideration the total number of students taught by the faculty member that semester.

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Where graduate assistants, student aides or other competent help are available, classroom assistance and assistance with grading will be provided; otherwise, compensation for highly qualified graders approved by the Dean will be authorized. In the latter case, bills will be submitted directly to the Chairperson for approval and forwarded to the Dean. Budgeting for such costs and authorization for student assistance or compensation will be the Dean's responsibility.

### **19. Designated Lecture Sections**

With the approval of the Dean of the School, some sections each term may be designated by the Department Chairperson as large lecture sections. Such classes will be appropriate to the lecture technique and the faculty assigned should be skilled as large group lecturers.

Faculty assigned to teach a designated lecture of 60-90 students will receive teaching load credit equal to the course credit hours plus a stipend equal to his/her overage rate times the course credit hours; for such a section with over 90 students, the faculty member will be credited with a teaching load credit equal to the course credit hours plus twice the overage rate times the course credit hours.

With the approval of the Dean of the School, faculty teaching designated lecture sections may have such assignments credited to their teaching load requirement rather than receive an overage stipend. For example, a three credit hour designated lecture section with 60-90 students will count as 6 hours toward the teaching load. For a section with over 90 students, the faculty member will be credited with 9 hours of the teaching load.

### **20. Introduction of New Courses**

Requests for new courses may be submitted by faculty members and require the recommendation of the chairperson and Dean and, in addition to other approvals as may be required, approval by the Council of Academic Deans. Petitions requesting new courses may also be submitted by students. With the exception of INT courses introduced as Learning Communities as well as individual instances of 'topics courses,' courses cannot be put into the class schedule unless they are approved by the Council of Academic Deans.

### **21. Academic Advising**

Faculty members are expected to advise students who are seeking help in planning their course of study. One important aspect of the faculty member's relationship to students is contained in the role of advisor on academic and vocational concerns. Each full-time faculty member is required to post and maintain a schedule of five weekly office hours (two of which may be online) and to indicate to students his/her availability.

The advisory relationship between faculty and student determines, in large measure, the extent to which a student is able to take maximum advantage of the available educational opportunities. In its effects on the attitude and accomplishments of individual students, the quality of academic advisement offered by the faculty has a subtle but significant influence on the intellectual atmosphere of the University as a whole.

### **22. Policy on Confidentiality of Student Records**

No information from a student's records concerning academic, disciplinary, counseling, psychological testing, financial, family, or social affairs, or group affiliations shall be disclosed to unauthorized persons without the consent of the student except pursuant to lawful subpoena or court order.

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Under the Educational Rights and Privacy Act of 1974 as amended students have the right to view all records in their file unless a written signed waiver has been submitted by the student.

### **23. Scholarly Research Awards**

Funding through the local Scholarly Research Committees is provided to full-time faculty in order to support scholarship leading to the publication of scholarly books, publication in recognized journals, or formal presentation of scholarly papers or creative works; or to provide seed money to develop grant proposals to external sources. Funds are not provided to support theses or dissertations.

*Scholarly Research Committee Guidelines.* Projects are evaluated and given priority according to their scholarly significance, their originality, the possibility of publication, the results of past awards to the applicant, budget feasibility, and the likelihood of enhancing the academic reputation of the University. Please note that support for other means of faculty development is available through the Kenan Fund and other sources. Submission deadlines are announced at the beginning of each semester and are strictly enforced.

*Types of Awards.* Two types of grants are awarded: reduction in teaching load and direct monetary assistance. Faculty may apply for one or both types of funding.

Reduced teaching loads are limited to the fall and spring semesters and are generally limited to one course per individual per semester. Released time will not be awarded in a semester in which the applicant has overage.

Direct grants are made to cover research expenses such as costs for equipment, research-related materials, office supplies, photocopies, microfilm, mailing, journal page charges, and occasionally, travel to special libraries or other facilities providing sources of information. Grants are made for a specific fiscal year. Unexpended funds may not be carried over from one year to the next unless special approval has been obtained. In case of funds being used for the purchase of equipment, a letter of responsibility is required. Any questions about a scholarly research request should be directed to the chair of the local Scholarly Research Committee.

*Processing Approved Applications.* Approved application forms must have all the necessary signatures including that of the local Scholarly Research Committee Chairperson. The Scholarly Research Committee Chairperson will keep copies of all application forms for his or her records.

The original application form and all attachments will be forwarded to the Office of the Executive Vice-President for Academic Affairs for processing. The Office of the Executive Vice-President for Academic Affairs will notify the faculty member that the award has been granted.

Released time and grant support awards will be processed through the Comptroller's Office. If the grant involves a one-time payment, this should be indicated on the application form, and an invoice, receipt, or canceled check must be attached to the application. The Comptroller's Office will then issue a check directly to the faculty member. If the grant involves setting up a budget account, this should be indicated on the application. The Comptroller's Office will contact the faculty member directly concerning the procedures for drawing upon the account. The faculty member will be required to submit invoices to the Comptroller's Office for all expenditures when requesting payment.

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*Progress Reports.* Progress reports are required of all recipients of released time or grant support. The progress report should be submitted to the chair of the local Scholarly Research Committee within six weeks of the end of the semester in which the award was received (i.e., by the second week of February for Fall semester awards and the second week of July for Spring semester awards).

#### **24. Summer Research Grants**

Funds are normally available for summer research grants for faculty who qualify. Faculty interested in receiving a grant should forward their request to the Office of the Provost once the program for the year is announced. Proposals should briefly describe the nature of the research to include objectives, methodology, likelihood of publication and budget.

Load reductions during the fall and spring semesters will not be supported through this program.

Support will not be provided for theses or doctoral dissertation research.

The faculty member's request must cite the extent of support of funds from other sources, both internal to Pace and external.

Proposals will be judged by the Academic Deans Council on the recommendation of the appropriate department and Dean, on the basis of the likelihood that the research effort will lead to publication and enhance the scholarly reputation of the individual, department, School and University.

A report on the use of the award is required.

#### **25. External Grants**

Faculty are encouraged to develop proposals and seek outside sponsors for research, special projects, curriculum development, training programs, fellowships, conferences and other activities not covered by department or university budgets and which would advance the individual's teaching and research capabilities or the University's offerings. The Development Office will assist in finding appropriate funding sources to which an application may be submitted. A request form for this purpose may be obtained from the Director of Sponsored Project Funding.

Before a proposal or funding application is submitted, it must be reviewed and approved by the department chair, Dean, Director of Sponsored Project Funding, Financial Vice President, Comptroller, and the Provost.

A Grants Coordination and Approval Checklist form must be obtained from the Office of Sponsored Project Funding, completed by the Principal Investigator/Program Director, and returned to that office at least one week in advance of the submission deadline so that there is adequate time for review by all parties and revision if necessary. This procedure is to be followed for all proposals submitted to government or private sources on behalf of the University.

#### **26. Participation in Conferences and Conventions**

The University maintains a policy of encouraging faculty travel to educational and professional conferences and conventions. Funds for this purpose are normally provided in the budgets of the various schools and through special funds, such as the Kenan Fund for Faculty Development. Subject to available funds, all or part of the expenses incurred will be assumed for faculty who

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deliver a paper or participate as panel members at such meetings. In some cases, costs incurred for general attendance by faculty may also be assumed. In all cases, endorsement by the appropriate Chairperson and approval by the Dean of the school are required.

Whenever faculty members attend association meetings, a report to the faculty is expected from the member or group present. In addition, a formal report should be filed with the Dean of the appropriate College/School.

### **27. Kenan Fund**

The earned income from a grant of \$300,000 donated by the William R. Kenan, Jr. Charitable Trust may be used for the purpose of faculty development. Since the income is a function of the actual rates of return on the fund's investments, the amount available for faculty development will vary each year. The Office of the Comptroller will provide the Provost with an estimate of expected income at the beginning of each academic year. Unused funds are carried over from year to year.

The income (less an annual expenditure for administrative costs) will be used for the following purposes:

- Kenan Awards for Teaching Excellence;
- Workshops, seminars and special courses for faculty development
- Travel to conventions and professional meetings above and beyond school budgets;
- Texts and materials for course development; and
- Post-doctoral courses, particularly those which would enhance the effectiveness of faculty in the classroom;

*Processing of Applications.* Faculty members requesting support from this fund must complete the official application form. After approval by chairperson and Dean, the application is submitted to the Chairperson of the local Kenan Committee. There are three such committees in the University: School of Law, New York, and Westchester. Approval forms are then submitted to the Office of the Provost. That Office will also notify faculty members of their awards and request checks as needed. The faculty member is required to provide documentation for his/her expenses before reimbursement can be made, although in some cases an advance may be authorized.

### **28. Kenan Awards for Teaching Excellence**

Each year, the University selects faculty members whose teaching performance is considered to be exemplary, as determined by their peers, to receive the Kenan Award for Teaching Excellence. The Provost & Executive Vice President for Academic Affairs invites nominations of award candidates from faculty, students and administrators. Nominations are then forwarded by the Provost's office to Selection Committees from the local Faculty Councils. These Committees review the nominations and submit their recommendations to the Provost with the objective of announcing the award winners at the March Faculty Council meetings. The awards are then normally announced and formally presented at the annual Commencement exercises.

The award honors faculty members of exceptional competence who meet the following criteria:

- Unusual effectiveness in classroom performance;
- Evidence of an outstanding degree of student understanding and concern;
- Demonstrated high standards of intellectual interest; and
- A continuing source of inspiration to their colleagues and students.

### **29. Leaves**

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Before commencing any leave, faculty should consult Human Resources regarding the conditions governing their benefits during the leave period.

*Sabbatical Leaves of Absence.* The major purpose of a sabbatical leave is to provide an opportunity for a faculty member's continued professional growth and intellectual achievement through study, research and/or writing. The number of sabbatical leaves granted during a given academic year depends upon the availability of funds, as well as the ability of the school and/or department to maintain its teaching schedule.

Sabbatical leaves will be granted only for clearly-defined and well-advanced scholarly projects in the areas of research, writing and publication. The University's decision to grant a sabbatical leave will be based primarily on evidence that the faculty member's project will contribute to his or her professional standing and, upon return to the University will enrich that individual's teaching and/or research capabilities.

A faculty member who has completed seven or more years of full-time teaching at Pace who has not had a paid leave of absence during that time, and who currently holds an appointment at the rank of professor, associate professor, or assistant professor is eligible to apply for a sabbatical leave. In addition, the faculty member must agree to return to the University for at least one academic year of full-time service immediately following completion of the leave.

Faculty members granted sabbatical leaves may not accept a full-time teaching assignment at other institutions unless such an assignment is considered essential to the scholarly project. Work towards a graduate or professional degree does not qualify as an acceptable project for a sabbatical leave except for post-doctoral or equivalent study.

The salary [rate of compensation](#) shall be full base pay for a *one-semester* leave or half base pay for a one-year leave. If a faculty member on leave receives *compensation, salary* or a financial grant from an off-campus source, beyond base salary and additional costs, the sabbatical leave *compensation or salary* from the University may be adjusted in accordance with the amount received from other sources. *Full* fringe benefits to which a faculty member is entitled shall be continued while the faculty member is on a sabbatical leave. The University will continue its *full*-contributions to an employee's benefits program on the basis of the salary the employee would have received if the employee were not on sabbatical provided the employee also continues personal contributions at the rates specified for employees. If a faculty member is paying for additional life insurance or family health coverage such benefits may be continued provided the faculty member pays all premiums [in advance](#).

A period of at least seven years shall elapse between the end of one sabbatical leave and the beginning of another.

Applications shall be made to departmental chairpersons not later than December 1 for sabbatical leave to be taken in the following *academic* year. Applications shall be reviewed by the Council of Academic Deans and authorized by the President.

*Scholarly Leaves of absence* - Pace University encourages faculty to pursue academic scholarly activities that enhance the University's learning environment and academic reputation. Selective external opportunities, special scholar's programs, honors, and fellowships are well within the reach of our outstanding faculty.

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This policy support our full-time faculty to take advantage of opportunities external to Pace University which will enhance the faculty member's professional development, inform scholarship and teaching, and enhance the faculty member's college/school and University's academic reputation and prestige. Faculty who qualify for external opportunities consistent with the intent of this policy and who meet the criteria set forth below, will be considered for approval of a partial paid leave-of-absence with continuation of participation in the University's fringe benefit programs.

Funding for scholarly leaves is provided through the President's Award for Scholarly Leave. A faculty member who wishes to be considered for a President's Award for Scholarly Leave must apply in writing to the chair of the faculty member's department with simultaneous copies to the Dean of the faculty member's school and the Provost. The application must include an explanation of the purpose of the proposed leave and a statement of why the faculty member's temporary absence will not adversely affect the instructional program of the department. A copy of the award notice should also be attached. The application should be submitted by the faculty member sufficiently far in advance to allow the department to arrange for a qualified replacement to fill the faculty member's teaching duties during the proposed leave period. Each application will be reviewed initially by the department chair and the Dean, who will then convey their recommendations to the Provost. The Provost will review the recommendations, add his or her own independent recommendation, and forward all recommendations to the President who will make the decision on a case by case basis without reference to other leave decisions as precedent.

The following list of competitive scholarly awards, although not exhaustive, is illustrative of the opportunities that may normally qualify.

- American Council of Learned Societies Fellowships (including the Andrew W. Mellon Fellowship and the Frederick Burkhardt Fellowship)
- J. William Fulbright and Fulbright-Hays Faculty Scholarships for Research and/or Teaching Abroad
- John Simon Guggenheim Fellowships to Assist Research and Artistic Creation
- Woodrow Wilson International Center Fellowships
- National Endowment for the Arts Fellowships
- National Science Foundation Fellowships
- National Research Council of the National Academy of Sciences
- National Endowment for the Humanities Fellowships
- National Institute of Health Postdoctoral Fellowships
- American Association of University Women International Fellowships
- W. K. Kellogg Foundation Leadership Fellowships

During the scholarly leave the faculty member will receive salary to supplement the award, up to 100% of full-time base salary (administrative stipends are not included). Full benefits are continued, and faculty members should make arrangements with Human Resources to pay premiums for benefit elections not fully covered by their semi-monthly salary.

Faculty who are granted leaves for scholarly purposes pursuant to this policy will normally be expected to return to full-time duties at the University following the completion of the requirements of their scholarly awards during the leave period.

Disability Leave, Sick Leave, and Maternity Leave. Full-time faculty are provided with short-term disability insurance that supplements New York State disability to provide salary and benefit



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continuation in the event of an inability to perform the duties of your job because of illness, injury or other conditions. During the regular semesters, short-term disability begins after the fifth consecutive work-day or after the seventh calendar day [including weekends and holidays] following the onset of illness or injury or condition that result in an inability to perform the duties of your job. On the eighth calendar day, an application for short-term disability leave is required including sufficient medical evidence to document the need for medical leave of absence. During short-term disability leave, salary and benefits are continued to full-time faculty as indicated below:

1. Less than 3 months full-time service at time of disability: No salary or benefits continuation
2. Between 3 months and 1 year full-time service at time of disability:
  - First two (2) months – full base salary and benefits.
  - Up to four (4) additional months – one-half salary and full benefits.
3. Over 1 year full-time service at time of disability: full base salary and benefits up to 26 weeks or 6 months.

Note that full-time faculty with less than 1 year of service have a benefit of up to 3 months of maternity leave only with full base salary and benefits, and this maternity leave may not be decreased due to the length of full-time service. Full-time faculty members exceeding the time limits of short-term disability may be protected by long-term disability insurance.

*Sick Leaves.* After an absence of five consecutive work-days or seven calendar days [including weekends and holidays] due to illness, formal application for sick leave is required. Sick leave is handled as a short-term disability; this is described in the prior section. Benefits are continued to full-time faculty members during sick leave as described above.

Full-time faculty members who are scheduled for overage teaching during the regular semester and who are given a summer teaching assignment may be entitled to sick leave if they are unable to begin or fulfill their teaching responsibilities because of disability or illness. In this circumstance, formal application for sick leave is required. Due to the abbreviated interval of a summer session, faculty members are only entitled to full payment of the overage or summer salary for a period of up to two weeks.

Full-time faculty members who are assigned to teach special courses which are scheduled for a period of ten days or less [e.g. interim session] and who are unable to fulfill their teaching responsibilities due to illness or disability may be compensated for a period of absence upon recommendation of the Dean.

*Maternity and Child Care Leaves.* Maternity leave shall be considered as falling within the category of leave for short-term physical disability and is deducted from the full short-term physical disability allowance (26 weeks per year for faculty with service of more than 1 year, or a maximal period of 3 months for faculty with less than 1 year of full-time service). Note that maternity leave may be taken for events including childbirth, miscarriage or adoption. A faculty member with at least one year of full-time service shall receive paid maternity leave (including full salary) -- subject to verification of need for such leave by a physician – for a period of up to 26 weeks at the option of the faculty member in accordance to their individual needs determined in accordance with medical needs before and/or after childbirth or, miscarriage or adoption. All benefits, including the accumulation of time towards promotion in rank or tenure, shall continue during this temporary leave. An option shall be available to extend the time for tenure.

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A child-care leave of absence *beyond* maternity leave of one or two semesters without salary shall be granted to full-time faculty upon request filed with the appropriate Dean at least two months before the affected semester. Accumulation of time toward tenure or promotion in rank shall be suspended during such period of leave. Full benefits may be continued by payment of the premiums for the benefits selected.

A full-time faculty member who may wish to return to a teaching assignment after a maternity leave *without* taking additional leave of absence may choose to teach half-time for one or two semesters and at half-time salary. During such a half-time appointment, full fringe benefits will remain unchanged except those that are provided as a percentage of salary will be applied to the half-salary. No loss in time accumulation toward tenure or promotion in rank will be incurred. The obligation to maintain office hours, attend necessary meetings and in general perform all tasks necessary to carry out a half-time assignment in a responsible manner will remain in effect during such an appointment.

Leave of Absence. A leave of absence without salary for a period that would not normally exceed one year should be granted to full-time faculty members upon request absent a compelling reason to not do so. Requests for leave shall be in writing and require the approval of the Council of Academic Deans. Leaves may be granted for either personal or University related (e.g. educational) reasons. Health and life insurance benefits may be continued during a leave of absence but the faculty member is responsible for paying in advance all premiums for this period.

Faculty may also continue to contribute to University-provided retirement plans, although the University does not contribute when a faculty member is on unpaid leave of absence.

If the full-time faculty member takes a leave of absence for an approved professional pursuit, as determined by the Council of Academic Deans, such leave will be considered service toward tenure and promotion.

Military Leave. Pace University supports the rights and obligations of its full-time faculty members to serve in the Armed Forces of the United States. The Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994, provides for job and benefits protection for an individual who has left his or her job to enter service in the uniformed services of the United States. It also prohibits discrimination in the hiring, promotion, reemployment termination and benefits of an individual on the basis of their membership in the uniformed services. Faculty members are protected to the full-extent of USEERA protections.

To qualify for the benefits and rights governed under USERRA, full-time faculty members should notify their Departmental chairperson and their campus Human Resources Services department, in writing, at least 4 weeks in advance of the leave, unless notice is precluded by military necessity or it is impossible or unreasonable to give such notice. Notice should be accompanied by the employee's military orders for such a leave. All salary and fringe benefit arrangements during military leave will be provided in writing in consultation with the Human Resources department.

If the full-time faculty member takes a military leave of absence longer than 6 months, the time associated with such leave may be excluded (by the choice of the faculty member) from the time accumulated towards tenure and promotion.

Jury Duty. Full-time faculty members will be paid their full salary while on jury duty. Jury duty notice should be reviewed by the Departmental chairperson and a copy forwarded to the campus

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Personnel Office. If a faculty member is excused from jury duty before noon while on duty, he/she is expected to report to work for that day.

*Bereavement Leave.* A paid leave of absence of four working days, is allowed in the event of a death in a full-time faculty member's immediate, spousal or adopted family members: grandparent, parent, sibling, spouse, child, or grandchild. The bereaved faculty-member may request additional time without pay by seeking approval from his/her Departmental Chairperson or Dean.

*Family and Medical Leave Act (FMLA) Leave.* The Family and Medical Leave Act (which took effect in August 1993) permits full-time faculty members to take time off for the birth or adoption of a child, for their own serious illness, or for the serious health condition of a family member. FMLA leave is an unpaid leave; therefore, faculty members should be aware that other leaves (such as disability leave, sick leave, maternity and child care leave) may be arranged with continuation of salary.

Only full-time faculty members who have been employed for at least one year are eligible for family and medical leave. Leaves may be given for:

1. The birth of a child of the employee;
2. The adoption of a child by employee;
3. The serious health condition of family member, which includes a spouse, child, (step-child, adopted child, foster child), parent, foster parent step parent, parent in-law, legal guardian, grandparent, brother or sister;
4. The serious health condition of the employee (A "serious health condition" means an illness, injury, impairment or physical or mental condition which requires inpatient care in a hospital, hospice or residential medical care facility, or continuing medical treatment or continuing supervision by a health care provider.).

Eligible full-time faculty members are entitled to a maximum of 12 weeks of FMLA leave every 12 months. The 12-month period begins on the date that FMLA leave commences. In case of the birth or adoption of a child, the faculty member may commence the leave at any time within one year of the date of the birth or adoption. FMLA leave can be taken for intermittent or reduced period of times in one-half day increments. If less than 12 weeks of FMLA leave is taken during a 12-month period, then the remaining amount of FMLA leave may be utilized at a later time during that 12-month period only. FMLA leave does not accumulate beyond a single 12-month period.

Faculty members can initiate an FMLA leave by:

1. In the case of a birth/adoption, notify the Department Chairperson at least thirty (30) days prior to the commencement of the leave unless emergency circumstances warrant shorter notice.
  2. In the case of a serious health condition, notify the Department Head at least fifteen (15) days prior to the commencement of the leave, unless emergency circumstances warrant shorter notice.
- Forms to request FMLA leave and to certify medical conditions for FMLA leave are made available by the Human Resources department.

Faculty members returning from an FMLA leave will be reinstated to the same or equivalent position he/she held at the commencement of the leave with the same terms and conditions that existed when the leave commenced. During an FMLA leave, there will be no University contribution

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to fringe benefits, other than the faculty member's health plan. The employee's health plan shall be continued during the duration of an FMLA leave on the same terms and conditions prior to the leave, conditional on the faculty members payment of health care premiums during the leave. Pace has the right to recover health coverage premiums paid for an employee who fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control, subject to certification.

Faculty members on an FMLA leave may not work full-time for another employer during any period of leave, unless he/she performed those same services prior to beginning the FMLA leave.

*Leave for Doctoral Study Completion.* A leave of absence of one semester or one year for doctoral study completion may be granted by the President on the recommendation of the appropriate chairperson, Dean, the Provost, and the Academic Deans Council under the following conditions:

1. The faculty member must have completed at least two years of full-time teaching at Pace University in order to be considered for such a leave;
2. The likelihood that such a leave will lead to doctoral program completion within one year should be established on the basis of a doctoral degree progress report from the degree awarding institution;
3. The faculty member's contribution to the department and the University and his or her future value to the department pending degree completion should be documented. In the case of non-tenured faculty such faculty must have received a positive tenure recommendation review (pending timely completion of the doctoral degree) from the Council of Deans and Faculty on Promotion and Tenure;
4. The individual must be engaged in full time study toward the completion of a doctoral degree;
5. Financial support, when made available during such leave, may not exceed one-half year's regular base salary. Such support is offered as a loan which will be forgiven when the individual returns to the University for a period of two years (see #8 below);
6. Time spent on such leave does not count toward tenure or promotion;
7. Health and retirement benefits will be maintained during the leave. Tuition benefits for the individual and his or her dependents will be maintained; and
8. The individual taking advantage of this leave must agree to return to the University for at least two years after the leave or reimburse the University for all financial support and benefits received during the leave.

Applications are available from the Office of the Provost.

### **30. Faculty Conduct on Campus**

Faculty conduct on campus should be consistent with the standards stated in the New York State Education Law as amended.

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### **31. Retirement Age**

There is no mandatory retirement age. Six months before reaching the age of eligibility for federal social security benefits, the faculty member may obtain information from the Personnel Office concerning benefits that will become available.

### **32. Special Professorships; Faculty Chairs**

#### **Professor Emeritus**

Such rank shall be assigned to all members of the Pace faculty who no longer teach and who at the time of attaining the retirement age hold the rank of professor, or associate professor. Holders of this rank shall be listed during their life-time in all publications in which faculty are listed. They shall be invited to all social and ceremonial functions and shall receive official University publications.

#### **Professor Emeritus-in-Residence**

Faculty members who wish to continue on a non-tenured basis after becoming eligible to retire may apply for the rank of Professor Emeritus-in-Residence. Such individuals shall be compensated for a teaching assignment up to, but not exceeding, one-half of a full-time load prorated on the basis of the salary paid during the last year of full-time teaching. This amount shall increase thereafter on a merit basis. Applications for appointments to Professor Emeritus-in-Residence rank must be submitted prior to January 31 in the calendar year in which the appointment is to be made. Appointments and renewals may be granted annually only after such applications are processed through normal channels including approval by the Board of Trustees.

**Richard Pace Professorship.** This professorship was created by the Board of Trustees at the annual meeting in November, 1972, in memory of C. Richard Pace, a former secretary of the College and a son of Homer Pace, co-founder of the institution.

**The Harold Blancke Chair of Chemistry in the Dyson College of Arts and Sciences.** The first Pace chair was established by Dr. Harold Blancke, distinguished alumnus, class of 1925, and former Chairman of the Board of Celanese Corporation, for support of teaching and research in the field chemistry.

**The Haskins Research Professorship in Biology.** This chair, made possible through the mutual assistance of Pace University, private grants, and Caryl P. Haskins, former resident of the Carnegie Institute of Washington, D.C., was established in 1970. It provides a bridge between the Haskins biology groups of the laboratories and the University.

**The Henry George Chair in Economics in the Lubin Graduate School of Business.** This chair, established in 1982, was made possible by a grant from the Robert Schalkenbach Foundation which publishes the works of economist Henry George (1839-1897).

**The Edward J. Mortola Chair in the Dyson College of Arts and Sciences.** This chair was established in 1979 through the generosity of Charles Dyson, former Chairman of the Board of Trustees, to foster the examination of ethical questions, and the development of values and similar philosophical issues that affect contemporary society.

**The Dr. Robert M. Schaeberle Chair in Accounting.** This chair was established in 1983 through the generosity of the Nabisco Brands Foundation and is held by a member of the University's accounting faculty.

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**The Citicorp Chair in Finance.** This chair, was established in 1983 [was made possible by a generous grant from Citicorp] through the generosity of the Nabisco Brands Foundation and is held by a member of the University's accounting faculty.

**The University Distinguished Professorship.** This professorship recognizes faculty who have attained renown outside of the university community through work in their fields of scholarship.

### **33. Non-Discrimination and Equal Opportunity Statement**

The University is strongly committed to maintaining a working and learning atmosphere that is free from unlawful discrimination, harassment and retaliation. The University is also an equal opportunity employer that is strongly committed to making all personnel decisions without regard to actual or perceived sex, gender or gender identity; race; color; national origin; religion; creed; age; disability; citizenship; marital or domestic partnership status; sexual orientation or affectional status; genetic predisposition or carrier status; military or veteran status; status as a victim of domestic violence, sex offenses or stalking; or any other characteristic protected by law federal, state or local law, rule or regulation.

All University employees, supervisors, administrators, officials, faculty members, students, and applicants, as well as everyone with whom the University does business (e.g., outside vendors, consultants, contractors) are prohibited from engaging in unlawful discrimination and/or harassment based on any of these protected characteristics.

Our non-discrimination policy represents our best effort to delineate both the policy and the philosophy of the University in its relationship to faculty, students and staff.

#### *Dissemination of Policy.*

- A. The policy of non-discrimination and equal opportunity shall be communicated to all persons affected by the policy and those agencies whose authority and responsibility may relate to University functions. The University's statement of commitment will be posted in public places in the University and distributed by means of official University publications.
- B. A copy of the full Non-Discrimination and Equal Opportunity Policy is given to new and current employees of the University to insure that they understand the nature of the policy and are familiar with its requirements.

#### *Employment Practice.*

- A. **Recruiting.** University Search Committees and the University itself will exercise good faith and best efforts to find, hire and promote all qualified faculty, staff and other employees, on a nondiscriminatory and equal opportunity basis so that faculty and/or administration will include men, women and minority members. To this end the following procedures and practices shall be followed:
  1. In developing job descriptions special attention will be given to requirements for experience, knowledge and other abilities relevant to the fulfillment of the requirements of the position to ensure that these requirements do not constitute inadvertent discrimination and are demonstrably appropriate and valid.
  2. The University will advertise all administrative and staff position vacancies throughout the University. The University will advertise position vacancies in

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appropriate professional journals and news media. Advertisements will not express a sex preference except as a bona fide occupational qualification for the position;

3. The University, through responsible officials, will, to the extent practical, notify appropriate local and national minority and women's organizations, agencies and educational institutions of positions open apprising them of the Affirmative Action recruiting policy and soliciting applications;
4. All advertisements and other notices of position vacancies at Pace University (whether written or oral) shall convey the fact that the University is an Equal Opportunity Employer;
5. Good faith and best efforts will be exercised to assure that University search committees will include men, women and minority members; and
6. Qualified persons will be considered for recruitment regardless of geographical location, marital status, family relationship or number of dependents. Pregnancy or possible pregnancy shall not preclude the consideration of women for employment, admission, financial assistance or any other program provided by the University.

B. Responsibility for ensuring non-discriminatory and equal opportunity recruiting shall rest with the appropriate University Officer

*Compensation and Salary.* Salaries and fringe benefits of minority and women employees shall be equitable and comparable to those male employees with similar qualifications in similar positions. To correct any existing inequities and to prevent inequities in the future the following review practices shall be followed:

1. The President shall require, through appropriate officers of the University, periodic review of salaries of minorities and women in comparison with those of other persons of comparable attainments, experience and quality of performance;
2. These officers shall report their findings to the President each October 1 and each April 1;
3. If inequities are found to exist, the President shall incorporate in the next annual budget such adjustments as are necessary to correct these inequities; and
4. Since employment benefits comprise a substantial portion of compensation it shall be the University's objective that all fringe benefits be available in accordance with established policy to all employees within a specific category, on an equitable basis and without discrimination.

*Nepotism.* Although it is recognized that University policy prohibits discrimination on the basis of family relationship insofar as the appointment of faculty is concerned this policy is hereby further defined to establish the following nepotism policy for the entire University.

1. The best-qualified persons will be recruited for all positions in the University regardless of family relationship.

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2. No University employee shall participate in institutional decisions involving the initial appointment or subsequent personnel decisions, such as tenure and promotion, affecting the status of a relative. Alternative procedures for making such institutional decisions shall be developed to assure consideration based solely on merit. A direct supervisory relationship will not be permitted between members of the same family.
3. Family relationships shall not be used as a basis for denying rights, privileges or benefits or regular appointment or regular job status.

*Reappointment, Tenure and Promotion.* The University pursues a policy on reappointment, promotion and tenure (where it applies) which is intended to insure that discrimination against minorities and women does not exist. The University seeks to increase the number of minorities and women in all positions within the institution.

The University will evaluate the employment status of women and minorities on a continual basis to determine where inequities exist and to provide for their correction where indicated. Good faith and best efforts will be exercised to assure that committees having jurisdiction in matters of reappointment, promotion and tenure will include representation of minorities, men and women.

*The Pace University Affirmative Action Committee.* To institute and guarantee the effective application of the Affirmative Action Policy the President will upon approval of the program by the Board of Trustees provide for the permanent establishment of a Pace University Affirmative Action Committee composed of ten members chosen for their concern for effective and equitable human relations for and among all members of the Pace University community. The committee will be composed of four faculty members, three staff members with at least one member of the professional staff, two students and the University Director of Personnel Services, an Affirmative Action Officer appointed by the President. All faculty members of the Committee shall be designated by the Executive Committee of the Joint Faculty Council who shall seek to assure adequate representation of women and minority group members. The Chairman of the Committee will be appointed by the President following selection of all members. Membership shall continue until successors are appointed. In applying this procedure care will be taken to assure that the desired representation of women and minority members is not disturbed. The committee shall periodically review the progress of Affirmative Action efforts and formulate priorities on issues relating to minorities and women.

### **34. Policy Against Fraternization**<sup>8</sup>

Amorous and sexual relations between students and faculty members with whom they also have an academic or evaluative relationship are fraught with the potential for exploitation. The respect and trust accorded a professor by a student, as well as the power exercised by the professor in an academic or evaluative role, make voluntary consent by the student suspect. In their relationships with students, members of the faculty are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. When an amorous or sexual relationship exists, effective steps should be taken to ensure unbiased evaluation or supervision of the student.

No faculty member shall have an amorous or sexual relationship (consensual or otherwise) with a student who is either evaluated or enrolled in a course being taught by the faculty member or with an

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<sup>8</sup> From the AAUP Sexual Harassment Policies (2002): <http://www.aaup.org/AAUP/protect/legal/topics/sex-harass-policies.htm>



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administration or staff member who is either supervising or being supervised by the faculty member.

## **B. FACULTY BENEFITS**

The university is a community, and as a community, one of its primary obligations is to provide benefit plans to its faculty and retirees. Total benefits cannot be diminished and salary freezes cannot be imposed without faculty approval. Faculty rights and benefits must be protected in the event of a declaration of financial exigency. Full disclosure of the financial need must be described to, and approved by, the faculty.

Pace University will not alter, change or modify any of the faculty benefits listed at the present Employee Benefits on the University without the agreement of the location Faculty Councils. A non-inclusive summary of these benefits, taken from the University's Human Resources website, follows:

### 1. Health Benefits –medical plan and dental plan

#### **Medical Plan**

Effective July 1, 2009, CIGNA HealthCare will be the new administrator for Pace University's medical plan and will replace Oxford Health Plans. Participants will have access to the **CIGNA Open Access Plus** network which is a national network.

Some highlights of the plan with CIGNA include:

- No referrals to see specialists in or outside of the network;
- Emergency care is covered 24 hours a day, no matter where the member receives it;
- Memorial Sloan Kettering, Hospital for Special Surgery and Westchester Medical Center are among the in- network facilities;
- Quest Diagnostics and LabCorp are participating in-network lab facilities;
- Access to discounted programs and products to promote a healthy lifestyle;
- Mail order pharmacy program will be managed directly by CIGNA, not by Medco;
- Prescription co-payments will remain at \$10, \$25, and \$50 for the CIGNA-InNet20, CIGNA 90/70 and CIGNA 100/70
- Vision Program will be managed by CIGNA
- Addition of a fourth plan option to provide more choice to employees

To find out more information about your benefits, log onto [www.mycigna.com](http://www.mycigna.com) to register and review your plans and claims. You can also print cards or re-order cards, if you should misplace your medical or vision card. You may also speak with a customer service representative at 800-CIGNA24.

#### **Dental Plan**

You can also choose from two types of dental plans through Delta Dental: a Point of Service (POS) and dental maintenance organization (DMO). The Delta Dental POS gives you the most flexibility since you can receive dental care whether you are in network or out of network. The DMO requires the selection of a primary care dentist to coordinate your dental care within the plan's network only.

If you have questions about Delta Care, you may contact Customer Service at 800-422-4234 for Delta Care NY or 800-722-3524 for DeltaCare NJ or visit their website at [www.deltadentalins.com](http://www.deltadentalins.com) and select DeltaCare USA.

If you have questions about DeltaPOS, you may contact Customer Service at 800-932-0783 or visit their website at [www.deltadentalins.com](http://www.deltadentalins.com).

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2. Income Protection Benefits –short term disability salary and benefit continuation; long-term disability insurance; workers compensation; long-term care and life insurance options and death benefits

### Short Term Disability

The University provides you with short-term disability insurance and supplements New York State disability to provide salary and benefit continuation in the event you are unable to perform the duties of your job because of illness, injury or pregnancy. Your short-term disability begins on the eighth calendar day, including weekends and holidays, following the onset of illness or injury.

Pace University's short term disability insurance and process is managed by First UNUM Life Insurance Company. The carrier is responsible for administering claims, and managing the medical case with a focus on expediting your successful and healthy return to work while delivering excellent customer service. The University provides salary and benefits continuation to our full time employees as indicated below:

Length of full time service at time of disability	Salary and Benefits continuation
Less than 3 months	No salary or benefits continuation
3-12 months	First two (2) months – full base salary Up to four (4) additional months – one-half salary
12 months and over	Full base salary and benefits up to 26 weeks

### How to File a Claim

Your short-term disability begins on the eighth calendar day, including weekends and holidays following the onset of illness or injury. Please contact the University Benefits office, at (914) 923-2730 or at [benefits@pace.edu](mailto:benefits@pace.edu), for information regarding the procedure for filing your claim.

Please contact the Pace University Benefits Office at (914) 923-2730 for questions regarding salary and benefit continuation during your disability leave.

### Long Term Disability

The University also provides an insurance benefit to assist employees who are disabled more than 26 weeks. First UNUM Life Insurance Company also administers our long-term disability benefit. As a result of a combined managed disability program with one carrier, the transition from short-term disability to long-term disability will be seamless to the employee. If approved for long-term disability, employees are entitled to the following benefits covered by this insurance:

- Income of up to 60% of your current base salary, not to exceed \$7,500.00 per month. This replacement income will be offset by income provided by Social Security Disability, Worker's Compensation and/or any other income source available to you.
- Continued retirement contributions on your behalf, for the duration of your disability.
- Continued life insurance coverage if approved by the life insurance carrier

Pace University provides the following additional benefits to supplement this insurance:

- Continued medical coverage
- On-campus tuition remission for you, your spouse and dependent children up to age 30, if you have been employed full time for at least 5 years as of your date of disability;

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- Ability to participate in the group dental plan for 24 months
- Continued Pace University e-mail account

Eligibility – All active full-time faculty and staff who have completed one year of continuous full-time service.

Enrollment – You will be automatically enrolled after completing 1yr of full time continuous service.

Cost – The University pays the entire cost of your coverage.

### **Workers' Compensation**

Workers' Compensation is insurance that provides cash benefits and/or medical care for workers who are injured or become ill as a direct result of their job.

Pace University contributes fully towards this benefit. Weekly cash benefits and medical care are paid by Pace's University's insurance carrier, State Insurance Fund, as directed by the New York State Workers' Compensation Board. The Workers' Compensation Board is a state agency that processes the claims and determines, through a judicial proceeding, whether the claim is justified and how much will be awarded.

Pace University provides salary continuation according to the same schedule noted under Short Term Disability.

It is important that you or someone acting on your behalf report any injury on the job within 24 hours to your campus Security Office. It is equally important that your supervisor or department chair be advised of the incident. Responsibility for claiming compensation is on the injured employee. All incidents are to be reported to the Security Office no matter how minor they appear to be. The Security Office then must immediately complete an Incident Report and investigate the incident. The University can refuse to compensate an employee if the incident is not reported in a timely manner.

### **Long Term Care**

Pace University offers a group Long Term Care plan to all full time faculty and staff. Some benefits of this group long term plan include:

- Flexibility to purchase a plan that is tailored to best fit your needs and the needs of eligible family members including spouses/domestic partners, parents, children, siblings and grandparents;
- Lower group-rated premiums as compared to premiums for individual long term care policies;
- Convenient payroll deductions for employee and spousal coverage;
- Full portability upon separation or retirement from Pace University.

This voluntary benefit is being offered by UnumProvident Life Insurance Company of America. Enrollment in the Long Term Care insurance program continues on a rolling basis. If you would like an enrollment package for the Long Term Care program at any time during the year, please visit the website at <http://w3.unumprovident.com/enroll/pace>.

### **Life Insurance**

The University will provide you with basic life and accidental death and dismemberment (AD&D) insurance coverage equal to one times your salary (up to \$100,000) at no cost to you. You may choose additional life insurance and AD&D coverage equal to another one, two or three times your salary, up to a maximum of \$750,000 in combined basic and supplemental coverage. The Standard Life Insurance Company of New York is the insurance carrier for this coverage.

The cost of optional (additional) life and AD&D insurance coverage will be based on age-related rates, according to this schedule :

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<b>Supplemental Life Insurance</b>	
Age	Monthly Rate Per \$1000
under 30	\$0.10
30 - 34	\$0.11
35 - 39	\$0.12
40 - 44	\$0.17
45 - 49	\$0.29
50 - 54	\$0.48
55 -59	\$0.73
60 - 64	\$0.83
65 - 69	\$1.45
70 - 74	\$2.43
75 - 79	\$4.10
80 - 84	\$6.28
85 - 89	\$9.92

Rates are in effect through June 30, 2010.

To calculate your semi-monthly payroll deduction multiply your salary by the additional level of coverage desired (i.e. 1,2 or 3), then multiply by the rate based on your age bracket above and divide by 1000, divide again by 2 to calculate your semimonthly deduction.

For example: If you are age 29 and earn \$55,000 per year and wanted 2x your salary in supplemental life coverage, the calculation would be:

$\$55,000.00 \times 2 = \$110,000 \times 0.10 = 11,000 / 1000 = \$11.00$  per month or \$ 5.50 per pay period.

Note: You must be an active full time employee to be eligible for this benefit.

### **Death Benefit**

In the event of an active employee's death, a death benefit would be paid to his/her next of kin. To be eligible, an employee is required to have a minimum of two years of full time service. Payment is calculated as follows:

Number of full time years of service/2= number of weeks \* (last base salary/52 weeks) = death benefit.

Pace University also provides the option to continue certain benefits as identified below:  
 Medical - An employee's surviving spouse/domestic partner and/or dependent children, through the age of 25, can continue to participate through the University's group plan, at their own expense. Our third party administrator, PayFlex, will bill the participant directly.  
 Dental - An employee's surviving spouse/domestic partner and/or dependent children, through the age of 23, can continue to participate in group coverage for up to 36 months at their own expense through COBRA. Surviving spouse/ domestic partner will be billed the current premium monthly rate, plus a 2% administration fee. PayFlex is the COBRA Administrator for Pace University. Notification of your COBRA rights and responsibilities will be forwarded directly to surviving family members by PayFlex.

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Tuition Remission - If a deceased employee had achieved 5 years or more of full time service, on-campus tuition remission benefit will continue for surviving spouse/domestic partner and any children up to age 30.

3. Work/Life Benefits –employee assistance program; health flexible account; dependent care flexible spending account; commuter reimbursement accounts; academic federal credit union; paid University holidays; paid vacation/personal days; leaves of absence.

#### **Employee Assistance Program**

It can be difficult to balance the demands of work with those of your personal life. The work-life balance EAP is here to help. It provides unlimited telephone consultations with master's-level consultants, web-based tools and online information for you and anyone in your family who needs help.

Visit the website or call a master's-level consultant if you need help and information with issues such as:

- problems with a manager or coworker;
- coping with stress, anxiety and depression;
- organization tips and prioritization ideas;
- caring for an elderly relative or finding senior assistance;
- raising children and finding child care in your area;
- dealing with a family member who has an addiction;
- improving your health or controlling a chronic condition;
- getting out of debt and managing your finances;
- relationship issues, legal issues and much more.

Help is only a call or a click away. Call whenever you like, as often as needed. Consultants can help you work through your concerns and develop a plan to address your problems. Calls are confidential\*; no one will know you use this service unless you tell them. You can also use the website at [www.lifebalance.net](http://www.lifebalance.net) to e-mail a consultant, locate area resources or download information. Our Work-life balance EAP is the comprehensive resource available to help you face life's everyday challenges.

#### **Health Flexible Account**

This account will reimburse you with "tax-free dollars" for unreimbursed medical and dental expenses (i.e. medical co-payments, prescription co-payments) incurred by you, your spouse or your dependent.

You may elect to contribute up to a maximum of \$8,000 to the Health Care FSA for this plan year from July 1, 2009 through June 30, 2010. The minimum annual contribution is \$200.

Examples of Eligible Medical and Dental Expenses:

- Copayments, deductibles and coinsurance
- Expenses that exceed usual, reasonable and customary (UCR) limits
- Vision or hearing expenses not covered by your plan
- Unreimbursed expenses for mental health care
- Unreimbursed chiropractic expenses
- Over the counter medicines and drugs
- Any other expense that would qualify as a medical expense deduction for federal income tax purposes

Examples of Expenses that do NOT Qualify for Reimbursement:

- Health or Dental plan premiums (including COBRA)
- Health club dues
- Cosmetic surgery that is not medically necessary
- Long-Term Care insurance premiums

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- Expenses for domestic partner or children of domestic partner
- Any other expense that would NOT qualify as a medical expense deduction for federal income tax purposes

You can obtain a complete list of eligible expenses in IRS Publication 502-Medical and Dental Expenses. This publication is available at your local IRS office or on the IRS website, [www.irs.ustreas.gov/](http://www.irs.ustreas.gov/).

### **Dependent Care Flexible Spending Account**

This account will reimburse you with “tax-free dollars” for day care expenses incurred for your dependent child under age 13 while you and your spouse (if married) are at work. Day care expenses incurred for dependents age 13 or over are considered eligible only if the dependent is physically or mentally disabled, spends at least eight hours a day in your home and depends on you for at least half of his or her support. To be eligible, the child, spouse or parent must be a dependent you claim on your federal tax return.

You may elect to contribute up to a maximum of \$5,000 to the Dependent Care FSA **for this plan year from July 1, 2009 through June 30, 2010**. The maximum is \$2,500 if you and your spouse each establish a Dependent and Child Care flexible spending account. The minimum annual contribution is \$200.

Examples of Eligible Dependent Care Expenses:

- Payments for dependent care services provided in the home. The services cannot be provided by someone you also claim as a dependent, or by your child under age 19, whether or not a dependent.
- Pre-school or nursery school tuition (below first grade)
- Day camp
- After-school programs
- Child care centers

Examples of Dependent Care Expenses that are NOT Eligible:

- Education expenses for the first grade or higher
- Payments to a care giver while at home sick from work
- Round-the-clock nursing home care
- Overnight camp
- Transportation to and from a care site

If you use the services of a dependent care center that provides care for at least six individuals, the center must be in compliance with state and local laws.

You can obtain a complete list of eligible expenses in IRS Publication 503-Child and Dependent Care Expenses. This publication is available at your local IRS office or on the IRS website, [www.irs.ustreas.gov/](http://www.irs.ustreas.gov/).

### **Commuter Reimbursement Accounts**

Commuter Reimbursement Accounts provide employees with pre-tax reimbursements for out-of-pocket mass transit and parking expenses. If you participate in a CRA, you will reduce your federal, state and local income tax liability because your elected contributions are not subject to these taxes.

### **Tax Advantage**

If your taxable income is \$50,000 and you put \$115 a month into a CRA for mass transit expenses, your annual federal tax savings alone would be approximately \$315 (25% tax bracket). Although you still pay \$1,260 in mass transit expenses for the year, you will not paying taxes on that amount. As you can see, the impact on your tax liability can be considerable.

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There are two types of Commuter Reimbursement Accounts:

1. **The Transportation Reimbursement Account (TRA)** allows you to now set aside up to \$230/month (\$115/paycheck) in 2009 on a pre-tax basis to cover mass-transit expenses on any public transit commuter system. This includes New York City Transit Authority buses and subways, Long Island Railroad, Metro North Commuter Railroad, New Jersey Transit, Staten Island Rapid Transit, Port Authority Trans-Hudson Corp. (PATH), commuter and suburban bus services, Amtrak, and certain ferry and registered van pool services.
2. **The Parking Reimbursement Account (PRA)** allows you to set aside up to \$230/month (\$115/paycheck) in 2009 on a pre-tax basis for parking expenses incurred near your place of employment while at work. It will also cover expenses incurred for parking near a location where you board mass transit.

#### **Enrolling in the CRA**

**Benefit Resource, Inc. (BRI)** is the current administrator of Pace University's CRA plans. Eligible employees may enroll by completing the enrollment form located on our website, [www.pace.edu/hr](http://www.pace.edu/hr). Your enrollment form must be received in the University Benefits Office by the 15th of the month in order to be processed for the 1st of the following month.

The monthly amount(s) you elect will be evenly deducted from your semi-monthly paychecks. In order to receive a reimbursement, you can fax or mail to BRI a completed Commuter Claim Form along with the appropriate receipts to the third party administrator. The form is available at our website, [www.pace.edu/hr](http://www.pace.edu/hr). Any contributions unused during a particular month cannot be paid as taxable compensation.

Claims must be submitted with 180 days from the date of service incurring the commuting or parking expense.

#### **eTRAC COMMUTE DEBIT CARD**

Benefit Resource Inc. offers the eTRAC debit card. The eTRAC card is a MasterCard "stored value" card. If an employee loses a card, it can be reported lost and his/her funds are guaranteed. The pre- and post-tax payroll deductions are automatically loaded onto the card each month, and the card can be used to purchase the choice of fare; from a single fare to a month's worth. Employees can purchase exactly the amount they need, and any unused amount rolls over to the next month. This encourages greater usage and tax savings. eTRAC Commute can be used for both workplace parking and mass transit fees.

#### **Making a Change to Your CRA Elections**

Once you are enrolled in the CRA program, you can make the following changes:

- change or temporarily discontinue your monthly contributions
- add an additional post-tax contribution
- switch to the transportation or parking reimbursement account
- cancel your participation

Changes can be made at any time by completing the Commuter Enrollment/Change Form, located on the Human Resources web page under Forms. Please fax the completed form to the University Benefits office at 914-989-8506.

All changes made by the 15th of the month will be effective on the 1st of the following month and subsequently reflected in your paycheck. For example, if you make a change to your CRA by October 15th, your change is effective on November 1st and will be reflected in your November 15th paycheck. If you make a change on October 16th, your change is effective on December 1st and will be reflected in your December 15th paycheck.

You can obtain information on the status of your account by calling BRI at 800-284-4885.

You may also check the status of your account online at [www.BenefitResource.com](http://www.BenefitResource.com) via secure Login. Note: The **Company Code** is "paceuniv" (minus the quotation marks). The **Member ID** is your U#. The **Password** is your home Zip Code.

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**Academic Federal Credit Union**

The Academic Federal Credit Union (AFCU), which was chartered in 1979, is a not for profit financial institution, which provides all the same services as a bank except the money that is earned as profits is accumulated and given back to its members in the form of a dividend.

There are currently fourteen schools in the field of membership, including Manhattan College, New School University, and New York Law School.

The Credit Union offers savings and loan accounts at competitive rates, as well as other additional services, including direct deposit, credit and debit cards, insurance discounts, motor vehicle certificate program, auto loans, and entertainment discounts.

You, your spouse, and children are eligible to join the credit union. This membership may also be extended to other members of the family as defined by the AFCU.

Please contact them at (914) 923-3608 for more information or visit their website at [www.academicFCU.org](http://www.academicFCU.org) to learn about their services and join the credit union.

4. **Financial Security** –basic retirement plan; supplemental retirement plan

**Basic Retirement Plan**

The Basic Retirement plan is a defined contribution plan in which specific contributions are made by the employee and the University once eligibility requirements are met. The requirements are based upon age and full time service criteria.

Once you meet the eligibility requirements and have completed the necessary enrollment forms, the University will contribute a percentage of your base salary, up to \$245,000 effective January 1, 2010. You will also be required to make contributions, which will be on a tax-deferred basis.

The percentages that you and the University contribute will differ based upon your full time date of employment and years of service with the University.

All full time employees who meet the following age and full-time criteria are eligible to join the Pace University's Basic Retirement Plan:

Age	Service
21-25 years	2 years
26 + years	1 year

Note:

Eligibility Criteria may be waived or credited upon establishing service requirements stated above at another institution of higher education or 501(c)3 organization. Employment with the former institution, organization must be within three years of employment with Pace. Eligible employees may direct their own contributions and the University contributions to the following funding vehicles:

- [TIAA/CREF](#) - 403(b) Tax Sheltered Annuity
- [Fidelity Investments](#) - 403(b)(7) Tax Sheltered Custodial Accounts
- [T. Rowe Price](#) - 403(b)(7) Tax Sheltered Custodial Accounts

Participants in the plans should maintain their ID and password information in a secure manner. Participants should also review confirmation letters and statements from the selected investment carriers in a timely manner for accuracy and completeness.

The Pace University Retirement Plan is divided into two components:

1. Basic Retirement Account: For required contributions made by the University and the Employee.
2. Voluntary Retirement Account: For additional voluntary contributions made by the



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Employee only. For TIAA/CREF this would include the Supplemental Retirement Account(SRA) and Tax Deferral Account(TDA).

The following depict the contribution schedules available under the Pace University Retirement Plan:

Basic Retirement Account Contribution Schedule For Employees hired prior to October 2, 2000			
Service	University Contribution	Employee Required	Contribution Investment Options
0-9 Years	5%	5	TIAA/CREF Fidelity Investments
10-19 Years	10%	0	TIAA/CREF Fidelity Investments
20+ Years	12%	0	TIAA/CREF Fidelity Investments T.Rowe Price

Basic Retirement Account Contribution Schedule For Employees hired on or after October 2, 2000			
Service	University Contribution	Employee Required	Contribution Investment Options
0+ Years	9%	3%	TIAA/CREF Fidelity Investments

The following depict the distribution schedules available under the Pace University Retirement Plan:

Basic Retirement Account Distribution Options		
Fund	Income Options	Retirements/Restrictions
TIAA	Annuity	None, may begin at anytime.
	Transfer Payout Interest Payment	Must be 59 1/2; not required to separate from service
CREF	Annuity	None, may begin at anytime.
	Lump Sum Periodic Payments Partial Withdrawal	For all options must be 59 1/2; not required to separate from service
	Lump Sum Periodic Payments Partial Withdrawal	None, may begin at anytime. For all options must be 59 1/2; not required to separate from service
T.Rowe	Lump Sum Periodic Payments	For all options must be 59 1/2; not required to separate from service
Note:	TIAA Retirement Account and Fidelity Investments has a loan provision. Total loans from TIAA-CREF and Fidelity combined cannot exceed \$50,000. Must exhaust loan privileges before hardship distributions under IRS will be reviewed and approved.	

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**Supplemental Retirement Plan**

The Supplemental Retirement Plan is a tax deferred contribution plan in which the employee makes additional voluntary contributions to supplement other retirement investments.

There are no eligibility and/or service requirements to join. Participation begins on the first of the following month upon completion of the necessary enrollment forms. You are not required to participate in the basic retirement plan to join the supplemental retirement plan.

The maximum that you can contribute is subject to IRS statutory limitations. Effective January 1, 2010, employees will be able to contribute a maximum of \$16,500 per year, which includes your contributions to the basic and supplemental plans. If you are over the age of 50, you may also be eligible to contribute an additional \$5,500. You may also be eligible to contribute an additional \$3,000 if you have 15 or more years of service at Pace University and have not met the lifetime maximum 'safe-harbor' limit of \$15,000.

The total annual maximum for University and employee contributions is \$49,000 effective January 1, 2010.

Participants in the plans should maintain their ID and password information in a secure manner. Participants should also review confirmation letters and statements from the selected investment carriers in a timely manner for accuracy and completeness.

Eligible employees may direct their own contributions and the University contributions to the following funding vehicles:

[TIAA/CREF](#) - 403(b) Tax Sheltered Annuity

[Fidelity Investments](#) - 403(b)(7) Tax Sheltered Custodial Accounts

[T. Rowe Price](#) - 403(b)(7) Tax Sheltered Custodial Accounts

Voluntary Retirement Account Contribution Schedule For All Employees			
Service	University Contribution	Employee Required	Contribution Investment Options
N/A	0	Any amount up to maximum allowed under IRS rules	TIAA/CREF Fidelity T.Rowe Price

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Voluntary Retirement Account Distribution Options		
Fund	Income Options	Retirements/Restrictions
TIAA	Annuity	
	Lump Sum Periodic Payments Interest Payment Partial Withdrawal	10% penalty if payment begins before age 59 1/2.
CREF	Annuity	
	Lump Sum Periodic Payments Partial Withdrawal	10% penalty if payment begins before age 59 1/2.
Fidelity	Annuity	
	Lump Sum Periodic Payments Partial Withdrawal	10% penalty if payment begins before age 59 1/2.
T.Rowe	Lump Sum Periodic Payments	10% penalty if payment begins before age 59 1/2.
Note:	TIAA/CREF and Fidelity Investments has a loan provision. Combined maximum for loans cannot exceed \$50,000. Must exhaust loan provisions before hardship distributions under IRS are approved.	

5. **Education Benefits** –on-campus tuition remission; off-campus graduate tuition remission; off-campus dependent tuition reimbursement; tuition exchange programs; New York College Savings Program (529 Plan) ~~{text to be supplied}~~

#### **On Campus Tuition Remission**

On-Campus Tuition Remission is given to those who are attending classes for credit at Pace University. On-Campus Tuition Remission covers only the tuition. All other charges including lab fees, late charges or activities fees are not included. Attendance in classes will not be allowed during scheduled works hours including during one's lunch period. Graduate courses are subject to tax withholdings governed by the IRS. See [Taxable Tuition](#) for more information.

#### **Spouse/Partner**

Is eligible to receive 100% tuition for the duration of the employee's employment in all programs except for the Executive Business Program, the Psy.D. Psychology Program, and the Law School, and all doctoral programs. Those programs only receive a tuition benefit, not to exceed the greater of the total tuition to complete a Master's degree in Lubin or CSIS or 50% of the special graduate degree tuition.

#### **Children**

Are eligible to receive 100% tuition for the duration of the employee's employment and for qualified retirees and individuals with long term disability in all programs except for the Executive Business program, the Law School, and all doctoral programs. Those programs receive a tuition benefit, not to exceed the greater of the total tuition to complete a master's degree in Lubin or CSIS or 50% of the special graduate degree tuition. Dependent children receive 100% tuition up to age 24. After age 24 they receive 50% tuition benefit except for the Executive Business Program, the Psy.D. Psychology Program and the Law School, and all doctoral programs. Those Programs receive 25% tuition benefit. All tuition remission benefits end at the end of the semester in which the child turns 30.

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Tuition Remission benefits available under the On-Campus Tuition Remission Program do not cover special arrangements such as tutorials, independent study, or courses conducted off-campus which are accepted for credit at Pace. Special course fees and all late fees are also not covered, and are the responsibility of the student. However, the General Institution Fee (GIF) is covered by the Tuition Remission Program.

#### **Non-Credit or Certificate Courses/Programs**

Covered for employee only and when directly job related. Contact Human Resources for requirements and application procedures.

#	Employee or Dependency status	Under-Graduate	Graduate	Special Program's*
1	FT Faculty, Staff, and Spouse/partner and Children (to age 24)** of FT Faculty or Staff	100%	100%	50%
2	Children of FT Faculty or Staff, age 24 or older	50%	50%	25%

\* Executive MBA; EMBA; Masters in Finance for Professionals, ALL Doctoral Programs and the Law School

\*\* To the end of semester following 24th birthday; Age 24, or older for undergraduate degree only, if matriculation commenced prior to age 24. All remission benefits cease at the end of the semester following 30th birthday

Staff members must obtain approval from their supervisor to ensure that there is no conflict with their work schedule (Part IV on the [application](#)).

Any add/drop of classes requires completion of a new [On-Campus Tuition Remission Form](#).

Completed application must be submitted to Human Resources for approval by the date(s) indicated below.

Fall semester	August 15
Spring semester	December 15
Summer I	May 15
Summer II	June 15

*If any deadline date falls on a day the University is not open, the deadline is extended to the first business day following the 15<sup>th</sup>.*

The applicant must complete the Express TAP Application (ETA) to determine whether the applicant, spouse or child is eligible for TAP:

- If the Express TAP Application indicates eligibility, the applicant must check Part V(A) of the On-Campus Tuition Remission Application. If the Express TAP Application indicates eligibility, Pace reserves the right to reduce the On-Campus Tuition Remission award by the maximum TAP benefits allowed. Failure to comply with the procedures described herein will result in cancellation/revocation of the On-Campus Tuition Remission Application and benefits under Pace University's On-Campus Tuition Remission Program.
- If the Express TAP Application indicates that the applicant is NOT eligible for TAP, the applicant must check Part V (B) of the On-Campus Tuition Remission Application. The applicant should retain the Express TAP Application for his/her records in the event there are any questions.

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The Office of Student Assistance (OSA) will send an invoice to the student for all charges. This invoice and the approved On-Campus Tuition Remission Application must be submitted (by the employee) to the Office of Student Assistance (OSA), which will credit the student's

account for the amount of the Tuition Remission.

### **Off-Campus Graduate Tuition Remission**

#### Eligibility

For full time faculty and staff enrolled in a job related Graduate Program not offered at Pace University:

#### Remission

- Up to \$1,500 per academic year – Private Institutions – (\$750 per semester)
- Up to \$1,000 per academic year – Public Institutions – (\$500 per semester)
- Benefits provided for a maximum of three years

#### Procedure

Complete an [off-campus tuition remission application](#) accompanied by current job description and statement from supervisor to justify relationship of program to current job responsibilities.

In addition, must also provide a copy of paid statement and completion of courses for the given semester.

Documents should be submitted directly to the University Benefits Office in Dow Hall in Briarcliff.

#### Reimbursement

Upon satisfactory completion of the required documents, reimbursement for courses will be made following the end of Pace's semester schedule. For example, reimbursement for the Fall semester will be made in January, while reimbursement for the Spring semester will be made in June.

### **Off-Campus Dependent Tuition Reimbursement**

#### Eligibility

Dependent children of full-time faculty and staff members\*, matriculated in full-time undergraduate studies at any institution other than Pace University. Dependent children already enrolled in the [Tuition Exchange Programs](#) will not be eligible for the Tuition Remission Program. Child must maintain a minimum GPA of 2.0

#### **Definition Of Dependent**

Natural born children, adopted children, step-children and foster children, up to age 24.

#### Reimbursement

\$2000 per child per year\*\*, Payable in two (2) installments of \$1000 per term (maximum \$8000 per child). Each term grant (\$1000) will only be payable at end of the term.

#### Procedures For Employee

1. An employee must complete an [Off-Campus Dependent Child Tuition Remission Application](#) and attach it to:
  - a. the Grade Report
2. Completed application and attached documents are to be sent to the University Benefits Office following the completion of the student's term.

\* \* If both parents are employed by Pace University, an eligible child can only receive one grant.

\*\* Applicable only for Fall and Spring terms

### **Tuition Exchange Programs**

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The program, which is administered by the Tuition Exchange, Inc., Washington, D.C., provides for reciprocal undergraduate scholarships to children of faculty and staff employees of more than five hundred colleges and universities across the country. Under it, the child of a Pace employee would be awarded a scholarship to any of the institutions in the program. Duration- Scholarships are awarded for four consecutive years. A student may retain a tuition exchange scholarship if she or he continues to meet the academic standards of the school attended.

Eligibility - Parent must be employed at Pace full-time for a minimum of seven years prior to September 1st, of the scholarship year and also must be in active full-time service at that time. An employee's children by birth or adoption, under age 24, are eligible for this program. Stepchildren of an employee are not eligible.

Once an employee's child has been awarded the tuition exchange scholarship, the employee moves to the end of the line of those who are eligible for such scholarships, and will be eligible for a second scholarship only if no other employee who has priority, based on seniority, is applying for an available scholarship in a given year. Only one tuition exchange scholarship will be awarded to an employee.

Selection - Limited number of scholarships may or may not be available in a given year. Available scholarships will be awarded in accordance with the parent's seniority (years of service) at Pace. Seniority will be measured from the parent's date of full-time employment at Pace University to September 1st, of the scholarship year.

A committee, consisting of representatives from each of the faculty and staff councils, will determine which applicants will be eligible for tuition exchange scholarships. It will have the power to determine the number of awards to be granted each year and adjudicate individual cases, to make such adjustments to these policies as seem appropriate and equitable under the circumstances, and to recommend policy changes to the administration (and the faculty councils).

The number of awards to be granted is based on a review of the prior academic year's exchange activity and an estimate of the current year's final exchanges.

Awards will be granted only after Pace's receipt of letters of acceptance and financial aid from the selected institution.

Pace University's Tuition Exchange Liaison is Carolyn Ventura Lengers, Benefits Representative, Human Resources.

Visit [www.tuitionexchange.org](http://www.tuitionexchange.org) for more information about the schools participating in the Tuition Exchange program.

### **New York College Savings Program (529 Plan)**

Pace University is offering the New York College Savings Program administered by UPromise to our voluntary benefit offering making saving for college convenient for our full time and part time faculty and staff .

Now more than ever, families need a college savings strategy that helps them reach their goals in the most efficient way possible. The best way to meet this challenge is to start planning and saving now. The New York College Savings Program is designed to help you and families save for college in the most convenient, flexible and affordable way possible. In addition, it also provides federal and state tax advantages as defined by Section 529 of the Internal Revenue Code and New York State tax regulations.

The New York College Savings Program provides an opportunity for employees to save towards higher education expenses, including tuition, fees, supplies, books, and equipment required for enrollment at eligible undergraduate, graduate or professional institutions (including vocational, business, and trade schools) in the United States and around the world. Most room and board expenses are also covered for students enrolled at least half time.

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Some of the benefits of this program are:

- Minimum contribution of \$15/paycheck
- Contributions and earnings grow tax free
- Choice of four investment options
- Qualified withdrawals are tax exempt from federal and New York State taxes
- Eligibility for a tax deduction (\$10,000 married filing jointly; \$5,000 filing single)
- Portability upon separation from the University
- Maximum contributions of \$100,000/beneficiary; lifetime maximum of \$235,000, inclusive of earnings
- Employees can set up as many accounts on behalf of beneficiaries, in which no familiar relationship is needed to exist and there is no age restriction

For more information about the New York College Savings Program, please call toll free 1-877-NYSAVES or visit [www.nysaves.org](http://www.nysaves.org). You can visit our website, [www.pace.edu/hr](http://www.pace.edu/hr) to obtain the enrollment application and payroll authorization form, which should be returned to the Benefits Office for processing. The best way to ensure that your children receive the college education they deserve is to start planning and saving today.

6. **Post-retirement Benefits** – Pace University will provide certain benefits to full time employees upon retirement. Your eligibility for benefits in retirement will vary dependent upon when you were hired full time at the University and when you retire as a qualified retiree from the University. If you have any questions regarding your eligibility for post retirement benefits, please contact the University Benefits Office. ~~[supplemental text to be supplied]~~

#### **PRE 1996 HIRES**

Qualified Retirees are those who meet the 75-year rule. This rule states that the age plus a minimum of 10 years of full-time service must total 75 years in order to be considered a qualified retiree.

Qualified Retirees are eligible for the following benefits:

Medical Coverage (if retired prior to August 31, 2005)

##### Under 65 years of age

The University will provide individual coverage at no cost to the qualified retiree. University coverage will remain primary. If the retiree desires to have coverage for a spouse, he/she may do so by continuing family coverage and paying the required premiums directly to the University.

##### Over 65 years of age

The University will provide supplemental coverage for our retirees with no cost to the employee. Medicare coverage will become primary while University coverage will become secondary. If a retiree desires coverage for a spouse, he/she may do so by enrolling them in single coverage plan and paying the required premiums directly to the University.

See [Medical Plan changes effective July 1, 2007](#) for more information

Medical Coverage (if retired after August 31, 2005)

##### Under 65 years of age

University coverage will remain primary and the retiree is required to contribute towards medical coverage for oneself while in retirement. The retiree's contribution will be the same cost share dollar amount as immediately prior to retirement without being subject to future increases in premium. If the retiree desires to have coverage for a spouse, he/she may do so by continuing family coverage and paying the required premiums directly to the University.

##### Over 65 years of age

The University will provide supplemental coverage for our retirees Medicare coverage will become primary while University coverage will become secondary. The retiree is required to contribute towards medical coverage for oneself while in retirement. The retiree's

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contribution will be the same cost share dollar amount as immediately prior to retirement without being subject to future increases in premium.

If a retiree desires coverage for a spouse, he/she may do so by continuing family coverage and paying the required premiums directly to the University.

See [Changes effective 1-1-2004](#) for more information.

See [Medical Plan Changes effective July 1, 2007](#) for more information

Medicare - Part B - The University will reimburse qualified retirees, age 65 or over, for the standard monthly Medicare Part B premium upon receipt of the Medicare Part B card.. In 2008, the standard monthly Part B premium is \$96.40 Reimbursement is done on a monthly basis and will begin the month following receipt of the Medicare Part B card. No retroactive reimbursement will be made. Direct deposit is available for this reimbursement.

Dental - Retiree has the option to continue on the Delta Dental Preferred POS plan for 24 months following their retirement date. Once the 24 months has ceased, retirees have the option to remain on COBRA for an additional 18 months. The retiree pays for the full cost of this coverage.

Life Insurance - Non-Contributory Life Insurance is provided to our qualified retirees at an amount equal to their last full time base annual salary up to \$150,000. Effective July 1, 2007, non-contributory life insurance is provided to our qualified retirees at an amount equal to their last full time base annual salary up to \$100,000. The amount of the policy will decrease by 10% of the original amount on the first of each July following the date of retirement. It will continue to decrease until the amount is equal to the greater of 40% of the original amount or \$2500.

Tuition Remission - Qualified retirees, their spouses and children under the age of 24 are eligible for full tuition for courses at the University, except in the Law School, the Executive MBA Program, the DPS Program and the Psy.d. Program.

Full remission toward completion of their undergraduate degree if they were matriculated prior to age 24 or half tuition for other courses at the University and one-quarter remission for the graduate programs listed above.

On campus tuition remission benefits for children end in the semester the child turns 30.

#### **POST 1-1-1996 TO 9-30-2000**

Qualified retirees are those who meet the 75-year rule. For employees hired on or after January 1, 1996, age plus a minimum of 15 years of full-time service must total 75 years in order to be considered a qualified retiree.

Health Insurance -

Under age 65:

University coverage continues

Over age 65:

University coverage supplements Medicare

Medical premium contribution

Service	Employee Contribution*
Less than 15 years	100%
15-19	50%
20-24	25%
25 + years	Will contribute the same premium cost share dollar amount as immediately prior to retirement without being subject to future increases in premium.



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\*University assumes differences. See [Changes effective 1-1-2004](#) for more information.  
 Life Insurance - \$10,000 upon retirement (increases at University option)  
 Tuition Remission - Qualified retirees, their spouses and children under the age of 24 are eligible for full tuition for courses at the University, except in the Law School, the Executive MBA Program, the DPS Program and the Psy.d. Program where the remission is one-half. Full remission toward completion of their undergraduate degree if they were matriculated prior to age 24 or half tuition for other courses at the University and one-quarter remission for the graduate programs listed above.  
 Tuition Remission for children ends at age 30.

#### **POST 10-2-2000**

No post retirement benefits. See Basic Retirement Plan.

### **C. INTELLECTUAL PROPERTY AND COPYRIGHT**

#### **Statement of Principle**

*“Intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty, author, or inventor, except as he or she may voluntarily choose to transfer such property, in full, or in part.”*

*- AAUP Statement on Copyright, 1999*

The objective of copyright is, in the words of the U.S. Constitution, to “promote the progress of science and useful arts.” To achieve that objective, authors are given exclusive rights under the Copyright Act to reproduce their works, to use them as the basis for derivative works, to disseminate them to the public, and to perform and display them publicly. Institutions of higher learning, in particular, should interpret and apply the law of copyright so as to encourage the discovery of new knowledge and its dissemination to students, to the profession, and to the public. This mission is reflected in the American Association of University Professors (AAUP) 1940 *Statement of Principles on Academic Freedom and Tenure*: “Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.”

Pace University faculty and administration agree that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the University and its learning communities reasonable access to, and use of, the intellectual property for whose creation the University has provided assistance. Pace University supports the development, production, and dissemination of intellectual property, including distance education, by its faculty members.

#### **Copyright and Patent**

The term "Copyright" shall be understood to mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. "Works of authorship" (including computer programs) include, but are not limited to the following: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models, and technical drawings); motion pictures and other audiovisual works; sound recordings; and architectural works.

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"Tangible media" include, but are not limited to, books, periodicals, manuscripts, phone records, films, tapes, and disks.<sup>9</sup>

The term "Patent" shall be understood to mean that bundle of rights that protect inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; new and ornamental designs for any useful article and plant patents being for the asexual reproduction of a distinct variety of plant, including cultivated sprouts, mutants, hybrids, and new found seedlings, other than a tuber propagated plant or plant found in an uncultivated state.<sup>10</sup>

### **Ownership of Intellectual Property**

Situations do arise in which Pace University may fairly claim ownership of, or an interest in, copyright in works created by faculty members. Three general kinds of projects fall into this category: 1) special works created in circumstances that may properly be regarded as "made for hire;" 2) negotiated contractual transfers; and 3) "joint works" as described in the Copyright Act.

1. *Works Made for Hire.* Although traditional academic work that is copyrightable—such as lecture notes, courseware, books, and articles—cannot normally be treated as works made for hire, some works created by the University faculty and staff members do properly fall within that category, allowing Pace to claim copyright ownership. Works created as a specific requirement of employment or as an assigned institutional duty that are included in a written job description conveyed to the faculty member prior to the creation of the work or a written employment agreement, may be fairly deemed works made for hire. With such prior written specification, ownership will vest with Pace in those cases in which it provides the specific authorization or supervision for the preparation of the work. Examples are reports developed by a dean or by the chair or members of a faculty committee, or promotional brochures prepared by a director of admissions. Examinations will be treated as part of the faculty member's customary instructional materials, with copyright thus owned by the individual.

The Copyright Act also defines as a "work made for hire" certain works that are commissioned from an individual who is not an employee but an "independent contractor." Pace will own the copyright in such a commissioned work when the author is a faculty member but the work to be created falls outside the normal scope of that person's employment duties, but only to the extent of a written contract with the faculty member. For example, Pace would own the copyright of a professor of art history commissioned by Pace under special contract to write a catalog for a campus art gallery. In such situations, for the work-made-for-hire doctrine to apply there must be a written agreement so

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<sup>9</sup> Computer programs fall into a gray area between the two types of intellectual property. Programs that are a part of a "new and useful process" may be eligible for patent protection, while programs embodying minimally original expression may be eligible for copyright protection.

<sup>10</sup> The duration of a patent is 20 years from the date of the filing of the patent. Actual patent protection begins when the patent actually issues from the Patent & Trademark Office. The duration of a copyright (for works created and published after January 1, 1978) is the life of the author plus 70 years. Before that date, the duration of copyright (with some exception) had been 75 years, increased to 95 years in 1998. Unlike patent protection, copyright protection under the Copyright Act attaches as soon as a work is "fixed in a tangible medium of expression," i.e., put on paper. There is no need to place a notice on distributed copies or applying to the Copyright Office for registration.

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stating and signed by both parties; the work must also fall within a limited number of statutory categories, which include instructional texts, examinations, and contributions to a collective work.

Pace University shall own copyright in works made for hire when it expressly directs a faculty member to create a specified work other than instructional material, or the work is created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement. However, without a written contract with the faculty member or other written documentation that the University can prove was provided to the faculty member prior to the creation of the work, Pace University may claim ownership only in instances where it can show by a clear preponderance of the evidence that, in light of the value of the work being created, a written contract or other written documentation was clearly not reasonable. Furthermore, notwithstanding the above, works of a faculty member incorporating an area of expertise of that faculty member are owned by that faculty member except to the extent a written agreement provides otherwise. Furthermore, works created through service on a university committee commissioned by some faculty governance unit shall be owned by the University.

2. *Contractual Transfers.* In situations in which the copyright or patent ownership is held by the faculty member, it is possible for the individual to transfer the entire copyright or patent, or a more limited license, to Pace or to a third party. A transfer of all of the copyright or patent or exclusive right, or a more limited right must be reflected in a signed document in order to be valid. When, for example, a work is prepared pursuant to a program of “sponsored research” accompanied by a grant from a third party, a contract signed by the faculty member providing that copyright or patent will be owned by Pace University will be enforceable. Similarly, Pace University may reasonably request, but not require, that the faculty member—when entering into an agreement granting the copyright or patent or other publishing rights to a third party—make efforts to reserve to Pace the right to use the work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, nonexclusive basis.

Pace University shall own copyright or patent in works made in Contractual Transfers if the faculty author or inventor has voluntarily transferred the copyright or patent, in whole or in part to the Pace University. Such transfer shall be in the form of a written document signed by the faculty author or inventor.

3. *Joint Works.* Under certain circumstances, two or more persons may share copyright or patent ownership of a work, notably when it is a “joint work.” The most familiar example of a joint work is a book or article written, fully collaboratively, by two academic colleagues, and may include patentable inventions. Each is said to be a “co-owner” of the copyright or patent, with each having all the usual rights of the copyright or patent owner (i.e., to license others to publish, to distribute the copyright or patent to the public, to translate, and the like), provided that any income from such uses is shared with the other. In rare situations, it may be proper to treat a work as a product of the joint authorship or invention of the faculty member and Pace, so that both have a shared interest in the copyright or patent.

Pace University shall own a copyright or patent in joint works only if Pace University has contributed to a “joint work” under the law. Pace can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their course materials. Such arrangement is to be agreed to explicitly in writing, in advance, and in full conformance with other provisions of this agreement.

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### **Who May Use the Intellectual Property?**

Only an explicit written institutional agreement with faculty members may also allow for Pace to use works created by faculty members without charge for educational and administrative purposes within the institution. Faculty members are encouraged to include such uses in their agreements transferring copyright for such works to a publisher.

*Material created by faculty for teaching and department programs, such as syllabi, course materials, assignments, and tests, shall remain the property of the faculty author, but Pace shall be permitted to use such material for internal and external administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions.*

*Faculty and administration may not use course materials such as syllabi, assignments, and tests for teaching purposes without the permission of the faculty author. However, when a faculty member is unable to complete a course, the substitute faculty member may use all course materials to complete the course.*

In an agreement transferring a copyright or patent for such works to a publisher or distributor, faculty authors or inventors are urged, but not required, to seek to provide non-exclusive rights for Pace to use such works for internal instructional, educational and administrative purposes.

Funds received by the faculty member from the sale of intellectual property owned by the faculty author or inventor shall be allocated and expended as determined solely by the faculty author or inventor.

Funds received by Pace University from the sale of intellectual property owned by Pace shall be allocated and expended as determined solely by the University.

Funds received by the faculty member and Pace University from the sale of intellectual property owned jointly by the faculty member and the University shall be allocated and expended in accordance with the specific agreement negotiated by the faculty member and Pace University.

In the event of multiple creators, the creators will determine the allocation of their individual shares by explicit written agreement.

### **New Instructional Technologies**

The development of new instructional technologies has led to some uncertainties with regard to the respective rights of the institution and its faculty members. For example, courseware prepared for programs of distance education will typically incorporate instructional content authored and presented by faculty members, but Pace may contribute specialized services and facilities to the production of the courseware that go beyond what is traditionally provided to faculty members generally in the preparation of their course materials. On the one hand, Pace may simply supply “delivery mechanisms,” such as videotaping, editing, and marketing services; in such a situation, Pace will not be regarded as having contributed the kind of “authorship” that is necessary for a “joint work” that automatically entitles it to a share in the copyright ownership. In rare circumstances, Pace may, through its administrators and staff, effectively contribute to the content in such detailed matters as substantive coverage, creative graphic elements, and the like. In such a situation, Pace has a claim to co-ownership rights.

### **Changing and Updating Materials & Re-transmission of Courses**

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A faculty member's course presentation should not be recorded without the faculty member's prior knowledge and consent. Recordings of course material are academic documents, and thus, as with other works of scholarship, should have their author or creator cited accordingly. Faculty own the copyright of traditional academic works regardless of the physical medium in which they appear. Where the University and author disagree on ownership, the burden to prove property rights is on the University.

Courses and course presentations shall not be recorded without prior knowledge and consent of the faculty member. Such recordings are not to be re-used or revised without the written consent of the faculty member. Copyright of recordings of courses and course presentations shall be owned by the faculty member(s) as in the case of traditional course materials.

The faculty member who creates the course (or adapts a pre-existing course) shall exercise control over the future use, modification, and distribution of instructional material and shall determine whether the material should be revised or withdrawn from use.

### **Academic Freedom**

Academic freedom applies to all methods of instruction. Faculty members shall have academic freedom as instructors and researchers in accordance with the provisions of the 1940 Statement of Principles on Academic Freedom and Tenure, including "freedom in the classroom in discussing their subject" and "full freedom in research and in the publication of the results."

Methods of presentation and selection of course materials are to be under the control of the faculty member assigned to develop and/or teach the course. For required courses, courses that are offered in multiple sections and team-taught courses, the faculty involved should share this responsibility in accordance with the usual norms of academic practice.

### **Selection of Materials**

Individual faculty members should have the responsibility for selecting and presenting materials in courses offered. For team-taught or interdisciplinary courses and programs, the faculty involved should share this responsibility.

## **D. DISTANCE EDUCATION AND INSTRUCTION USING DISTANCE EDUCATION TECHNOLOGY**

### **Distance Education**

The terms "Distance Education" or "Distance Learning" as used herein refer to instruction where the faculty member and the student are separated geographically so that face-to-face communication is absent; communication is accomplished instead by one or more technological media. This communication consists of live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any course originating from or sponsored by Pace University. "Course" refers to any class offered for credit or otherwise required for a degree.

The materials created by faculty members for distance education courses should be treated in exactly the same fashion as materials created by faculty members for traditional courses.

### **Workload/Teaching Responsibility**

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The time needed to develop a distance education course should be carefully considered. The investment of faculty time involved in teaching a distance education course is normally greater than that required for a comparable traditional course. The time spent online answering student inquiries is reported as being more than double the amount of time required in interacting with students in comparable traditional classes.

### **Enrollment**

Determination of class size for a distance education class should be based on pedagogical considerations. Large sections should be compensated by additional credit in load assignment in the same manner as traditional classes.

### **Compensation**

Courses taught via distance education may be included as part of the faculty member's regular load, or may constitute an overload, or a combination of both. The teaching responsibilities as they relate to assignments, scheduling, syllabi, papers and tests, shall be no different from those of the corresponding traditional course sections. Grades will be issued using the normal University procedures.

Faculty members teaching a course utilizing distance education technology for the first time shall be provided course load reductions to properly prepare the course. This reduction should be provided prior to the offering of the course, and may be supplemented with an additional reduction during the first term the course is taught. Acceptance of these reductions constitutes agreement to teach two additional sections of the course over the next three terms. However, if after the course has been taught for the first time the administration or the department deems (for academic, financial, or other reasons) that it is not viable/practicable to teach it again using the distance education format, the faculty member shall be relieved of this obligation.

### **Online Office Hours**

A faculty member teaching a distance education course shall conduct the normally expected total number of office hours. In order to accommodate distance education student needs, if it is deemed appropriate by the faculty member, the normally expected office hours may be held online to conduct business and consult with students utilizing technology.

### **Technical Assistance**

Pace University is responsible for the technological delivery of the course. This means that Pace shall ensure that the necessary technology and equipment is identified and in place, that the institution shall provide appropriate training for faculty members, and that the institution shall ensure that faculty members have access to adequate technical support.

### **Available Technology and Equipment**

Prior to distance education courses being taught, the technology and equipment needs should be identified and in place. Pace University will provide the faculty member with the necessary equipment to teach the distance education course.

### **Training for Teaching**

Prior to distance education courses being taught, appropriate training both technical and curricular should be available to potential users. Any faculty member teaching a distance education course for the first time will receive training.

### **Availability of Assistance**

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Prior to distance education courses being taught, appropriate forms of assistance should be made available to the faculty member and the students. The institution will provide adequate support services at both the sending and receiving site for all distance education classes. Further, the institution will provide adequate technical security for all faculty members teaching courses using distance education technology. Provisions will be made for clerical, technical, and library support as needed. In addition, graduate assistants and/or student employees will be made available on a priority basis to support faculty members in the delivery of courses using distance education technology.

Assistance will be provided by the University, to develop study guides, teaching aids, and other course materials, and in clearing copyrights for use of material in the course.

### **Academic Honesty**

Students taking distance-education courses should be held to the same requirements of Pace University Student Academic Integrity Code as students taking traditional courses. Pace University will ensure that safeguards have been built into the distance-education course format to require that students be held to the same standards of academic integrity as students in traditional courses.

### **Evaluation of Class & Faculty Member**

Pace University shall implement a process to assure that students are able to evaluate the teaching performance of faculty members who offer courses taken via the distance-education format, consistent with Academic Freedom principles. Distance-education equipment shall not be used to evaluate faculty performance without prior faculty permission nor shall any observation of an online and/or web assisted course by any person other than the instructor occur without being approved in advance by the instructor.

### **Creation of an Intellectual Property Policy & Rights Committee**

In order to monitor the ongoing issues involving intellectual property and to resolve any disputes concerning copyright, the establishment of an on-going Intellectual Property Committee representing both faculty and administration is in order to serve a useful purpose in both collective bargaining and non-collective bargaining environments.

Such a committee serves a variety of purposes, including keeping faculty and administration apprised of technological changes that will affect the legislative, contract, and policy contexts. Such a committee also plays a role in policy development, as well as performing a dispute resolution function.

The Intellectual Property Policy and Rights Committee will be composed of eight members equally apportioned between faculty (elected by the Faculty Councils) and administration (appointed by the president or his/her designee.) The committee members shall elect a chair from among themselves each year. At the time of initial appointment or election, each member shall be designated as serving a one or two, or three year term, so that the term of one faculty committee member and one administration member will expire each year and replacements will be appointed or elected each year. After the first appointment subsequent members shall serve a three-year term, commencing on July 1 and terminating on June 30. Committee members may serve one additional three-year term.

The Committee shall monitor and review technological and legislative changes affecting intellectual property policy and shall report to relevant faculty and administrative bodies, when such changes affect existing policies.

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The committee shall serve as a forum for the receipt and discussion of proposals to change existing institutional policy and/or to provide recommendations for contract negotiations.

The Intellectual Property Policy and Rights Committee may make a determination concerning disputes over ownership, and its attendant rights, of intellectual property.

The committee shall make an initial determination of whether the University or any other party has rights to the invention or other creation, and, if so, the basis and extent of those rights. The committee shall also make a determination on resolving competing faculty claims to ownership when the parties cannot reach an agreement on their own.

If the inventors/creators disagree with the determination of the committee he/she may appeal to arbitration. This arbitration will be binding on all parties provided, however, in disputes between the university and faculty involving ownership rights, the faculty member(s) may bring the matter to a court of competent jurisdiction.

### **E. POLICY ON USE OF NAME AND LOGO**

The name and logo of Pace University are among the most valuable assets of the University. The ways in which the University's name and logo are used can affect the reputation and academic standing of the University, its personnel, students and alumni. Therefore, it is the policy of the University to strictly enforce the rule that no individual or entity, including any officer, faculty member or other employee of the University, may use the name and logo of the University, in whatever form that they may appear, except in connection with legitimate University purposes.

Any use of the University name or logo (other than to identify the creator of a work by his or her title at the University) must be approved in advance and in writing by the President or his or her designee. If the name or logo of the University is to be used in connection with any works created under collaborative agreements with outside entities (other than to identify the creator by his or her title at the University), such agreements must likewise be approved in advance by the President or his or her designee.

The following rules apply except where written consent of the President or his or her designee has been received:

- A. Neither the name of the University nor its letterhead or logo may be used by any officer, faculty member or other employee to sponsor, endorse or recommend any commercial service or product, regardless of whether that individual has any interest in the promotion.
- B. No University officer, faculty member or other employee may use the University's name in conjunction with any activity except for identification.
- C. No University officer, faculty member or other employee may use the University's name on stationery in connection with an outside organization in which he or she has been involved in the establishment or of which he or she is an officer or director and which is not part of his or her official activities.
- D. Faculty members, researchers, other employees (as well as their respective departments), and students may not participate in the creation or use of works that might give the impression of



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University sponsorship where no such sponsorship has been granted in accordance with the policies and procedures of the University.

All faculty questions relating to any use of the University name or logo and requests for approval for the use of the University's name and logo should be directed to the Office of the Dean. Only written consent signed by the President or his or her designee will be deemed the consent of the University to use the University's name or logo for a particular purpose. Any use not provided for pursuant to this Policy is an unauthorized use. The University will use all lawful means to prevent the unauthorized use of its name and logo.

## **F. ACADEMIC DISMISSAL**

### **The Right to Adequate Procedure**

Section 1. Faculty members are entitled to enjoy and exercise, without penalty for such exercise, the rights of citizenship, as well as the rights of academic freedom<sup>11</sup> as they are generally understood in the university teaching profession.<sup>12</sup> A faculty member holding an appointment with tenure is entitled to serve the University throughout her or his academic career. A non-tenured faculty member, serving on a term appointment, is entitled to serve the University throughout his or her term appointment. If, however, it can be shown affirmatively, by a preponderance of the evidence, that the faculty member is currently not fit to perform the ordinary duties of a faculty member, that faculty member is subject to dismissal for adequate cause.<sup>13</sup>

Adequate causes for dismissal of a faculty member are limited to the following:

1. A willful neglect of duty,<sup>14</sup>
2. A clear level of professional incompetence,<sup>15</sup>
3. Personal or professional misconduct,<sup>16</sup>
4. Program discontinuance,<sup>17</sup>
5. Financial exigency,<sup>18</sup>

Failure to review a probationary or term appointment is not a dismissal<sup>19</sup>.

Each of these conditions will be interpreted in a manner consistent with AAUP guidelines. Any dismissal of a tenured or non tenured faculty member shall be subject to a review governed by

<sup>11</sup> <http://www.aaup.org/AAUP/pubsres/policydocs/contents/1940statement.htm>

<sup>12</sup> Ibid.

<sup>13</sup> <http://www.aaup.org/AAUP/pubsres/policydocs/contents/RIR.htm> Regulation 4 part a.

<sup>14</sup> <http://www.aaup.org/AAUP/protect/legal/topics/tenure-perspectives.htm> Part II.A.1. This shall be interpreted to mean a substantial chronic conscious or intentional failure to perform the ordinary teaching duties of a faculty member.

<sup>15</sup> <http://www.aaup.org/AAUP/protect/legal/topics/tenure-perspectives.htm> Part II.A.1. "The absence of ability, judgment, or morals so total, incurable, and potentially damaging that a professional's right to practice can be terminated."

<http://www.questia.com/googleScholar.qst?sessionid=Lg7DIsSmRTzyh0HbVTdyRpxBw17Y31hghLlfy6QTQLGgBXn65Dhy!851822211!555708061?docId=5000218958>

<sup>16</sup> <http://www.aaup.org/AAUP/protect/legal/topics/tenure-perspectives.htm> Part II.A.1. Behavior, not part of the duties of a faculty member, so egregious as to subject the actor to criminal felony prosecution and conviction or the organization to substantial civil litigation.

<sup>17</sup> <http://www.aaup.org/AAUP/pubsres/policydocs/contents/RIR.htm> Regulation 4 part d.

<sup>18</sup> <http://www.aaup.org/AAUP/pubsres/policydocs/contents/RIR.htm> Regulation 4 part c.

<sup>19</sup> A faculty member who alleges that a denial of renewal or tenure involved a denial of academic freedom or impermissible discrimination may be entitled to a hearing; see Faculty Grievances: Policies and Procedures (section H2).

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the sequential "Informal" and "Formal" procedures set forth elsewhere in this document and by the guidelines established by AAUP.<sup>20</sup>

Section 2. If in accord with the reasons enumerated in Section 1 of this part of the Handbook, a question arises concerning the possible dismissal of a faculty member for reasons stated in Section 1, then this Section 2 shall apply.

- A. The faculty member shall not be suspended from or relieved of previously assigned academic duties until the procedures identified below and enumerated in subsequent sections under the titles "Informal Procedures" and "Formal Procedures" shall have been completed.
- B. Notwithstanding subparagraph A above, if continuation of the faculty member's academic duties poses a clear threat of significant immediate harm, whether physical or otherwise, either to the faculty member or to other members of the Pace community, there shall be a suspension of previously assigned academic duties. However, such suspension shall be subject to consultation with both the Executive Committee of the Joint Faculty Council and either the President of the University or the President's authorized representative.
- C. The question of possible dismissal shall be resolved by way of the principles listed below in the categories "Informal Procedures" and "Formal Procedures." Until the procedures listed below shall have been completed, no dismissal shall be effected.

The following "Informal Procedures" and "Formal Procedures" are intended to be applied only in the case where there is an attempt by the administration of the University, or of any subdivision thereof, including the College, the Schools or any academic department, to dismiss a faculty member in accordance with the criteria set forth in Section 1 of Part F above. The attempt to dismiss a faculty member and the issues and concerns surrounding it shall, hereinafter, be referred to as the "dismissal issue."

It is intended that these procedures be sequential by set, that is, Informal occurring before Formal and sequential within each set, that is, the first procedure under Informal occurring before the second and so forth. It is assumed that departmental and college or school procedures in dealing with the dismissal issue have been followed and that those procedures have not resulted in a satisfactory resolution and the dismissal issue has now been brought to the office of the President. In all cases reference to the President or to the office of the President shall include the President and any authorized representative of the President.

At any time in the process of informal and formal procedures, the parties may resolve the dismissal issue by mutual consent. The facts and issues giving rise to the dismissal issue and the resolution shall be set forth in a writing signed by both the faculty member and the President.

A. Informal Procedures

1. Personal Conference

The President shall, in writing, transmit to the faculty member:

- a. A statement of the facts that have given rise to the dismissal issue.
- b. A statement that the faculty member is invited to schedule a personal conference at a time, place and date arranged by mutual consent.
- c. A statement that this personal conference is one step in a process that may lead to the dismissal of the faculty member.

<sup>20</sup> <http://www.aaup.org/AAUP/pubsres/policydocs/contents/RIR.htm> Regulation 4 part b and Regulation 5

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- d. A statement that the faculty member may appear with legal or other counselors, as the faculty member deems appropriate.
- e. A statement that any information obtained through, or any arguments made in any informal procedure may be reintroduced in the formal procedures.
- f. A statement that the parties shall act in good faith to resolve the issues.
- g. A copy of the relevant handbook sections.
- h. A statement that the University will pay legal counsel fees for the faculty member; provided however that the faculty member will reimburse the University for these fees if the faculty member is in fact dismissed.

At the personal conference, the faculty member and the President shall attempt to resolve the dismissal issue by mutual consent. If the dismissal issue is resolved, the resolution shall be set forth in a writing signed by both the faculty member and the President. This writing shall be delivered to the faculty member for signature within 10 business days of the actual date of the completion of the personal conference.

## 2. Location Faculty Council Grievance Committee

If the dismissal issue is not resolved through the personal conference the President shall call into service the Grievance Committee of the faculty member's location faculty council (hereinafter, the Grievance Committee) as an advisory committee. The purpose of the Grievance Committee shall be to recommend resolution to the dismissal issue. The Grievance Committee shall be provided with all information available to the parties. The Grievance Committee shall, within thirty days of being called into service, make its recommendation in writing to the faculty member and the President. As this is an advisory committee, the recommendations made by it are not binding on either party. Unavailability of principal parties due to preexisting commitments should be construed as cause to postpone the advisory process. It is recommended that the grievance committee proceedings not take place over the summer break unless there is mutual agreement on the part of all parties involved.

This informal procedure may be waived by the faculty member, without prejudice, but the University cannot waive any step of this procedure.

All deliberations of the Grievance Committee will be treated as confidential, except to the limits required by law or by the Formal Procedures, if they are necessary.

## B. Formal Procedures

If the dismissal issue is not resolved through use of the informal procedures listed above, then this subsection shall apply.

### 1. Initiation of Formal Proceeding

The President shall initiate a formal proceeding by sending a notice to the faculty member and to the chair of the Joint Faculty Council Hearing Committee (JFCHC.) The notice shall contain, as a minimum, the following:

- a. The name, department, tenure status, and rank of the faculty member.
- b. A statement of the grounds for dismissal,
- c. A summary of the evidence upon which the grounds are based,

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- d. Copies of regulations governing the faculty member's procedural rights, including but not limited to pertinent Faculty Handbook provisions,
- e. A statement that the JFCHC shall, in accordance with Faculty Handbook rules, conduct a hearing on the grounds for dismissal specified,
- f. A statement that the time and place of the hearing shall be set by the Chair of the Hearing Committee and that such time and place shall be communicated to the faculty member and the President and that the faculty member and the President shall receive a formal invitation, at least thirty days prior to the designated date, to attend the hearing. Unavailability of principal parties due to preexisting commitments should be construed as cause to postpone the hearing process. It is recommended that dismissal proceedings not take place over the summer break unless there is mutual agreement on the part of all parties involved. Furthermore, mutual consent can accelerate any action required for the proceeding,
- g. A statement that the faculty member has the right to submit a response to the documents provided by the President and a time period within which said response must be made.

The University shall provide funding for the JFCHC to retain legal representation of its own choosing and the JFCHC shall retain said *counsel* as soon as it receives notice by the President of the initiation of formal proceedings.

Upon request of the faculty member, a copy of the statement of grounds shall be sent to the American Association of University Professors, or other appropriate professional groups or organizations, accompanied by a formal invitation to send observers to the Hearing. This statement shall be sent by the President and the Chair of the Hearing Committee. If the faculty member fails to answer the President's documents or states that he or she waives the hearing, the JFCHC shall evaluate all available evidence and make its recommendation upon the evidence in the record.

All deliberations of the JFCHC will be treated as confidential, except to the limits required by law. By mutual written consent of both parties, the formal proceedings of the JFCHC may be conducted without preparation of a written or recorded transcript.

## 2. The Hearing

The Chair of the Joint Faculty Council Hearing Committee (JFCHC) shall preside over a formal hearing on the merits of the grounds for dismissal. Prior to the commencement of the hearing process, the parties shall waive any rights to bring any legal action, civil or otherwise, against the members of the JFCHC, in consideration of their efforts in conducting the hearing.

The JFCHC shall be composed of nine regular members and eight alternate members, all of whom shall be tenured faculty members with no current administrative appointment; the chair is elected by the members of the JFCHC. For these purposes, a department chairs or assistant chairs shall not be excluded as members of the JFCHC. The JFCHC shall be composed of a minimum of eight members from each campus and the chair and its members shall be elected on a biennial basis, in accordance with the rules of the Joint Faculty Council, the Location Faculty Councils, as the case may be. Alternate members

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of the JFCHC shall replace regular members who are unavailable to serve or who have a conflict of interests.

Any member of the department of the faculty member subject to the hearing process shall be considered to have a conflict of interest, by definition. Any other conflict of interest shall be ruled on by a majority vote of the JFCHC. Either party in the Hearing may by written request to the Chair of the JFCHC ask at least one day prior to the commencement of the Hearing, and without any showing of cause, that any one or two named regular or alternate JFCHC members refrain from participating in the hearing process. If such a request is made of the Chair of the JFCHC, he or she shall grant it.

The composition of the JFCHC as defined by the Joint Faculty Council Constitution is incorporated herein by reference.

Unless otherwise requested in writing by the faculty member and agreed to by the President, the hearing shall be closed to all except the parties and any representatives of the AAUP or other appropriate professional groups or organizations.

- a. Submission of documents All documents that shall become a part of the record of the hearing shall be submitted to the Chair of the JFCHC, with duplicates to the other party, no later than ten (10) business days prior to the hearing date as set by the chair. Any rebuttal documents to the original submissions shall be submitted within three business days following the same procedures set forth herein.
- b. Hearing Procedure The Chair shall accept into the record all documents timely submitted and shall solicit sworn oral testimony from the parties during the conduct of the hearing. A stenographer shall be employed to keep minutes of the hearing and a complete transcript of the hearing shall be made available to the parties as soon as possible after the conclusion of the hearing.
- c. Testimony The documents and oral testimony shall not be strictly governed by the NY Rules of Evidence but shall be subject to reasonableness imposed by the Chair. The names of witnesses will be provided when practicable. The University shall present its evidence first and the faculty member shall present upon completion by the University presentation. At the sole discretion of the Chair, rebuttal testimony shall be presented.
- d. Summations and Submissions The parties shall submit to the Chair any summary or rebuttal documents within five business days of the conclusion of the in-person portion of the hearing.
- e. Decision of the JFCHC Five business days after closing of the period for submission of summary or rebuttal documents, the Chair shall reconvene the committee and acting on behalf of the committee shall submit a written decision either upholding the dismissal of the faculty member or denying said dismissal. This decision shall be based on a majority vote of the JFCHC. The committee is encouraged to cite the reasoning for its decision. The vote of the committee shall be disclosed. The decision will forward its decision to the President and to the faculty member, and to the appropriate professional organizations, should one or more have chosen to be present, and shall place at least one copy in the President's office, which shall allow access to any copies of any materials only to those persons who have secured written permission from the faculty member.

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- f. Conclusion Upon submission of the written decision, the hearing process shall be deemed final and binding, unless appealed.
3. Appeals From the Decision of the JFCHC.
    - a. Either party shall have the right to appeal the decision of the JFCHC to the Academic Affairs Committee of the Board of Trustees (or such other committee of the board as shall have replaced said committee in function or name.) Any appeal so taken shall be governed by the rules of the Board of Trustees and must be initiated within 30 days from the JFCHC decision.
    - b. If the Academic Affairs Committee affirms the decision of the JFCHC the matter shall be deemed closed. If the Academic Affairs Committee disagrees with the decision of the JFCHC, the proceedings shall be returned to JFCHC accompanied by a written statement of specific objections from the Academic Affairs Committee. The JFCHC shall reconsider the case, taking into account the stated objections of the Academic Affairs Committee, receiving new evidence if necessary. After reconsideration of the matter, the JFCHC shall make its decision, which shall be final and binding, and write and distribute its new decision, in the same manner as before. After study of the JFCHC's new decision, the Academic Affairs Committee may offer its final decision in the case. The faculty member may appeal the new decision of the JFCHC within 30 days of the new JFCHC decision.
    - c. Either party shall have the right to appeal the decision of the JFCHC or the Academic Affairs Committee of the Board of Trustees to the court system of the United States and the State of New York.

### **Severance Pay upon Dismissal**

Section 1. If a faculty member's appointment is terminated by the aforementioned procedures for Academic Dismissal<sup>21</sup>, the faculty member shall receive immediate notice of termination and post-termination salary according to the following schedule:

- a. for at least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service;
- b. for at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service;
- c. for at least one year, if the decision is reached after eighteen months of probationary service;
- d. for at least two years, if the faculty member has tenure.

This provision for post-termination salary shall not apply in the event that there has been a finding by the Hearing Committee that the conduct that justified dismissal involved moral turpitude<sup>22</sup>. On the recommendation of the Hearing Committee or the President, the Academic

<sup>21</sup> Failure to review a probationary or term appointment is not a dismissal and does not warrant the payment of severance pay.

<sup>22</sup> From the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure (<http://www.aaup.org/AAUP/pubsres/policydocs/contents/1940statement.htm> ) The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

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Affairs Committee of the Board of Trustees, in determining what, if any, payments will be made beyond the schedule above the effective date of dismissal, may take into account the length and quality of service of the faculty member.

Section 2. A faculty member that is terminated shall be entitled to receive no less future benefits (post-retirement benefits) than that faculty member would have been entitled to had the faculty member retired at the time of termination.

### **Procedures for Imposition of Sanctions Other Than Dismissal**

Section 1. If the President or the President's representative believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify the imposition of a major sanction, such as suspension from service for a stated period, the administration may institute a proceeding to impose such a severe sanction; the procedures outlined in "Procedures for Academic Dismissal" will govern such a proceeding.

Section 2. If the University administration believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a written reprimand, which will be expunged from the faculty member's permanent record no later than the following academic year, the administration will notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to argue with the administration that the proposed sanction should not be imposed. A faculty member who believes that a minor sanction has been unjustly imposed may petition the appropriate location Faculty Council Grievance Committee for such action as may be appropriate. If the faculty member believes that a sanction imposed by the administration as a minor sanction is actually a major sanction that ought to be treated as in Section 1 above, the faculty member may petition the appropriate location Faculty Council Grievance Committee for a determination of this issue.

### **G. TERMINATION FOR MEDICAL REASONS**

Termination of an appointment with tenure, or of a non-tenure appointment before the end of the period of appointment, for medical reasons, shall be based upon clear and convincing medical evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment<sup>23</sup>. The decision to terminate shall be reached only after there has been appropriate consultation and after the faculty member concerned, or someone representing the faculty member, has been informed of the basis of the proposed action and has been afforded an opportunity to present the faculty member's position and to respond to the evidence. The faculty member shall have the right to a full hearing by the Joint Faculty Council Hearing Committee and shall be entitled to all rights set forth in "Procedures for Academic Dismissal."<sup>24</sup>

If the appointment is terminated, the faculty member shall be given severance salary in accordance with the following schedule:

- for at least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of non-tenure service;

<sup>23</sup> <http://www.aaup.org/AAUP/pubsres/policydocs/contents/RIR.htm>, Regulation 4, part e

<sup>24</sup> The invocation of a hearing pursuant to "Procedures for Academic Dismissal" does not waive the faculty member's rights under the Americans with Disabilities Act, the Family Medical Leave Act, and ERISA, and no determination or finding of fact by the Joint Hearing Committee shall be binding in this regard.

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- for at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of non-tenure service;
- for at least one year, if the decision is reached after eighteen months of service and if the faculty member does not have tenure;
- for at least one year, plus an additional month, up to a maximum of twenty-four months, for every year of service (that is, up to an overall maximum of three years), if the faculty member has tenure. The amount of severance salary payable to a faculty member hereunder shall be reduced by the amount of any benefits that the faculty member may receive or be entitled to receive in the nature of replacement for lost University compensation (e.g. disability, workers' compensation, unemployment and other similar losses of earnings).

Notwithstanding the foregoing, the University shall not dismiss or terminate for medical reasons, the tenured appointment or tenured status of a faculty member who, because of the medical condition, is entitled to, applies for and obtains sick leave, disability insurance payments, or salary continuation under a workers' compensation policy, during the period following application for sick leave, long-term disability, or worker's compensation or while on sick leave or receiving these payments. In no circumstances may the termination occur before the end of one semester of the faculty member's inability to fulfill the terms and conditions of the appointment.

A tenured faculty member who is out on sick leave or disability is entitled to return to his/her tenured appointment if he/she is medically cleared to return to work. However, when a tenured faculty member is out on long-term disability, and based on clear and convincing medical evidence, there is no reasonable likelihood that the faculty member will be able to return to work in the foreseeable future, or after a period of two years from the date the faculty member commenced long-term disability, there is no reasonable medical evidence that the faculty member's return is imminent, the University reserves the right to commence a search for and then hire replacement faculty, including tenure track faculty, to ensure delivery of high quality instruction. In such an instance, if the tenured faculty member out on long-term disability is subsequently medically cleared to return to work. The university will endeavor to place the faculty member in his/her original department, school or campus, but if this is not reasonably possible, the university will place the faculty member in another reasonable department, school or campus.

## **H. FACULTY GRIEVANCES: POLICIES AND PROCEDURES**

### **The Faculty Grievance Hearing Bodies and their Jurisdictions**

Section 1. Each location Faculty Council shall have a location Grievance Committee. Location Grievance Committee members shall be faculty members and shall be elected by the faculty.

Section 2. Upon a complain from tenured or non-tenured faculty members of a denial of academic freedom or of impermissible discrimination, the Location Grievance Committee shall see whether there is enough evidence to warrant the holding of a formal hearing by the Joint Faculty Council Hearing Committee. The burden of making a case is on the complainant. Complaints from tenured or non-tenured faculty members of denial of academic freedom or of impermissible discrimination that do not involve termination should therefore go to the Location Grievance Committee.



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Section 3. All grievances by faculty shall come to these committees with the following exceptions:

- 1) Cases which may lead to dismissal for adequate cause of a tenured faculty member or of a non-tenured faculty member during the term of an appointment; cases which may lead to imposition on a tenured faculty member or on a non-tenured faculty member, during the term of an appointment, of a severe sanction such as suspension from service for a period; cases which may lead to termination of a tenured or a non-tenured faculty appointment during the term of appointment for reasons of financial exigency, medical problem, or termination of program;
- 2) Salary appeals; and
- 3) Appeals of C.D.F.P.T. recommendations.

Section 4. If a non tenured faculty member's contract is not renewed and the faculty member alleges inadequate deliberation in reaching the nonrenewal decision, the faculty member may bring a grievance alleging inadequate deliberation to his/her Location Grievance Committee. The Grievance Committee should not substitute its own judgment for that of the department on the merits of whether the candidate should be reappointed. The Grievance Committee will consider procedural rather than substantive issues [e.g., was the faculty member's record conscientiously examined? Was all available evidence bearing on the relevant performance of the candidate sought out and considered? Was there adequate deliberation over the import of the evidence in the light of the relevant standards? Were irrelevant and improper standards excluded from consideration? Was the decision a *bona fide* exercise of professional academic judgment? These are the kinds of questions suggested by the standard "adequate consideration"]. If in applying these standards the Grievance Committee concludes that adequate deliberation was not given, it shall recommend that the School/College assesses the merits once again, this time remedying the inadequacies of its prior deliberation.

### **Procedures of the Location Grievance Committees**

Section 1. Each location Faculty Council Grievance Committee shall be composed of three regular and three alternate members, all of them faculty members, to be elected by the location Faculty Councils for terms of two years. Each Council will develop procedures for:

- 1) electing the regular and alternate members of its Grievance Committee;
- 2) determining the first, second, and third alternate; and
- 3) staggering of terms in the first year of operation. Members shall not serve more than two consecutive terms.

Section 2. Any member may recuse him/herself from any particular case. Anyone bringing a grievance before the Committee, or the party being complained against, may exercise the right to remove any one regular member of the Committee without cause. Any other request for removal of members by either the person bringing a grievance or the party being complained against must be presented to the Committee, with the decision to be made by the Committee as a whole. Such a request must include substantiating facts for the removal. If the member is removed, an alternate, the most senior alternate first, will fill his/her place.

Section 3. Voting and alternate members shall attend all meetings. Alternate members shall not participate in deliberations or vote.

Section 4. All decisions must be approved by a majority of at least two of the three voting members.

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Section 5. The University shall supply a permanent staff secretary who shall be responsible for receiving and distributing written complaints, for keeping written records or transcripts of the proceedings which shall be available to all interested parties, and for typing and distributing final decisions. The Committee shall elect a voting member to preside as Chair. The Committee Chair shall call meetings and prepare final decisions.

Section 6. Grievances by faculty members should come to the appropriate Location Grievance Committee at the location where the controversy arose.

Section 7. The grievance, with its allegation of facts, shall be submitted in writing to the Chair of the Location Grievance Committee and to the individual or group complained against. In matters involving impermissible discrimination, the appropriate University officer must also be notified.

Section 8. The Committee may decide to terminate the grievance without a hearing where the grievance, with its allegations of fact, would not on its face warrant recommendation against the individual or group complained against in the grievance, even if the Committee were to find that everything stated in the grievance were true.

Section 9. The Committee, if it decides that the complaint warrants further attention, shall invite the parties to the dispute to appear before it, gather relevant information as necessary, and reach a finding as to the merits of the case. The Committee shall have the right to request the presence of and information from any other faculty member or member of the administration of Pace University and the right to examine documents and records of the University it deems necessary to the fair adjudication of any case. If any oral information or written document is given to the Location Grievance Committee as evidence, both parties shall have the right to hear and respond to it.

Section 10. The findings of the Committee shall be delivered in writing to the grievant, to the individual or entity being complained against, and to the University Provost. The Committee shall recommend such actions as may be necessary to correct any grievance the Committee finds. Such recommendations may request action from other committees of the faculty and from members of the administration. Normally the Provost shall accept the recommendations of the Grievance Committee. If the recommendations are not followed, the Provost shall inform the Committee in writing of the decision and provide supporting reasons. In any event, the Provost shall inform the Grievance Committee, the grievant and the accused individual or group in writing of the decision and the reasons for such decision. In matters involving impermissible discrimination, the outcome of the grievance shall be reported to the appropriate University officer.

Section 11. The Committee shall attempt where possible to settle disputes by negotiated agreement. Any such agreement that deals with matters of impermissible discrimination, including sexual harassment, or the possibility of immediate harm<sup>25</sup> must have University approval.

Section 12. Neither party shall be represented at the hearing by legal counsel, nor shall any evidence gathered at these proceedings be used in any termination proceedings.

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<sup>25</sup>The term "immediate harm" does not refer solely to physical harm.

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Section 13. The Committee shall, at the end of each academic year, report to the location Faculty Council the number of grievance proceedings initiated and the number decided, but shall not report the specifics of any case.

Section 14. The work of the Committee shall be done as expeditiously as possible.

Section 15. All hearings, proceedings, and records thereof shall be confidential and not used in any termination proceedings. The members of the Committee, the parties, and the University shall take all reasonable steps to ensure such confidentiality.

Section 16. In the event of any lawsuit against the University and members of the Grievance Committee as a result of Grievance Committee work, the University must, at its expense provide the assistance of legal counsel for Grievance Committee members, and indemnify any faculty members for losses which result from such legal action. While a grievant would not normally be entitled to reimbursement at the cost of the University for independent legal counsel, instances where 1) the grievance is against the University or a person acting on behalf of the University, 2) the Grievance Committee finds in favor of the grievant on the merits due to the nature of the grievance, and 3) the Grievance Committee determines that it was reasonable for the grievant to hire independent legal counsel, then the Grievance Committee can determine that the grievant is entitled to be reimbursed by the University such amounts of legal fees as the Grievance Committee determines is reasonable under the circumstances.

### **I. UNIVERSITY POLICY ON INDEMNIFICATION**

The University shall defend or cover the expenses and or losses associated with the defense of any faculty member who is accused or complained against in any action or proceeding within the University, or before any court or government agency involving the performance of his/her duties as such faculty member, including, but not limited to, teaching duties, departmental/program administration, committee member or faculty officer, from and against any losses or liability arising out of such action, unless such faculty members shall be found to have been guilty of intentional misconduct, gross negligence or have been proven to have acted in bad faith beyond a reasonable doubt, or outside the scope of his/her duties as a faculty member. This policy shall not be construed to limit or restrict any rights of indemnification to which any faculty member may be entitled by law.