

***Revision of Faculty Handbook (showing edits compared to 2011  
version)***

PACE UNIVERSITY<sup>1</sup>

FACULTY HANDBOOK

**2013**



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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  
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## **Foreword**

This 2013 edition of the Faculty Handbook (the “Handbook”) was prepared for Pace University faculty in the following Colleges and Schools: Dyson College of Arts and Sciences, Seidenberg School of Computer Science and Information Systems, Lubin School of Business Administration, School of Education, College of Health Professions and the School of Law. It is designed to serve as a source of information on institutional policies and procedures that pertain to tenured, tenure-track and non-tenure-track faculty except adjunct faculty and part-time instructors (the “Faculty”). Except as noted, the policies and procedures in the Handbook, as amended from time to time, are considered part of the contract.

The policies and procedures in this Handbook may be supplemented by constitutions, department by-laws and academic and administrative policies and procedures adopted by the Colleges or Schools that are applicable only to the Faculty of those Colleges and Schools. For example, certain policies and procedures described herein do not apply to Law School faculty because they have been supplemented and/or superseded by provisions of the Law School Faculty Handbook and/or academic and administrative policies and procedures adopted by the Law School. Law School faculty should consult the Law School Faculty Handbook and other Law School policies and procedures. Faculty of other Colleges and Schools should also consult with the School or College constitution, department by-laws and academic and administrative policies and procedures applicable to them. Except in the case of the Law School, constitutions, by-laws and academic policies and procedures adopted by Colleges, Schools, departments and Faculty Councils must be consistent with the policies and procedures in the Handbook. Adjunct faculty

and part-time instructors (except adjunct faculty and part-time instructors at the Law School) should consult the current Collective Bargaining Agreement between Pace University and the Union of Adjunct Faculty at Pace which can be found in MyPace Portal for the policies and procedures that apply to them. The University's policies and procedures applicable to all employees also apply to Faculty, adjunct faculty and part-time instructors, except to the extent that they are superseded by the policies and procedures in this Handbook, the Law School Faculty Handbook and the Collective Bargaining Agreement Between Pace University and the Union of Adjunct Faculty at Pace, respectively.

The policies and procedures set forth in this Handbook are generally consistent with the principles of governance set forth in the *Statement on Government of Colleges and Universities*, as amended April 1990 (the "Joint Statement"), jointly formulated by the American Association of University Professors, the American Council on Education (ACE), and the Association of Governing Boards of Universities and Colleges (AGB).

The statements contained in this Handbook reflect institutional policies and procedures in effect at the date of publication. Changes in this Handbook will be made by collegially seeking agreement among the Location Faculty Councils (with the assistance of the Joint Faculty Council if needed), Administration, and Board of Trustees in the tradition of University practice and consistent with the principles of governance set forth in the Joint Statement.

Suggestions for improving future editions of the Handbook are welcomed. Changes may be suggested by the Faculty, Administration or Board of Trustees and should be sent to the chairs of the Location Faculty Councils or to the Office of the Provost. Regardless of whether a proposal for changing the Handbook originates with the Faculty, the Administration or the Board of Trustees, the following procedure is to be utilized:

- The proposed change will be referred to the chairs of the Location Faculty Councils.
- The proposed change will be reviewed by the Handbook and Faculty Affairs committees of the Location Faculty Councils. Following the recommendation from these committees, the proposed change will be considered by the Location Faculty Councils and a vote taken as to whether to recommend the change to the President and the Board of Trustees for their final approval. A majority vote of the Location Faculty Councils (or the Joint Faculty Council if needed) is required in order to recommend a change to the President and the Board of Trustees. The Provost and the Faculty Council Chairs of the Location Faculty Councils will agree to the time period for Faculty Council consideration with respect to each proposed change. The Provost and the Faculty Council Chairs may also agree to further extend the time for Faculty Council consideration.
- Changes recommended by the Faculty Councils are forwarded to the President and the Board of Trustees for their consideration and final approval.
- If a change in Federal, State or local law requires inclusion of a new provision in the Handbook or change to an existing provision, the chairs of the Location Faculty Councils will be notified by the Provost of the required change and will work with the Provost to ensure that the change is made as expeditiously as possible.
- Similarly the Provost will notify the chairs of the Location Faculty Councils of required updates to informational (non-contractual) statements in the Handbook, in such cases the

Location Faculty Councils will conduct an expedited review within a time period to be agreed to by the Provost and the Chairs of the Location Faculty Councils.

- If the Faculty Councils fail to provide their recommendations regarding a proposed change to the Faculty Handbook within the reasonable time period(s) agreed to by the Provost and the Faculty Council Chairs, the University may proceed to implement the change.
- Within agreed upon consideration periods, if a proposed change from either the Administration or Board of Trustees or the Faculty Councils is rejected by the other party, the Provost may convene and chair a committee to discuss the changes and seek consensus. This committee is to be composed of members of the Dean's Council and faculty members to be elected by their respective Location Faculty Councils.

Consistent with the Joint Statement, the recommendations of the Faculty Councils with respect to proposed changes to the academic policies and procedures in this Handbook and waivers thereof will presumptively be followed by the University Administrators and the Board of Trustees except in exceptional circumstances, for reasons communicated to the Faculty Councils. Nothing in this Handbook shall be interpreted as limiting the discretion of the Board of Trustees in fulfilling their fiduciary duty to manage the affairs of the University pursuant to the authority vested in them by Federal, State, or local law.

The academic policies and procedures set forth in this Handbook may not be waived by the President or the Board of Trustees without consultation with the Location Faculty Councils

and/or the Joint Faculty Council or the Faculty Council Chairs as may be appropriate, in a timely fashion to allow feedback. The degree of consultation and time frame for feedback will vary depending on the circumstances. Expedited action may be required, for example, in emergencies or to meet externally imposed deadlines or address other time critical situations. Notwithstanding the foregoing, individual faculty members may enter into agreements with the University in which they consent to waive or modify the application of particular provisions of this Handbook that would otherwise apply to them. In September and January of each year, the Provost shall notify the Chairs of the Location Faculty Councils of the number of cases in which individual faculty members have agreed to waive or modify Handbook provisions in their appointment agreements during the preceding academic year. Such notice shall identify the Handbook provisions that have been waived or modified. A waiver of one provision of this Handbook shall not be construed as a waiver of any other provision of the Handbook or for any prospective instances whether of the same provision or another provision.

The Location Faculty Councils will review the then current edition of the Handbook for revision at least every five (5) years. The process will begin no later than the fall semester of the second year after adoption of the then current edition of the Handbook.

This edition of the Handbook has been reviewed, edited and updated by the Handbook Committees and 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.

Additional information about the University and its Colleges and Schools may be found at [www.pace.edu](http://www.pace.edu).

Editions: 1950, 1951, 1953, 1956, 1958, 1962, 1967, April 1971, Nov. 1971, 1974, 1976, 1980, 1982, 1986, 2011, 2013.

## **A. INTRODUCTION**

### **1. 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 integrity by faculty and all other parties who participate in the management of the University's affairs, including with regard to specification of goals, selection and retention of faculty, 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 faculty members and other members of the University Community to examine data, to question assumptions, to be guided by evidence, to teach what one knows, to be a learner and a scholar. Put negatively, this is a freedom from harassment which would hinder or prevent faculty members and other members of the University or any member of the faculty from carrying out the University's essential purposes.

### **2. Institutional Civility**

All members of the University community should 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 civility 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.

### **3. 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 and arts, 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. GOVERNANCE OF THE UNIVERSITY**

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 (the "Joint Statement"). This Joint Statement is explicit on the interrelated functions and responsibilities of the governing Board, the Administration, the Faculty and the student body and the importance of communication among those groups in joint planning and effort. The need for consultation and the differences in the weight afforded to the voices of each component group on a particular issue varies depending on the institutional responsibility and authority of each group for the matter at hand. The following is a general description of the respective governance roles of the Board of Trustees, the President, the Chief Academic Officer, and other University administrators, and the Faculty.

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

The legal powers of the University are vested in the Board of Trustees. It is the duty of the Trustees, acting collectively 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. Pursuant to its By-Laws, the Board elects and delegates administrative authority to the officers of the Corporation. The officers of the Corporation currently consist of the President, Chief Academic Officer, Chief Financial Officer, one or more Executive Vice Presidents and Senior Vice Presidents, Treasurer, University Counsel, Secretary of the Corporation and such other executive officers as may be recommended by the President for election by the Board.

### **2. The President**

The President is the chief executive officer of the corporation and, subject to the direction of the Board, is responsible for the general management of all colleges, schools, divisions and services of the University. The President appoints and removes, employs, discharges, and fixes the compensation of all appointive divisional officers, faculty members, agents and other employees of the University, and executes all agreements in the name of the University or causes them to be executed by appropriate officers and employees and shall see that they are carried out and performs all duties incident to the Office of President which are required by law, the Charter of the University, the Board's By-Laws, or action of the Board.

### **3. The Provost**

The Provost is the Chief Academic Officer for the University and, subject to the direction of the President, has primary responsibility for all academic affairs.

### **4. The Vice Presidents**

Executive Vice Presidents, Senior Vice Presidents and other officers of the Corporation have such duties as may be assigned to them from time to time by the Board or the President.

### **5. Deans**

Within each College or School, the Dean is responsible for providing academic leadership consistent with the objectives, policies, and practices of the University. The Dean performs a number of duties in connection with responsibility for the School's academic programs. These

duties include budget preparation, curriculum planning and development, faculty supervision and support and maintenance of academic standards.

### **6. Dean's Council**

The Council is composed of the Deans of the Colleges and 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.

### **7. Departmental Chairpersons**

Department chairpersons serve as the academic and administrative leaders of their departments. 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<sup>2</sup>.

### **8. Faculty Participation in University Governance**<sup>3</sup>

The Faculty has primary responsibility for such fundamental academic areas as curriculum, subject matter and methods of instruction, research, faculty status and those aspects of student life which relate to the educational process. The Faculty sets the requirements for the degrees offered in course, determines when the requirements have been met, and transmits its recommendations to the President and Board regarding the conferral of the degrees thus achieved.

On these matters the power of review or final decision lodged in the Board of Trustees or delegated by it to the Administration should be exercised adversely only in exceptional circumstances, and for reasons communicated in writing to the Faculty. It is desirable that the Faculty should, following such communication, have opportunity for further consideration and further transmittal of its views to the President or Board. Budgets, personnel limitations, the time element, and the policies of other groups, bodies, and agencies having jurisdiction over the institution may set limits to realization of Faculty advice.

In areas outside of the Faculty's primary responsibility, such as the determination of general educational policy, internal operations of the institution (including the framing and implementation of long range plans, decisions regarding physical resources and budgeting) and external relations of the institution, the degree and manner of consultation with the Faculty will vary depending on the responsibility and authority of the faculty for the particular matter at hand. Faculty participate in University governance in various ways. The Administration will present frequent (no less often than semi-annually) financial, enrollment and reports on other matters impacting academic programs to the Faculty. Among these are the following:

#### **a. Location Faculty Councils and the Joint Faculty Council**

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<sup>2</sup> See, page 31 for a description of the specific duties of department chairpersons.

<sup>3</sup> Some of the passages or phrasing in this section of the Handbook are taken from the 1990 Joint Statement on the Government of Colleges and Universities formulated by the American Association of University Professors, the American Council on Education (ACE), and the Association of Governing Boards of Universities and Colleges (AGB)

The Location Faculty Councils and the Joint Faculty Council (JFC) represent the Faculty and serve in an advisory capacity to the Chief Academic Officer and the President. The Location Councils and the JFC are the principal forums for faculty discussions and decisions relating to campus and University-wide faculty concerns, responsibilities, welfare, and matters of significance to the general welfare of the University. New York and Westchester have separate Location Councils and the JFC unites the New York and Westchester Faculty Councils through the JFC's joint committee structure. Meetings are held regularly and may be attended by any member of the faculty. The Location Faculty Councils and the JFC function in two areas: 1) as a legislative body subject to the ultimate authority of the Chief Academic Officer, the President and the Board of Trustees in the areas of primary faculty responsibility; and 2) as a recommending body with respect to non-academic matters which are outside of the areas of primary faculty responsibility.

The fall semester following the ratification of this Handbook, the Faculty Affairs Committees of the Location Faculty Councils shall each send three representatives to form an ad hoc joint subcommittee, which shall include representatives from the Administration. The subcommittee shall be charged with examining University policies which describe or affect faculty rights, roles, or responsibilities differently from those of other employees, and shall make recommendations regarding the appropriate process for consulting with the Faculty regarding the amendment of any such policies.

#### **b. College or School Faculty Assemblies**

Each of the Colleges and Schools of Pace University has its own governing body and constitution. The College or School Faculty Assemblies represent the Faculty of their Colleges/Schools and serve in an advisory capacity to their Deans, the Chief Academic Officer and the President and are the principal forums for faculty discussions and decisions relating to faculty concerns, responsibilities, welfare, and matters of significance to the Colleges or Schools. The College or School Assemblies function in two areas with respect to their Colleges or Schools: 1) as Faculty legislative bodies, subject to the ultimate authority of the Dean, the Chief Academic Officer, the President and the Board of Trustees, in the areas of primary Faculty responsibility, including with respect to reviewing and making recommendations on College or School academic standards and policies and setting and implementing such standards and policies in cooperation with the University Administration; and 2) as a recommending body with respect to College or School non-academic matters which are outside of the areas of primary Faculty responsibility.

#### **c. The University Budget Committee**

The University Budget Committee makes recommendations to the President concerning overall budget processes, student tuition, fees, and auxiliary service charges, employee salaries and benefits, and other budgetary issues as they arise, following its review of relevant information provided to the Committee by the appropriate University administrators. The Committee is chaired by the Provost and its membership currently includes: eight Faculty representatives elected by the New York City and Pleasantville Faculty Councils (four from each Council), the chairs of the New York and Pleasantville Faculty councils, the Deans of each of the University's colleges or schools, one representative from the Administrative Staff Council, the EVP and Chief Financial Officer, VP for Planning and Budget, SVP for Finance, SVP for Administration, VP and Chief Information Officer, VP for Enrollment Management, VP for Human Resources,

Director of Academic Budgets, and the New York and Pleasantville campus Deans for Students. Faculty representatives to the University Budget Committees are elected to 3-year terms on a staggered basis. There are currently three (3) subcommittees of the University Budget Committee: Tuition and Pricing; Compensation; and Auxiliary Services. The University Budget Committee may designate other subcommittees as it deems appropriate.

**d. Faculty Grievance Committee**

The New York and Westchester Location Faculty Councils each have Grievance Committees consisting of regular and alternate members to handle faculty grievances pursuant to the Faculty Grievance Procedure adopted by the University<sup>4</sup>. Further information on committee procedures is available through the Faculty Grievance Committee secretary.

**e. Council of Deans and Faculty on Promotion and Tenure (CDFPT)**

The Council of Deans and Faculty on Promotion and Tenure of Pace University determines recommendations on promotion and tenure of faculty following reviews and recommendations by colleges/schools and academic departments. CDFPT membership currently consists of academic Deans from the Dyson College of Arts and Sciences, the Lubin Schools of Business, the College of Health Professions, 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 Location Faculty Councils. The CDFPT communicates its recommendations to the Location Faculty Councils and the Provost. The Provost reviews the recommendations of the CDFPT and Location Faculty Councils and forwards those to the President together with his/her own separate recommendations.

The Appeals Committee is a University-wide committee that hears appeals made by faculty members from negative promotion and tenure recommendations by the CDFPT. The Appeals Committee is currently composed of six faculty members (exclusive of the School of Law) who are not on the CDFPT and who are elected by their respective Location Faculty Councils: three from each Location Faculty Council. Six alternate members are similarly elected to be available in case of inability to attend or if a challenge for cause is made of a regular member of the committee. In addition, two voting faculty members of the CDFPT, named by that group, will serve as non-voting liaison representatives to the Appeals Committee. The Provost serves as a resource person to the CDFPT and the Appeals Committee on matters of procedure.

**f. Search Committees for Deans, Associate Provosts, Provost, President, Vice Presidents and other Senior Non-Academic Administrators**

Search committees are required in connection with the appointment of senior academic administrators (Deans, Associate Provosts, and Provost) and other non-academic senior officers, e.g. Vice Presidents and above. In forming these committees, the President, Provost or their designees shall ensure that these committees will include Faculty representation as set forth below.

The number of Faculty members serving on the committee will vary with the Faculty

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<sup>4</sup> The Faculty Grievance Procedure is found in Section I of the Handbook.

involvement with the respective office. A search for a senior academic officer should have a committee composed of a majority +1 of faculty; and the search for a senior non-academic officer should include Faculty representation of at least one-third. In the case of a search for a President, the Board of Trustees may elect to have a committee comprised of a majority of Trustees.

Faculty members serving on search committees will be chosen by the respective Joint or Location Faculty Councils. Faculty members serving on search committees for Deans and other School or College academic administrators will be nominated by the Faculty Council or similar body of the relevant School or College. Search committee members (including the Faculty representatives selected by the Location, JFC, and/or College or School Councils) shall be appointed by the President or in the case of a search for a President, the Chairman of the Board of Trustees.

Except in extraordinary circumstances, search committees shall be required to recommend at least two candidates for appointment to each position. The appointing official shall not be bound by recommendations of the search committee. However, if the appointing official does not accept the recommendations of a search committee, he or she shall inform the search committee of his or her reasons for doing so. All or part of the reasons conveyed to the search committee may be designated as confidential.

Nothing in this section or in the Handbook shall be interpreted as contrary to the Board's or the President's discretion to promote internal candidates for University administrative positions without a search, or with only a limited search, in such circumstances as they shall deem advisable, except in the case of senior academic appointments.

**g. Evaluation Committees for Deans, Associate Provosts, Provost, President, Vice Presidents and other Senior Non-Academic Administrators**

Senior academic administrators (Deans, Associate Provosts, Provost, and President) and other non-academic officers, e.g. Vice-President and above, will be evaluated by committees at least one year prior to any reappointment, or every five years if they do not have term appointments.

The number of faculty serving on the evaluation committee will vary with the Faculty involvement with the respective office. An evaluation committee for a senior academic officer should have a committee comprised of a majority of Faculty; and an evaluation committee for a senior non-academic officer should have Faculty representation of at least one-third.

Faculty members serving on evaluation committees for University-wide administrators will be nominated by the respective Joint or Location Faculty Councils. Faculty members serving on evaluation committees for Deans and other School or College academic administrators will be nominated by the Faculty Council or similar body of the relevant School or College 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. Evaluation committee members (including the Faculty representatives selected by the Location, JFC, and/or College or School Councils) shall be appointed by the President or in the case of an evaluation for a President, the Chairman of the Board of Trustees.

The appointing official shall not be bound by recommendations of an evaluation committee. However, if the appointing official does not accept the recommendations of the evaluation committee, he or she shall inform the evaluation committee of his or her reasons for doing so. All or part of the reasons conveyed to the evaluation committee may be designated as confidential.

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.

#### **h. Faculty Membership on the Board of Trustees and Appointment to Board Committees**

Article VII of the By-Laws of the Pace Board of Trustees includes processes for election of a University faculty member to serve as a member of the Board and for the appointment of faculty members, staff members, and students to serve on Board committees.

#### **i. Ad Hoc Committees**

From time to time faculty members participate in ad hoc committees that may be formed for specific purposes as the need arises.

### **C. 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 provides 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**

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**, the Class Schedule and the catalogs and bulletins and student handbooks of the Colleges or Schools and on the University's Website. Selected information on academic regulations follows in this section.

#### **a) Academic Calendar**

An official academic calendar is released covering Fall, Winter, Spring, and Summer semesters, and is generally released to the community at least one year prior to use. The academic calendar is prepared by the University Scheduling and Calendar Committee, recommended by the Location Faculty Councils, and approved by the Provost. In the case of a dispute among the Councils, the Joint Faculty Council shall make the final faculty recommendation to the Provost. Faculty are expected to respect and consult the academic calendar when preparing course schedules to ensure that State and Federal guidelines are followed.

#### **b) Class Rosters**

At the beginning of each semester, faculty can find rosters for each of their classes by going to the Faculty portion of MyPace Portal. The class roster lists the names of students registered in each class. The roster should be checked carefully for registration errors for the first few class meetings. If a student's name does not appear on the roster the student has either withdrawn or is not enrolled in the section on the Office of Student Assistance ("OSA") records. In order to avoid future grading, administrative and financial penalties, any student who is attending class whose name does not appear on the class roster should be instructed to contact the Office of Student Assistance to confirm his/her registration immediately. The student should not be allowed to sit in the class until the registration issues are resolved and they are officially part of the class.

#### **c) Classroom Assignments**

On the New York Campus, and the Pleasantville Campus, room assignments are available on the first day of the semester in hard copy in all buildings of the University. Classroom assignments can also be found online at the University website under either "Class Schedules" or "Room Directory". In addition, a mobile application is available on the University website under "Room Directory". 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, document viewer), you should obtain a "Classroom Resource Preference Form" from your department administrator, or the form can be accessed online from Academic Scheduling's webpage, under "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 OSA University director of academic scheduling. In the evening, the Office of Evening Administration or Online Help Desk 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 OSA University 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 schedule of final examinations for day classes will be electronically available in late September and February. For evening and summer classes, the final is usually given during the last class meeting. A final examination or its equivalent should be given in all classes except where permission to substitute another form of assessment is granted. Faculty members are expected to proctor their own examinations.

**g) Students with Disabilities.**

If a student informs a faculty member that he/she has a disability for which the student wishes to obtain an exam or other course related accommodation, the faculty member shall advise the student to contact the Coordinator of Disability Services located at one of the University's Counseling Centers. Information about University resources for students with disabilities, including course and test accommodations, may be obtained online at <http://www.pace.edu/counseling-center/resources-students-disabilities>.

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

In an effort to address the needs of our online students and faculty the Center for Teaching, Learning and Technology (CTLT) assists with proctoring services at the Downtown New York City and Pleasantville campus locations for online courses. To request proctoring, email the staff of the CTLT.

Faculty who would like to request the use of proctoring services should follow the Proctoring Policies and Procedures for Online Courses provided at the University's Online Learning Webpage at <http://www.pace.edu/online-learning/proctoring>.

**i). Student Absence from Examination**

Students who are unable to take an examination at the appropriate time must apply to their instructor for permission to take a deferred examination. 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.

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

Policies and Procedures relating to grades and grading are a matter of primary faculty responsibility. The University Grading System is set forth online at <http://www.pace.edu/academic-catalogs/undergraduate/general-information-2/academic-policies-and-general-regulations/section-ii>. Excerpts from the University Grading System follow in this section.

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.

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. **The I-R Grade and Referrals.** A student in any course in the University who is found to be deficient in basic skills in English or, on the New York City campus, oral communication can be referred for remedial work. In such an instance, the student will receive the grade of “Incomplete-Referral” (I-R) with a provisional letter grade. The I-R grade is for those students who have mastered course content to the level of C or better but who have limited writing or oral deficiencies that can be remediated.

Referral at the end of a semester from any course offered by the University may also be made if a student demonstrated inadequate writing skills in prepared assignments or examinations. A referred student must complete the required remediation in the semester following the referral and may not take any other English course at the same time. A student who is referred at the end of the semester will receive a grade of Incomplete-Referral (I-R) for the course from which he or she was referred, with a provisional letter grade; the letter grade becomes official when the student has completed the remedial course.

3. **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.

4. **Change of Grade.** 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.
5. **Grade Appeal Procedures.** As a general principle, the instructor has the sole authority to establish standards of performance and to exercise judgment on the quality of student performance but 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 appeal that grade by first arranging, within a reasonable period of time (approximately 10 school days from the time that the grades were issued) 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 limited to mediating the relationship between the student and the instructor and/or chairperson.

College or School and Program Specific Grading Systems. Some Colleges/Schools and some University Programs have their own grading systems and more detailed grade appeals procedures that apply to faculty and students in those Colleges/Schools and programs. Faculty members are advised to consult the appropriate current online College or School and/or program catalogs and student handbooks for details.

### **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 members are encouraged to take time to explain to their students the difference between an acceptable use of source material and plagiarism.

College or School and Program and Specific Academic Integrity Policies. Several Colleges/Schools and some University programs have their own more detailed academic integrity or honor code policies and procedures which apply to the Faculty and students in those Colleges/Schools and programs. Faculty members are advised to consult the appropriate current online College or School and/or program catalogs and student handbooks for details.

### **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 current information on specific programs and University procedures, visit [www.pace.edu/international](http://www.pace.edu/international) and click on Travel Courses

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

Course textbooks and supplementary materials selection for the courses offered are selected by the faculty member or the group of faculty members teaching the particular course, subject to the oversight of the department chairperson<sup>5</sup>, in accordance with section D.11. In some instances the department chairperson and 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

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<sup>5</sup> See Departmental Chairpersons section D.11.5

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. 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 or School and the Provost prior to submission to the Comptroller for payment. This arrangement may be made for Kenan Fund awards as well

### **4. 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.

## **D. THE FACULTY AND THE UNIVERSITY**

### **1. Appointment, Promotion and Salary Increment Criteria**

The appointment of new faculty members shall be initiated by the appropriate chairperson in accordance with department procedure<sup>6</sup> (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>7</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 promotion in rank or increase in salary, the factors which will be considered are teaching, research/scholarship or creative work, and service to the University and to the faculty member's discipline. In considering a candidate for tenure and promotion to associate professor, excellence in teaching and a strong record of accomplishment in research or creative work, along with the potential for future productivity and a demonstrated commitment to service, are required. In considering further promotion in rank, a record of continued excellence in teaching,

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<sup>6</sup> Appointment of new adjunct faculty and part-time instructors shall be in accordance the Collective Bargaining Agreement between Pace University and the Union of Adjunct Faculty at Pace.

<sup>7</sup> Each department may decide who has suffrage for the purpose of determining department procedure provided that such decisions are consistent with the Department's College or School Constitution. Only tenured, full-time faculty who are not themselves candidates for promotion may sit on Tenure and Promotion Committees.,

continuing scholarly or creative accomplishment, and a strong record of service to the University community are expected. Evidence of professional growth can be demonstrated through: published research in the form of learned articles or books; success in securing grants to support scholarship; 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. 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 department 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, success securing grants supporting programs and initiatives, assistance in department 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.

The Handbook, due to the breadth of schools, colleges and programs covered in its pages, allows for the broadest possible interpretation of teaching, scholarship or creative work, and service. The Colleges/Schools shall have primary responsibility for determining the kinds of the kinds of scholarship or creative work that are acceptable. However, at each level of the promotion and tenure review process, the reviewing body or officer has discretion to review and evaluate the quality of each candidate's teaching, scholarship or creative work, and service, and how much weight will be given to teaching, scholarship or creative work, and service.

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 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 fulltime faculty member and having made significant contributions to the wellbeing of the University, a faculty member may be promoted to the next rank at the discretion of the President in consultation with the Provost.

## 2. Minimum Qualifications for FullTime Faculty Rank

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<u>Full Time Faculty Rank</u>	<u>Academic Degree</u>	<u>Full Time College or University Teaching Experience</u> <sup>8</sup>
Professor	Doctorate in the Field <sup>9</sup>	10 years
Associate Professor	Doctorate in the Field	6 years
Assistant Professor	**Master's in the Field and CPA	6 years
	***LL.B. or J.D. and Member of State Bar	6 years
	****Master of Fine Arts	6 years
Professor	Doctorate in the Field	6 years
	****Master of Fine Arts	6 years
	**Master's in the Field and CPA	4 years
Instructor	***LL.B. or J.D. and Member of State bar	4 years
	Master's Degree in the Field	
	**Bachelor's in the Field and CPA	--
Lecturer	***LL.B. or J.D. and Member of State Bar	--
	****Bachelor of Fine Arts	--
Senior Lecturer	Open	--
	Open	--

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<sup>8</sup> At Pace or other accredited institutions of higher education. No more than three years may be counted toward the probationary period for tenure. Adjunct teaching counts toward promotion on a two-for-one basis if the individual has completed at least two years of adjunct teaching. Comparable experience is department/discipline-specific and may be substituted for college-level teaching.

<sup>9</sup> In lieu of the Doctorate, faculty in the Accounting program may be promoted with a Master's in the Field and CPA; faculty in Legal Studies and Taxation may be promoted with an LL.B and J.D. and membership in a State Bar; faculty in the Arts or Performing Arts may be promoted with a Master of Fine Arts if it is the terminal degree in the field.

\*\*Accounting Faculty Only  
\*\*\*Law and Taxation Faculty Only  
\*\*\*\*Fine Arts and Performing 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 <insert position name here> according to the best of my ability."

### **4. Faculty Compensation and Benefits**

#### **A. Compensation**

The Administration of the University recognizes the importance of fairly compensating all Pace employees and that providing competitive and equitable compensation and benefits for faculty members is an important element of the success of the University, both as a matter of fairness to those whose efforts over the years have done so much to build the University and in order to attract and retain faculty members of high quality and dedication to the tripartite goals of teaching, scholarship and service. The University recognizes that fairness to current faculty and attracting and retaining new faculty are both important to the success of the University. In turn, the Faculty recognizes the duty of the Administration to balance the competing needs of other elements of the University in order to assure a successful future for many years to come. Those needs include, for example, staff compensation, maintaining a vibrant and attractive student life, providing modern and competitive campuses, facilities and technology and promoting the public image and reputation of Pace.

#### **1. Determination of Salaries**

- a. Subject to the need to seek an appropriate balance of competing needs, the Administration is committed to moving toward an initial goal of having the median compensation at Pace and general benefit levels equal to the median compensation and general benefit levels at the colleges and universities which constitute our benchmark institutions, and to promote fairness and equity amongst newer and older faculty. As this goal is reached, the Administration will propose to the Compensation and Benefits Subcommittee of the University Budget Committee a new goal with median compensation and general benefit levels better than our benchmark institutions. Subject to the availability of data, median compensation should be measured on a College or School by College or School basis, *i.e.*, schools of arts and sciences, schools of business, education, health professions, and law, as well as by taking into account academic rank and other relevant factors, such as the salary at which faculty were originally hired.

- b. To that end, the Administration will conduct a school-by-school survey no later than the end of every other fiscal year to determine relative compensation and benefit levels of faculty at Pace and at its benchmark institutions, and within each school taking into account rank and length of service. At the commencement of the following fiscal year, the Administration will share the results of that survey with the Compensation and Benefits Subcommittee of the University Budget Committee and will discuss with that Subcommittee the University's progress toward the goal stated above, the other competing needs of the University and the Administration's preliminary plans for compensation and benefit changes for the following fiscal year. The Administration will take the views of the Subcommittee into account in making its preliminary and final budget recommendations to the Board of Trustees and will transmit the views of the Subcommittee to the Board of Trustees together with its recommendation which may include a range of alternatives and report of minority opinions.
- c. The University understands the importance to the Faculty that their real earnings adjusted for inflation do not deteriorate. Subject to the above, the University will, therefore, seek to ensure that a faculty member who is rated at "meeting expectations" will at least receive a salary increase necessary to prevent said deterioration. As part of the process of bringing faculty salaries to an appropriate level compared with those of our benchmarks, the Administration will continue a multi-year effort to address full-time faculty salary equity issues consistent with subparagraphs a and b above. The objective is to first address the most serious discrepancies.
- d. Senior faculty, those with 20 or more years of full-time service to the University, may request to have their annual performance reviewed based on only two criteria, one of which must be teaching, for up to three years during a five year period. The department chair shall evaluate this request and make a recommendation to the Dean as to the impact on the Department. The Dean will approve this request if he or she determines that there is no adverse effect on the Department and College or School. The Dean's decision and rationale will be conveyed to the applicant and department chair.

## **2. 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 department 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 tenured and tenure-track faculty normally should be distributed by March 15. Faculty contracts should be signed and returned within 61 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 61 days after receiving the contract of appointment, whichever date occurs later, for the coming year.

### **3. Salary Appeals**

A faculty member may file a salary appeal within 45 days of issuance of the contract salary notification. All appeals should be handled according to established University procedure. The appropriate Chairperson should first be consulted. 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).

### **4. 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. Appeals to the Salary Review Board are the University procedure applicable to faculty appeals of annual salary determinations, notwithstanding that faculty may file grievances of impermissible salary discrimination and/or salary-related academic freedom in accordance with the Grievance Committee procedures.

Members of the Salary Review Boards are elected for three year terms by their Location Faculty Councils and appointed by the Provost.

### **B. Benefits Advisory**

Pace University offers a full range of benefits to its faculty, administrative, and staff employees. Benefits include, but are not limited to, medical insurance, dental insurance, a 403(b) retirement plan, short-term and long-term disability insurance, life insurance, medical and dependent care reimbursement accounts and tuition reimbursement. Benefits at the University are established by the Administration and are subject to change, as circumstances dictate and warrant. A Benefits Advisory Committee comprised of faculty, Administration, and staff reports to the Vice President for Human Resources and the Compensation and Benefits Subcommittee of the University Budget Committee. The Benefits Advisory membership includes at least 50% faculty, including five representatives and alternates from each of the New York and Westchester campuses and one faculty member and alternate from the Law School. New York and Westchester Faculty representatives and alternates to the Benefits Advisory Committee are elected by the Location Faculty Councils. The Law School Faculty representative and alternate are elected by the Law School Faculty. Alternates may not vote unless they are filling in for voting faculty representatives. Alternates are expected to attend all Committee meetings and will receive all materials so that they may substitute and vote in place of regular faculty representatives who are absent. The Benefits Advisory Committee reviews benefits offerings on a regular basis and

makes recommendations to the Compensation and Benefits Subcommittee, which may include a range of alternatives and report of minority opinions, for consideration and recommendation to the Budget Committee and the Administration. Whenever the Administration is contemplating a change to the level and / or cost of benefits it will first consult with the Benefits Advisory Committee in a deliberative and meaningful way. Whenever practicable, information on benefit proposals will be provided to Benefits Advisory Committee members in advance of meetings, and electronic voting may be utilized. When the Administration does not follow recommendations made by the Committee it will use reasonable efforts to again consult with the Committee in a timely manner allowing for a thorough response in order to explain its reasons for not accepting the recommendations.

The University is required under federal legislation (ERISA) to distribute information about these benefit plans to participants, in the form of Summary Plan Documents. Information about current benefits offerings can be found on the Benefits Office website at <http://www.pace.edu/human-resources/comp-benefits>.

## **5. Academic Tenure**

The University supports in principle 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 described in the Academic Dismissal section of this Handbook, 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. Accordingly, notwithstanding nominal designations of a faculty member's home campus, a faculty member may be assigned to teach at any University Location or online, subject to the needs of the faculty member's College or School or department or the needs of the University.

## **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 fulltime faculty member with the rank of Associate Professor or Professor. Persons who hold concurrent faculty and administrative appointments may have tenure only in their faculty capacities.

Tenure may be granted during a probationary period which shall not exceed seven (7) calendar years. Provided that their appointments are continued during the probationary period, tenure-track faculty must be reviewed periodically by the faculty member's Department and Dean, including at a minimum at the conclusion of the first year and midway through this probationary period. A positive review at any time during any year of the probationary period does not preclude 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 fulltime service at the rank of Instructor or higher at Pace University. Credit may also be granted for adjunct teaching at Pace or for fulltime 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. The 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. Therefore, it is possible for a faculty member to waive adjunct teaching experience at Pace or fulltime teaching experience at another fully accredited institution of higher learning as credit toward tenure, providing such waiver is exercised upon initial appointment. That waiver may be subsequently amended by agreement of the faculty member, the Chair, the Dean and the Provost. In addition, see section D 7 of this Handbook for information about "tenure clock stoppage." 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 fulltime teaching staff, credit is normally given toward the probationary period in the amount correspondingly proportionate to a fulltime teaching load, not to exceed one-half year credit per calendar year, the total not to exceed a maximum of three (3) years of fulltime teaching. Years of service at other institutions on an adjunct basis are not counted toward tenure. In the case of a faculty member whose previous experience combines full time service at other institutions and adjunct teaching at Pace University, the total credit toward the probationary period shall also not exceed a maximum of three (3) years of full time teaching.

## **7. Tenure Clock Stoppage**<sup>10</sup>

Tenure clock stoppage may be granted for one or more years up to a maximum of two academic years during the tenure probationary period. Except in extraordinary circumstances, no single tenure clock stoppage will be granted for longer than one academic year. Tenure clock stoppage may be granted for any one of, or combination of, the following personal reasons:

1. Tenure clock stoppage may be authorized to faculty members who are the primary caregivers of a child; and to primary caregivers of a parent, a spouse or domestic partner in a health crisis of extended duration. A domestic partner qualifies if he or she is registered with the University for benefits purposes. "Primary care" means day-to-day responsibility for the care of a child, parent, spouse or registered domestic partner for a substantial portion of the period of clock stoppage.

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<sup>10</sup> This Tenure Clock Stoppage Policy shall not limit the duration of tenure clock stoppage to which full-time tenure track faculty on military leave may be entitled pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

2. Tenure clock stoppage may be authorized for a faculty member who is granted one or more full semesters of leave for any one of, or combination of, illness/disability (including maternity) leave, or a personal leave of absence (for a purpose other than an approved professional pursuit) in accordance with Section D.30 of the Faculty Handbook.
3. Tenure clock stoppage may be authorized for extraordinary, non-recurring circumstances beyond the reasonable control of the faculty member, that materially adversely affect the faculty member's ability to complete degree requirements and/or perform research, teaching and service. For example, strikes, epidemics, terrorist acts and/or fire, flood and other natural disasters, that destroy or materially impede (for a substantial period) access to research materials and/or facilities reasonably relied upon by the faculty member. Failure to make progress toward tenure is not in of itself an adequate reason for stopping the tenure clock.

Tenure clock stoppage for one academic year will be granted automatically in the case of a parent primarily responsible for the care of a newborn child, newly adopted child, new foster care or guardianship placement, or newly-established legal custodial care, upon notification to the Department Chairperson and the Dean. In all other cases, a request for tenure clock stoppage and the duration thereof, shall require approval by the Department Chairperson, the Dean and the Provost; a letter confirming the duration of the approved tenure clock stoppage and the faculty member's revised tenure eligibility date will be provided to the candidate at the time the request is granted, for possible inclusion in the candidate's tenure application dossier.

Requests should be made as early as possible, and when feasible, approvals should be in place no later than the onset of the semester which begins the period of tenure clock stoppage. Requests shall be made no later than three months following the onset of the associated event(s), except in cases where a medical condition or other extenuating circumstance reasonably prevents the faculty member from making the request within the three-month period. In such cases, the request shall be made as soon as reasonably possible. The granting of tenure clock stoppage will not influence recommendations or decisions regarding the granting of tenure.

### **8. Termination of Appointment of NonTenured<sup>11</sup> Faculty**

Termination of appointment of tenure-track faculty within their probationary period at the end of a contract period shall be by notice of nonrenewal 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 midyear appointments;

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<sup>11</sup> Non-tenured faculty include faculty with term appointments (such as Lecturers and Instructors) and tenure-track faculty who are within their probationary period. This section does not apply to adjunct faculty and part-time instructors. Tenured faculty may only be dismissed by procedures described in the Academic Dismissal section of this Handbook.

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.

A non-tenure track faculty member shall be deemed terminated as of the last date of the faculty member's contract of appointment, unless prior to such date, the faculty member's appointment is renewed or extended by the University.

### **9. Promotion and Tenure**<sup>12</sup>

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

Determinations in these matters should first be by faculty action through established procedures, reviewed by the Provost and the President with the concurrence of the Board of Trustees. The Board and President should, on questions of faculty status, as in other matters where the Faculty has primary responsibility, concur with the faculty judgment except in exceptional circumstances and for reasons which should be stated in detail. See Section G for information about the University's Academic Dismissal policy.

Each College or School and/or academic department is required to establish a procedure to handle by democratic process all questions of promotion and tenure. Tenure and Promotion (TAP) committees of individual academic departments; College or School-wide TAP committees; and/or both department and College or School-wide TAP committees may be used in the process.<sup>13</sup> That process typically includes the following:

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<sup>12</sup> Some of the passages or phrasing in this section of the Handbook are taken from the 1990 Joint Statement on the Government of Colleges and Universities formulated by the American Association of University Professors, the American Council on Education (ACE), and the Association of Governing Boards of Universities and Colleges (AGB)

<sup>13</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.

1. Candidates for promotion and/or tenure send a letter of intent to her/his Chairperson and to the Dean and the Provost;
2. Candidates submit dossiers to department and/or College or School TAP committees;
3. TAP committees review all candidates for promotion and/or tenure;
4. TAP committees, department chairpersons, and Deans forward their written 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 (CDFPT).
5. Fact sheets, evaluation forms from the Chairperson and others and copies of dossiers from all candidates, both self- and TAP-nominated are also forwarded to the Provost for transmittal to the CDFPT.
6. The candidate may provide the Dean with a list of external and internal references from whom the Dean shall solicit confidential recommendation letters. The Dean forwards the confidential recommendation letters to the Department Chairperson, the TAP committees and the Provost. The Provost forwards the letters to the CDFPT.
7. Candidates not recommended by TAP committees may submit self-nominations to Office of the Provost for transmittal to the CDFPT.

A more detailed description of the promotion and tenure process is published annually on or about October 1 by the Provost. The Provost's most recent annual statement may be viewed online at the Provost's website (<http://www.pace.edu/provost/>).

Colleges/Schools and/or academic departments are encouraged to work with students to establish valid procedures whereby students can assess individual faculty members so that the students' views can be made known to the Department on a regular basis and be duly considered by each department, including in connection with promotion and tenure applications.

Following the consideration of candidates for promotion and tenure at the College or School and/or department level, the final recommendations of academic departments and Colleges and Schools are made to the Council of Deans and Faculty on Promotions and Tenure (CDFPT). The CDFPT makes recommendations on promotion and tenure based on specific guidelines which shall remain unchanged during the 10 months preceding the CDFPT deliberation. There are no quotas on the number of positive recommendations communicated to the Location Faculty Councils and the Provost by the CDFPT. CDFPT membership currently consists of academic Deans of the College of Health Professions, Dyson College of Arts and Sciences, Lubin School

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of Business, Seidenberg School of Computer Science and Information Systems, and School of Education, as well as three elected members and three elected alternates of each of the Location Faculty Councils. The elected CDFPT committee members will not have served on any tenure and/or promotion committee in their department, school or college. If an elected CDFPT committee member has served on any tenure and/or promotion committee in his or her department, School or College during the current academic year, then that committee member must recuse himself or herself from voting on the candidacy of a faculty member for tenure and/or promotion in cases where the elected CDFPT member has previously voted on this application in a department, school, or college tenure and/or promotion committee. In such cases, one of the elected alternates will vote in place of the elected CDFPT member who is recusing himself or herself. The CDFPT communicates its recommendations to the Location Faculty Councils and the Provost. The Location Faculty Councils vote on the CDFPT's recommendations. The Provost reviews the recommendations of the CDFPT and the results of the votes of the Location Faculty Councils and communicates these recommendations and votes along with his/her own separate recommendations to the President.<sup>14</sup>

Subsequent to a negative recommendation by the CDFPT, a faculty member may appeal to the CDFPT Appeals Committee by filing such appeal through the Provost. The CDFPT Appeals Committee is a University-wide Committee that hears appeals from negative promotion and tenure recommendations by the CDFPT. The Appeals Committee is currently composed of six members of the Faculty (exclusive of the School of Law) who are not members serving on the current year's CDFPT and who are elected by their respective Location Faculty Councils: three from the Westchester Faculty Council and three from the New York Faculty Council. Six alternate members are similarly elected to be available in case of inability to attend, or recusal due to a conflict of interest due to service on a related department, school, college TAP committee, or if a challenge for cause is made of a regular member of the Committee. In addition, two voting faculty members of the CDFPT, named by that group, will serve as non-voting liaison representatives to the Appeals Committee. Liaisons respond to questions from the CDFPT Appeals Committee about the facts of applications considered by the CDFPT that are relevant to the CDFPT Appeals Committee's review. At least one liaison must be present at each meeting of the CDFPT Appeals Committee. As with the CDFPT, the Provost will serve as a resource person on matters of procedure.

The Appeals Committee shall only consider whether an appeal is warranted if: (1) procedural due process was not followed (e.g., information provided by the appellant in a timely and otherwise

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<sup>14</sup>With respect to Law School Faculty, as specified in Section V.C.8 of the Law School's Faculty Regulations Governing Tenure, Promotion and Reappointment (as amended through 5/4/2011 and as thereafter amended) ("Law School PTR Regulations"), the Dean of the Law School forwards the recommendations of the Law School's Promotion Tenure and Reappointment Committee ("PTR Committee") and the Dean's own independent recommendations to the President who considers such recommendations in consultation with the Provost before determining whether to recommend to the Board of Trustees that the Law School candidate's promotion and/or tenure be granted.

appropriate fashion was not presented to the CDFPT), and/or (2) the appellant is as qualified as a candidate within an equivalent rank recommended by the CDFPT in the same year. Dossiers within relevant rank are made available for review to candidates who wish to appeal the CDFPT recommendation. The CDFPT Appeals Committee may only consider questions answered by the CDFPT liaisons and the same fact sheets, evaluation forms, recommendations, and dossiers of the nominee and others within relevant rank reviewed by the CDFPT. The CDFPT Appeals Committee may only consider information that was available to the CDFPT. As with the CDFPT, the CDFPT Appeals Committee is not bound by precedent or recommendations from prior years. An individual faculty member has the right to appeal the CDFPT decision only on their own behalf. Following its review, the CDFPT Appeals Committee will provide its recommendation in writing to the President and the candidate.<sup>15</sup>

In addition, subsequent to application and nonrecommendation by the Appeals Committee of the CDFPT, a candidate may appeal directly to the President concerning his or her promotion and/or tenure.

In making their recommendations, the Colleges/Schools and department TAP Committees, Department Chairs, the CDFPT, Deans, the Provost and the CDFPT Appeals Committee shall each set forth in writing the reasons for their recommendations with sufficient detail to inform each subsequent reviewing body or officer and the candidate of the basis for their conclusions regarding the candidate's teaching, scholarship and service and their ultimate recommendations.

The President will consider the recommendations of the Colleges/Schools and department TAP Committees, Department Chairs, the CDFPT, Deans, the Provost and the CDFPT Appeals Committee in determining whether to recommend to the Board of Trustees (or Board designated committee) that the applicant's promotion and/or tenure be granted.

At the conclusion of their annual deliberations, the members of the CDFPT may make recommendations to the Provost for modification of the Provost's annual statement. The Provost will also modify the CDFPT guidelines annually to clarify and update the timeline for each stage of that year's tenure and promotion process (e.g., the date that candidates' dossiers are due for review by a particular committee). With the exception of the updating of the annual timeline for the tenure and promotion process, the Provost will not significantly modify the posted CDFPT guidelines without consultation with the Faculty Affairs Committees of the Location Faculty Councils, and also only after consultation with the both Location Council Executive Committees. If the Faculty Affairs committees of the Location Councils or the Location Faculty Council Executives do not support the Provost's proposed modifications, then the Provost will concur with the Location Faculty Councils' judgment except in exceptional circumstances and for

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<sup>15</sup>A Law School applicant may appeal to the President from a negative decision of the PTR Committee or from a failure of the Dean to join in the recommendation of the PTR Committee, as specified in Section V.C.11of the Law School's PTR Regulations

compelling reasons, which should be given in detail, in writing, to both Location Faculty Councils.

In order to recruit a president, academic administrators (such as provost, associate provosts, deans and department chairs), and senior faculty who have tenure at other institutions or other exceptional credentials, it may be necessary or advisable to offer and confer faculty tenure upon them at the time of their appointment or on some other expedited basis. In such cases, before recommending to the Board of Trustees that tenure be conferred upon a president, provost, associate provost or dean, the Chairman of the Board of Trustees (with respect to the President), the President (with respect to the Provost) and the Provost (with respect to associate provosts and deans) shall consult on an expedited basis with the members of the search committee, Dean of the College or School, the faculty of the Department of the candidate's area of expertise and the Chairs of the Location Faculty Councils. Before recommending that tenure be conferred upon department chairs and senior faculty, the Provost shall consult on an expedited basis with the members of the search committee, Dean of the College or School, the faculty of the Department of the candidate's area of expertise and the College or School TAP Committee. Such expedited consultations with members of search committees, the faculty of the Department of the candidate's expertise and the College or School TAP Committees may be by vote at the discretion of those bodies, provided that they conduct any such votes within the time frame required respectively by the Chairman of the Board, the President or the Provost, depending on the circumstances of each case. In determining whether to confer tenure in this manner, the Board of Trustees shall consider, but shall not be bound by the recommendations of the Department faculty, College or School TAP Committees, Location Faculty Council Chairs, the Dean, the Provost or the President. In the extraordinary circumstance, however, that the Board of Trustees does not follow the recommendations of the Department faculty and/or the College or School TAP Committee or the Chairs of the Location Faculty Councils, the Chairperson of the Board of Trustees shall inform the Department faculty, College or School TAP committee and the Location Faculty Council Chairs regarding the reasons for the decision.

## **10. Home Campus Designation**

A full-time faculty member's home campus is ordinarily designated in the faculty member's appointment letters with the University. Notwithstanding such designations, depending on the needs of the College or School and/or the University, a full-time faculty member may be required to teach in another College or School, department or at another campus or online. When requesting that a full-time faculty member teach at another location or online, the Department Chairperson shall consult with the faculty member and shall use reasonable best efforts to accommodate the faculty member's special circumstances and preferences, in light of the following considerations: student needs, the particular competence and specialized study of the faculty member (including, with respect to online courses, the extent of the faculty member's training and experience in delivering online courses), relative qualifications of faculty, course

availability, accreditation standards, and department and College or School curricular needs. Following such consultation, the Chairperson may assign the full-time faculty member to teach at a non-home campus location or online, subject to approval by the College or School Dean. The Chairperson shall communicate in writing to the faculty member and the Dean, the reasons for such assignment. If the faculty member objects to such assignment, the faculty member may appeal sequentially to the Dean and the Provost. The Dean's and the Provost's decisions shall be communicated in writing to the faculty member and the Department Chairperson. The Chairperson, Dean and the Provost shall have discretion as to the weighting of the forgoing factors in connection with their consideration of such assignments and faculty member appeals. The Provost shall report annually to the College and School Faculty Councils the numbers of full-time faculty teaching at multiple locations and the number of full-time faculty non-home campus assignment appeals in their College or School. The Provost shall also provide such annual reports to the Joint Faculty Council.

## **11. Departmental Chairpersons**

The Department Chairperson serves as the academic and administrative leader of the Department. 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. Colleges or Schools and departments may adopt constitutions, by-laws and other operating guidelines that provide further detail regarding the manner in which chairpersons consult with department faculty members to conduct department business. All of such constitutions, by-laws and guidelines, however, must be consistent with the provisions of the Faculty Handbook, including with respect to the role and authority of department chairpersons as set forth in this section.

### **A. Specific Responsibilities**

The specific responsibilities of the department chairpersons in conjunction with the other members of the department, where appropriate, shall include but not be limited to the following:

1. To maintain general supervision over the Department;
2. To determine and periodically review the course offerings in the Department and the prerequisites for each course. The Chairperson shall do this in consultation with the faculty members responsible for particular courses, course coordinators, if any, and the other full-time members of the Department;
3. To oversee the content of courses offered by the Department, that are developed by faculty members responsible for particular courses, course coordinators and/or College or School or department committees. In connection with such oversight, the Chairperson shall consult with the faculty members responsible for the courses and course coordinators, and/or College or School or department committee, if applicable. If the Chairperson's determination is contrary to the recommendation of the faculty member responsible for a course, course coordinator or College or School or department committee, then the affected faculty member, course coordinator or College or School or department committee may appeal to the Dean;

4. To consult with the Dean regarding possible revisions of the curriculum and to represent the curricular interests of the faculty and the Department to the College or School Curriculum Committee and to the Dean;
5. To oversee and maintain, in consultation with the members of the Department, the process for selection of textbooks and supplementary materials by the members of the Department for the courses offered in the Department;
6. To assign teaching schedules and courses for the members of the Department, in consultation with the faculty member, subject to the approval of the Dean. In assigning teaching schedules and courses, the Chairperson and the Dean will consider student needs and may also consider the relative qualifications of faculty, faculty needs and preferences, course availability, accreditation standards, and department and College or School curricular needs. The chairperson and the Dean will also consider the particular competence and specialized study and past performance of each faculty member whenever possible in determining course assignments; The chairperson shall make reasonable attempts to respond to reasonable faculty requests regarding information on their course assignments and teaching schedules;
7. To meet with individual faculty with such regularity as may be reasonable, to consider and respond within reason to their concerns, and to communicate to an individual faculty member if concerns arise about his/her teaching, scholarship, creative activity, advising, service or other matters related to the faculty member's performance;
8. To develop and evaluate faculty and to make recommendations with regard to their yearly performance, rank and tenure of each faculty member. Chairpersons will communicate yearly performance evaluations to each faculty member in writing. The annual faculty performance evaluation process will include the opportunity to submit a self-evaluation, consult with the chair, and respond before the final recommendation to the Dean;
9. In accordance with applicable College or School and University search policies and procedures, to interview prospective teaching candidates and other candidates for department appointments using those faculty members with expertise in the most relevant field and to recommend to the Dean prospective appointees. With respect to searches for adjunct or non-tenure track positions whose term is no longer than one year, the Chairperson shall seek to involve faculty whenever practicable and subject to time constraints and their availability;
10. To encourage faculty scholarly research and creative work of broad interest and applicability to members of the Department;
11. To encourage representation by department faculty in learned and professional societies in the field;

12. 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. The chairperson should maintain copies of minutes of department meetings (copies to Dean);

13. To make budgetary recommendations for the Department, bearing in mind cost and academic considerations and to share the substance of those recommendations with the Department faculty members except to the extent that the recommendations include confidential personnel matters, employee compensation and contract terms or other confidential information;

14. To prepare materials for publication concerning all aspects of the Department;

15. To coordinate, in consultation with the full-time members of the Department, academic advising and other student development efforts, particularly for students majoring in programs offered by the Department. The chairperson shall seek to ensure that full-time faculty members with relevant expertise are fully engaged in academic advising and other student development efforts;

#### B. Appointment of Chairpersons

Full-time tenured faculty members are eligible for service as department chairpersons. In instances when there are no full-time tenured faculty members in the Department, or when full-time tenured faculty members are unwilling to serve, or when no tenured member of the Department is supported by the members of the Department and/or the Dean, an Executive committee composed of tenured faculty members from within the Department and/or from another department may be appointed to perform the duties of department chairperson on an interim basis, until a chairperson is appointed. If neither a tenured faculty member nor an Executive committee of tenured faculty is available to serve, or if neither a tenured faculty member of the Department nor an Executive Committee is supported by the members of the Department and/or the Dean, then a chair may be selected from other available College or School faculty or recruited from outside the College or School or the University.

Upon recommendation of the Dean, department chairpersons are appointed by the Provost. Before a Dean recommends a department chairperson to the Provost, the Dean will seek faculty consensus within a department. Such consensus shall be sought by means of a secret ballot election when the candidates are faculty members of the same department; or by department faculty participation on search committees when the chairperson is recruited from outside the Department or the University. In the event of a vacancy, the Dean may recommend an interim appointment, subject to seeking faculty consensus with members of the Department by means of a secret ballot election and approval by the Provost. As soon as reasonably practicable after such interim appointment, the vacancy shall be filled through the regular consultative process described above.

Department chairpersons shall be appointed for 3-year terms. Ordinarily, chairpersons may not serve more than two consecutive 3-year terms. However, the term limit may be waived and the

Chairperson may be appointed to serve additional 3-year terms if the waiver is supported by 60% majority vote of the members of the Department. In such cases, the incumbent may participate in the department election and may be reappointed by the Provost upon recommendation of the Dean, following a department election.

In consultation with College or School faculty members, Deans shall adopt and implement procedures for annual written evaluations of the performance of department chairpersons. Such procedures shall include an opportunity for members of the Chairperson's Department to provide the Dean with confidential comments concerning the Chairperson's performance. The comments will be shared with the Chairperson, subject to redaction to preserve confidentiality of the origin.

### C. Removal of Chairpersons

A chairperson should not be removed prior to the expiration of a term of appointment except for a material failure to fulfill the responsibilities of chairperson as defined by this Handbook, the policies and procedures of the Chairperson's College or School and Department; and the duties and goals established by his or her Dean at the time of the commencement of the term, during annual reviews, or otherwise. The Provost may remove a department chairperson prior to the expiration of a term of appointment upon recommendation of the Dean. The question of whether there has been a material failure to fulfill the responsibilities of chairperson shall be judged by a standard of reasonableness. It is expected that such removals will be rare and in extraordinary circumstances. Before a Dean recommends removal of a department chairperson to the Provost, the Dean will:

- (a) Discuss the matter with the Chairperson and provide a reasonable opportunity to respond;<sup>16</sup> and
- (b) Seek faculty consensus within a department by means of a secret ballot vote.

Department faculty may also initiate a removal recommendation to the Dean upon notice from at least one-third of the full-time members of the Department;<sup>17</sup> Regardless of whether the proposed removal is initiated by the Dean or the Department faculty, the Department shall notify the Chairs of the School Council or Assembly and Location Faculty Council that a chairperson removal procedure has begun and which party initiated the procedure. A minimum 60% majority vote of the full-time members of the Department shall be required to constitute a faculty recommendation for removal. The ballot results shall be communicated to the Location Faculty, and School Council or Assembly Chairs. Prior to the vote of department faculty members, the Dean or the faculty members initiating the removal will submit a written explanation to the members of the Department, stating the reasons and the underlying factual basis for the proposed

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<sup>16</sup>The time that a Dean may give to the Chairperson to respond will depend on the circumstances. If the Chairperson does not respond within the time provided by the Dean, the process for removal may proceed without such response. If the continuation of the Chairperson presents a threat of immediate harm, then the Chairperson may be suspended immediately. The term "immediate harm" shall not be limited to physical harm and shall be deemed to include harm to the reputation of the University and/or College or School.

<sup>17</sup> When a Department Faculty initiated recall recommendation does not result in removal of the department Chairperson, the Department Faculty must wait at least eighteen months following the date of the faculty's vote before again initiating a recall recommendation with respect to the same Chairperson.

removal (except with respect to confidential personnel information) and will meet with the full-time faculty members to answer questions regarding the proposed removal. Before the Dean makes a recommendation to the Provost, the Dean shall communicate the decision to the members of the Department and the Location Faculty Council and the /School Council or Assembly Chairs.

Faculty votes and other recommendations regarding appointment and removal of department chairpersons and term waivers shall not be binding upon the Dean or the Provost. Neither shall the Dean's recommendation be binding upon the Provost. The Dean and the Provost shall however, follow the recommendations of the Department faculty except in exceptional circumstances. In every case, the Provost's decision will be communicated to the Department faculty. In exceptional circumstances where the recommendation of the Department's faculty is not followed, the Provost's communication to the Department faculty will include an explanation of the reasons for the decision.

If a chairperson and/or one or more members of the Department believe that the Department faculty, the Dean or the Provost have not followed the removal procedure as described in this section of the Handbook, and their attempts to address those concerns with the Department faculty, the Dean and/or the Provost have been unavailing, they may initiate a grievance pursuant to the Faculty Grievance Procedure, set forth in Section I of the Handbook. Such grievance shall be limited solely to whether there was "adequate consideration" in connection with the removal as defined by Section 3 of the Faculty Grievance Procedure.

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

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

The fulltime faculty member who accepts a fulltime administrative position in the University without retaining a fulltime 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.

## **13. Teaching Assignments**

All fulltime and adjunct members of the Faculty are assigned to a College or School and to a specific department in the College or School that are departmentalized. Teaching and course 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 College or School should contain the total teaching assignment of the faculty member in the University including teaching and course assignments within the College or School and in other Colleges/Schools within the University and off-campus. The particular areas of competence and specialized study of each faculty member will be considered whenever possible in determining course assignments. The Chairperson and the Dean may also consider the relative qualifications of faculty, performance evaluations, course availability, accreditation standards, and department, College or School and University needs and strategic plans. 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 College or School. The two-semester academic year shall consist of not more than thirty-six weeks and a minimum of sixteen vacation weeks.

#### **14. Outside Activities and Conflict of Interest**

##### **A. Outside Activities**

External consulting arrangements and other outside employment (“Outside Activities”) by full-time faculty members that will enhance the individual’s professional competence and/or provide a community service are encouraged, provided that such arrangements do not materially interfere with the primary responsibilities of the individual to the University. The exercise of good judgment of all concerned is essential in determining what the proper balance of Outside Activities against the individual’s obligations to the University may be in each case. Full-time faculty members are encouraged to discuss these matters with their respective department chairs and/or Dean in advance of making contractual arrangements or continuing commitments. In general, an average of four to five days per month should be considered a maximum for this type of outside activity. In no case should Outside Activities materially interfere with the normal teaching schedule and other University responsibilities and obligations.

Full-time faculty members should inform their department chairs and Dean of the nature and extent of all Outside Activities as part of the annual review process.

**General Standard for Outside Activities by Full-Time Faculty Members.** Outside Activities by full-time faculty members that average more than four or five days a month (exclusive of summer semesters, University holidays and/or other periods between semesters when a faculty member is not assigned to teach) require the prior approval of the Dean. It is recognized that certain Outside Activities may involve peak or concentrated periods of external activity by a faculty member, so that the four or five days a month will not be distributed evenly over the periods when class is in session. The Dean and Department Chairs shall use reasonable best efforts to accommodate the faculty member’s needs provided that the concentrated absences do not materially interfere with the normal teaching schedule and other University responsibilities and obligations.

The Dean will normally grant exceptions to this general standard if the external activity is important for the faculty member’s teaching, scholarly, or creative activity. If the faculty member disagrees with a dean’s decision not to grant an exception to the general standard, then he or she may pursue an appeal as described in section D of this policy.

If an external activity requires the faculty member's absence from a class meeting, he or she will inform the chair or Dean in advance; substitute faculty must be approved by the chair or Dean in advance.

**Continuation of Present Outside Activities by Tenured Faculty Members.** The four to five days per month general standard for Outside Activities by full-time faculty members shall not be applicable to the consulting and outside employment of tenured faculty to the extent in place on the date of adoption of this Handbook provision unless such Outside Activities involve a significant conflict of interest or potential conflict of interest in accordance with the Conflicts of Interest Policy set forth in subdivision B of this Section 14 or significant conflict with University responsibilities and obligations.

The fact that Outside Activities may exceed four or five days a month shall not be deemed to constitute a conflict of interest. A tenured faculty member seeking to materially change the extent of his or her Outside Activities shall notify the Dean of such material change.

**Conflict of Commitment.** If the Dean believes that any Outside Activity involves a significant conflict with University responsibilities and obligations, then the Dean may initiate a conversation with the faculty member regarding this matter. The Dean shall determine, after consultation with the faculty member, whether a significant conflict or significant potential conflict of commitment exists, and the Dean shall provide the faculty member with a written letter stating his or her determination. If the Dean, after receiving a written request from the faculty member, fails to provide the faculty member with a written determination within 30 days of such request, then the faculty member shall be deemed to not have a conflict of commitment. If the Dean determines after consultation with the faculty member that no significant conflict or significant potential conflict of commitment exists, then the Dean shall provide the faculty member with a written letter stating this determination. Notwithstanding the determination of the Dean that a conflict or potential conflict of commitment exists, the Dean may grant permission for the faculty member to engage in the activity after evaluating all relevant facts and circumstances disclosed. If the faculty member disagrees with the Dean's determination, then the faculty member has the option of pursuing an appeal as described in section D of this policy.

## **B. Conflicts of Interest**

Faculty members should not engage in any activity that will present a conflict of interest with the faculty member's University employment.

The potential for conflict of interest exists across a wide range of outside activities in all areas of the University. Faculty members have an affirmative obligation to examine carefully and disclose in a conversation with the relevant facts to the Chairperson or Dean, any situation where there is a reasonable expectation of conflict of interest or the appearance of conflict of interest. If the Chairperson or Dean is concerned that there is a potential for conflict of interest, then he or she may request a written disclosure form from the faculty member. If so requested, the faculty member will submit a written disclosure form to the Dean that discloses the issues and facts relevant to the possible conflict of interest, and may request a consultation with the Dean regarding the facts set forth in the disclosure form, but the faculty member may neither be compelled nor coerced to disclose additional information.

The Dean, after a complete evaluation of all relevant facts and circumstances disclosed, and after a full opportunity for a consultation, shall determine whether a significant conflict or significant potential conflict of interest exists, and the Dean shall provide the faculty member with a written letter stating his or her determination. If the Dean, after receiving a written request from the faculty member, fails to provide the faculty member with a written determination within 30 days of such request, then the faculty member shall be deemed to not have a conflict of interest. If the Dean determines after consultation with the faculty member that no significant conflict or significant potential conflict of interest exists based on the facts disclosed, then the Dean shall provide the faculty member with a written letter stating this determination. The Dean may also grant permission for the faculty member to engage in the activity after evaluating all relevant facts and circumstances disclosed, even if the Dean has determined that a conflict or potential conflict exists. If the Dean, after a complete evaluation of all relevant facts and circumstances disclosed determines that a significant conflict or significant potential conflict of interest exists and does not grant permission for the faculty member to engage in the activity, then the faculty member has the option of pursuing an appeal as described in section D of this policy.

When a faculty member engages in outside activities prior to a time when the University engages in such activities, then the faculty member is not obligated to involve the University in the outside activities and the Administration shall not determine that the continuation of such activity constitutes a conflict of interest.

When a faculty member is initially hired at the University, there may be potential conflicts of interest between preexisting activities and the new activities at the University. The hiring process usually involves extensive evaluation and disclosure which forms the basis for the decision to offer a position; the Dean is expected to permit any conflict of interest originally approved at the time of hiring for a faculty member except in exceptional circumstances. If the Dean determines that the conflict of interest exists and does not provide permission, the faculty member is entitled to an appeal as described below.

When it is agreed that an activity being undertaken does not represent a potential conflict of commitment or interest, or that the activity is granted permission and the facts relevant to the activity were disclosed for the initial review and have not changed materially since the disclosure in written form, the Chairperson and/or Dean shall not revisit that decision retroactively.

### **C. Grant and Legal Requirements**

When faculty have committed to participate in grant funded projects and/or other activities that are subject to grant and or legally imposed faculty time and effort and conflict of commitment and conflict of interest requirements, such grant and legal requirements shall be controlling, in the event of a conflict with this policy.

### **D. Policy Administration, Review, and Appeals**

In consultation with College or School Faculty councils, Deans shall adopt and implement procedures for College or School faculty committees, whose members shall be elected by the College or School Faculty councils, to review and make recommendations to the Dean, and to review appeals regarding conflicts of interest and conflicts with University responsibilities and obligations that may arise from Outside Activities that are otherwise permitted.

A faculty member may pursue an appeal of the Dean's determination of a conflict of commitment or a conflict of interest either through his or her College or School committee (as described above), or through the Location Faculty Council Grievance committee (using procedures described in the Grievance section)<sup>18</sup> provided that in the case of a faculty member tenured as of the date of ratification of this Handbook (a "Special Member"), an appeal from a determination of a conflict of commitment may only be taken to the Faculty Location Council Grievance Committee. A faculty member is permitted only one appeal through one of these committees, and is not permitted to file a second appeal through the other committee. In the event that the Dean makes a determination that the activity constitutes a conflict of commitment and a conflict of interest and these determinations are made more than 15 days from each other, then the faculty member is entitled to a separate appeal for each determination. In the case of Special Members, the determination of the appeal of conflict of commitment by the Location Faculty Council Grievance Committee is final and may not be overridden by the Dean. A faculty member who is tenured on the date of ratification of this Handbook shall not be treated as a Special Member with respect to any conflict of commitment arising from an actual or proposed time commitment not covered by the "Continuation of Present Outside Activities" provision of Section A

If the faculty member appeals a Dean's determination of a conflict of interest or a determination of a conflict of commitment through the College or School committee or through his or her Location Faculty Council Grievance Committee, then he or she will do so within 15 days (exclusive of summer semesters, University holidays and semester breaks) following the determination. The Committee shall acknowledge receipt of the appeal along with the date set for the review of the appeal within fifteen days of the date the appeal is filed, copying both the faculty member and the Dean. If the appeal is to the School or College Committee, and that committee fails to acknowledge receipt of the appeal, then the faculty member may send his or her appeal to the Location Faculty Council Grievance Committee. Except with respect to appeals by a Special Member regarding a conflict of commitment, if the appeal is to the Location Faculty Council Grievance Committee, and that Committee fails to acknowledge receipt of the appeal, then the faculty member may send his or her appeal to the School or College Committee. The Committee hearing the appeal shall have 30 days following the filing of the appeal (exclusive of summer semesters, University holidays and semester breaks) within which to issue a recommendation on the appeal in writing to the Dean, or in the case of a final determination by a Location Faculty Council Grievance Committee of an appeal by a Special Member, within which to issue a decision, with a copy to the faculty member. If the Committee does not issue a recommendation or a decision within the 30-day period, the Dean shall notify the chair of the Committee and the Chair of the College or School Council that unless the Committee's recommendation or decision is issued within 7 days following the notice, the Dean's determination could become final. If the Committee does not issue a recommendation or decision

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<sup>18</sup> When the faculty member alleges that the Dean's determination in either case was based on protected class discrimination, harassment or retaliation, such allegation shall be investigated pursuant to Pace University's Policy Against Discrimination, Harassment and Retaliation. When the faculty member alleges that the Dean's decision was a violation of the faculty member's academic freedom, the faculty member may file a grievance pursuant to the University's Faculty Grievances: Policies and Procedures.

within this 7-day extension period, the Dean's decision shall stand. The Location Faculty Location Council Grievance Committee's determination in a conflict of commitment appeal shall be final for Special Members.

If a faculty member appeals the Dean's determination and the School or College committee or the Location Faculty Council Grievance Committee has less than 45 days following the faculty member's appeal in which to act without intervening summer semesters, University holidays and semester breaks, then the commencement of the Committee's deliberations shall be delayed until the beginning of the next semester.<sup>19</sup>

Except in cases involving a determination of conflict of commitment for Special Members, where the determination of the Location Faculty Council Committee is final, the Dean may reach a determination that is adverse to the faculty member and contrary to the College or School Committee or the Location Faculty Council Grievance Committee. If the Dean does not follow the recommendation of the College or School Committee or Location Faculty Council Grievance Committee in other cases, the Dean shall communicate his or her reasons in writing to the faculty member and the College or School Committee or Location Faculty Council Grievance Committee.

The Provost shall consult with the Joint Faculty Council two years after the date of adoption of this policy to review the manner in which the policy is being applied and to consider possible modifications.

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<sup>19</sup> Unless the College or School Committee chair or the Location Council Grievance Committee chair determines that the Committee can reasonably complete its review during such periods.

Pace University  
Example of Faculty Conflict of Interest Disclosure Form

This disclosure is provided in response to my Dean’s request in accordance with Part B of Pace University’s (the “University’s”) Outside Activities and Conflict of Interest Policy, set forth in the University’s Faculty Handbook, 2013 Ed. My answers to the questions below fully disclose all relevant facts and circumstances that may constitute a present or potential conflict of interest with my responsibility to act in the course of my University duties.

Situations in which conflicts of interest may arise include, among other situations:

- When I or a member of my family have a material financial (greater than 5%) interest in any entity in competition with or which has a business relationship with the University.
- When I or a member of my family or any entity in which I hold a significant financial interest is engaged in (or proposes to engage in) any transaction with the University that would result in any benefit to me, my family, or the other entity; or is engaged in an activity competitive with the University.

In the space provided below, please describe in reasonable detail, the circumstances of the possible present or potential conflict of interest, including the persons, entities and transactions or activities involved or contemplated and the dollar amount involved.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Faculty Member

### **15. Absence from Classes**

Faculty members are required to be present at all scheduled classes. If the faculty member must unavoidably be absent from class, whenever possible the faculty member should notify the Department Chairperson in advance of the absences so that the Departmental Chairperson 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 may not assign substitute faculty members without the approval of the Chairperson. If the Chairperson cannot be reached, the office of the Dean of the College or 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 College or 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 faculty member. Notification of absence should be made as early as possible in order to facilitate arrangements for a faculty substitute.

### **16. Teaching Loads**

Faculty workload cannot be meaningfully measured solely by the number of hours spent in the classroom -- the credit-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, College or School and campus. With the approval of the Deans of the College or School involved, a faculty member may be assigned to teach a portion of the total teaching load in another department, College, School, or campus of the University, or online, subject to the criteria set forth in Section D.10 of this Handbook dealing with the Home Campus of faculty members.

All tenured faculty shall be assigned either 18 or 24 credit hours annually during the fall and spring semesters as described below except where a modified teaching load has been granted through a contractual arrangement.<sup>20</sup> Tenured faculty teaching graduate courses shall be credited

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<sup>20</sup> It should be noted that the number of credits that a particular course carries in calculating a faculty member's teaching load is not always identical to the number of student credit hours earned by the students registered for that course. For example, in some classes (such as natural sciences laboratory classes), the student credit hours assigned to the course may be less than the course contact hours taught by the faculty member. In such cases, the faculty member's credit hours for teaching load purposes will be adjusted to be equal to the number of contact hours for the course. Very large classes may carry more faculty credits for the instructor than the number of student credit hours earned by students taking that course (See Section D 20, "Aid to Faculty with Large Classes"), while in tutorial sections, the faculty member receives credits towards his or her teaching load which are only a fraction of

for graduate teaching based on the number of graduate courses taught as described in section D.19. Tenure-track faculty shall receive a modified teaching load assignment of 18 credit hours throughout their probationary period to foster sustainable scholarly or creative output. Faculty who are neither tenured nor tenure-track shall be assigned 24 credit hours annually during the fall and spring semesters except where modified through contractual agreement. Deans shall grant additional released time to reduce the faculty member's teaching load below 18 credits for scholarly research only for specific projects that present special circumstances justifying additional released time, and only after appropriate consultation with department chairs. In that connection, special consideration shall be given to faculty whose teaching load is 18 contact hours who primarily teach graduate-level courses in any given year. Such exceptions (for example, for research scholars) may be provided in contractual agreements or otherwise as approved by the Provost. Nothing in this section shall preclude faculty members from applying for additional scholarly released time from the Location Faculty Council Scholarly Research Committees.

Each College or School will establish a Scholarship Release Time Review Committee, which shall be a standing committee of the College's or School's Faculty Council or assembly ("Review Committee") to guide the Dean regarding the criteria for granting release time to tenured faculty for scholarship according to the following guidelines<sup>21</sup>:

- 1) The Dean shall determine a faculty member's release time for scholarship as part of the faculty member's annual performance review. The consideration shall include a review of the faculty member's proposed scholarly agenda and creative activity for the upcoming academic year and scholarly or creative activities during the preceding three academic years, unless some other review period is recommended or required by accreditation agencies.
  - a) Tenured faculty who produce satisfactory scholarship and/or otherwise engage in scholarly or creative activities in accordance with College or School guidelines will receive a teaching load of 18 credit hours during the upcoming fall and spring semesters;
  - b) Tenured faculty who do not produce scholarship and/or otherwise engage in satisfactory scholarly or creative activities in accordance with College or School guidelines, or who are approved by the Dean for a teaching and service-only workload will receive a teaching load of 24 credit hours during the upcoming fall and spring semesters;
- 2) A tenured faculty member, who due to scholarly or creative inactivity is not currently receiving a scholarship-based reduction of the teaching load, may apply to the Dean for

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the student credit hours.

<sup>21</sup> The new teaching load standards will be phased in, one-third next year and the remaining two-thirds during the following year, with full implementation by the Fall 2014 semester.

scholarly release time for upcoming fall and spring semesters by submitting a proposal specifying the nature of the proposed project and committing to specific productive goals consistent with the College's or School's guidelines to be achieved during their released time. If the faculty member fails to fulfill the proposed research goals during the upcoming 12-month period, the Dean shall nonetheless have discretion to award release time upon the faculty member's application in subsequent academic years.

In cases where a faculty member does not agree with the Dean's determination of a release time award for scholarship, the faculty member may appeal the Dean's determination in writing to the College or School Review Committee. The basis for such appeal shall be limited to whether the Dean appropriately applied the College or School scholarly release time criteria. The written appeal shall set forth the basis for the faculty member's belief that the Dean failed to appropriately apply the College or School scholarly release time criteria. The Dean shall be afforded a reasonable opportunity to submit an appeal response to the Review Committee. On the basis of the written submissions by the faculty member and Dean, the Review Committee shall issue a written recommendation in the form of an advisory opinion as to whether the Dean appropriately applied the College or School scholarly release time criteria. The advisory opinion shall be served on the appealing faculty member, the Dean and the Provost. If the Dean does not accept the Review Committee's advisory opinion within 15 days following his or her receipt thereof, the Provost shall, in writing, inform the Dean, the faculty member and the Review Committee of the release time to be granted.<sup>22</sup>

In addition to release time for scholarly or creative activities, as part of the annual faculty performance review, Deans may grant release time of up to 6 credit hours to Associate and Full Professors for substantial special service activities, beyond the level of service normally expected of a tenure-track or tenured faculty member. It is expected that only substantial service will be awarded release time. As an example, a faculty member serving as the chair for a typical faculty-governance committee is not expected to be awarded release time since it is within the kinds of service normally expected of tenure-track and tenured faculty. This paragraph shall not apply to or limit release time granted to a faculty member in connection with an administrative appointment (e.g., as a department chairperson).

### **17. Overages Extra Teaching Assignments**

Faculty members may not normally carry extra hours of teaching above the basic load during the academic year. In order to meet special circumstances, however, the Dean may authorize overages normally not to exceed eight hours or two courses for the academic year. Any assignments beyond this overage amount will ordinarily require the written approval of the Provost.

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<sup>22</sup> This appeal process shall be the faculty member's exclusive remedy for review of a Dean's release time determination. When the faculty member alleges that the denial of release time was based on protected class discrimination, harassment or retaliation, such allegation shall be investigated pursuant to Pace University's Policy Against Discrimination, Harassment and Retaliation. When the faculty member alleges that the denial of release time was a violation of the faculty member's academic freedom, the faculty member may file a grievance pursuant to the Faculty Grievances: Policies and Procedures.

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 or for other reasons determined 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. Commencing in the Summer I 2014 session, the per credit rate payable to full-time faculty members for teaching during the summer session shall be increased each year by a percentage equal to the percentage merit increase adopted by the University in the preceding January for faculty rated as having “met expectations.”

### **18. 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.)

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

Each graduate credit hour counts for 4/3 undergraduate credit hours. Thus, an 18 credit graduate course teaching load is deemed the equivalent of a 24 credit undergraduate course teaching load.

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.

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

### **20. 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 and the Dean 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.

Where graduate assistants, student aides or other competent help are available and funds are available, assistance with grading will be provided; otherwise, compensation for highly qualified graders approved by the Dean will be authorized subject to the availability of funds. In-class

assistance may be provided at the discretion of the Dean. When compensation is authorized for assistance, 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.

### **21. Designated Lecture Sections**

With the approval of the Dean of the College or 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 6090 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 College or 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 6090 students will count as 6 hours toward the teaching load. If the same section contained over 90 students, the faculty member would be credited with 9 hours of the teaching load.

### **22. 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.

### **23.3 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 career concerns. Fulltime faculty members are expected to schedule office hours dependent upon the semester, courses taught, method and location of delivery and student needs. 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. A faculty member teaching one or more online courses may change the allocation between on-campus and online office hours in consultation with their chairperson and Dean. Faculty members at their discretion may schedule more than five weekly office hours.

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.

#### **24. 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 at professional artistic venues; 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.

*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).

### **25 Summer Research Grants**

Funds are available for summer research grants for faculty who qualify. Faculty interested in receiving a grant should forward their request to the Office of the Dean 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. Proposals will be judged on the basis of the likelihood that the research effort will lead to publication and enhance the scholarly or artistic reputation of the individual, department, College or School, and University.

Faculty receiving such an award, with the approval of the Dean, may accept teaching assignments at another college or university during the summer period to the extent that they do not interfere with the progress of the funded research project. 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.

A report to the Dean on the use of the award is required by December 31 of the year in which the funding was given.

### **26. 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.

## **27. 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 colleges or 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 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 College or 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 or School.

## **28. 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 College or School budgets;
- Texts and materials for course development; and
- Postdoctoral 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.

### **29. 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.

### **30. Leaves**

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 College or School and/or department to maintain its teaching schedule.

Sabbatical leaves will be granted only for clearly-defined and welladvanced scholarly or creative projects in the areas of research, writing and publication or creative activity. 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 fulltime 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 fulltime service immediately following completion of the leave.

Faculty members granted sabbatical leaves may not accept a fulltime teaching assignment at other institutions unless such an assignment is considered essential to the scholarly or creative project. Work towards a graduate or professional degree does not qualify as an acceptable project for a sabbatical leave except for postdoctoral 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 offcampus 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. All 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 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 department chairpersons not later than December 1 for sabbatical leave to be taken in the following **academic** year. Applications shall be reviewed by the Dean of each College or School and authorized by the Provost.

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.

This policy supports 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 or 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 College or 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.

#### *Faculty Parental Leave Policy*

Pace University's Parental Leave Policy is available to assist and support parents uphold both their professional and parental obligations. This program provides faculty with a period of time off for activities related to the care and well-being of their newborn or adopted child(ren).

University full-time tenured or tenure-track faculty members who have been employed for at least 12 months and who become parents (through birth, or by adoption or newly established legal custodial care involving a child younger than 6 years of age) and who, during the period of the requested leave will be the primary caregivers, are eligible for the Faculty Parental Leave,

Parental leave shall consist of a reduction of in-classroom instruction in a semester by two (2) courses without reduction of salary. Faculty members with term-based teaching responsibilities must take this leave during the academic term during which the birth, adoption or newly established legal custodial care occurs, or during the academic term immediately following the birth, adoption or newly established legal custodial care. The faculty member must continue advising and other administrative duties as determined by his or her department chair; however, such responsibilities shall not require the faculty member to be on-campus.

#### Definitions for Faculty Parental Leave Policy

*Primary Caregiver* is defined as someone who has primary responsibility for the care of a child immediately following birth. "Primary Caregivers" are also those individuals who have recently become parents through adoption or a newly established legal custodial care arrangement. The faculty member determines who in his or her family the primary caregiver is by signing an affidavit as part of the leave request process. *Parent* is defined as a natural parent, same-sex partner, or a new adoptive parent or a new legal custodian who is the primary caregiver. An individual who adopts a spouse or partner's child(ren) is not eligible for this benefit. *Academic Term* is defined as the Spring or Fall semester.

#### Faculty returning from Disability or Family Medical Leave Act (FMLA) Leave

Full-time faculty members who return from a medically approved related leave (short-term disability, long-term disability, or Family Medical Leave Act (FMLA)) following the start of, and before the end of, either the Spring or Fall semester, will be required to continue advising and will be assigned other administrative duties as determined by their department chair.

Leave of Absence. A leave of absence without salary for a period that would not normally exceed one year may be granted to full-time faculty members upon request. 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.

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 nontenured 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 onehalf 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. Health and retirement benefits will be maintained during the leave. Tuition benefits for the individual and his or her dependents will be maintained; and
7. 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.
8. The time spent on such leave does not count toward tenure or promotion.

Applications are available from the Office of the Provost.

### **31. Special Professorships**

#### **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.

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#### **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 receive compensation for their work up to, but not exceeding, one-half of a fulltime load prorated on the basis of the salary paid during the last year of fulltime teaching. 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.

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

### **32. Amorous Relationships Policy**

Amorous sexual relationships between students and faculty members undermine the integrity of the teacher-student relationship that is the foundation of the University's educational mission. The pedagogical relationship between teacher and student must be protected from influences or activities that can interfere with learning and personal development. Amorous sexual relations between a faculty member and a student also create the appearance and potential for a conflict of interest whenever the faculty member is responsible for teaching, advising, supervising, or evaluating the student. Similarly, amorous sexual relations between a faculty member and an administrator or staff member who is supervised by the faculty member create the appearance and potential for a conflict of interest. Accordingly, amorous sexual relationships are prohibited between:

- A. A faculty member and an undergraduate student;
- B. A faculty member and a graduate student who is enrolled in a course taught by the faculty member, or for whom the faculty member serves as advisor, evaluator or supervisor; and/or
- C. A faculty member and an administrator or staff member supervised by the faculty member.

The Provost may grant a waiver of paragraph A above of this policy in circumstances where the relationship existed prior to the student's enrollment as an undergraduate at the University. However, waivers will not be granted permitting a faculty member to teach the undergraduate student in the faculty member's class, or serve as advisor, evaluator or supervisor of the undergraduate student, except when no other arrangements can reasonably be made (for example, when no other faculty member with relevant expertise is available to teach a course on a regular or tutorial basis, that the student needs to graduate; or to serve as an advisor, evaluator or supervisor).

The Provost may also grant a waiver of paragraphs B and/or C above of this policy, with respect to a faculty member teaching a graduate student in the faculty member's class, or the creation of an advising, evaluative or supervisory, relationship between a faculty member and a graduate student; or with respect to a supervisory relationship between the faculty member and a staff member or administrator. However, such waivers will not be granted except when no other arrangements can reasonably be made (for example, when no other faculty member with relevant expertise is available to teach a course on a regular or tutorial basis, that the student needs to graduate; or to serve as an advisor, evaluator or supervisor).

To obtain a waiver, the faculty member must submit a written request to the Provost before the individual with whom the faculty member has an amorous sexual relationship:

- A. Enrolls as an undergraduate student at Pace University;
- B. Enrolls in an undergraduate or graduate course taught by the faculty member and/or is supervised or evaluated by the faculty member and/or is the faculty member's advisee; and/or
- C. Is supervised in an administrative or staff position by the faculty member.

Before granting a waiver, the Provost shall consult with the faculty member to determine whether measures can be implemented to ensure that there will be no actual or potential conflict of interest. In cases involving supervision of an administrator or staff member by the faculty member, the Provost shall also consult with the Vice President for Human Resources.

### **33. Nepotism**

The appearance of and potential for a conflict of interest is created when certain family members:

- A. Enroll in a faculty member's class;
- B. Are supervised, evaluated or advised in their role as a student by a faculty member; and/or
- C. Are supervised in an administrative or staff capacity by the faculty member.

For purposes of this policy, Family Member shall include the faculty member's spouse, domestic partner, romantic partner, children (including stepchildren), siblings, nieces or nephews, parents and grandparents.

Before a Family Member enrolls in a faculty member's class or is supervised, evaluated or advised in their role as a student by the faculty member, the faculty member shall inform his or her department chair and Dean of the situation. The department chair and Dean shall consult

with the faculty member to determine whether measures can be implemented to ensure there will be no actual or potential conflicts of interest without impairing the Family Member's eligibility, if any, for tuition remission benefits offered by the University.

Before supervising a Family Member in an administrative or staff position, the faculty member shall inform the Vice President for Human Resources. The Vice President shall consult with the faculty member and, to the extent necessary, with the Department chair, the Dean and the Provost, to determine whether measures can be implemented to ensure that there will be no actual or potential conflict of interest.

## E. INTELLECTUAL PROPERTY AND COPYRIGHT OWNERSHIP

The central mission of Pace University is to create, preserve, and disseminate knowledge through teaching and research.

This Copyright Policy is intended to maintain those traditional norms and values that foster, in various ways, the open and free exchange of ideas and opinions.

Faculty at the University must be free to choose and pursue areas of study and concentration, to share the results of their intellectual efforts with colleagues and students, to use and disseminate their creations, and to take the created works that they own with them should they leave the University.

The ongoing revolution in the use of information technology for the production and dissemination of knowledge enables members of the University community to create new forms or types of scholarly and creative works, to communicate with current audiences with new types of materials, and to reach new audiences. The dramatic changes in information technologies and the ways in which they are employed provide an occasion to examine and clarify policy for copyright of works of scholarship produced at the University. This Copyright Policy statement delineates the rights and responsibilities of the University and its Faculty, employees, students, and other members of the community.

By longstanding custom and University policy, faculty members hold copyright for books, monographs, articles, creative works, and similar works as delineated in the Policy statement, whether distributed in print or electronically. This pattern will not change. This Copyright Policy retains and reasserts those rights.

The use of new media technologies has changed the process of creation of intellectual works. Some of the resources (physical, financial, and human) needed to employ the new technologies are shared resources, provided by the University for the common benefit of all members of the University community. But, in many cases, the use of new media technologies requires increased involvement by the University in the form of financial support, expert

services, equipment, and other facilities beyond the base level of support and common resources provided to faculty.

Pace will hold rights in copyright, as delineated in the Policy statement, to works of authorship that are created at the University by faculty, research staff, and others that are commissioned by the University, or are supported by a direct allocation of University funds, or make substantial use of financial or logistical support from the University beyond the level of common resources provided to faculty, or are otherwise subject to contractual obligations.

In those instances in which the University holds rights, faculty members can use the works involved for noncommercial purposes.

This Policy recognizes that ownership of intellectual property and the sharing of economic returns from the licensing or commercialization of that property are two related yet distinct matters. Even when intellectual property rights are held by the University, revenues from new digital media and other property should be shared among its creators, including individual faculty, researchers, departments, schools, and the larger University. A description of the precise mechanism for distribution of revenues received from the intellectual property is included in the Policy statement and follows guidelines that have worked effectively for the sharing of revenues from patents.

This Policy also is intended to strengthen current protection of the reputation of the University. Pace's name deserves careful nurture and protection. As a general principle, the name of the University is not the property of any individual, department, or School. When the University's name is associated with a work of scholarship or other educational materials such as courses, the interests of the University and its community of scholars are affected and the University must exercise quality control with respect to the use of its name. This is particularly true when intellectual property is created for use by other educational institutions or by for-profit organizations, including development of extensive courses to be offered on-line. Faculty members, deans, and other members of the University community who create courses or digitized content for other universities or for profit-making entities should be certain that all new collaborative agreements with outside entities receive approval of the University's President, who with regard to such agreements acts on behalf of the Trustees through the Office of the Provost.

This Copyright Policy contains elements that intersect with other policies at the University, including but not limited to the policy that addresses the use of the University's name and logos. The Copyright Policy does not replace those other policies; rather it is meant to complement them.

## **PACE UNIVERSITY COPYRIGHT OWNERSHIP POLICY**

The objective of this Policy is to encourage the production of copyrightable material ("Works") that advance Pace University's scholarly, academic, and public service missions and that contribute to the professional stature of those involved in the creation of the Works.

### **1. Scope of the Policy**

A. This Policy governs the respective ownership rights of the University and all of its employees, both academic and administrative, in copyrightable material produced within the scope of employment or otherwise arising out of the participation of individuals, including students, in the activities of the University. Consistent with longstanding academic tradition, the University recognizes faculty ownership of creative, scholarly and academic Works created by them, using generally available University resources. The University will own copyrightable Work created by faculty where (i) the University has commissioned the Work, (ii) where the University has made a significant investment in the development of the Work or significant University resources are utilized in the creation of the Work, or (iii) in other circumstances as required pursuant to an agreement with a third party or where the Work is a *work made for hire*, subject to a division of net proceeds between the University and the faculty member in accordance with this Policy.

B. This Policy is specifically applicable to the creation of technology-mediated courseware in any form and format, including but not limited to video and Internet-based materials. However, this Policy is *not* intended to affect the compensation of faculty and other University personnel involved in the *delivery* of instruction independent of the ownership of the courseware that may underlie such instruction.

## **2. Ownership Principles and Standards**

1. University faculty, students, and staff routinely create intellectual property that is subject to copyright protection. However, copyright protects only the original expression of facts and ideas that have been fixed in a tangible medium of expression such as a written work, computer software, video, photographs, painting, or other item of tangible (even if virtual) expression. Copyright protection does not protect the underlying facts or ideas in and of themselves, because facts and ideas exist independent of the effort or contribution of the author to fix them in tangible form. Under the federal Copyright Act of 1976, original works of authorship are automatically protected by copyright simultaneously with their fixing in a tangible form of expression. The owner of the copyright to a Work has the exclusive right to reproduce it, display, perform, or distribute it to the public, and make adaptations or derivative Works based on the original. This Policy is designed to delineate the identity of the owner of the Work as well as set forth a framework for the sharing of value that might arise from the creation of a Work.

C. In cases where the provisions of this Policy state that the University recognizes ownership by the author(s), it is the intention that such ownership shall be deemed vested in the author(s) by operation of this Policy without requiring further action by the University.

D. As a general rule, the author of a Work is the owner of the copyright. It is the general policy of the University that Works that are created on an individual's own independent initiative outside the time, place, and scope of employment or activity within the University are owned by the author. Conversely, under the *work made for hire* doctrine of the Copyright Act, the author, and, therefore the owner, of the copyright in Works created by persons *within the*

*scope of their employment* is the employer rather than the individual creator. Works subject to faculty ownership under this Policy are not treated as *works for hire*.

Furthermore, since a fundamental principle of the University as an academic organization is to encourage the development and widest possible dissemination of scholarly Work produced by members of the University community, and consistent with longstanding academic tradition, except as described below, the University recognizes the copyright ownership to scholarly or academic Works (including books, papers, lecture notes, articles, syllabi solely developed by the faculty member, and similar materials) of a faculty member who writes or develops the scholarly or academic Work, where such Work is created by a faculty member either using his or her own resources or using University resources that are generally available to the University faculty. Such Works will be the property of the faculty member, who shall be entitled to determine, consistent with the University's Use of Name, Tradenames, Seal, Letterhead and Logos Policy and other applicable University policies, how the Work is to be disseminated and to keep any net income it produces.

Course teaching materials developed solely by a faculty member (including syllabi, class assignments and test instruments) shall remain the property of the faculty member who created the materials. Such materials may not be used by other faculty members or the University without the faculty author's permission, provided however that: (i) the University will have a non-exclusive right to use materials commissioned by the faculty member's department or College or School, where those materials were expressly created for use by other faculty members teaching the same course; (ii) the University shall be permitted to use such teaching materials for internal and external administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions; and (iii) if the faculty author is unavailable or otherwise unable to complete teaching a course, the University may provide the materials to a substitute faculty member who may use the course materials for the sole purpose of completing the teaching of the course. For each course, faculty members shall provide their department chair with copies of (or provide online access to) their syllabi.

D. Unless modified elsewhere by this Policy or by the specific terms of a written agreement between the University and the faculty member, non-faculty employee or other covered individuals, the University will own the Works in the following situations:

(1) Assigned Projects and Tasks. The University will own the copyright to Works created:

(a) by faculty members who perform administrative assignments or tasks, or as part of any other assigned project or task, where the assignment explicitly states that the work will be owned by the University;

(b) by administrative staff members in any work they perform for the University; and

(c) by technical staff, postdoctoral or other fellows, and student employees in the course of any assigned duties other than research tasks performed in support of a project directed by a faculty member that does not fall within any other exception.

(2) External Agreements.

Ownership of the copyright to works commissioned or developed by a faculty member or other employee pursuant to an agreement with an entity outside of the University will be governed by the terms of such agreement. If the agreement does not specify ownership by the outside entity, ownership shall be governed by the terms of this Policy. All such agreements must be approved in writing by the President or his or her designee.

(3) Institutional Works.

The University will own the copyright in a Work where the University (a) directs, controls or has commissioned the production of the Work and/or (b) where the University will make or has made a significant investment in the development of the Work (*including but not limited to, computerized renderings or reproductions of a faculty member's academically prepared materials*) through the provision of substantial financial, personnel, technology, facilities, or other resources beyond that which is generally provided faculty in the ordinary course of instruction and research, and in accordance with a prior agreement between the University and the author or creator.<sup>23</sup> Copyright ownership shall be vested in the faculty member with respect to the underlying intellectual product, (e.g., lecture notes, lectures, papers) or reproduced in the Work, insofar as it is the result of his or her independent academic effort undertaken without the University's significant investment. It is further understood that faculty members shall continue to have the right to use such underlying intellectual product, subject to the University's Use of Name, Tradenames, Seal, Letterhead and Logos Policy and other applicable University policies. Use and exploitation of any filmed, computerized rendering, transmission, recording, or other reproduction of the underlying intellectual product shall be subject to the financial division outlined in Section 3 below, relative to Revenue Distribution.

The University and all authors and creators are required to execute promptly all contracts, assignments, releases and/or other legal documents necessary to effectuate the ownership rights and interests set forth in this Policy.

### **3. Revenue Distribution**

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<sup>23</sup> The mere assignment of a faculty member to teach a course (in person or online) shall not be deemed directing, controlling or commissioning the production of the Work by the University.

The identity of the owner of a Work does not dictate the manner in which revenues derived from that Work may be distributed among those involved in its creation, distribution and use. Unless otherwise agreed in writing, the University shall share with the creator(s) the net income (that is, the gross income exclusive of tuition, less all costs incurred by the University in the development, production and distribution of the Work) received from commercialization or exploitation of Works owned by the University in accordance with the following formula.

Developer/Creator	50%
Developer's School or College*	10%
General University	40%

(\*If the developer is not a faculty member, the School/College share is allocated to the General University.)

#### **4. Intellectual Control**

A. Where the University owns the copyright in a Work, the University grants the creator(s) a royalty free, non-exclusive license to reproduce and use the work for his or her own noncommercial academic or scholarly purposes, subject to the University's policy on Use of Name and Logo and other applicable University policies. Use or distribution of such Works outside of the University, or distribution to colleagues, whether within or outside of the University, for their use outside of the University, must be in accordance with guidelines established by the University or in the absence of such guidelines as approved in writing by the Provost.

B. Faculty creators of Works owned by the University have the right to update, correct, edit, or otherwise revise Works that become dated or that will be in need of revision within a particular period. It is the policy of the University that such rights be agreed upon and incorporated into a written agreement that is entered into prior to the creation of the Work. However, in the absence of such an agreement, or even when such an agreement has been entered into, if the University believes a revision is necessary and the creator(s) fail to make the revision in a timely manner or if the revision made does not, in the University's opinion, meet reasonable and customary standards as determined by the University, the University may employ other persons to revise or update the Work. In the latter instance, the creator(s) may request that his or her name(s) be removed from the Work, and such request will be honored by the University. This paragraph shall not apply to Works relative to which the University recognizes a faculty member's copyright ownership pursuant to Section 2.C, above.

#### **5. Transfer of Ownership**

Where the University owns a Work, it may, upon request, transfer ownership to the creator(s) or developer(s) of the work by written assignment signed by the President or his or her

designee. In such cases, unless otherwise agreed to in writing, the University retains a royalty free, non-exclusive right to reproduce and use such works for its purposes, subject to the Revenue Distribution provisions of this Policy.

## **6. Third Party Materials**

It is the policy of the University that all faculty, students, and employees comply with the requirements of law, specifically including state and federal copyright and privacy laws. Because liability may arise from incorporating into a work copyrighted material owned by third parties and images and voices of individuals, it is the responsibility of the creator(s) or developer(s) to obtain in writing all permissions and releases necessary to avoid copyright infringement and invasion of the personal rights of others, regardless of the ultimate ownership of the created work.

## **7. Copyright Agreement**

This Policy constitutes an understanding that is binding on the University, and on its faculty, other employees, and other covered individuals as a condition of their participating in University research, educational and other programs or their use of University facilities or resources. The University may require formal copyright agreements to implement this Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy. Nothing in this Policy shall constitute a waiver of any rights that the University or its employees may have under any other University policy.

## **8. Dispute Resolution**

This Policy shall be administered by the Office of University Counsel, which will provide advisory interpretations upon the request of any member of the University community. Disputes concerning the interpretation and application of this Policy shall be resolved by the Faculty Committee on Intellectual Property. The Faculty Committee on Intellectual Property shall be a standing Joint Faculty Council Committee, consisting of faculty representatives from the Westchester and New York Faculty Councils, selected in a manner determined by the Joint Faculty Council. The decision of the Committee may be appealed to the President. The decision of the President is final and binding.

The parties shall exhaust their internal administrative remedies under this Policy through the President's final decision. Thereafter, in the event of any dispute between the University and the creator(s)\developer(s) of any Works covered by this Policy, including disputes relating to ownership or division of proceeds, the parties shall first attempt to resolve the dispute through facilitated mediation, failing which final resolution of the dispute shall be determined exclusively by binding arbitration, in accordance with the rules of the American Arbitration Association.

General Information concerning copyrights and the protection available under copyright law is available online from the Register of Copyrights, Library of Congress at <http://www.copyright.gov/circs/circ01.pdf> and <http://www.copyright.gov/>

## **INVENTIONS AND PATENTS POLICY**

A University's role of discovering and transmitting knowledge and providing public service creates an environment that is conducive to the creation and development of many forms of intellectual property. Often, some of these works and inventions may have commercial value, which value may be legally protected through patents. Pace University desires to support and provide incentive to creative talent by instituting an orderly system to establish ownership of patents, to secure them, and to utilize them in a manner consistent with public interest. It is also the desire of the University to share the monetary rewards, if any, with the Inventor or Discoverer.

The question of ownership of intellectual property developed in a university setting involves several important factors. Federal patent and copyright laws treat intellectual property as presumptively belonging to the person who was the Inventor however, development of intellectual property at the University often involves use of facilities, supplies, and services purchased and maintained out of University budgets and endowments, including libraries, computers, laboratories, laboratory supplies, office supplies, photocopying, and typing. Sometimes intellectual property is developed on faculty time released from other responsibilities, such as teaching. In return for use or allocation of its resources, the University may receive the benefits of having faculty and staff who are more qualified for their other roles by virtue of having engaged in the activities which led to the development of the intellectual property. In some circumstances, commercial exploitation can add to the University's and the individual's reputations, as well. On balance, the supplement to incomes of University personnel and the stimulus to their further productivity justify generally leaving a substantial portion of the resulting monetary rewards with the Inventors.

### 1. **Basic Policy and Applicability**

Recognizing the importance of encouraging development of intellectual property by its faculty, staff and students, ordinarily the University's policy is that proprietary rights in intellectual property developed by its faculty, staff and students engaged in teaching and/or research --hereinafter referred to as Inventor(s) or Discoverer(s) --shall be as follows:

Except as otherwise provided in this Policy, all inventions made by an individual with (i) a University appointment in furtherance of his/her University responsibilities, and/or (ii) with the significant use of University resources, including those provided through an externally funded grant, contract or other type of award or gift to the University, belong to the University.

**A. When an invention does not involve significant use of University resources.**\_\_Except as otherwise provided in this Policy or to the extent otherwise agreed in writing between the

University and the Inventor, the University shall claim no ownership of inventions with patent potential that result from a faculty member's or student's individual efforts not involving significant use of University resources (e.g., funds, release time, equipment, facilities, materials, personnel, supplies, services, etc.). The University will determine whether particular inventions involved the use of significant University resources on a case-by-case basis. However, ordinarily, the University will not construe its providing faculty office space, department computers, laboratory equipment and library access in the ordinary course, as constituting significant use of University resources. When the University does not share ownership of an invention, the Inventor may not use the name of the University in connection with the invention or its marketing without the written consent of the University.

- B. Sponsored research.** Rights to intellectual property that is developed in the course of grant-supported activities shall be as provided in the terms of the grant. Federally supported grants, for example, may require an assignment of rights to the supporting agency. Unless specified in the terms of the grant, rights shall be in accordance with this University policy as otherwise stated herein.
- C. Assigned projects.** When an Inventor is engaged in scholarly research as part of his/her normal duties and when that person's supervisor exercises substantial supervision and control regarding both the selection of a specific project and the content of its product and with prior agreement, the University, rather than the Inventor, is the owner of rights in the products of a project. This provision also applies to administrative projects, for example: Development of a computer program for the Registrar's Office or one for the Controller's Office.
- D. Consulting outside normal duties.** The University claims no ownership in intellectual property developed in the course of projects outside normal responsibilities (i.e., for faculty outside their instructional and scholarly research duties) where University facilities and services have not been used. Thus, property development in the course of consulting belongs entirely to the Inventor, if significant University resources or facilities have not been used (in circumstances as described in the preceding paragraph regarding *When an invention does not involve significant use of University resources*) or if the University has been reimbursed for such use as agreed upon in advance.

The University may impose reasonable charges on faculty and staff members engaged in projects outside their normal responsibilities for use of services and special facilities (e.g., computer time, lab facilities, or secretarial services).

The name of the University may not be used in any connection with inventions or processes in which the University has no interest, without the prior written consent of the University (as provided in the Policy on Use of Name, Tradenames, Seal, Letterhead and Logos).

## 2. Patent Disclosures

Patentable inventions or discoveries covered under this policy shall be disclosed to the Inventor's superior, to the Office of Sponsored Research and to the University Counsel as soon as feasible. All disclosures will be promptly acknowledged in writing.

3. **Evaluating And Protecting Intellectual Property Rights**

The Office of Sponsored Research and University Counsel shall evaluate all disclosed inventions and discoveries for their commercialization potential and determine the appropriate means to protect intellectual property to which the University has express or presumptive rights, if in its sole judgment these rights may be beneficial to the University. The University retains the right to waive any rights to which it may have ownership under the terms of this agreement, if in its sole judgment this will be to the overall benefit of the University. The proposed disposition will be reviewed with the Inventor or Discoverer who will be notified of the final disposition in writing.

When a patent application has been authorized on a disclosed invention, the Office of Sponsored Research and University Counsel will work with the Inventor(s) to prepare a patent application. Inventors are required to provide a reasonable level of assistance in this process. Patent applications are filed in the name of the University. The Office of Sponsored Research and University Counsel are responsible for coordinating responses to any requests for further information from the U.S. Patent and Trademark Office and from foreign patent offices. The University does not provide services to Inventors for protecting intellectual property rights in works and inventions developed in the University, if no rights accrue to the University. General information about protection of such rights, however, may be obtained from the office of the University Counsel.

4. **University Waiver of Ownership Rights**

The University may, at its sole discretion, waive or release all or a portion of its ownership rights to any intellectual property upon such conditions as the University deems appropriate. Where it is determined that the University is entitled to ownership rights, the University can waive its rights to the invention and release the intellectual property to the Inventor. The University will not unduly delay the process by which it will decide if rights to the invention will be waived. The actual timeline in any given case will be governed by the facts of the particular situation.

5. **Income Sharing of Earnings from Patents**

If a patent is obtained in the name of the University on the invention or discovery of a University faculty member, staff member or student - under the University policy as stated above - the University and the College or School shall share income with the Inventor or Discoverer according to the following schedule to encourage scholarly inquiry and to directly benefit the University and the College or School.

The Income Sharing Schedule for Patents & Copyrights shall be:

	University		
	General*	College or School**	Inventor, Discoverer
\$ 1.00 to \$ 4,999.00	50%	0%	50%
\$ 5,000 to \$ 9,999.99	45%	5%	50%
\$ 9,999 and over	40%	10%	50%

\*Funds received in this category shall ordinarily be used to support the University's research effort by applying one-half of them to underwrite budgeted research expense and by crediting one-half to a University research fund to be administered by the Office of the Provost.

\*\*If the Inventor/Discoverer is not a faculty member, the College or School share is allocated to the General University.

#### 4. **Patent Agreement**

This Policy constitutes an understanding that is binding on the University, and on its faculty, staff, students and other covered individuals as a condition of their participating in University research, educational and other programs or their use of University facilities or resources. The University may require formal patent contracts, assignments, releases or other legal documents to effectuate the ownership rights and interests set forth in this Policy as appropriate, and the University and all Inventors and Discoverers are required to promptly execute such documents. However, the absence of such executed agreements and other documents shall not invalidate the applicability of this Policy. Forms of agreement and other applicable legal documents may be obtained from the office of University Counsel. Nothing in this Policy shall constitute a waiver of any rights that the University or its employees may have under any other University policy.

#### 5. **Dispute Resolution**

This Policy shall be administered by the Office of University Counsel, which will provide advisory interpretations upon the request of any member of the University community. Disputes concerning the interpretation and application of this Policy shall be resolved by the Faculty Committee on Intellectual Property.<sup>24</sup> The decision of the Committee may be appealed to the President. The decision of the President is final and binding.

The parties shall exhaust their internal administrative remedies under this Policy through the President's final decision. Thereafter, in the event of any dispute between the University and the Inventor(s) or Discoverer(s) of any inventions or discoveries covered by this Policy, including disputes relating to ownership or division of proceeds, the parties shall first attempt to

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<sup>24</sup> For a description of this committee, see Section 8 in the Pace University Copyright and Ownership Policy.

resolve the dispute through facilitated mediation, failing which final resolution of the dispute shall be determined exclusively by binding arbitration, in accordance with the rules of the American Arbitration Association.

General information (including resources and guidance) concerning patents and the protection available under patent law is available online from the U.S. Department of Commerce, Patent and Trademark Office at <http://www.uspto.gov/patents/>.

#### **F. POLICY ON USE OF NAME TRADENAMES, SEAL, LETTERHEAD AND LOGOS**

The name, tradenames, seal and logos of Pace University are among the most valuable assets of the University. The ways in which the University's name, tradenames, seal and logos 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, tradenames, letterhead, seal or logos of the University, in whatever form that they may appear, except in connection with legitimate University purposes and in accordance with this policy.

Any use of the University name, tradenames, seal or logos (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 Office of University Relations. If the name, tradenames, seal or logos of the University are 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 Office of University Relations.

The following rules apply except where written consent of the Office of University Relations has been received:

- A. The name or tradenames of the University and its letterhead, seal or logos may not be used by any officer, faculty member or other employee or by a student 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 or student may use the University's name, tradenames in conjunction with any activity except for identification.

No University officer, faculty member or other employee or student may use the University's name, tradenames, seal or logos on stationery in connection with an outside organization in which he or she is involved and which is not part of his or her official activities on behalf of the University.

- 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 University sponsorship where no such sponsorship has been granted in accordance with the policies and procedures of the University.
- E. Only the official name, tradenames, letterhead, seal and logos of the University may be used in connection with approved activities. The approved forms of University name, tradenames, letterhead, seal and logos are available in the Office of University Relations.

All questions relating to any use of the University name, tradenames, letterhead, seal or logos and requests for approval for the use of the University's name, tradenames, letterhead, seal and logos should be directed to the Office of University Relations. Only written consent signed by the Vice President for University Relations or his or her designee will be deemed the consent of the University to use the University's name, tradenames, letterhead, seal or logos 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.

## G. ACADEMIC DISMISSAL

### **I. The Right to Adequate Procedures**

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 as they are generally understood in the university teaching profession. A faculty member holding an appointment with tenure is entitled to serve the University throughout her or his academic career and a non-tenured faculty member, serving on a term appointment, is entitled to serve the University throughout his or her term appointment, unless the record, by clear and convincing evidence, affirmatively demonstrates that the faculty member is subject to dismissal for adequate cause.

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

A. Unfitness of the faculty member in his/her professional capacity as a teacher or as a researcher<sup>25</sup>;

Unfitness in faculty dismissal proceedings is restricted to (a) demonstrated incompetence or material dishonesty in teaching or research (b) substantial and intentional neglect of

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<sup>25</sup> It is anticipated that other than in exceptional circumstances, this Procedure will not be invoked with respect to subdivisions A of this Article I(1), except following a faculty member's failure to cure or otherwise respond to a perceived deficiency within a reasonable time after having been notified of the deficiency by academic or other University administrators, pursuant to department, College or School or University procedures, where applicable.

ordinary teaching duties, and (c) severe or chronic personal misconduct which substantially impairs the individual's fulfillment of his or her institutional responsibilities.

B. Financial exigency of the University or a College or School.<sup>26</sup>

The procedures governing terminations for medical disability are provided in the section regarding "Termination for Medical Reasons."<sup>27</sup> Except as the Procedures herein are incorporated by reference in other documents, these Procedures apply only to dismissals for the adequate causes listed in Article I(1) of this Procedure. Failure to renew a probationary or other untenured term appointment is not a dismissal<sup>28</sup>.

A tenured faculty member, or a non-tenured faculty member prior to the expiration of a term of appointment, as the case may be, may not be dismissed involuntarily, unless the grounds for dismissal, and the faculty member's response to them, shall have been subjected to a review governed by the sequential "Informal" and "Formal" Procedures hereinafter set forth. Notwithstanding the foregoing, prior to the initiation of Informal Procedures or at any time during the pendency of the Informal or Formal Procedures, the parties may resolve the matter by mutual agreement evidenced by a written document specifying the agreement, and signed by both parties.

2. When a question arises concerning the possible dismissal of a faculty member: The faculty member shall not be suspended from or relieved of previously assigned institutional duties during the time necessary to resolve such question, unless the continued discharge of the faculty member's duties clearly poses a threat of immediate harm, whether physical or otherwise, to either the faculty member or others.<sup>29</sup> In such event, the President, or the President's

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<sup>26</sup> When financial exigency of the University or a College or School is proposed as the basis for dismissal, the appropriate University and College or School faculty councils shall meaningfully participate in the decision making process as follows: The President and/or the Provost or their designees shall consult with appropriate University and College or School faculty councils with respect to the circumstances and considerations supporting the declaration of exigency, the consideration of reasonable alternatives to the termination of faculty members, the criteria and procedure for selection of faculty to be terminated, and efforts to place affected faculty members in other positions within the University for which they may be qualified.

<sup>27</sup> See also "Procedures for Imposition of Sanctions Other Than Dismissal."

<sup>28</sup> A faculty member who alleges that a denial of renewal or tenure involved a denial of academic freedom may be entitled to a hearing; *see*, "Complaints of Violation of Academic Freedom in Nonreappointment." A faculty member alleging denial of academic freedom where the circumstances do not involve dismissal, termination for medical reasons, denial of tenure, or denial of renewal is entitled to bring a grievance; *see*, Faculty Grievances: Policies and Procedures. A faculty member who alleges impermissible discrimination, whether in connection with the denial of renewal or tenure or otherwise, shall be entitled to an investigation of such complaint in accordance with Pace University's Policy Against Discrimination, Harassment and Retaliation.

<sup>29</sup> Immediate harm may include harm to the reputation of the University.

authorized representative shall consult with the Executive Committee of the Joint Faculty Council regarding the suspension and whether the faculty member should be reassigned to other duties that may be appropriate, if they are available. Whenever practicable, such consultation shall take place before the faculty member is suspended. The faculty member shall be continued on regular salary during the suspension while all dismissal proceedings are pending. A suspension which is intended to be final is a dismissal and shall be treated as such.

## **II. Structured Informal Procedures**

Whenever there is a failure of unstructured attempts at the Department or College or School level to resolve satisfactorily a faculty personnel matter that may constitute adequate cause for dismissal consistent with Article I(1) of this Procedure, the President, or the President's authorized representative shall discuss the matter with the faculty member in a personal conference.

### **1. Personal Conference.**

Prior to the personal conference the President or the President's authorized representative shall, in writing, transmit to the faculty member:

- A. A statement of the facts that have given rise to the matter;
- B. A statement that the faculty member is invited to a personal conference at a time, place and date stated, if the parties are unable to schedule the conference 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;
- D. A statement that the faculty member may appear with legal or other counselors, as the faculty member deems necessary;
- E. A statement that any information adduced or any arguments made in the informal conferences may later be used as admissions at a formal hearing;
- F. A statement that the parties shall act in good faith to attempt to resolve the issues; and
- G. A copy of the relevant Handbook sections.

If the matter is concluded by mutual consent, the settlement shall be set forth in a writing signed by both the President or the President's authorized representative and the faculty member and the settlement agreement shall be sent to the faculty member within 15 days following the date of completion of the personal conference, unless the faculty member requests that this not be done. If the faculty member elects not to participate in the personal conference or fails to participate, the matter shall proceed to the second step of the Structured Informal Procedures in accordance with Article II(2) of this Procedure.

### **2. Location Faculty Council Grievance Committee.**

If the matter 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 Grievance Committee shall offer its confidential advice to the parties and try to effect a settlement. If either of the parties elects not to have the Grievance Committee participate in the process, or fails to participate, the entire matter shall proceed to Formal Procedures. If the Grievance Committee is unable to effect informal resolution of the matter within 30 days of being called into service, the Grievance Committee shall end its service as an advisory committee in this matter.

### **III. Formal Procedures**

Initiation of Formal Proceedings. If the dismissal matter is not resolved through use of the Informal Procedures set forth above, then formal proceedings may be initiated and conducted as described below.

1. The Hearing Committee.

A. The hearing committee shall be a standing committee of the Joint Faculty Council ("JFCHC"). It shall be composed of nine regular members and eight alternate members, all of whom shall be tenured faculty members with no current administrative appointments. The regular members shall be elected for three-year terms and alternate members shall be elected for two-year terms. Commencing with the first year following the adoption of this Procedure, the New York Faculty Council will elect five regular members and four alternates and the Westchester Faculty Council will elect four regular members and four alternates. For the fourth through seventh year following the adoption of this Procedure the Westchester Faculty Council will elect five regular members and four alternates and the New York Faculty Council will elect four regular members and four alternates. Thereafter, on a rolling three-year basis, the New York and Westchester Faculty Councils will alternate with respect which council elects five regular members. A regular JFCHC member who does not participate in a particular hearing due to unavailability or disqualification for any reason as provided under this Procedure, will be replaced by an alternate who was elected by the same Location Faculty Council. Alternates shall be called to serve in the order of the preferential choices made by the relevant Faculty Council vote.

(1) Department chairs or assistant chairs shall not be excluded from JFCHC service.

(2) Not more than one member of any department shall serve as a regular or alternate member of the JFCHC at the same time. Any member of the Department of the faculty member who is the subject of a dismissal hearing shall be considered to have a conflict of interest, by definition, and shall recuse himself or herself. Any other conflict of interest shall be ruled on in accordance with Article III(3)(A) of this Procedure.

B. A chair of the JFCHC shall be elected by the members of the JFCHC who are participating in the deliberation in a particular hearing. The Chair of the JFCHC shall preside over the hearing.

C. As soon as it receives notice from the President to initiate a hearing, the JFCHC shall appoint a lawyer to act as its counsel, the cost being borne by the University. To assure appropriate credentials and reasonable cost, the appointee shall be chosen from a list established annually by the JFCHC with the advice of University Counsel. Although the client of the

Committee Counsel shall be the JFCHC, the role of the Committee Counsel shall be advisory only and the Counsel shall have no authority to make or recommend determinations of fact and/or applications of law to facts, which determinations must be made solely by the JFCHC.

D. The University shall have no right to exercise any control over the advice which is given to the JFCHC by its Counsel, or to have any access whatsoever to the communications between the JFCHC and its Counsel. In order to receive payment for services rendered, the JFCHC's Counsel will submit summary invoices to University Counsel specifying the hours expended with times and dates on which services were rendered, costs incurred and the total amount owed (without detail regarding the advice given on the substance of conversations with members of the JFCHC).

## 2. Statement of Grounds.

A. The President or the President's authorized representative shall initiate the Formal Proceedings by sending identical copies of a notice to the faculty member and to the Chair of the JFCHC, constituted as described in Article III(1) of this Procedure. The notice shall contain the following information:

- (1) The name, department, tenure status and rank of the faculty member;
- (2) A statement of the grounds relied upon for dismissal;
- (3) A summary of the evidence upon which the grounds are based;
- (4) A first list of witnesses to be called (the names of other witnesses to be communicated when they become known);
- (5) Copies of the pertinent regulations governing the faculty member's procedural and substantive rights, including this Academic Dismissal Procedure and relevant University documents, including but not limited to pertinent Faculty Handbook provisions;
- (6) A statement that the JFCHC shall conduct a hearing on the grounds for dismissal specified;
- (7) A statement that the time and place of the hearing shall be set by the Chair of the JFCHC and that such time and place shall be communicated to the faculty member and the President and shall permit the faculty member sufficient opportunity to prepare a Response to the Statement of Grounds ("Response"), at least 30 days, but no more than 40 days; and
- (8) A formal invitation to the faculty member to attend the hearing accompanied by academic and/or legal counselors.

B. 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 organizations, accompanied by a formal invitation to send an observer to the hearing if it should so choose. This statement shall be sent by the President or the President's authorized representative.

C. Not less than one week before the date set for the hearing, the faculty member shall submit to the President, or the President's authorized representative and to the JFCHC, a written Response or shall state that he or she desires that no hearing to be held.

D. Prior to the hearing, the faculty member shall submit his or her written Response to the appropriate professional organization, or organizations, that previously had received a copy of the Statement of Grounds, or shall send to such organization a statement that he or she desires no hearing to be held; if the faculty member denies the charges or asserts that the charges do not support a finding of adequate cause, he or she shall so state to the professional organization or organizations.

E. If evidence is tendered during the hearing which is objected to on the ground that it is not within the issues raised either by the Statement of Grounds or the faculty member's Response, the JFCHC may allow either to be amended, and shall do so freely, especially when the presentation of a substantive issue will be facilitated thereby. Whenever an amendment has been allowed, and the other party so requests, the JFCHC shall grant the objecting party a reasonable time within which to prepare a response on the new issue, or issues raised, and in order to meet the tendered evidence.

F. If the faculty member fails to answer the President's Statement of Grounds or states that he or she desires that no hearing be held, the JFCHC shall evaluate all available evidence and make its recommendation upon the evidence in the record. The JFCHC shall forward its decision on each of the grounds for dismissal, with opinion, to the President or the President's authorized representative, and to the faculty member and to the appropriate professional organization, or 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 previously secured written permission from the faculty member charged or his or her authorized representatives. In such cases, the decision of the JFCHC shall be final and binding, and the matter in question shall be deemed closed, unless either party institutes an appeal to the Academic/Faculty Affairs Committee of the Board of Trustees, or that committee's successor, in accordance with Article III(4) of this Procedure.

### 3. The Hearing.

If the faculty member submits a Response to the Statement of Grounds as contemplated in Article III(2)(C) of this Procedure, then the hearing shall be conducted as follows:

A. Either party to the hearing may by written request to the Chair of the JFCHC ask:

(1) At least one week prior to the date that the hearing is scheduled to begin; that certain named JFCHC members be disqualified from sitting on the case because they are biased, prejudiced or have a personal interest in the case, or its outcome. After a hearing on this question of cause, with alternate members sitting in the place of each challenged regular member, the JFCHC shall determine by a majority vote whether cause has been shown, and such determination shall be made at least two days prior to commencing the substantive hearing on the Statement of Grounds. If cause is found, the challenged regular members shall be replaced by alternates.

(2) At least one day prior to the date that the hearing is scheduled to begin, 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.

B. **Submission of Documents:** At least one week prior to the date that the hearing is scheduled to begin, each party shall submit to the Chair of the JFCHC copies of the documents that the party intends to introduce at the hearing, and shall simultaneously provide a copy set of such documents to the other party or the other party's authorized representative. The JFCHC may allow the parties to submit additional documents, and shall do so freely, especially when the presentation of a substantive issue will be facilitated thereby. Whenever a party's additional document submission has been allowed, and the other party so requests, the JFCHC shall grant the objecting party a reasonable time within which to submit responsive documents with respect to any issue raised by the other party's additional document submission.

C. **Public or Private Hearing:** The faculty member at least one day before the hearing is scheduled to begin may request in writing to make the hearing public or private, and the Chair shall grant such request. In the absence of the faculty member's request, the JFCHC in its independent judgment, shall determine whether the hearing will be public or private.

D. The President or the President's authorized representative, respective lawyers and/or academic advisers, and any hearing observer who has been sent by any previously invited professional association shall not be excluded from the hearing at any time.

E. **Order of Hearing:** The hearing shall normally proceed as follows:

- (1) The evidence presented by the President or President's authorized representative in support of the Statement of grounds;
- (2) The evidence presented by the faculty member or his representative in support of the faculty member's Response;
- (3) The rebuttal evidence in support of the Statement of Grounds;
- (4) The faculty member's rebuttal evidence; and
- (5) Closing arguments.

In rare cases, the JFCHC in the interest of advancing the hearing in a clearer and more orderly manner may adopt a different order.

F. The JFCHC shall not be bound by formal court procedure. The rules of evidence of law courts shall not be binding at the hearing, but may be consulted by the JFCHC in its discretion. The University makes available to the faculty member and their legal counsel and/or advisers all the authority it possesses to obtain information, or to require the presence of witnesses and/or the production of evidence relevant to the issues of the hearing. The JFCHC, in its discretion, may exclude witnesses from the hearing room except while testifying.

G. The principles of confrontation and full examination of the evidence shall prevail throughout the hearing. All parties, their representatives, and the JFCHC shall have the right to present evidence relevant to the issues, and to confront and cross-examine all witnesses. Where

the witnesses cannot or will not appear, but the JFCHC determines that the interests of justice require admission of their statements, statements may be taken outside the hearing and reported to it. The JFCHC shall identify such witnesses, disclose their statements, and if possible, provide for interrogatories. The JFCHC, if it deems it desirable, may proceed independently to secure the presentation of evidence at the hearing, and/or it may direct the parties to produce evidence on specific issues that it deems significant. The JFCHC may request written briefs from the parties, and shall accept them if they are offered. The JFCHC may, in its discretion, adjourn the hearing from time to time to permit the parties to obtain further evidence. The burden of proving the grounds for dismissal shall rest on the party alleging them, and the burden of proving each ground shall be by clear and convincing evidence relevant to each ground.

H. If the Statement of Grounds charge professional incompetency, there shall be admitted as evidence, in addition to individual testimony, a formal report on the work of the faculty member by his or her department colleagues, and of cognate departments in the University, and, if the faculty member so requests, there shall be admitted as evidence written reports by various persons or committee of fellow specialists from other institutions, appointed by either the faculty member, his or her department colleagues, or the President or the President's authorized representative, and, if the charges include that of classroom incompetency, testimony from students taught by the faculty member may be received. The faculty member may introduce peer observations, syllabi, course assignments, and other relevant evidence. In no case can an assessment of teaching competency be based solely on the student evaluations administered in each course at the end of the semester. Any judgment of the JFCHC of professional incompetency must be restricted to, and based upon, the evidence described herein, and cannot properly rest on any other considerations.

I. A verbatim record of the proceeding (made by electronic recording or by a stenographer) shall be kept and a full transcript shall be made available at the same time and provided to the JFCHC, and to the parties. The cost of a record and such transcriptions shall be borne by the University. All JFCHC decisions shall be based solely upon the record made at the hearing. The JFCHC shall await the availability of the verbatim record of the hearing before proceeding to its decision, except where the JFCHC believes that it can render a just decision in the absence of such a record. In all cases, the JFCHC shall render its decision with full consideration of the fact that the burden of proof rests upon the party asserting the grounds for dismissal.

J. In every case, within 30 days following the completion of the hearing or its receipt of the hearing transcript, the JFCHC shall make specific findings of fact supporting its conclusions on each of the alleged grounds for dismissal. A copy of the opinion setting forth the JFCHC's disposition of each issue in the case with its accompanying reasons relied upon to justify such disposition, shall be made available to each of the parties, and to any invited observer of any professional association at the time when the JFCHC announces its decision in the case. At least one copy shall be filed in the President's office as a document which can be examined only by those persons authorized in writing by either the faculty member or the President or their authorized representatives.

K. The decision of the JFCHC shall be deemed final and binding unless it is appealed in accordance with Article III(4) of this Procedure.

4. Appeal From the Decision of the JFCHC.

A. Either party shall have the right to appeal the decision of the JFCHC to the Academic/Faculty 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 must be initiated within 30 days following the later of the JFCHC decision or the faculty member's receipt of his or her copy of the hearing record. The review by the Academic/Faculty Affairs Committee shall be based on the record made during the hearing, accompanied by a full opportunity for written briefs and/or oral arguments from both parties or their representatives, in their discretion.

B. Determinations by the JFCHC regarding grounds for dismissal shall presumptively be followed by the Academic/Faculty Affairs Committee, except in exceptional circumstances for reasons stated in the Academic/Faculty Affairs Committee's decision.

C. If the Academic/Faculty Affairs Committee affirms the decision of the JFCHC the matter shall be deemed closed. If the Academic/Faculty 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/Faculty Affairs Committee. The JFCHC shall reconsider the case, taking into account the stated objections of the Academic/Faculty Affairs Committee, receiving new evidence if necessary. After reconsideration of the matter, the JFCHC shall make its decision and write and distribute its new opinion, in the same manner as before, and return the case to the Academic/Faculty Affairs Committee for its final consideration. After study of the JFCHC's reconsideration, the Academic/Faculty Affairs Committee shall make its final decision in the case, and the matter shall be deemed closed. The Academic/Faculty Affairs Committee's final decision shall be based on the record made by the JFCHC, and it shall simultaneously announce its final decision and distribute a copy of its opinion, separately considering and disposing of each issue, to each of the parties and to any invited professional organization, and at least one copy shall be filed in the President's office subject to the conditions set forth in Article III(3)(J) of this Procedure.

#### 5. Public Statements.

Except for such simple announcements as may absolutely be required, covering the time and place of meetings and similar matters, no public statements about the case shall be made by the President or the President's authorized representatives or the faculty member or his or her representatives until after the final decision has been rendered by the Trustees Academic/Faculty Affairs Committee, or until after the time for appeal from the decision of the JFCHC to the Trustees Academic/Faculty Affairs Committee has run. All announcements concerning the final decision shall include a clear statement of the JFCHC's final action. Members of the JFCHC shall maintain the confidentiality of the proceedings at all times including after the proceedings are concluded. The President or the President's authorized representative and the faculty member may agree that no announcements will be made by either of them regarding the hearing and the final decision. However, in the event of such agreement, each party reserves the ability to make announcements to respond to the statements of the other party or their representatives or by professional organizations, or in response to press reports.

### **IV. Severance Pay Upon Dismissal**

1. If a faculty member's appointment is terminated as set forth in these Procedures for Academic Dismissal<sup>30</sup>, the faculty member shall receive a severance payment calculated based on the faculty member's then current salary in accordance with the following schedule:

A. 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; or

B. 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. At least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure.

2. This provision for payment of termination severance shall not apply in the event that there has been a finding that the conduct that justified dismissal involved moral turpitude<sup>31</sup>. On the recommendation of the JFCHC or the President, the Academic/Faculty Affairs Committee of the Board of Trustees, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.<sup>32</sup>

#### **V. Procedures for Imposition of Sanctions Other Than Dismissal**

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.

2. If the University Administration believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a written reprimand, it will notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to persuade 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.

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<sup>30</sup> Failure to renew a probationary or other untenured term appointment is not a dismissal and does not warrant the payment of severance pay.

<sup>31</sup> 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.

<sup>32</sup> Dismissal of a faculty member for any reason, including for reasons involving moral turpitude, shall not affect the faculty member's entitlement to any University benefits with which the faculty member is vested as of the date of termination, in accordance with the terms and conditions set forth in applicable benefits plan documents.

3. Records regarding the imposition of minor sanctions, including written reprimands may be kept indefinitely in the faculty member's University employee file maintained by Human Resources. A faculty member may inspect the contents of his or her University employee file by making an appointment to do so with Human Resources. If the faculty member believes that a written reprimand or any other record in his or her University employee file is inaccurate, the faculty member may submit a written statement setting forth the reasons why the faculty member believes that the record is inaccurate. Human resources, will consult with the faculty member's Dean and other University administrators as necessary for a determination of whether the complained of record should be corrected or removed from the faculty member's employee file. The faculty member will be notified in writing whether the record is corrected or removed from his or her University employee file, or if it is determined that no correction or removal is necessary. The faculty member's statement and the notice of determination regarding the requested correction or removal shall be maintained in the faculty member's University employee file.

### **COMPLAINTS OF VIOLATION OF ACADEMIC FREEDOM IN NONREAPPOINTMENT**

Section 1. If a faculty member on probationary or other nontenured appointment alleges that a decision against reappointment was based significantly on considerations that violate the faculty member's academic freedom, the allegation shall be given preliminary consideration by the appropriate Location Faculty Grievance Committee, which shall seek to settle the matter by informal methods. The allegation shall be accompanied by a statement that the faculty member agrees to the presentation, for the consideration of the Location Faculty Grievance Committee, of such reasons and evidence as the institution may allege in support of its decision.

Section 2. If the difficulty is unresolved at this stage, and if the Location Grievance Committee so recommends, the matter shall be heard by the Joint Faculty Council Hearing Committee ("JFCHC") in the manner set forth in the Academic Dismissal Policy, except that the faculty member making the complaint is responsible for stating the grounds on which the allegations are based, and the burden of proof shall rest upon the faculty member.

Section 3. If the faculty member succeeds in establishing a *prima facie* case, it is incumbent upon those who made the decision against reappointment to come forward with evidence in support of their decision.

### **NON-FACULTY COMPLAINTS AGAINST FACULTY MEMBERS**

Procedures governing complaints (other than those relating to grading) brought against faculty members by individuals who are not faculty members are set forth in documents not included in this Handbook. Should such procedure involve hearings, the hearing body shall be the appropriate Faculty Council Grievance Committee, this statement superseding statements in any such other document in this regard.

## **H. TERMINATION FOR MEDICAL REASONS**

Termination of an appointment with tenure, or of a full-time 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. 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>33</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 full-time non-tenure service;
- 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 full-time non-tenure service;
- for at least one year, if the decision is reached after eighteen months of service and if the full-time 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 benefits).

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 a medical termination proceedings advance beyond suspension before the end of three months of the faculty member's suspension due to 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

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<sup>33</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.

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 the best of its ability to place the faculty member in his/her original department, College or School and campus. If a return to the original department, College or School and campus is not reasonably possible, the University will endeavor to the best of its ability to place the faculty member in another reasonable department, College or School or campus.

## **I. 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 (henceforth termed “Grievance Committee”). Grievance Committee members shall be faculty members and shall be elected by the faculty.

Section 2. All grievances by faculty shall come to these Grievance Committees with the following exceptions:

- A. Cases of dismissal for cause of a tenured faculty member or of a non-tenured faculty member during the term of an appointment;
- B. Imposition on a tenured faculty member or on a non-tenured faculty member, during the term of an appointment, of a non-salary related severe sanction such as suspension from service for a period;
- C. Termination of a tenured or a non-tenured faculty appointment during the term of appointment for cause, including for financial exigencies, medical problems and School discontinuance;
- D. Salary appeals;
- E. Appeals of CDFPT. recommendations;
- F. Appeals in connection with policies in this Handbook, which provide for exclusive recourse to other Faculty committees.

Section 3. . Allegations of discrimination, harassment or retaliation, which are investigated pursuant to Pace University’s Policy against Discrimination, Harassment and Retaliation.<sup>34</sup>

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<sup>34</sup> The Policy Against Discrimination, Harassment and Retaliation describes that if the Complainant or Alleged Wrongdoer is a faculty member, before the Investigator submits the Investigation Report to the Decision Maker, the Investigation Report is submitted to a Faculty Review Committee selected from and by the appropriate Location Faculty Council Grievance Committee. The Faculty Review Committee submits its written

In cases in which a non-tenured faculty member is denied tenure or contract renewal and complains of a denial of academic freedom, the 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 of denial of academic freedom that do not involve non-renewal or termination should go to the Grievance Committee.

Section 4.. If a full-time non-tenured faculty member's contract is not renewed and the faculty member alleges inadequate consideration, the faculty member may bring a grievance alleging inadequate consideration to his/her Grievance Committee. It is easier to state what the standard "adequate consideration" does not mean than to specify in detail what it does. It does not mean that the Grievance Committee should substitute its own judgment for that of the Department on the merits of whether the candidate should be reappointed. The term "adequate consideration" refers essentially to 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 this standard the Grievance Committee concludes that adequate consideration was not given, it shall recommend that the School/College or department assesses the merits once again, this time remedying the inadequacies of its prior consideration.

#### Procedures of the Location Faculty Council Grievance Committees

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comments/recommendation, if any, regarding the Investigation Report to the Decision Maker before the Decision is made.

Section 1. Each 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:

- A. electing the regular and alternate members of its Grievance Committee;
- B. determining the first, second, and third alternate; and
- C. 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 respondent, 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 and hearings. Alternate members shall not participate in deliberations or vote.

Section 4. All decisions must be approved by a majority of at least two voting members.

Section 5. The University shall supply a full-time or part-time secretary who shall be responsible for receiving and distributing written complaints, for keeping written records or transcripts of the proceedings 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 write final decisions.

Section 6. All grievances by faculty members should come to the appropriate Location Faculty Council Grievance Committee at the location where the controversy arose.

Section 7. A grievance by a faculty member must be filed with the secretary of the Grievance Committee within 60 days (exclusive of University semester and holiday breaks) from the date the grievant knew or should reasonably have known of the claimed violation. Upon filing, the grievant shall engage in efforts to informally resolve the matter with the academic or other administrator with authority over the subject matter of the grievance. If administrator to whom the matter is brought does not resolve the grievance to the faculty member's satisfaction, the faculty member shall bring the matter to the supervisor of the administrator who did not resolve the grievance. If an informal resolution is not reached within 45 days, then the grievant may within 20 days proceed with the grievance as described below.

Section 8. The grievance, with substantiating facts, shall be submitted in writing to the Chair of the Grievance Committee and to the individual or group complained against. In matters involving impermissible discrimination, the appropriate University officer must also be notified.

Section 9. The Committee may decide to deny the grievance without a hearing where the grievance, with its allegations of fact, would not on its face warrant recommendation against the respondent, even if the Committee were to find that everything stated in the grievance were true.

Section 10. If the Grievance Committee decides that the complaint warrants further attention, it 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 Grievance 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 Grievance Committee as evidence, both parties shall have the right to hear and respond to it.

Section 11. The findings of the Grievance 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, from members of the faculty holding administrative positions, 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.

Section 12. The Committee shall attempt where possible to settle disputes by negotiated agreement. The specifics of a negotiated agreement may not exceed the authority of the parties to the agreement. Accordingly, elements of proposed settlements that exceed the authority of the immediate parties to the grievance (e.g., with respect to commitment of University resources, modification of work arrangements, etc.), must be approved by authorized University administrators. Any such agreement that deals with the possibility of immediate harm<sup>35</sup> must have University approval.

Section 13. Neither party shall be represented by legal counsel.

Section 14. The work of the Grievance Committee shall be done as expeditiously as possible.

Section 15. All hearings, proceedings, and records thereof shall be confidential. The members of the Grievance Committee, the parties, and the University shall take all reasonable steps to ensure such confidentiality.

Section 16. If in the course of a grievance proceeding a tenured faculty member or full-time non-tenured faculty member prior to expiration of a contract of appointment makes an oral statement admitting conduct or fact(s) that may constitute a violation of University policy and/or the law, any suspension or termination of such faculty member will be subject to the University's Academic Dismissal Policy and Procedure. The faculty member's admissions of such conduct or

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<sup>35</sup> The term "immediate harm" does not refer solely to physical harm.

facts during the grievance proceeding will not be introduced in any subsequent Academic Dismissal hearing except to impeach the faculty member's credibility if the faculty member denies the previously admitted conduct or facts.

Section 17. The Grievance 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.

***Note: The Handbook provides that the University's Policy Against Discrimination, Harassment, and Retaliation will be used to investigate discrimination, harassment, and retaliation. The text of this policy will reside on the University's website and is included here for convenience during the Faculty's and the Trustees' review of this Handbook. Insofar as sections of this policy affect faculty members differently from other employees (e.g., the Complaint Procedure Diagram), they shall not be altered by the Administration without prior consultation with the Location Council Faculty Affairs Committees and notice to the Location Faculty Council Executive Committees.***

## **J. POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**

Pace University is strongly committed to maintaining a working and learning environment that is free from unlawful discrimination, harassment or retaliation. The University is an equal opportunity employer and an academic institution which strongly believes that all employment and academic decisions must be made without regard to whether an employee or student possesses characteristics protected by federal, state, or local law and this Policy ("protected characteristics").

All University officers, administrators, supervisors, staff, faculty members, students, visitors and applicants, as well as vendors, consultants and contractors with whom the University does business are prohibited from engaging in discrimination, harassment or retaliation in violation of this Policy.

If you believe that you have been discriminated against or subjected to harassment on the basis of any of the protected characteristics described in this Policy, or if you believe you have been retaliated against for making a good faith complaint of prohibited discrimination or harassment or for participating in an investigation into a complaint or report of prohibited discrimination or harassment, you may report such incident(s) to the persons identified in the Complaint Procedure set forth below.

University officers, administrators and other employees with managerial or supervisory authority (e.g., supervisors, directors, managers, Deans, Department Chairs, etc.) - must report any discrimination, harassment or retaliation that comes to their attention, regardless of whether a

complaint is made. All other University staff, faculty, students or third parties who have witnessed or learned of conduct prohibited by the Policy are strongly encouraged to promptly report it to the persons identified in the Complaint Procedure section of this Policy.

The University shall take prompt and appropriate corrective action whenever instances of alleged prohibited discrimination, harassment and/or retaliation come to its attention. The University is committed to investigating all instances of alleged or suspected prohibited discrimination, harassment and/or retaliation, including anonymous complaints or reports from anonymous sources, even if the victim of such discrimination, harassment and/or retaliation does not make a complaint, does not want the matter investigated or does not cooperate with the investigation.

### ***DEFINITION OF DISCRIMINATION***

Discrimination is the materially adverse treatment of an individual or group of individuals because they possess a protected characteristic. These characteristics include: sex, gender or gender identity; race; color; national origin; religion; creed; age; disability; citizenship; marital or domestic partnership status; sexual orientation; genetic predisposition or carrier status; military or veteran status; status as a victim of domestic violence, sex offenses or stalking and any other characteristics that may be protected by law.

The definition of discrimination includes: unequal treatment in regards to the terms and conditions of employment (*e.g.*, hiring, firing, compensation, benefits, assignment, transfer, recall, layoff, recruitment, testing, access to facilities and programs, training, etc.); and unequal treatment in terms of academic programs (*e.g.*, grading, class assignments, testing, internships, fellowships, work study, scholarships, access to facilities, admission to programs, etc.) based on a protected characteristic.

Prohibited discriminatory practices include:

- employment or academic decisions based on stereotypes or assumptions about the abilities, traits or performance of individuals with protected characteristics;
- denying employment or academic opportunities to a person because of marriage to or association with an individual with a protected characteristic.
- Discriminatory practices by third parties (*e.g.*, visitors, applicants, vendors, consultants, contractors, alumni, etc.) are also prohibited. The third party violates this Policy if it engages in conduct which affects the work or learning environment of University employees or students in a discriminatory, harassing or retaliatory manner prohibited by this Policy, while they are on the premises of the University or otherwise working or interacting with University students or employees.
- Both sexual harassment and sexual assault are forms of sex discrimination prohibited by this Policy.

### ***DEFINITION OF HARASSMENT***

A. Sexual Harassment. Harassment on the basis of sex is strictly prohibited by this Policy and is a form of discrimination prohibited by various statutes including Title IX of the Education Act Amendments of 1972, Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, Westchester County Human Rights Law and the New York City Human Rights Law. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or physical, verbal or visual conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic status (quid pro quo harassment);
- submission to, or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual (quid pro quo sexual harassment); or
- such conduct has the purpose or effect of interfering unreasonably with an individual's work or academic performance, or creating an intimidating, hostile, or offensive work or academic environment that is, or would be, offensive to a person of reasonable sensitivity and sensibilities (hostile environment sexual harassment).

This definition prohibits conduct which is intentional and also conduct which, regardless of intent, has the effect or impact of creating an intimidating, hostile or offensive working or learning environment on the basis of sex. Therefore, it makes no difference in determining whether conduct violates the Policy, that the person accused of violating this Policy ("Alleged Wrongdoer") was "just joking", "teasing" or being "playful" or had an evil motive. The fact that a person does not object to the alleged harassing conduct or does not request that the harassing conduct stop does not mean that he/she welcomes the conduct. Sexually harassing conduct includes, but is not limited to, such things as:

- offering employment or academic benefits in exchange for sexual favors;
- making or threatening reprisals after a negative response to sexual advances;
- engaging in visual conduct such as leering or making sexual gestures;
- displaying sexually suggestive or degrading objects, pictures, cartoons, posters;
- distributing sexually suggestive, pornographic or obscene material;
- using visual or audio electronic devices or media (such as radio, television, telephone, social media, computers, email, etc.) to broadcast, distribute or transmit sexually offensive statements, images or other material;
- making derogatory comments on the basis of sex; sexual propositions; sexually explicit jokes or jokes concerning gender-specific traits or sexual preference;
- making sexually explicit comments about an individual's body or clothing; comments about an individual's sexual desirability; or using sexually degrading words to describe an individual;
- engaging in verbal or written slurs, degrading or negative stereotyping; and
- engaging in physical conduct of a sexual nature such as touching, petting, pinching, impeding or blocking movements, or assault.

Examples of prohibited sexual harassment include, males sexually harassing females or other males, and females sexually harassing males or other females. Sexual harassment is also prohibited if it involves harassment by or of a co-worker, supervisor, officer, administrator, visitor, or person doing business with the University as defined by this Policy. Sexual harassment is also prohibited if it involves harassment by or of a faculty member or student, or between students.

B. Other Forms of Prohibited Harassment. Harassment on the basis of any of the protected characteristics, not just sex, is also prohibited. All of the above examples of inappropriate conduct also constitute prohibited harassment when the conduct occurs on the basis of a protected characteristic other than sex.

### ***DEFINITION OF SEXUAL ASSAULT***

Sexual assault is defined by the *University's Policies and Procedures Concerning Sexual Assault, Stalking and Domestic and Intimate Partner Violence*, as any unwanted physical contact, or attempts to have physical contact, of a sexual nature without the clear and express consent of both individuals, or under threat or coercion.<sup>36</sup>

### ***RETALIATION DEFINED***

Retaliation occurs when an adverse action is taken against an individual because the individual has engaged in an activity protected by law or this Policy. A retaliation claim is established if a person who engages in activity protected by law or this Policy, suffers an adverse action in their work or learning environment and there is a causal nexus between the adverse action and the protected activity. An adverse action is one that materially affects a term or condition of an individual's employment, education, living environment or participation in a University activity or program. It includes any conduct which would deter a reasonable person from engaging in protected activity.

### ***RETALIATION IS PROHIBITED***

Retaliation of any kind against an individual who makes a good faith report of unlawful discrimination or harassment, or who participates in an investigation into a complaint of prohibited discrimination or harassment, is strictly prohibited. Retaliation is prohibited regardless of whether the underlying complaint of discrimination or harassment is substantiated. If you believe you have been retaliated against for making a good faith complaint of prohibited discrimination or harassment, or for participating in an investigation into a complaint of prohibited discrimination or harassment, you may immediately report such incident(s) to the persons identified in the Complaint Procedure set forth below.

### ***LOCATION OF DISCRIMINATION, HARASSMENT OR RETALIATION***

This Policy prohibits discrimination, harassment and retaliation in the employment and academic environment of the University. That environment is not limited to the property boundaries of the University's campuses. The University's employment and academic environment extends throughout the United States and abroad, wherever the University's students and employees and those of third parties associated with the University participate in or support University activities and programs. Conduct and behavior at off-campus activities and programs (*e.g.*, off-campus classes or lectures, athletic events, development activities, alumni events, study abroad, etc.) are regulated by this Policy. The relevant inquiry focuses on whether prohibited conduct had an impact or effect on the work or learning environment of persons covered by this Policy. Therefore, the Policy may be

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<sup>36</sup> The *University's Policies and Procedures Concerning Sexual Assault, Stalking and Domestic and Intimate Partner Violence* is online at [http://www.pace.edu/general-services/sites/pace.edu/general-services/files/Safety\\_Security/Policy\\_Procedures/Sexual%20Assault%20Policy.pdf](http://www.pace.edu/general-services/sites/pace.edu/general-services/files/Safety_Security/Policy_Procedures/Sexual%20Assault%20Policy.pdf)

violated even if the prohibited conduct occurs off-campus or during an employee's, student's or third party's off-duty time.

### **COMPLAINT PROCEDURE**

This Complaint Procedure provides for (i) a prompt, appropriate and impartial investigation of any complaint of prohibited discrimination, harassment and/or retaliation; (ii) appropriate disciplinary action against an individual found to have engaged in prohibited discrimination, harassment or retaliation; and (iii) appropriate remedies for a victim of prohibited discrimination, harassment and/or retaliation.<sup>37</sup>

The persons listed below have been designated by the University as the individuals with whom complaints or reports of discrimination, harassment or retaliation prohibited by this Policy shall be filed:

Students:	Title IX Coordinator/Affirmative Action Officer, Campus Dean for Students, Vice President for Human Resources, University Counsel
Staff:	Title IX Coordinator/Affirmative Action Officer, Employee's Supervisor, Employee's Manager, Vice President for Human Resources, University Counsel
Faculty:	Title IX Coordinator/Affirmative Action Officer, Dean, Provost, Vice President for Human Resources, University Counsel

These persons will accept the complaint/report and refer it to the Title IX Coordinator/Affirmative Action Officer and other appropriate individuals to initiate an investigation in accordance with this Complaint Procedure.

### **THE COMPLAINT**

Complaints of prohibited discrimination, harassment and/or retaliation, or reports of such conduct, may be made verbally or in writing, but persons who make a complaint claiming to be a victim ("Complainants") or other persons reporting such conduct, are strongly encouraged to file a written complaint or a written report. Written complaints should be made using the Complaint Form annexed hereto as "Appendix A." Complaints or reports should be as detailed as possible and should include the name(s) of the individual(s) involved, the name(s) of any witness(es), when and where the complained of conduct occurred, direct quotes and/or evidence (*e.g.*, notes, emails, pictures, etc.) of the complained of conduct, indirect evidence (*e.g.*, statistical information reflecting discrimination), whether or not the conduct complained of has been reported to the University before and if so, when, to whom, and what the resolution of the previous complaint was.

If the Complainant or person reporting the alleged violation, requests confidentiality, the University will take reasonable steps to investigate and respond consistent with any such request. If the Complainant or person reporting the alleged violation, asks that the complaint or report not be pursued, or refuses to participate further in the investigation, they will be informed that their lack of participation may impede the investigation and resolution of the matter. The University shall have discretion to determine how best to proceed in investigating and responding in any such situations.

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<sup>37</sup> • If a tenured faculty member or full-time non-tenured faculty member prior to expiration of a contract of appointment is determined pursuant to this Policy to have engaged in prohibited discrimination, harassment or retaliation, any suspension or termination of such faculty member will be subject to the University's Academic Dismissal Policy and Procedure.

## ***TIMELINESS OF COMPLAINT***

There is no statute of limitations with respect to alleged violations of this Policy. However, Complainants or persons with knowledge of a violation are urged to report the alleged violation as soon as possible in order to permit the best possible investigation to be conducted. The availability and memory of witnesses and the availability of documentary evidence, particularly electronic evidence, may be diminished by the passage of time. University officers, administrators and employees with managerial or supervisory authority (e.g., supervisors, directors, managers, Deans, Department Chairs, etc.) must report any discrimination, harassment or retaliation that comes to their attention as soon as possible, regardless of whether a complaint is made.

## ***PRELIMINARY DETERMINATION***

Prior to the commencement of an investigation under this Policy, the Title IX Coordinator/Affirmative Action Officer shall make a preliminary determination as to whether the complaint or report of an alleged violation is within the scope of this Policy (whether the complaint or report is describing facts and/or making allegations, which, if true, would constitute discrimination or harassment based on protected characteristics or retaliation in violation of this Policy). If the Title IX Coordinator/Affirmative Action Officer determines that the complaint or report of an alleged violation is not within the scope of this Policy, the complaint or report will be referred to appropriate University administrators for their consideration in accordance with other applicable University policies.

## ***THE INVESTIGATION***

All complaints or reports of prohibited discrimination, harassment and retaliation, will be promptly and appropriately investigated by the Title IX Coordinator/Affirmative Action Officer or another individual or individuals selected from a trained pool of investigators. (The individual who investigates the complaint is hereafter referred to as the “Investigator.”) Investigators will advise Complainants of the availability of counseling, medical or other support services.

## ***SELECTION OF THE INVESTIGATOR***

In the ordinary course, the Investigator will be the Title IX/Coordinator/Affirmative Action Officer. However, if the Title IX Coordinator/Affirmative Action Officer is unavailable or has a conflict of interest, or the University determines due to the circumstances that another Investigator should investigate the complaint or report, then the Investigator will be selected from a pool of individuals from the University who have been trained in the requirements of this Policy, Title IX of the Education Act Amendments of 1972 and the employment discrimination statutes. Such training, in addition to ensuring Investigators understand what constitutes harassment, discrimination and retaliation, will also include the methodology for conducting investigatory interviews, gathering and summarizing evidence, writing reports and general investigatory techniques. Similarly trained individuals from outside the University, who may be attorneys, may also be selected to be the Investigator. Selection of an Investigator will be by the Chief Administrative Officer in consultation with the Title IX Coordinator/Affirmative Action Officer and University Counsel.<sup>38</sup>

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<sup>38</sup> In the event that the Chief Administrative Officer has a conflict of interest, another appropriate University Administrator will select the Investigator, in consultation with the Title IX Coordinator/Affirmative Action Officer

The following Complaint Procedure Diagram, identifies the persons to whom complaints will be referred and the Decision Makers and Appeal Officers who will be involved in resolving the complaint. As you can see, the identity of these persons varies depending upon whether the Alleged Wrongdoer is a student, faculty member, other employee, or a third party. In the event there is no actual complaint from a Complainant, the University will nonetheless address any report of a violation of this Policy by making a reasonable effort to follow the steps contained in the Complaint Procedure Diagram.

**Complaint Procedure Diagram (Insert phone numbers and email addresses)**

<b>Alleged Wrongdoer</b>	<b>Complaint Intake Person</b>	<b>Investigator</b>	<b>Decision Maker</b>	<b>Appeal Officer</b>
Faculty Member	<ul style="list-style-type: none"> <li>•Title IX Coordinator/Affirmative Action Officer</li> <li>•Dean</li> <li>•Provost</li> <li>•Vice President for Human Resources</li> <li>•University Counsel</li> </ul>	Title IX Coordinator/Affirmative Action Officer or Another Investigator From Trained Pool	Provost (with prior opportunity for comment/recommendation from the Faculty Review Committee)	President
Student	<ul style="list-style-type: none"> <li>•Title IX Coordinator/Affirmative Action Officer</li> <li>•Campus Dean for Students</li> <li>•Vice President for Human Resources</li> <li>•University Counsel</li> </ul>	Title IX Coordinator/Affirmative Action Officer or Another Investigator From Trained Pool	Campus Dean for Students	Provost
Staff	<ul style="list-style-type: none"> <li>•Title IX Coordinator/Affirmative Action Officer</li> <li>•Employee’s Supervisor</li> <li>•Employee’s Manager</li> <li>•Vice President for Human Resources</li> <li>•University Counsel</li> </ul>	Title IX Coordinator/Affirmative Action Officer or Another Investigator From Trained Pool	Vice President for Human Resources	Chief Administrative Officer

\_\_\_\_\_ and University Counsel.

**Complaint Procedure Diagram (Insert phone numbers and email addresses)**

<b>Alleged Wrongdoer</b>	<b>Complaint Intake Person</b>	<b>Investigator</b>	<b>Decision Maker</b>	<b>Appeal Officer</b>
Third Party	<ul style="list-style-type: none"> <li>•Title IX Coordinator/Affirmative Action Officer</li> <li>•Vice President for Human Resources</li> <li>•University Counsel</li> </ul>	Title IX Coordinator/Affirmative Action Officer or Another Investigator From Trained Pool	Chief Administrative Officer	Chief Financial Officer
President or Senior Executives who report to him/her	<ul style="list-style-type: none"> <li>•Title IX Coordinator/Affirmative Action Officer</li> <li>•Vice President for Human Resources</li> <li>•University Counsel</li> </ul>	Title IX Coordinator/Affirmative Action Officer or Another Investigator From Trained Pool	Executive Committee of Board of Trustees (with the recusal of the President and Chair of the Board of Trustees)	Chair of the Board of Trustees

***OBJECTIONS TO THE INVESTIGATOR, DECISION MAKER OR APPEAL OFFICER***

The Complainant or Alleged Wrongdoer may object to the participation of the particular Investigator, a member of the Faculty Review Committee (defined on page 11 of this Policy), the Decision Maker or Appeal Officer based on a conflict of interest or other facts suggesting that that the Investigator, Faculty Review Committee member, Decision Maker, or Appeal Officer is unable to fulfill his or her responsibilities in an impartial manner. Such objection must be made in writing to the Title IX Coordinator/Affirmative Action Officer prior to any recommendation or decision being issued by the person and in no event, later than two calendar days after the Alleged Wrongdoer or Complainant, if any, learn the identity of the person or persons who will be serving in these roles. In all cases except when the objection is to a member of the Faculty Review Committee, the Title IX Coordinator/Affirmative Action Officer will refer the objection to the Chief Administrative Officer, who will evaluate the objection and, in consultation with the Title IX Coordinator/Affirmative Action Officer and University Counsel, decide whether to uphold or deny the objection. If the objection is upheld, appropriate replacement or replacements will be selected by the Chief Administrative Officer in consultation with the Title IX Coordinator/Affirmative Action Officer and University Counsel.<sup>39</sup> If the objection is to a member of the Faculty Review Committee, the Title IX Coordinator/Affirmative Action Officer will refer the objection to the appropriate Location Faculty Grievance Committee. The Location Faculty Grievance Committee, in consultation with the Title IX Coordinator/Affirmative Action Officer and University Counsel, shall determine whether to uphold or deny the objection, and if the objection is upheld, select an appropriate alternate Faculty Review Committee member. The Chief Administrative Officer and the Location Faculty Grievance Committee shall set forth the reasons for their objection determinations in writing, which they shall

<sup>39</sup> In the event that the Chief Administrative Officer has a conflict of interest, another appropriate University Administrator will determine the objection and select an appropriate replacement or replacements, in consultation with the Title IX Coordinator/Affirmative Action Officer and University Counsel.

transmit to the Complainant, the Alleged Wrongdoer and the Title IX Coordinator/Affirmative Action Officer.

### ***CONDUCT OF THE INVESTIGATION***

During the course of the investigation, the Complainant and the Alleged Wrongdoer shall each be afforded an opportunity to present his/her version of the event(s) to the Investigator(s), provide the names of witnesses and any other evidence. Investigators shall determine who is present during the interviews. The Alleged Wrongdoer will have no right to directly question any witnesses, including the Complainant, or to be present during such questioning. Attorneys or other representatives for a Complainant, Alleged Wrongdoer or witness will not, as a general rule, be allowed to attend investigatory interviews. As part of their investigation, Investigators will also confer with the Title IX Coordinator/Affirmative Action Officer, the Vice President for Human Resources and University Counsel to determine whether the Alleged Wrongdoer has been the subject of any previous complaints, reports or investigations and whether the Complainant has made previous complaints or reports of prohibited discrimination, harassment or retaliation. The University will take immediate action as it deems necessary and appropriate, while investigating the complaint, to ensure there is no further discrimination, harassment or retaliation. All members of the University Community are urged to cooperate with this Complaint Procedure and any investigation being conducted by the University into a complaint of prohibited discrimination, harassment or retaliation. A failure to do so may impede the investigation and may result in unfortunate consequences such as adverse inferences being drawn, decisions being made based on the limited information available and, for University employees who refuse to cooperate, possible discipline up to and including discharge being imposed.

### ***CONFIDENTIALITY***

The University shall keep all complaints of prohibited discrimination, harassment and/or retaliation, and the investigation into such complaints, confidential to the extent reasonably possible consistent with the law and the University's obligation to conduct an appropriate investigation. In the event the information concerning the allegations becomes public, the University may respond or comment in a manner that it deems appropriate.

### ***INVESTIGATOR'S REPORT***

Following the completion of the investigation, the Investigator shall promptly prepare a written report of the investigation ("Investigation Report") that contains the following:

- a copy of any written complaint filed by the Complainant and if none was filed by the Complainant, then a written summary of the complaint or report prepared by the investigator;
- a copy of any document reviewed by the Investigator in connection with the investigation;
- to the extent known by the Investigator, the name(s) of the Complainant(s), the name(s) of the Alleged Wrongdoer(s), the name of every person interviewed by the Investigator in connection with the investigation and the name of any persons presented by the parties as witnesses and a summary of any evidence provided;

- the name of each individual the Investigator attempted to interview but did not interview in connection with the investigation, the attempts that the Investigator made to interview such individual(s), and the reason(s) why such individual(s) was not interviewed;
- a summary of each interview conducted by the Investigator in connection with the investigation;
- a list of the relevant facts that the Investigator found during the investigation;
- a recommendation based on the evidence obtained by and available to the Investigator as to whether or not the complaint alleging a violation of the Policy is substantiated or unsubstantiated using a preponderance of the evidence standard<sup>40</sup>;
- a description of any prior complaints made against the Alleged Wrongdoer and/or by the Complainant, the resolution of any prior complaints, whether any information from the previous complaints was relied upon by the Investigator in making any findings of fact or recommendations in the report<sup>41</sup>;
- a recommendation as to what, if any, remedial measure(s) (e.g., harassment training, etc.) should be taken in light of the complaint and/or factual determination; and
- a recommendation as to what, if any, disciplinary measure(s), including suspension or termination, should be taken against the Alleged Wrongdoer.

Upon completion of the Investigation Report, the Investigator shall forward it (including the findings of fact and recommendations) to the appropriate Decision Maker listed in the Complaint Procedure Diagram, or his/her designee. The time needed to complete an investigation will vary based upon several factors, including the complexity, severity and extent of the allegations. It is expected most investigations will be completed within twenty-one calendar days and only rarely will the investigation exceed forty-five calendar days.

If the Complainant or Alleged Wrongdoer is a faculty member, then the Investigator, at least five calendar days prior to submitting the Investigation Report to the Decision Maker, shall submit the report to a Faculty Review Committee. The Faculty Review Committee will consist of three faculty members selected from and by the appropriate Location Faculty Council Grievance Committee. The Faculty Review Committee shall have five days to submit their written comments/recommendation, if any, regarding the Investigation Report to the Decision Maker before the Decision is made.

## ***THE DECISION***

Within seven days of receiving the Investigation Report from the Investigator, the Decision Maker shall issue a written Decision (setting forth the basis therefor), which, in whole or in part: (i) accepts the recommendations contained in the Investigation Report; or (ii) rejects the recommendations in the Investigation Report. In making the Decision, the Decision Maker shall accept the Findings of Fact made by the Investigator if they are substantially supported by the evidence. If such Findings or Fact are not substantially supported by the evidence, the Decision

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<sup>40</sup> A preponderance of the evidence means to prove that something is more likely so than not so and does not require proof to an absolute certainty or beyond a reasonable doubt.

<sup>41</sup> Notwithstanding the existence of a prior complaint or complaints, a determination as to whether this Policy has been violated in a given situation will be based on the information obtained during the Investigation into that specific situation. However, if the Alleged Wrongdoer is found to have engaged in such prohibited conduct in the current case, then previous determinations of discrimination, harassment and/or retaliation may be considered by the Investigator, Faculty Review Committee, Decision Maker and Appeal Officer, with respect to the severity of remedial/disciplinary action in the current case.

Maker may reverse the Findings of Fact, modify them or remand the investigation to the Investigator or another Investigator for further action consistent with the Decision Maker's Decision. The Decision Maker shall promptly, no later than two calendar days, forward the Decision to the Investigator for transmission by the Investigator, within two calendar days, to the Alleged Wrongdoer and Complainant, if any, and the Faculty Review Committee if the Complainant or Alleged Wrongdoer is a faculty member. In addition, the Decision Maker shall forward the Decision to any University officials the Decision Maker believes should be made aware of the Decision.<sup>42</sup>

## **APPEALS**

Within five calendar days of the date of receipt of the Decision, the Complainant, if any, or the Alleged Wrongdoer may file a written appeal to the appropriate Appeal Officer listed in the Complaint Procedure Diagram. The appeal must include a detailed statement setting forth the ground(s) upon which the appeal is based. The sole grounds upon which a Complainant may base an appeal are as follows:

- material evidence exists that was not available to the Investigator or the Decision Maker during the investigation or prior to issuance of the Decision;
- the Investigator or Decision Maker made a substantial procedural error that may have affected the investigation or Decision;
- the Investigator or Decision Maker had a conflict of interest that may have affected the investigation or Decision and was not known to the Complainant prior to the investigation or issuance of the decision; and/or
- any disciplinary measure to be taken against the Alleged Wrongdoer is inadequate.

The sole grounds upon which an Alleged Wrongdoer may base an appeal are as follows:

- material evidence exists that was not available to the Investigator or Decision Maker during the investigation or prior to the issuance of the Decision;
- the Investigator or Decision Maker made a substantial procedural error that may have affected the investigation or the Decision;
- the Investigator or Decision Maker had a conflict of interest that may have affected the investigation or Decision and was not known to the Alleged Wrongdoer prior to the investigation or issuance of the Decision;
- any disciplinary measure(s) to be taken against the Alleged Wrongdoer is excessive.

Within five business days of receiving a timely appeal, the appropriate Appeal Officer shall request that the Investigator forward to the Appeal Officer: (i) the Investigation Report and investigative file; (ii) the Decision made by the Decision Maker; and (iii) the Investigator's written communications to the Complainant and Alleged Wrongdoer informing each of the outcome of the investigation. Upon receiving such a request, the Investigator shall promptly forward these

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<sup>42</sup> If the Complainant or Alleged Violator is a faculty member, the Decision Maker shall not issue a decision until after the earlier of his or her receipt of the Faculty Review Committee's comments/recommendations or the expiration of the five calendar day Faculty Review Committee Investigation Report comment period. If the Decision Maker remands such investigation to the Investigator or another Investigator for further action, upon completion of the revised Investigation Report, the Investigator shall deliver the revised Investigation Report to the Faculty Review Committee, which shall have a new five calendar day period within which to provide their comments/recommendations with respect to such revised Investigation Report and forward it to the Decision Maker.

documents to the Appeal Officer. Upon receiving these documents, the Appeal Officer shall decide the appeal, with the burden on the appealing party to prove one or more of the limited grounds for appeal by a preponderance of the evidence. The Appeal Officer shall have discretion to stay implementation of the Decision while the appeal is pending. The Appeal Officer shall issue a written appeal decision within five days following receipt of the material from the Investigator and transmit the decision to the Investigator, the Decision Maker, the Complainant, if any, and the Alleged Wrongdoer. In addition, the Appeal Officer shall forward the appeal decision to any University officials the Appeal Officer believes should be made aware of the appeal decision.

### ***MISCELLANEOUS PROVISIONS***

- All time periods may be extended by the University for good cause shown.
- In the event the allegations of discrimination, harassment or retaliation are involved with other violations of University policies, the University reserves the right to select the process or processes to be used to determine all charges that arise out of the same incidents and/or allegations and whether any overlapping procedures are to be utilized sequentially, simultaneously or not at all. In the event a criminal investigation is also being conducted into events that are the subject of an investigation under this Policy, it will not delay the University's investigation into the same matter. However, the University may decide to coordinate its investigation with evidence being gathered during the criminal investigation.
- The Title IX Coordinator/Affirmative Action Officer is \_\_\_\_\_ and he/she shall have responsibility for oversight and implementation of this Policy. The Title IX Coordinator/Affirmative Action Officer will also serve as the centralized record keeper of records concerning complaints and investigations and will ensure that Investigators and Decision Makers under this Policy are made aware of prior complaints and investigations involving Alleged Wrongdoers. Additional records concerning complaints and investigations may also be maintained by the Vice President for Human Resources and University Counsel.
- Students may utilize this Complaint procedure and/or they may complain directly to the Office of Civil Rights of the Department of Health and Human Services. Their website is [WWW.HHS.gov](http://WWW.HHS.gov).
- At any time after a complaint is made, the University, Complainant and Alleged Wrongdoer may decide an attempt should be made to informally resolve the complaint through informal methods such as mediation. However, Sexual Assault cases shall not be mediated.
- The President or his or her designee may take steps that he or she may deem necessary and appropriate, on an interim basis during the pendency of an investigation or appeal, to protect the Complainant, the Alleged Wrongdoer, or any other member(s) of the University community, and/or to protect the interests of the University. Such steps may include actions intended to separate individuals or minimize contact between them such as allowing students to change academic or living situations, temporarily transferring or suspending students, staff or faculty, or any other action deemed necessary and appropriate.
- Any suspension or termination of a tenured faculty member or full-time non-tenured faculty member prior to expiration of a contract of appointment will be subject to the University's Academic Dismissal Policy and Procedure.

All questions about this Non-Discrimination and Anti-Harassment Policy should be directed to the Title IX Coordinator/Affirmative Action Officer or University Counsel.



**EXAMPLE OF ACKNOWLEDGMENT OF RECEIPT OF  
PACE UNIVERSITY’S POLICY AGAINST DISCRIMINATION, HARASSMENT AND  
RETALIATION**

By my signature below, I acknowledge that I have received a copy of Pace University’s Policy against Discrimination, Harassment and Retaliation. I agree to read this Policy thoroughly, and if I do not understand any aspect of this Policy I will seek clarification from

\_\_\_\_\_.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**K. UNIVERSITY POLICY ON INDEMNIFICATION**

Potential legal liability is a significant concern for academic administrators, including department chairpersons, Deans and the Provost and faculty members who perform their regular duties and serve on University, College or School and department committees or in other capacities at the request of the University. Academic administrators and faculty members have access to legal advice from University Counsel to assist them in complying with University policies and procedures and legal requirements pertaining to those activities. Faculty members named as defendants or respondents in legal proceedings by reason of their actions on behalf of the University are indemnified in accordance with the University Indemnification Policy adopted by the University’s Board of Trustees. The Indemnification Policy is set forth in Article V of the By-Laws of the Trustees of Pace University<sup>43</sup>. In accordance with this Policy, employees of the University including faculty members, are indemnified for defense expenses and damages if they are made or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that the indemnified person is or was employed by the University or is serving or served, in any capacity at the request of the University. However, the University shall not indemnify any person under the By-Laws if either the Board of Trustees in good faith or a judgment or other final adjudication adverse to the indemnified person (or to the person whose actions are the basis for the action or proceeding) establishes that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. In any review by the Board of Trustees as to whether a faculty member acted in bad faith, the faculty member shall be presumed not to have acted in bad faith if the faculty member acted with the prior approval of his or her Dean following full disclosure to the Dean of the facts relevant to the faculty member’s good or bad faith.

<sup>43</sup> (Insert link to Article V of the Trustees By-Laws)