



# **Faculty Manual**

**January 1, 2024**

**Union College**  
807 Union Street  
Schenectady, NY 12308

# Faculty Manual Sections

Section I – Salary and Fringe Benefits

Section II – Faculty Appointments, Tenure, Promotion, Leaves

Section III – Teaching Regulations and Procedures

Section IV – Faculty Constitution

Section V – Ethics and Conduct

Section VI – Sundry Matters



## **Faculty Manual**

### **Section I Salary and Fringe Benefits**

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## **I. SALARY PAYMENTS**

Faculty contracts for the academic year are paid on a semi-monthly basis over 12 months. Salary payments commence September 1 and continue on the first and fifteenth of each month, with the last installment on August 15.

When first appointed, but before a faculty member can formally start work at the College the following forms must be completed and returned to Human Resources.

- Letter of Appointment and Pay Notice for Exempt Employees.
- Faculty Appointment Attestation Form.
- Federal Income Tax Withholding Certificate - Form W-4.
- Legal Proof of Identity and Employability - Form I-9.
- Background Check Form

## **II. DECLINATION OF SALARY OR STIPEND**

In any case in which an employee, part-time or full, or speaker wishes to give any or all of a salary or stipend received from the College back to the College, it will be necessary for the following conditions to pertain:

- The salary or stipend must be offered to the employee or speaker in writing prior to the written indication from the employee or speaker that they wish to return all or part of the salary or stipend to the College.<sup>1</sup>
- A written declination to accept any or all of the fund must be obtained. It is possible for the donor in this case to designate the use of such foregone funds, and any such designation will accompany the written declination.
- The employee or speaker must be notified in writing that the entire salary or stipend will be reported to the Internal Revenue Service.
- The written offer and declination should be passed on to the Comptroller's office for processing and coordination with the Gift Records Office.

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<sup>1</sup> This manual is utilizing the singular "they" for purposes of inclusivity. Plural subjects will be named as necessary for clarity.

### **III. GENERAL BENEFIT INFORMATION**

The College has established a variety of employee benefit options and a flexible benefit program. The following is a brief summary of these options. Complete plan descriptions are contained in plan documents and Summary Plan Description booklets. Copies of these documents are available from Human Resources and are on the Human Resources website. In the event of any contradiction between the information appearing in this manual and the information that appears in the plan documents, the plan documents shall govern in all cases. For more complete information regarding any benefit, please contact Human Resources or consult the Human Resources website.

#### **A. Reservation of Rights**

While it is the College's intent to continue all current benefit plans and policies, the College reserves the right, at any time, to amend or terminate any of the plans or to change contribution levels toward benefits, change carriers, and modify the scope of contracted coverage, at its sole discretion and for whatever reasons it considers appropriate with or without prior notice (unless prior notice is required by law). The Reservation of Rights provision pertains to all current, former, and retired employees and applies to any and all benefits offered by the College. No oral statement made by a representative of the College may contradict this Reservation of Rights provision.

#### **B. Flexible Benefits Program**

The College has adopted a comprehensive Flexible Benefits Program (Flex Plan) that gives an employee the opportunity to choose the type of benefits and the level of benefits that meet their personal needs.

This Flex Plan provides an employee with "flex dollars" and the freedom to select medical, dental, vision, life insurance, disability insurance, personal insurance and dependent life insurance. The Flex Plan includes a cash-out option for an employee who does not need the College's medical insurance coverage and a Medical Premium Rebate program for an employee with household adjusted gross income below a stated threshold. Additional "flex dollars" are available for claiming "Head of Household." Also, Health Care and Dependent Care Flexible Spending Accounts allow any employee to set aside tax-exempt dollars for certain unreimbursed health and/or dependent care expenses.

An employee participates in the Flex Plan and enrolls for eligible benefits at the time of hire (within 90 days) and during open enrollment, held in the fall of every year. An employee



may change coverage during open enrollment or within 30 days of a qualifying event. A qualifying event is defined as: addition of a dependent child (as specified in IRS Section 152) by birth or adoption, addition or loss of a dependent child through a change in legal responsibility for the child's medical coverage or attainment of age 25, spouse's or domestic partner's termination or commencement of employment, change in employment status from full-time to part-time or from part-time to full-time, death of spouse, domestic partner, or dependent child, divorce, legal separation, marriage, unpaid leave for employee, spouse, or domestic partner, or loss of coverage through spouse's or domestic partner's employment.

### **C. Benefit Eligibility**

Refer to the Human Resources website on Insurance and Tuition Program Eligibility & Requirements.

### **D. Domestic Partnership Policy**

Refer to the Human Resources website on the Domestic Partnership Policy, Affidavit, and Termination.

### **E. Medical, Dental and Vision Insurance**

Refer to the Human Resources website on Medical Insurance, Dental Insurance, and Vision Benefits.

### **F. Prescription Program**

Refer to the Human Resources website on Pharmacy Benefits.

### **G. Employee Assistance Program**

Refer to the Human Resources website on Employee Assistance Benefits.

### **H. Wellness Benefits**

In the interest of employee health and well-being, and to assist in improving overall health, the College provides a variety of wellness and health management programs. Programs may include flu shots, cholesterol screenings, weight control programs, smoking cessation and health risk assessments. The Athletics Department and the Theatre and Dance

Department offer various fitness activities. The College medical plans also contain many wellness benefits.

An employee has free membership and use of the fitness center, pool, and facilities for basketball, squash, racquetball, track, ice-skating and tennis. Recreational access cards are available for a one-time fee of \$20 for a spouse or domestic partner, and for dependent children ages 16-22. All children under age 16 must be accompanied by an employee or recreational access card holder. An employee is allowed up to 3 immediate family member guests at no charge or non-family member guests for \$5 per visit. Dependents are not allowed to bring guests.

### **I. Health Care and Dependent Care Flexible Spending Account**

Refer to the Human Resources website on Medical and Dependent Care Reimbursement Accounts.

### **J. Life Insurance and Accidental Death & Dismemberment Insurance**

Refer to the Human Resources website on Life Insurance/Supplemental Life and Accidental Death and Dismemberment Insurance.

### **K. Short Term Disability Insurance**

Faculty members absent due to illness, injury or other qualifying medical condition will receive continuation of full salary for up to three months plus one additional week for each year of service to a maximum of six months. Should the disabling condition begin during the academic year, the full salary period will commence on the actual disability date. Should the disabling condition begin during July or August, the full salary period will commence on September 1. If the disabling condition continues through July and August, and the period during which full salary is continued has not elapsed, then July and August will count towards the period during which full salary is continued. Should the faculty member return to work and then experience a relapse, the continuation of full salary for up to three months plus one additional week for each year of service will start all over again. Full benefits will continue for the duration of the short term disability.

To receive full salary continuation, a faculty member must submit an appropriate physician's statement to Human Resources, indicating date of disability, job limitation/inability to perform job responsibilities, and length of disability/potential return

to work date. To return to work, a faculty member must submit a physician's statement to Human Resources indicating ability to return to regular/modified job responsibilities and a return to work date.

The work of the absent person has been customarily carried out by other members of the faculty during their absence, except when the absence was of such duration as to cause a material deficiency in teaching, or of such a duration as to impose undue hardship on the members of the faculty. In such event, the Vice President for Academic Affairs/Dean of Faculty will consider obtaining a replacement.

These provisions are effective for full-time faculty. Proportional provisions will be made for part-time faculty members.

#### **L. Long Term Disability Insurance**

Refer to the Human Resources website on Long Term and Supplemental Long Term Disability Insurance.

#### **M. Dependent Life Insurance**

Refer to the Human Resources website on Dependent Life Insurance.

#### **N. Personal Insurance (Auto, Home, Renters and Other)**

Refer to the Human Resources website on Auto, Home, Renters or other Personal Insurance.

#### **O. Retirement Plan and Supplemental Retirement Accounts**

Refer to the Human Resources website on Retirement Plans.

#### **P. 457(b) Deferred Compensation Plan**

The College has a Deferred Compensation Plan for its officers and other highly compensated employees. The College does not make any contribution to the plan. An eligible employee may elect to make personal contributions by payroll reduction. The amount that may be tax-deferred is determined by the Internal Revenue Code. The College has designated TIAA/CREF as the manager of the 457(b) Deferred Compensation Plan.

**Q. Retirement Policy**

Refer to the Human Resources website on Benefits.

**R. Business Travel Accident Insurance**

Refer to the Human Resources website on Business Travel Insurance.

**Long Term Care Insurance**

Refer to the Human Resources website on Long Term Care Insurance.

**S. Unemployment Insurance**

All employment at the College, with the exception of student employment, is covered under the provisions of the New York State Unemployment Insurance Law. The College pays the full cost for this benefit.

**T. Social Security and Medicare**

In accordance with federal law, a percentage of each employee's salary is deducted to cover Social Security benefits that may include retirement payments, Medicare benefits, death benefits, disability insurance, and monthly income payments to certain dependent survivors of covered workers. These percentages are mandated by law and are equally matched by a College contribution to Social Security.

**U. Worker's Compensation**

Refer to the Human Resources website on Work Related Injury - Workers' Compensation & Return to Work.

#### **IV. TUITION REMISSION AND SCHOLARSHIPS**

Refer to the Human Resources website for the following policies related to tuition benefit programs, the Clarkson University Educational Assistance Plan, and the Employee Scholarship Program. Additional forms related to the plans can be found on the ***Human Resources Benefits website***.

##### Tuition Benefit Programs

- Employees signing appointment or employment letters on or prior to July 1, 2011
- Employees signing appointment or employment letters after July 1, 2011

##### Clarkson University Educational Assistance Plan

- Union College & Clarkson University Educational Assistance Plan for Employees
- Union College & Clarkson University Educational Assistance Plan for Dependent Spouses & Domestic Partners

##### Union College Employee Scholarship Program

- Union College Employee Scholarship Program

## **V. OTHER BENEFITS**

### **A. Moving Expenses**

Refer to the Human Resources website on Moving Expenses.

### **B. Apartment Assistance**

Refer to the Human Resources website on Housing - Apartments.

### **C. College Park Home Loan Assistance Program**

The College Park Home Loan Assistance Program offers assistance to a regular full-time employee, with at least two years of service, who purchases a home in the College Park neighborhood. The College will provide a maximum of \$5,000 in the form of a forgivable loan (at the rate of 20% per year) to pay for required contract deposits, appraisals, inspections and other related closing costs.

### **D. Survivor's Benefits**

Should a faculty member die during the academic year (not on long term disability or retired), the family/estate will receive a pro rata portion of the faculty member's annual salary. The percent of salary to be paid will be dependent upon the percent of the assigned academic services completed at the time of death. In addition, as a widow's/widower's benefit, the College will provide to the surviving spouse of a deceased full-time faculty member a gift amounting to 1/10 of the faculty member's annual salary.

The surviving spouse/family is also eligible for lifetime continuation of enrolled insurance benefits. An employee who has met the tuition remission and scholarship program requirements and has at least ten consecutive years in the College's employ may have their surviving children participate in the tuition remission and scholarship program.

### **E. ERISA Rights**

An employee is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants in the College's benefit plan shall be entitled to:

- Examine, during normal working hours at Human Resources, all plan documents, master copies of insurance contracts, and copies of all documents required by the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all, or any of the above documents, at a reasonable cost.
- Receive, upon request, a summary of the plan’s annual financial report.

ERISA imposes certain duties on administrators of the College’s benefit plan, including the duty to administer the plan prudently in an employees’ best interest. An employee shall not be retaliated against for exercising their rights under ERISA.

#### **F. Continuation of Group Health Benefits**

An employee and their dependents covered under the College health plan may be eligible for the continuation of those benefits at the time employment ends. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides that an employee who loses group benefit coverage due to a “qualifying event” other than termination for “gross misconduct” is eligible to continue benefits at their own cost.

#### **G. Recognition Programs**

The College recognizes the contributions, accomplishments, and valued service of employees through special programs, in campus publications, and on the College website. College departments will often recognize an employee on special occasions and for excellence at work.

The Annual Recognition Program provides public recognition and demonstrates appreciation for an employee when they reach ten years of service and at five-year milestones thereafter. The Annual Recognition Program is also a time when the College recognizes the contributions of retiring employees.

The Annual Quarter Century Club Dinner, held by the President, honors employees with 25 or more years of service.

U ARE A TREASURE is a program that recognizes and rewards special effort or exemplary performance by an employee. An employee can be nominated at any time by anyone who thinks the employee has done something “extra” in the course of their employment.

## **H. Discounts**

Throughout the year, Human Resources offers numerous discount programs including Broadway show and New York City activity tickets, golf calendars, amusement park tickets, and vacation get-away information.

## **I. Hotel Discounts**

Refer to the Human Resources website on Hotel Discounts.

## **J. Computer Loans**

Refer to the Human Resources website on Computer Loan.

## **K. Second Mortgage Program**

This program was established and approved by the Board of Trustees in 1956. In accordance with the privacy provisions of the Gramm Leach Bliley Act, second mortgage loans are to be made available to full-time administrators and faculty members. Such loans are to be issued directly by the College to the employee for the purpose of purchasing homes in the Schenectady area.

How the program works:

- Employee signs note and mortgage to the College.
- The attorneys for the College handle all the paperwork with the employee.
- The legal fees incurred by the College are to be paid by the employee.
- The maximum loan amount available is \$15,000 and the maximum repayment period is 15 years.
- The interest rate on loans granted by the College in this program will be based upon the net yield on Federal National Mortgage Association (Fannie Mae) fixed rate bonds with a 15 year maturity (or less as applicable) plus 1%. The interest rate is to be fixed on the third business day prior to closing.
- The College issues a check to the employee.
- The College collects monthly payments from the employee through automatic payroll deduction.
- The loan balance outstanding will be reviewed annually by the Finance Office. The current authorized total amount available for loans shall not exceed \$250,000.



**L. College Plot in Vale Cemetery**

A faculty member, their spouse, domestic partner, and unmarried children have the privilege of interment in the College plot in Vale Cemetery without charge for the plot assigned. Provision for additional plots for other family members may be voted by the Board of Trustees in exceptional circumstances. The family is responsible for furnishing adequate markers and for the upkeep of the area assigned. A “perpetual care” plan may be purchased from the Vale Cemetery Association.

**M. Credit Union**

Refer to the Human Resources website on Federal Credit Unions.

## **VI. PERSONAL LEAVES**

***Please note:** For medical leaves, including the birth of a child, please consult Section I-III-K (Short-Term Disability Insurance) and Section I-III-L (Long-Term Disability Insurance). Also, for leaves related to professional development, refer to Section II-VII (Leaves Related to Professional Development).*

### **A. Family and Medical Leave (FMLA)**

This policy statement is a summary of the Family and Medical Leave Act (FMLA) of 1993. The FMLA is specific in its scope of coverage and will be the determining factor in final interpretation of leave provisions. An employee should contact the Human Resources Office for information about specific situations.

To be eligible for FMLA leave, an employee must: (i) have been employed by the College for at least 12 months; (ii) have worked at least 1,250 hours during the 12-month period immediately preceding the first day of leave; and (iii) work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

FMLA leave is intended to run concurrently with the provisions of College sick leave policy, New York State Disability Insurance, Workers' Compensation Insurance, Long Term Disability Insurance, and/or accrued personal and vacation time. The provisions of this policy apply only to family and medical leave circumstances covered by the FMLA. The provisions for personal leave of absence under other existing College policy are not changed and cannot be substituted for the provisions covered by the FMLA.

To the extent allowed by law, an employee on an approved FMLA leave will be required to use all accrued, unused vacation, sick and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay. During an approved FMLA leave, the employee will remain covered under the College's health insurance plans on the same conditions as coverage would have been provided had the employee not been on leave; provided the employee continues regular contributions. Upon requesting a leave, an employee will be advised of the procedures for making their health care premium contributions during the leave period. If the employee fails to return to active employment for at least 30 calendar days after an unpaid FMLA leave, the College may exercise its right to recover its share of health insurance premiums from the employee, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control. Other benefits (such as

retirement, life insurance, and long-term disability) will be governed by the terms of each benefit plan.

An employee who returns from an approved FMLA leave will retain the same benefit status they held prior to going on leave. Use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of an employee’s FMLA leave (unless such accrued benefits, such as paid leave, were used during FMLA leave). All benefits that operate on an accrual basis (e.g., vacation, sick and personal days) will cease to accrue during any period of FMLA leave that is unpaid.

### **1. Leave Entitlement**

The College will grant a leave (“FMLA leave”) of up to a total of 12 workweeks during any 12-month period (as defined herein) to an eligible employee for:

- a. The birth, adoption, or foster care placement of a child and to care for such a child;
- b. The care of the employee’s spouse, domestic partner, child or parent who has a serious health condition; and
- c. The employee’s own serious health condition that makes the employee unable to perform the functions of their position.

FMLA leave may also be taken for two types of Military Family Leave:

**Qualifying Exigency Leave:** Eligible employees with a spouse, domestic partner, son, daughter, or parent on “Covered Active Duty” may use their 12-week leave entitlement to address certain qualifying exigencies. “Covered Active Duty” means, in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; in the case of a member of a reserve component of the Armed Forces, “Covered Active Duty” means duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty. Qualifying exigencies may include short-notice deployment, military events and related activities, arranging for alternative childcare and certain other childcare and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment activities, rest and recuperation, and other activities that the employee and the employer agree upon.

Military Caregiver Leave (also known as Covered Service member Leave): A special leave of up to 26 weeks during a “single 12-month period” for an eligible employee who is the spouse, domestic partner, child, parent, or next of kin of a Covered Service member to care for the Service member. “Covered Service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty. “Covered Service member” also means a veteran who is undergoing treatment for a serious illness or injury incurred in the line of active duty and who was a member of the Armed Forces, including the National Guard or Reserves, within the five years preceding the treatment. The “single 12-month period” for the purpose of this type of leave begins on the first day the eligible employee takes FMLA leave to care for a Covered Service member and ends 12 months after that date.

The maximum amount of leave for any FMLA-qualifying reason that may be taken in any 12-month period is 26 weeks, provided that no more than 12 weeks of leave may be taken for any FMLA-qualifying reason other than Military Caregiver Leave.

For purposes of this policy, a “serious health condition” generally means an illness, injury, impairment, or physical or mental condition that involves either (1) an overnight stay in a medical care facility (i.e., hospital, hospice, or residential medical care facility), or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Medical leave for an employee’s own serious health condition, a serious health condition of an employee’s immediate family member, or for Military Caregiver Leave, may in some cases be taken on an intermittent or reduced schedule basis when medically necessary (as distinguished from voluntary treatments and procedures) and if it is determined that the employee’s medical needs can best be accommodated through an intermittent or reduced leave schedule. Certification

from an employee’s health care provider of the medical necessity of intermittent leave or leave on a reduced schedule will be required. An employee needing intermittent FMLA leave or FMLA leave on a reduced schedule must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the College’s operations. Qualifying Exigency Leave may also be taken on an intermittent basis. An employee may be assigned to an alternative position with equivalent pay and benefits that better accommodates the employee’s intermittent or reduced leave schedule. FMLA leave for the birth or placement of a child for adoption or foster care with the employee may not usually be taken on an intermittent or reduced leave schedule basis.

For all FMLA leave other than Military Caregiver Leave an eligible employee may take up to 12 weeks of leave in any rolling 12-month period measured backward from the date an employee uses any such FMLA leave. This means that at any point in time, the amount of leave available for such FMLA leave is 12 weeks less the amount of leave used during the preceding 12 months. For the purpose of the Military Caregiver leave, a “single 12-month period” is used, which is measured differently; as noted above; the “single 12-month period” for the purpose of this type of leave begins on the first day the eligible employee takes FMLA leave to care for a Covered Service member and ends 12 months after that date.

Military Caregiver Leave Limits: This leave is to be applied on a per-covered-Service member, per-injury basis such that an eligible employee may only take one 26 week period of leave for the same Service member with the same injury; however, an eligible employee may be entitled to take more than one period of 26 weeks of leave if the leave is to care for different Service members or to care for the same Service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

Special Limitations on Leaves: If the College employs both spouses and both spouses request leaves for the birth, adoption or foster care placement of a child, for the care of that child, or to care for a parent with a serious health condition, then the aggregate, combined leave for both employees for that purpose shall be limited to 12 weeks during any rolling 12-month period. FMLA leave for the birth, adoption or foster care placement of a child or for the care of that child must be completed within 12 months of the child’s birth, adoption or foster care placement. If the College employs both spouses and one or both spouses take Military Caregiver Leave, they are limited to a combined total of up to 26 weeks of leave during the single 12-month period depending upon the type and length of leave taken.

An employee who has questions concerning qualification for leave under the FMLA is advised to consult with their immediate supervisor, department head, or Human Resources.

## **2. Job and Benefit Protection**

Upon return to active work from an approved FMLA leave, to the extent required by law, most employees will be restored to their former position or, if their former position has been filled or is no longer available, to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Medical, dental, vision, life, and long-term disability benefits will remain in effect during the leave on the same basis and premium sharing/payments as if not on leave. College contributions to the retirement plan will not be made during the leave period unless pay has continued under an approved paid leave category. Accrual of benefits or eligibility for benefits based upon time worked or length of employment will not continue during the unpaid leave.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **3. Procedure for Securing Leave**

When the need for leave is foreseeable, an employee should submit a written leave request to their immediate supervisor and/or department head, a minimum of 30 days prior to or as soon as practical from the beginning date of the leave. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the College's normal call-in procedures. An employee must provide sufficient information for the College to determine the anticipated timing and duration of the leave and if the leave qualifies for FMLA protection. Circumstances qualifying for FMLA protection may include:

- a. employee is unable to perform job functions,
- b. family member is unable to perform daily activities,
- c. the need for hospitalization or continuing treatment by a health care provider,
- d. circumstances supporting the need for military leave.

An employee must inform the College if the requested leave is for a reason that FMLA leave was previously taken or certified.

Certification of Serious Health Condition: The College may condition its approval of a leave for purposes of personal or family illness or to care for a Service member on the employee's submission of a satisfactory medical certification from the employee's, family member's, or Service member's health care provider. The College will provide the employee with the certification form for this purpose, and it is the employee's responsibility to ensure that the health care provider submits a fully completed form to the College within 15 days. The College may, in its discretion and at its expense, require the employee to obtain second or third medical opinions from independent health care providers. The College may also require certification for Qualifying Exigency Leave. The employee must provide a complete and sufficient certification to the College; if the employee does not, the College will give the employee seven calendar days to cure any such deficiency. The College may also require an employee on leave to submit periodic recertifications throughout the leave, but generally will not do so more often than every 30 days unless there is a change in circumstances or other circumstances warranting an earlier recertification. Failure to provide an appropriate certification or recertification, upon request, may result in the denial of leave.

Periodic Status Reports: The College may require an employee on leave to report periodically on the employee's status and intent to return to work.

Reinstatement from Leave and Fitness-for-Duty Certification: An employee who has complied with their obligations under this policy will be reinstated to the position they held prior to leave or to an equivalent position, unless business conditions resulted in the elimination of the employee's former position during the leave or the employee would not otherwise have continued to be employed had they continued in active employment. The College, however, may refuse to restore those employees considered to be "key," for purposes of the Family and Medical Leave Act, to their previous positions under certain circumstances. An employee who has taken a leave in excess of five days for their own serious health condition must submit a medical certification from their health care provider verifying that the employee is able to return to work and perform their regular job duties. Reinstatement may be delayed until a satisfactory medical certification has been provided. If the employee does not provide either a fitness-for-duty certification or a new medical certification for a serious health condition at the time FMLA leave for the employee's own serious health condition is concluded, the employee's employment may be terminated.

## **B. Faculty Parental Leave**

To assist and support faculty members with new child care responsibilities, Union College provides paid parental leave. This policy applies to care for children born or adopted on or after July 1, 2020 and supersedes the College’s adoptive parent leave policy.

### **1. Eligibility**

- a. Faculty members who hold a tenure-track appointment, a tenured appointment, or a continuing appointment of at least three years and who have worked at the College for at least one year are eligible for parental leave for the birth or adoption of a child. The faculty member must be the birth or adoptive parent or the spouse or domestic partner of such a parent. A faculty member who adopts a spouse or partner’s child(ren) is not eligible for Parental Leave.
- b. Union College defines “primary caregiver” as a faculty member who has primary care responsibility for the child(ren) for a significant portion of the day during the regular work week during the period of the parental leave. An employee taking full parental leave will be required to sign an affidavit verifying that they are the primary caregiver for the period in question.

### **2. Benefits**

- a. Eligible full-time faculty who are serving as the “primary caregiver” receive a two-course release, without loss of salary or benefits. The two-course reduction must be taken in one term. Eligible faculty members with an FTE between .50 and 1.0 receive a pro-rated paid parental leave benefit equivalent to a one-course release. Faculty who are scheduled to teach more than two courses teaching load (8 contact hours) for the term of release should work with the Dean of Academic Departments and Programs on course scheduling.
- b. The “primary caregiver” is entitled to release of both teaching and non-teaching faculty responsibilities during Parental Leave.
- c. The “secondary caregiver” is eligible for a one-course release (with other duties remaining the same), without loss of salary or benefits. Faculty members can receive either the primary or secondary caregiver benefits, but not both.
- d. Parental leaves must be completed within twelve months of the birth or the arrival of the adopted child. The timing of the leave should be requested from the Dean of Faculty in consultation with the department chair as soon as possible, but at least one term in advance.



- e. The benefits of parental leave are the same for a single birth and for multiple births (e.g., twins, triplets) and for the adoption of one child or multiple children through a single adoption proceeding.
- f. If appropriate, the College will provide staff for course replacements; if the courses are replaced, the College, not the parent, is responsible for finding a faculty member to teach these courses.
- g. Parental leave typically does not affect sabbatical eligibility.

### **3. Coordination with Other Leaves Policies**

- h. Parental leave runs concurrently with, is coordinated with, and may not extend any paid and/or unpaid leave benefits, including short term disability and the Family Medical Leave Act (FMLA), consistent with applicable law. Nothing in this policy precludes an eligible employee from taking any remaining available disability or FMLA leave following the expiration of Parental Leave, in accordance with the College's FMLA policies and applicable law.

### **4. Application for Benefits**

- i. Eligible employees should contact Human Resources to initiate a request for parental leave. Human Resources will provide the employee with a Primary Caregiver Affidavit that must be completed by the faculty member(s) and approved by the College in order to receive parental leave.

### **5. Non-Discrimination**

- j. Union College will not discriminate or retaliate against any employee who takes leave covered by this policy. Parental leave is provided to eligible employees without regard to gender, gender identity or expression, sexual orientation or any other basis protected by law. Any employee who believes they have been subject to discrimination or retaliation is encouraged to report it promptly to the Department Chair, the Dean of the Faculty, and/or the office of the Title IX Coordinator and Director of Equal Opportunity.

## **C. Personal Leave of Absence without Pay**

A faculty member may request a personal leave of absence without pay. Leaves may be renewed, though normally do not exceed the equivalent of one academic year. Requests for a personal leave or renewal of leave should be submitted to the department chair at

the earliest possible time so that arrangements can be made to fulfill personnel needs. Requests should be forwarded by the department chair to the Dean of the Faculty's Office for approval.

A faculty member should arrange to continue Flex Plan coverage through Human Resources. In the context of personal leaves of absence without pay, the extent of Flex Plan coverage is normally based on the percentage of time served during a full academic year. A faculty member who continues to occupy a full-time position (2/3 time or more for an academic year) will continue to be eligible for 100% of Union's employer contribution to medical and dental insurance. A faculty member who reduces to half-time for the academic year will be eligible for 50% of Union's employer contribution to medical and dental insurance. A faculty member who is less than half-time for the academic year will be allowed to continue medical and dental insurance but will be responsible for 100% of the total cost (both employer and employee contributions). Contributions to the retirement plan, while a leave is in progress, are based upon each paycheck payment to the faculty member.

A faculty member who is going on unpaid leave, has a child or children in college, and is receiving financial assistance from Union College towards tuition costs, at Union or elsewhere, may continue receiving these benefits while on leave. A faculty member who decides not to return from an unpaid leave will be required to reimburse the College for any financial assistance toward tuition costs received from the College during the term of the leave.

Although the College recognizes the importance of such leaves, approval of such a requested leave of absence without pay is at the discretion of the Board of Trustees upon the recommendation of the President.



## **Faculty Manual**

### **Section II**

## **Faculty Appointments, Tenure, Promotion, Leaves**

**January 1, 2024**

**Union College**  
807 Union Street  
Schenectady, NY 12308

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## **I. FACULTY RANKS AND THE CRITERIA FOR PROMOTION**

(Revised April 2, 2009 and September 1, 2016)

### **A. Faculty Ranks**

#### **1. Instructor (effective January 1, 2003)**

Appointment to the tenure-track rank of instructor may be for one, two, or three years, renewable or not in accordance with the letter of contract. New members of the Faculty, beginning at the rank of instructor and without the doctorate who are awarded the doctor's degree during the academic year, are raised in rank at once to Assistant Professor. Further, if all the requirements for the degree are completed by March 1st, there is an automatic salary increment to the level specified in the contract letter, this sum being pro-rated during remaining pay-periods of the contract year.

#### **2. Assistant Professor**

Appointment or reappointment at the tenure-track rank of assistant professor generally shall be for three years and is renewable unless the letter of contract specifies otherwise. Promotion to this rank requires the following:

- Normally, the Ph.D or its equivalent.
- Demonstrated professional competence.
- Scholarly activity and professional alertness.

Procedures for reappointment as an Assistant Professor are described in Part III below.

#### **3. Associate Professor**

Those appointed initially to the rank of associate professor receive a three-year contract, renewable with or without tenure in keeping with the provisions for determining tenure. Two appointments at this rank may be regarded as conferring tenure unless the College indicates to the contrary. Appointment or promotion to this rank normally has these requirements:

- The Ph.D. or its equivalent.
- Outstanding performance as a teacher
- Mature scholarship recognized by the profession.
- Continuous and substantial service to the College.

Procedures for tenure reviews are described in Part IV below.

#### **4. Professor (effective September 1, 2016)**

Appointment to the rank of full professor from within the faculty of Union College automatically confers tenure if not already granted and is recognition of a sustained contribution to the educational programs of the College and an established professional competence. Appointments to this rank from outside the Faculty shall be for three years, and a decision on tenure shall be made no later than the second year of this appointment. Any appointment from outside the faculty at the rank of associate or full professor that carries with it tenure shall require the participation ex-officio on the department search committee of a senior member of the Faculty Review Board. That member normally should be from the same division to which the new appointment shall be made. If, in the process of hiring for an advertised assistant OR associate and/or full professor, it becomes clear that a finalist may be appointed at a senior level, the department chair should contact the chair of the Faculty Review Board to coordinate the involvement of the Faculty Review Board.

To be eligible to stand for promotion review for the rank of Professor, a faculty member normally will have completed at least four years of service in the rank of Associate Professor, at Union or elsewhere, and be tenured to Union College (the promotion review could occur as early as the fifth year of service). Promotion normally takes effect at the start of the academic year following a successful review. In exceptional cases, an Associate Professor who is tenured to the College may recommend himself or herself for promotion to the rank of Professor with no minimum number of years of service as Associate Professor, under the following conditions: 1) The candidate addresses in the research, teaching, and service statements how achievements in each of these categories, since the commencement of the tenure review, fulfill the promotion criteria relative to the normal requirement of a minimum of four years in the rank of Associate Professor; 2) The Departmental Committee must similarly address fulfillment of the promotion standards relative to the normal requirement of a minimum of four years in the rank of Associate Professor.

Promotion or appointment to this rank normally requires these attainments:

- The Ph.D. or its equivalent.
- Excellence in teaching, including the full-range of the faculty member’s teaching activities since commencement of the tenure review, which may be evidenced by contributions to the curriculum, the use of creative or innovative pedagogy, student course evaluations, course materials, peer observations of classroom visits, involvement in student research, advising and mentorship, teaching outside the classroom, pedagogical grants, other forms of educational engagement with students, and/or demonstration of pedagogical expertise.
- Significant and sustained scholarly achievement since commencement of the tenure review, recognized by the profession and normally demonstrated in publications and exhibitions, service to the profession, receipt of grants or awards, or similar marks of distinguished scholarly accomplishment.
- Significant and sustained college and department/program service since the commencement of the tenure review.

Review procedures for full-professor promotion reviews, which include alternate standards for faculty members coming up for promotion following fifteen years in service as a tenured associate professor, are described in Section B below.

**5. Non Tenure-Track Appointments (effective Nov. 15, 1991)**

1.

- a. All appointments require authorization of the position by the Dean of the Faculty.
- b. Visiting Faculty

Candidates who have the qualifications appropriate to the ranks as described in sections 1, 2, 3, and 4 of this section, but who are recommended for appointment to a temporary position without a tenure-track line, are designated as Visiting faculty. These appointments are normally for one, two, or three years. On occasion, a one- or two-year appointment may be made subsequent to the third year, but no individual may remain in a visiting position at the College for more than five years (teaching six courses a year) or after having taught a total of 30 courses as a full-time or part-time visitor. Review procedures for visiting faculty for whom an appointment is proposed beyond the third year are laid out in Part VI below.

Visiting faculty are eligible for faculty travel, faculty research funds, IEF grants, and participation in the governance system. The College allocates its funds for yearly raises, as well as special allocations, to all full-time faculty regardless of tenure-track or visiting status.

- c. Lecturers, including Artists and Writers in Residence and Laboratory Coordinators (effective April 2006)

Lecturers are faculty members whose principal responsibilities are instructional and curricular, and which involve departmental or college service. The lecturer category includes writers and artists in residence and laboratory coordinators whose primary responsibility is teaching. These appointments do not include scholarship responsibilities, but include curricular-related programmatic support activities for the department. In the case of writers and artists in residence, the teaching load is usually less than full-time, the service requirement is normally fulfilled through writing and artistic activity, and no additional service is expected. Lecturers normally should possess the same minimum qualifications as ranked faculty, but the title “lecturer” may also be granted to a person of high repute in a field of endeavor related to an academic discipline or to a person with significant professional experience relevant to the academic discipline. Appointment to the rank of Lecturer may be for one, two or three years, and may be renewable for terms not to exceed three years, subject to review and administrative approval. Lecturers are normally employed on a full-time contract basis (2/3 time or more for



an academic year), and shall have no expectation of an eventual tenure-track or tenured appointment.

#### Senior Lecturer

Promotion to the rank of Senior Lecturer requires demonstrated excellence in teaching, including co-curricular activities, and significant accomplishment in departmental and college service. The teaching and service criteria that are considered for promotion to the rank of Professor apply (see section II.I.A.4). A Lecturer must normally complete the equivalent of six years of full-time faculty appointments, not including adjunct and “overload” appointments, at Union College to be eligible for promotion, of which at least three years must be at the rank of lecturer (the promotion review can take place in the sixth year). In exceptional cases, a Lecturer may recommend himself or herself for promotion to the rank of Senior Lecturer with no minimum number of years of service, under the following conditions: 1) The candidate addresses in the teaching and service statement how achievements in each of these categories fulfill the promotion criteria relative to the normal requirement of a minimum of five years in the rank of Lecturer before standing for promotion review; 2) The Department report must similarly address fulfillment of the promotion standards relative to the normal requirement of a minimum of five years in the rank of Lecturer before standing for promotion review. Appointment to the rank of Senior Lecturer may be for between one and five years and may be renewable for terms not to exceed five years, subject to review, budgetary capacity, and administrative approval.

Review procedures for appointment renewal for Lecturers and Senior Lecturers are laid out in Part VI below. Procedures for promotion to Senior Lecturer are laid out in section C below.

Lecturers are eligible for faculty travel, IEF grants, Humanities Faculty Development Grants, Faculty Research Fund grants, and participation in the governance system.

The total number of lecturer positions at the College will not exceed ten percent of the faculty, as reported to the Integrated Post-Secondary Data System (IPEDS).

#### d. Adjunct Faculty

For those individuals hired on a per course basis the term Adjunct is used. Appointments may be as Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor, depending on qualifications.

**B. Procedures for Promotion to Professor (effective September 1, 2016)**

Nominations for promotion to professor, which consist of brief statements of interest or support in standing for promotion, shall originate with the Dean of the Faculty, the Dean of Academic Departments and Programs, the Chair of the Faculty Review Board, the Chair of the Department, or the faculty member himself or herself.

The Dean of the Faculty and the Chair of the FRB shall meet annually to ensure that relevant department chairs and program directors are accurately informed of which faculty members in the department are associate professors with at least four years of service and which associate professors are eligible for promotion review according to the fifteen-years-from-tenure promotion process.

Eligibility for promotion will be determined by the record of achievement as a tenured Associate Professor, at Union or elsewhere, including achievement subsequent to the commencement of the tenure review. Eligibility criteria are outlined in section II.I.A.4 above, defining the rank of Professor. In reviewing a recommendation for promotion, the College primarily considers evidence since the commencement of the tenure review in accordance with the criteria for promotion: excellence in teaching, significant and sustained scholarly achievement, and significant and sustained service, as described in the definition of the rank of Professor above (section II.I.A.4). Beyond the years of service that normally establish eligibility to stand for promotion, time-in-rank itself confers neither an advantage nor a disadvantage in meeting the criteria for promotion.

If the department chair of a nominee for promotion is not a full professor, the chair shall convene a meeting of all full professors of the department, at which the chair provides information about the promotion process and then turns the process over to the full professors, excusing him or herself from the remainder of the process. The full professors will then determine who will serve as chair of the promotion committee. The department chair or the full professors may call upon the Dean of Academic Departments & Programs for assistance with the selection of a promotion committee chair if necessary. The promotion committee chair will then serve in any capacity designated for the department chair throughout this review process. This process also applies in an instance of the department chair being the nominee for promotion as an associate professor.

If a candidate has been nominated for consideration and wishes to proceed, he/she should provide the Department Chair with a portfolio containing the following information:

- A current curriculum vitae.
- All published material or the disciplinary equivalent.
- Other scholarly work the candidate wishes to provide such as unpublished papers and grant applications.
- Other teaching materials the candidate wishes to provide.

- Any materials in support of service activities.
- Research, teaching, and service statements.

The candidate has the option of including in the portfolio copies of the triennial reviews since the tenure review plus Faculty Activity Sheets following the last triennial review.

After reviewing the portfolio, the Chair and the (full) professors of the faculty member's department will send the portfolio and an accompanying recommendation to the FRB as to whether or not it should consider the candidate for promotion at this time. The FRB will then choose among the following procedures:

1. Following the review of the recommendation and the portfolio, the FRB may choose not to recommend the candidate to the Vice President for Academic Affairs/Dean of the Faculty for promotion at this time.
2. If, following the review of the departmental recommendation and the portfolio, the FRB concludes that the process of promotion should proceed, the FRB will follow the procedures outlined in a or b:
  - a. If the candidate has been in the rank of Associate Professor for less than fifteen years, the FRB will ask the Department Chair and the other (full) Professors in the Department to constitute a committee of at least two members (if no other full Professors are available they may be selected from the same Division as the candidate). The committee will solicit at least three external reviewers, one of which will be chosen from a list of at least three potential reviewers presented by the faculty member.

The candidate will submit to the Departmental Committee a curriculum vitae accompanied by any published materials or other work that the candidate wishes to submit to the external reviewers.

Upon receipt of the reports of the external reviewers, the departmental committee will write a short summary on the candidate's scholarship to submit along with the reviewers' letters to the FRB. Before the report is submitted to the FRB, the faculty member will be informed of potential criticisms and be given adequate time to respond.

After consideration of the departmental report and the letters of the reviewers, the FRB will or will not recommend promotion to the Vice President for Academic Affairs/Dean of the Faculty.

- b. If the candidate has been in the rank of Associate Professor for at least fifteen years, the FRB may consider the candidate for promotion, at his or her request, on the basis of exemplary teaching and service. The normal teaching and service criteria for promotion to the rank of Professor apply (see section II.I.A.4.) with the addition of articulation in both the candidate's

statement and the department committee recommendation of the impact of the teaching and service records that establish these as "exemplary." Scholarly work need not be included in the portfolio of materials; however, service to the profession may be included in the service record. The FRB will assess the portfolios of candidates in this group and recommend for or against promotion on this basis to the Vice President for Academic Affairs/Dean of the Faculty.

In cases of a negative recommendation or a decision by the FRB not to proceed with the process, the FRB will write a letter with an explanation of the decision. The Dean of the Faculty or his or her designee will meet with and discuss the letter with the candidate.

In the case of a decision by the FRB to recommend promotion that is not accepted by the Dean of the Faculty, the Dean of the Faculty will write a letter of explanation and meet to discuss the decision with the candidate.

All recommendations for promotion are transmitted to the President of the College and, if approved, subsequently are transmitted to the Board of Trustees for approval.

### **C. Procedures for Promotion to Senior Lecturer**

(effective September 1, 2016)

Nominations for promotion to senior lecturer shall originate with the Dean of the Faculty, the Dean of Academic Departments and Programs, the Chair of the Faculty Review Board, the Chair of the Department, or the faculty member himself or herself.

The Dean of the Faculty and the Chair of the FRB shall meet annually to ensure that relevant department chairs and program directors are accurately informed of which lecturers are eligible for promotion review.

In reviewing a recommendation for promotion to senior lecturer, the College considers primarily teaching ability and service to the faculty member's department and to the College, including any co-curricular duties specified in the candidate's appointment letter, in accordance with the criteria for promotion: demonstrated teaching excellence and commitment to departmental and college service, as described in the definition of the rank of Senior Lecturer above (Section II.I.A.5c). If a candidate has been nominated for consideration and wishes to proceed, he or she should provide the Department Chair with a portfolio containing the following information:

- A current curriculum vitae
- A teaching and service statement
- Any relevant materials to support teaching the candidate wishes to provide
- Any materials in support of service activities, including co-curricular activities

The candidate has the option of including copies of any triennial reviews in the portfolio.

After reviewing the portfolio, the Chair and the tenure-track professors of the faculty member's department will send the portfolio and an accompanying recommendation to the FRB as to whether or not it should consider the candidate for promotion at this time. The FRB will then determine whether or not to recommend to the Dean of the Faculty that the candidate be promoted at this time. If the FRB chooses not to recommend the candidate to the Dean of the Faculty for promotion at this time, then the FRB will write a letter to the Dean of the Faculty with an explanation of the decision. The Dean of the Faculty or his or her designee will meet with the candidate to discuss the letter.

In the case of a decision by the FRB to recommend promotion that is not accepted by the Dean of the Faculty, the Dean of the Faculty will write a letter of explanation and meet to discuss the decision with the candidate.

All recommendations for promotion are transmitted to the President of the College and, if approved, subsequently are transmitted to the Board of Trustees for approval.

## **II. APPOINTMENTS OF TENURE-TRACK FACULTY MEMBERS**

### **A. New Appointments to the Faculty**

Appointments to the Faculty of Union College are for one, two, or three years at a rank and salary appropriate to the academic background and teaching experiences of the appointee and in keeping with the criteria described under each rank. The letter of contract from the Office of the Dean of the Faculty indicates whether the appointment is terminal or open to continuation if mutually agreeable. Any special conditions pertaining to the appointment are mentioned in the letter of contract, subject to review and approval by the Board of Trustees. The new faculty member is expected to sign the letter of acceptance and provide a vita for the College files.

### **B. Shared Tenure-Track Positions**

These guidelines describe the conditions under which faculty members can share tenure-track positions. They give individuals and departments flexibility to combine tenure-track positions while also giving the college the ability to use tenure-track positions to greatest advantage.

Two tenure-track faculty members in the same department can share one tenure-track position with the approval of the department chair, three-quarters of the tenured members of the department, and the dean of the faculty. The department chair must provide an explanation indicating how the proposed position sharing is beneficial to the department and the college. Approval by the dean of the faculty is contingent on his or her assessment that the benefits of a shared position outweigh any costs.

Shared positions are not contingent on the relevant faculty members being related to each other by marriage or any other personal relationship.

Shared-position appointments will be made in accordance with the provisions listed below.

#### Conditions of appointment:

- Usual practices for hiring into tenure-track appointments apply: a recommendation for a new tenure-track appointment must be sought from the Academic Affairs Council; a national search must be conducted or the usual criteria for hiring without a new national search must apply, including the consent of the Assistant Dean for Diversity, Equity and Inclusion. The College expects that searches will be for full-time positions, which could be shared, rather than for half of a position that is already half-filled.
- The two faculty members who share a tenure-track position agree that they do not have a claim on a second tenure-track position. Either could apply for an open tenure-track position following usual application procedures and would be given consideration in the same manner as other applicants.

- Outside work is subject to the approval requirements in the Faculty Manual. The dean of the faculty will consider half-time status in approving outside work.
- The two people sharing a position agree to resign their appointments at the same time, upon retirement or departure, or to assume full-time employment if the other person resigns or departs for any reason, including a denial of reappointment or a denial of tenure.
- The College reserves the right to require, with 12 months notice that half-time tenure-track faculty members convert to full-time appointments.

Expectations related to position description:

- The two people sharing a position will provide the equivalent of one person's service contributions to the college and the department, including service on committees that meet year-round and on ad-hoc committees.
- Each person's regular teaching load in each year must be half-time (not including overloads) with the exception that applies to all faculty, namely that one course can be "owed" or "banked" for one year. Beyond that exception, the position cannot be split in fractions other than half and half.
- Combined teaching responsibilities must be distributed throughout the year as they would be for a full-time faculty member. Normally, this will mean that at least one of the two faculty members is teaching during each term, except in sabbatical years. If the department chair agrees to a distribution of combined course assignments that do not include any courses in a particular term, at least one of the faculty members must still be in residence for most of the term, to provide student advising and to participate in college and department activities. Other arrangements may be possible on occasion and would require the approval of the department chair and the dean of the faculty.
- The two faculty members sharing a position will share a normal advising load.
- Half-time faculty members are not automatically qualified to vote as members of the General Faculty. Faculty members considering sharing a position should apply to the Chair of the Faculty Executive Committee for determination of voting status.

Reviews:

- An untenured faculty member on a half-time appointment will have the same review, reappointment, tenure, and promotion schedule as full-time faculty. Normally, the reappointment review will take place in the spring of the third year, and the tenure-review no later than the end of the sixth year of service, whether that service is full-time or half-time.
- Each faculty member in a shared-position is evaluated separately and independently for reappointment, tenure, and promotion and must individually meet the College-wide standards for teaching, scholarship, and service that are articulated in the Faculty Manual.

Salary and benefits:

- Faculty members with half-time appointments receive salary increments on the same basis as full-time faculty, appropriately prorated.

- Any teaching undertaken by either of the people sharing a position beyond a joint full-time load will be compensated at the additional course, or “overload” rate. Please note that retirement benefit contributions are not provided on overload courses.
- Each person will receive half-time benefits, as would be the case for any half-time employees. Benefits are reported in the Faculty Manual. Please note that:
  - the 1000-hour requirement for receiving retirement benefits stated in the current Faculty Manual corresponds to half-time faculty employment.
  - the eligibility criteria for the tuition benefit, as stated in the Faculty Manual and implemented by the Human Resources office, are not modified for half-time appointments
  - benefits for all employees, including those on half-time appointments, are subject to change

Sabbatical leaves:

- A tenured faculty member on a half-time appointment will be eligible for a mini-sabbatical (2 courses off at full pay) after teaching 18 courses as part of his or her regular appointment (overloads do not contribute to sabbatical eligibility) and will be eligible for a full sabbatical (3 courses off at full pay) after teaching 36 courses as part of his or her regular appointment.
- A tenure-track junior faculty member in a shared position can apply for a half-year sabbatical with full pay or a full-year sabbatical at half pay. This sabbatical does not affect the first sabbatical as a tenured faculty member, which occurs on the schedule described above.

“Half-year sabbatical” means a release from half of the teaching duties associated with a half-time position, and “full-year sabbatical” means a release from all of the teaching duties associated with a half-time position. “Full pay” means the salary associated with a half-time position, and “half pay” means half of that amount.

Other:

- Two people sharing one position will share one office and the equivalent of one laboratory.
- Start-up funds for a faculty member newly hired into a shared tenure-track position will be half of customary amounts.
- Travel awards for each half-time individual will be limited to half of the customary amount for a full-time individual.
- Tenured faculty members in shared positions are eligible to hold endowed professorships, with salary and research awards at half the customary level.
- Conditions of appointment are subject to change, as is the case for all faculty members, with changes in the Faculty Manual, as well as with changes in this policy.



**C. First-Year Review of Faculty**

All faculty (visiting, lecturers and tenure-track) must be provided with a written developmental first-year review. The review should be performed by the department chair and completed by the start of classes in the fall, but must be completed no later than September 30th, of the second year. The Dean of Academic Departments and Programs will meet with the faculty member to discuss the review and outline steps for continued development in teaching, scholarship and college service.

Guidelines:

1. The review should include an evaluation of progress relative to college-wide standards in teaching, scholarship and college service.
2. The teaching review should contain a discussion of:
  - a. student course evaluations
  - b. level of challenge in courses
  - c. course materials (such as syllabi, tests, and handouts that may be provided by the candidate)
  - d. peer observations of teaching
3. The scholarship review should discuss the level of scholarly activity and the faculty member's progress in developing a research program at Union. Mention of articles, books, grant applications, shows, performances, conference papers, etc., are all relevant.
4. The review should make appropriate suggestions for further development in teaching, scholarship and departmental/college service.

The purpose of this review is developmental. The Faculty Review Board will not see this review nor will it be made available as part of the record for the reappointment review or tenure review. Every effort should be made to give clear and constructive advice to the faculty member. (Suggestions could include writing grants, submission of articles to higher quality journals, videotaping lectures, team teaching, observation of senior faculty, attendance at professional meetings, etc.)

The review should be given to the faculty member and a developmental interview scheduled with the chair before the report is sent to the Dean of Academic Departments and Programs.

**D. Reappointments Prior to Tenure Review**

No tenure-track faculty member may be reappointed to a contract that would carry through the year of tenure review without first being evaluated in a formal reappointment review. Normally, tenure-track faculty members will undergo the required reappointment review during the academic year that

falls three years before the year in which a tenure review would occur. (Normally such a review takes place in the spring term.) Tenure-track faculty members with the rank of Instructor (who have not completed the Ph.D. or other terminal degree) may not stand for reappointment review unless the Dean of the Faculty has been notified that all requirements for the terminal degree have been completed. This notification must be received from the appropriate official of the degree-granting university four months before the review begins (December 1, for a spring term review). In the event that the degree requirement is not satisfied, the faculty member in question will be entitled to an additional one-year terminal contract. For tenure-track faculty members with the rank of Assistant Professor, the Dean of the Faculty acts on recommendations of Department Chairs, who shall have in turn consulted with their tenured faculty, for initiation of reappointment reviews. If it is decided that there is to be no reappointment review and that a faculty member will receive no reappointment after expiration of a contract, the faculty member shall receive such notification no later than 12 months before expiration of the contract. If such notification occurs less than 12 months before expiration of said contract, the faculty member in question will be entitled to an additional one-year terminal contract.

The reappointment review should be a serious and carefully considered review of the candidate's performance to date and a judgment on the potential for successful tenure review in a further three years. To this end, the evaluation should be carried out as thoroughly and uniformly as possible, and the recommendation in its entirety forwarded to the Faculty Review Board for its consideration. The candidate will be judged by appropriate then-current College-wide standards in teaching, scholarly activity, and College service.

The Department Committee should be made up of at least three tenured members of that department; if that number is less than three, the difference should be made up with tenured members of other departments chosen by the Department Chair in consultation with the Dean of the Faculty. The candidate must be informed about the inclusion and identity of non-departmental members.

The Department Committee report will be accompanied by a cover letter signed by all tenured department members except in cases where membership on the Faculty Review Board precludes participation in the departmental process; each department member who signs should indicate concurrence or non-concurrence with the recommendation of the report; letters of dissent from the recommendation may be attached to the final report. All letters and supporting documents should be attached to the final report which is submitted to the FRB.

The candidate should submit to the Department Committee all relevant written material including, but not limited to the following:

- Complete and current vita.
- Statement of teaching and research objectives.
- Materials on all courses taught.

- All published materials, and whatever unpublished work the candidate wishes. This may include artistic work, equipment construction, library projects, or other work appropriate to the candidate's field.

A campus-wide announcement should solicit statements from faculty, administrators, and students who have worked with the candidate in the following areas:

- Teaching
- Activity
- College Service

In evaluating teaching, the following steps are to be taken: 1) student end-of-term questionnaires and any summaries of numerical data should be examined carefully by the Department Committee before conducting interviews; 2) all faculty members of the candidate's department should be interviewed by the Department Committee; and 3) a representative sample of approximately twenty students should provide written and oral or just written testimony to the Department Committee. To receive oral testimony, a student interview should be arranged at which at least two members of the Department Committee are present. As far as possible, a uniform interview procedure should be used. The final report should provide a summary of the characteristics of responding students by graduating year, major, grade received in the course, sex, and class size. The committee should also indicate the percentage of those responding from the number originally selected by the random sampling procedure. The section on teaching also should include a discussion of how the candidate's area of specialization and ability to teach necessary courses meets the department's curricular needs. Information for this discussion should be gleaned from interviews with members of the candidate's department.

A section on scholarly activity should include a statement of the candidate's area of research and how it fits with the needs of the department, now and for the future. Each member of the Department Committee should evaluate all available research material together with other evidence of ongoing scholarly activity and members of the candidate's department should be interviewed. In unusual circumstances, the committee may decide that it cannot evaluate the scholarly activity of the candidate. With approval of the Faculty Review Board, the committee should then consult with the candidate concerning the choice of outside reviewers. Normally, at least two reviewers should be chosen, one of whom is not known personally by the candidate.

Starting with information supplied by the candidate, the Department Committee shall seek assessment of the quality of the candidate's contribution to College service in the areas of committee work, student academic advising, participation in departmental activities, seminars, freshman orientation, and so on.

The candidate must be interviewed by the Department Committee.

A file shall be kept of all materials received or generated or utilized by the Department Committee in its deliberations. Prior to the submission of the Committee's report to the FRB, a list of all the materials in this file must be submitted to the Chair of the FRB, who shall review this list to ascertain whether the file is complete. Upon submission of the report to the FRB, all materials in the file will also be sent to the FRB. (Only senior members of the FRB, the relevant academic deans, the Assistant Dean for Diversity, Equity and Inclusion, and one junior member of the FRB are eligible to participate in deliberations concerning determination of reappointment.) At this time, the list of these materials will be given to the candidate together with the procedures used by the Department Committee in obtaining the information submitted to the FRB. Confidential documents in the file shall be identified only as to their nature (e.g., "cover letter providing vote of department"). If the Department Committee seeks any additional materials or information at the behest of the FRB or the Dean of the Faculty, or if such materials are sought or received by the FRB or by the Dean of the Faculty after the submission to the FRB of the Departmental Committee report, the information shall be shared with both the FRB and the Dean so that the final determination made by the FRB and the Dean shall be based on the same body of information. Before the FRB and the Dean of the Faculty reach their final determination in the case, such materials shall be added to the file provided by the Departmental committee, the candidate shall be given the revised list of materials in his or her file, and the candidate shall be given an appropriate opportunity to respond to any additional perceived deficiencies other than those presented to the candidate by the Departmental committee. The candidate shall also be given a copy of the final report of the Department Committee (without the confidential material) at least one week before it is submitted to the FRB. All important perceived deficiencies in the candidate's record (if any) which are mentioned in the confidential portions of the materials submitted to the FRB shall be summarized in that part of the report given to the candidate. (Summary material must be prepared in such a way so as to protect the confidentiality of sources.)

The candidate has the option to attach written comments to the final report that will be forwarded to the FRB, including comments on the procedures used by the Department Committee. The copy given to the candidate should not include any confidential material, including the cover letter, any statements of dissent from the recommendation, and any attachments or appendices containing confidential materials.

The final report submitted to the FRB must include a discussion of the information indicated above, the recommendation for reappointment or for a terminal contract, and the following information as appendices: 1) the candidate's complete and current curriculum vitae; 2) the candidate's statement of teaching and research objectives; 3) a summary of both the qualitative and quantitative sections of the end-of-course evaluations; 4) a separate appendix including letters solicited from students; and 5) other letters submitted to the Committee.

The FRB and the Dean of the Faculty shall judge a candidate by the appropriate then-current College standards regarding teaching, scholarly activity, and college service. Their review shall consist of an evaluation of the candidate's Department Committee report and attachments. The FRB and the Dean

of the Faculty also have the authority to request any other information it deems relevant, using procedures for obtaining information consistent with those required of the Department Committee. If the FRB and the Dean of the Faculty make a positive determination concerning a candidate's reappointment, the Dean of the Faculty shall convey the positive recommendations to the President and the FRB shall convey its findings in writing to the candidate.

If the FRB and the Dean of the Faculty make a negative determination concerning a candidate's reappointment, the FRB's negative determination and the reasons for it shall be conveyed in writing by the Chair of the FRB to the Dean of the Faculty. The Dean shall then meet with the candidate to convey the FRB's written statement of its determination (and the reasons for it) and to inform the candidate of the opportunities for reconsideration and appeal.

If the FRB makes a negative determination concerning a candidate's reappointment and the Dean does not concur with the determination, the Dean shall refrain from communicating his or her determination to the President until any process of reconsideration and/or appeal has been completed or until the time for requesting either has passed. The FRB's negative determination and the reasons for it shall be conveyed in writing by the Chair of the FRB to the Dean of the Faculty. The Dean shall then meet with the candidate to convey the FRB's written statement of its determination (and the reasons for it) and to inform the candidate of the opportunities for reconsideration and appeal.

In the event of a positive determination by the FRB followed by a negative determination by the Dean of the Faculty, the Dean shall meet with the candidate to convey the Dean's statement, written in consultation with the FRB, of his or her determination (and the reasons for it) and to inform the candidate of the opportunities for reconsideration and appeal.

In all cases the President shall make a decision on whether the candidate should be granted or denied reappointment. In the case of a negative determination by the FRB and/or by the Dean of the Faculty, the President shall make no negative decision until any process of reconsideration and/or appeal has been completed or until the time for requesting either has passed. The Faculty Appeals Committee shall send its conclusions and reasoning to the President, who shall then make the final decision.

In all cases in which the President approves a reappointment, that reappointment shall be reported to the Board of Trustees.

If the FRB and/or the Dean of the Faculty makes a negative determination on the candidate, and if the candidate in timely fashion decides to seek reconsideration by the FRB, and/or if the candidate in timely fashion files an appeal with the Faculty Appeals Committee, or if for any other reason the President does not make a decision on the case before the expiration of the existing contract, then the Dean of the Faculty at a time subsequent to the negative determination by the FRB, but before the expiration of the candidate's contract, will give notice of termination to the candidate, and will offer

the candidate a terminal one-year contract, except in that case in which the appointment carries through the following year, in which case the final year of the existing contract becomes a terminal one-year appointment. This notice will constitute legal notice of termination, but will not prejudice any reconsideration of the case by the FRB, any consideration of the case by the FAC, or any further consideration of the case pursuant to a recommendation to the President by the FAC, or any final decision in the case by the President.

Should the President, subsequent to such notice, make a positive decision on the case, the candidate will be offered a new contract superseding the terminal contract offered by the Dean of the Faculty.

### **III. PROCEDURE FOR A DECISION ON TENURE**

Recommendations for a tenure review originate in accordance with the procedures set forth below, and are forwarded to the Dean of the Faculty in writing along with a resume of the faculty member's background and achievement. These recommendations shall reach the President by May 1 of the year preceding a final decision, so that a review may occur and a recommendation, if appropriate, be transmitted to the Academic Affairs Committee of the Board for action at a meeting of the Board of Trustees sometime before the expiration of a candidate's contract.

No such evaluation will be completed later than the end of a faculty member's sixth year of full-time service in a tenure-track position unless any earlier date for completion of the evaluation a) is required by any specific condition of a faculty member's initial appointment or b) has been requested by a faculty member, recommended by his or her Department or the Dean of the Faculty, and approved by the Faculty Review Board and the President.

However, a faculty member is entitled to stop the tenure clock, with or without taking a full or partial leave of absence, if the faculty member has substantial responsibility for the care of a new-born or newly adopted child. Consideration for tenure may be delayed for up to one year per birth or adoption, but may not exceed two one-year extensions of the probationary period. Such arrangements must be made within one year of the birth or adoption for each child, in consultation with the Dean of the Faculty, and will be confirmed in writing by the Dean of the Faculty to the faculty member and the department chair. A request to stop the tenure clock cannot be made during the two terms preceding the term of the tenure review. A faculty member granted such a delay shall not be subject to additional professional development or service requirements above and beyond those normally required in order to qualify for retention or tenure.

“Tenure” is the employment contract between the College and a faculty member which includes both a faculty member’s rights and responsibilities. Fundamental faculty rights incident to tenure include the right to academic freedom and the right to continuation of employment with certain exceptions (see FM II, section XII, A). Tenure will not normally be conferred unless the individual holds the doctorate or appropriate terminal degree. Attainment of tenure can only occur through specific notification from the President and may not result from inaction or inadvertences.

#### **A. Procedure for Initiating a Tenure Review**

Every department should have a significant role in the tenure decision early in the process. While it is inappropriate for a department to duplicate all of the activities of the ad hoc committee, there are certain aspects of each case for which the department should possess especially pertinent information. Since the Faculty Review Board is interested in having such data available to the ad hoc committee at the outset of the investigation, we suggest the following procedure:

1. The tenured members of the candidate's department should act as a preliminary screening committee.
2. This committee should gather the following information concerning the candidate: written term-end course evaluations (or summaries), copies of publications and any other scholarly work, all performance evaluation letters, and any other information it deems relevant.
3. The written course evaluations should be examined carefully and compared with appropriate departmental norms. The review is to be based on no more than six terms of teaching. (Revision of April 26, 1993.)
4. The scholarly work should be reviewed; it may be helpful, in this regard, to obtain from the candidate a statement guiding the departmental readers to what the candidate feels are the important problems and solutions or achievements of this work.
5. A careful discussion of the candidate's role in the future plans of the department should be undertaken. Special consideration should be made of how the candidate's expertise fits the curricular needs of the department, of how the candidate's scholarly pursuits nourish the intellectual life of the departmental program, and of any other aspect of the candidate's collegiality the committee deems professionally important.
6. After reviewing the evidence available to it, the committee should formulate a written recommendation, with respect to the formation of an ad hoc tenure committee, to the Dean of the Faculty. This recommendation should include summaries of the committee's findings and deliberations for items (3) and (5) above. It may also include, if the committee so desires, a qualitative assessment of the candidate's scholarly work. If the decision is not to recommend formation of an ad hoc tenure committee for the candidate, the specific reasons for the decision must be submitted in writing along with the recommendation.
7. A copy of the written recommendation should be given to the candidate at least one week prior to its submission to the Dean of the Faculty.

**B. The Ad Hoc Committee**

If a candidate has been recommended for consideration for tenure by the Department and consideration approved by the Dean of the Faculty, the Faculty Review Board, and the President, the Dean of the Faculty will appoint an ad hoc committee in consultation with the chair of the Faculty Review Board and the Dean of Academic Departments and Programs, to examine the record of such candidate for tenure and to report its findings, with a recommendation for or against, to the Faculty Review Board. When necessity dictates, considerations such as the staffing needs of a faculty member's department and the financial implications of a positive recommendation on tenure may be



taken into account by the Dean of the Faculty and the Faculty Review Board before a recommendation is made to the President that a tenure review is to take place.

**1. Constitution of the Ad Hoc Committee**

The ad hoc committee will normally consist of one member of the candidate's Department, one member of the Division but not the Department, one member of the Center from the other division, and one member from the other Center. The candidate may strike from the list of eligible faculty members the names of faculty that he or she would prefer not to have serve on his or her committee, but normally no more than one-third of the names in any category may be struck. At least three names must remain in every category. In circumstances in which the candidate considers it important to depart from these rules and wishes to strike more names than are allowed, or in the case of departments in which the list contains three or fewer names and the candidate wishes to strike names, a conference must be held with the Dean of the Faculty and the Chair or other senior members of the Faculty Review Board to determine the final composition of the list of faculty eligible to serve on the ad hoc committee. In no instance may all the names in any category be eliminated. If it appears desirable to the Chairman of the ad hoc committee and approved by the Dean of the Faculty, an outside professional shall also be included as a member of the ad hoc committee.

**2. Procedures of the Ad Hoc Committee**

A file shall be kept of all materials received or generated or utilized by the ad hoc committee in its deliberations. Prior to the submission of the Committee's report to the FRB, a list of all the materials in this file must be submitted to the Chair of the FRB, who shall review this list to ascertain whether the file is complete. Upon submission of the report to the FRB, all the materials in the file will also be sent to the FRB. At this time, the list of these materials will be given to the candidate together with the procedures used by the ad hoc committee in obtaining the information submitted to the FRB. Confidential documents in the file shall be identified only as to their nature (e.g., "letter from referee"). The candidate will be given three days to respond in writing to the procedures used by the ad hoc committee.

The ad hoc committee shall give to the candidate in advance of its second meeting with him or her a written list of questions regarding any important perceived deficiencies in the candidate's record which have been found in the course of the ad hoc committee's review. The candidate will be given the opportunity to respond in writing to these questions before the second interview, or orally at the interview itself.

If, after the submission to the FRB of the ad hoc report, additional information is sought by the ad hoc committee at the request of the FRB or of the Dean of the Faculty, such materials shall be added to the file provided by the ad hoc committee: the candidate shall be given the revised list of materials

in his or her file, and the candidate will be given an appropriate opportunity to respond to any additional perceived deficiencies other than those originally presented to the candidate by the ad hoc committee.

The chair of the ad hoc committee is responsible for preparing a report on the candidate and presenting a favorable or unfavorable recommendation to the Faculty Review Board (FRB). (Only senior members of the FRB, the relevant Deans and the Assistant Dean for Diversity, Equity and Inclusion are eligible to participate in deliberations concerning determination of tenure.) This written report is duplicated and submitted to senior members of the Faculty Review Board, to the Deans, to the Assistant Dean for Diversity, Equity and Inclusion, and to the President several days before the Faculty Review Board first meets to consider the candidacy. At that meeting, the ad hoc committee will appear for about one hour to answer questions, if any, about the written report and the recommendation of the ad hoc committee. Every effort should be made to explain any ambiguities in the report that might influence a determination on the candidate's tenure. The President may choose to participate in this meeting but not in meetings in which a determination is made.

### **3. Revised Charge to Ad Hoc Tenure Committees (revised spring 1991)**

In your deliberations, there are no rigid formulae to govern your recommendations on tenure, but there are general guiding standards. The quality of the candidate's teaching, scholarship, and service to the College (as outlined below) are major considerations, of which the first two are of paramount importance. The candidate should be judged by the prevailing College-wide standards. Accordingly, the candidate's qualifications in teaching and scholarship should normally be excellent in one of the categories and very good in the other. The candidate is expected to have been actively involved in areas of college service.

Keep in mind that tenure is not a right which normally accrues to those who have avoided serious problems during their time at the College; it involves a major financial investment and a long-term academic commitment, and should, therefore, be granted only when both achievement and promise are demonstrable.

An ad hoc committee of the Faculty Review Board is expected to investigate, evaluate, and report; it is not to act as the candidate's advocate. The report to the Faculty Review Board should reflect the proceedings; it should not be written retrogressively from the final recommendation to the evidence (in fact all but the conclusion should be written before taking a final vote as to the Committee's recommendation). The report should state both the strengths and the weaknesses of the candidate.

The principal concerns in these deliberations should be the following:

— The candidate's competence, effectiveness, and dedication as a teacher.

- The candidate's quality of mind as indicated by scholarly performance and the candidate's promise of continued professional involvement, commitment, and achievement.
- The quality of the candidate's contributions to the College in areas of service, leadership, and initiative.

The following procedures are recommended:

a. Evaluation of Teaching

- 1) Colleagues who have visited the candidate's classes or team taught with the candidate should be interviewed. Librarians' instructional functions include the selection, organization, and dissemination of information in whatever form. Interviews should be sought with library colleagues, teaching faculty, and other library users. Course materials such as syllabi and examinations should be reviewed.
- 2) Written materials describing innovative and/or especially effective approaches to teaching may be submitted by the candidate for evaluation.
- 3) A notice should be placed in the campus newspaper, the Chronicle, and alumni publications stating that an ad hoc tenure committee has been convened and that it invites student, alumni and faculty response.
- 4) From class lists obtained from the Registrar and, where appropriate, from lab rosters obtained from the candidate's department, the committee should select in a random selection process (see Appendix I) a group of students. The candidate should not supply the selection list. The committee should then solicit letters from the students selected and interview the students individually, either in full session or through members delegated for that purpose, using a uniform interview procedure. The opinions of recent alumni should also be sought. Their names should be chosen as they arise in a random selection process. Appendices II and III contain a suggested form for a letter to be sent to students and alumni inviting them to offer their evaluation and providing some guidance in writing a letter that would be helpful to the committee's deliberations.
- 5) The candidate's evaluation in student and departmental polls should be considered.

b. Evaluation of Scholarship

- 1) The candidate's scholarly writing and/or creative works, published and unpublished, including the Ph.D. dissertation, should be submitted to and read by the committee; even if the scholarship is outside of an individual committee member's discipline, each member should be aware of its nature.

- 2) All the candidate's published materials, and whatever unpublished work the candidate wishes, will be evaluated. This may include artistic work, equipment construction, library projects, or other work appropriate to the candidate's field.
- 3) The material to be evaluated, referred to above, must be sent out for evaluation by three outside referees with whom neither the candidate nor the department head nor any member of the ad hoc committee has close personal ties. In exceptional circumstances the Ad Hoc committee chair may request an additional reviewer with the approval of the chair of the Faculty Review Board. The ad hoc committee should present to the candidate a list of about 15 names of potential referees for the scholarly work. The candidate may comment, in writing, on the suitability of any of the referees for evaluating the work and may suggest that some names be eliminated from the list. Reasons for their unsuitability must be given and may include, for example, that the person is not in the area of the candidate's scholarship, or that the person may be a hostile referee because of extreme ideological, theoretical or philosophical differences with the candidate's work. The candidate must inform the ad hoc committee about the nature of personal or professional relationships between the candidate and any of the potential referees. The ad hoc committee has the final authority to select the referees. The candidate's comments on the list of potential referees must be part of the ad hoc committee's report. The suggested letter to referees should also contain a request for similar information about the nature of personal or professional ties. A suggested letter to be sent to referees may be found in Appendix IV.
- 4) The ad hoc committee should obtain testimony pertaining to the candidate's scholarship from any Union faculty member whose field is closely allied to the candidate's and in addition must interview any faculty member who wishes to volunteer such testimony.

c. Evaluation of College Service

- 1) The committee should evaluate the contributions to the college community listed on the candidate's resume by obtaining testimony from members of the college community with whom the candidate has worked. This should at least include chairpersons of committees on which the candidate has served and may also include faculty, staff, or students who have primary responsibilities in areas such as admissions, advising, freshman orientation, budgeting, curriculum planning, or the computer center.
- 2) The committee should question the candidate about additional areas of college service not listed on the resume and should evaluate these in the same manner.
- 3) The committee should seek from the candidate information about such community activities that may be of value to the college.

d. General Information on the Ad Hoc Report

- 1) The ad hoc committee's report must include the candidate's full curriculum vitae.
- 2) The ad hoc committee should interview the candidate near the beginning of its evaluation process and at the end of the information-gathering stage. The ad hoc committee is expected to ask the candidate those questions which may significantly affect their recommendations to the FRB. The purpose of these questions is to provide the candidate with a reasonable opportunity to respond to criticisms which may have emerged in the ad hoc committee's deliberations. The candidate has three calendar days to respond in writing to issues raised in this interview. The ad hoc committee should make every effort to interview all faculty in the candidate's department. The ad hoc committee should solicit from the department chairperson, in writing, an evaluation of how the candidate fits current and future needs of the department.
- 3) Theses done under the supervision of the candidate may, at the discretion of the candidate, be submitted as evidence of teaching or scholarship.
- 4) In the case of candidates from the Departments of Music, Theater & Dance, and Visual Arts, compositions, concerts, exhibitions, or productions may constitute part of or the whole of a candidate's scholarship.
- 5) The report of the committee should include a well-delineated section on methods and procedures of the ad hoc committee. The section should clearly describe the procedures without compromising confidentiality. The section will be detached from the report and given to the candidate to review. The candidate has three calendar days to respond in writing to the procedure statement. The ad hoc committee delivers its report to the Faculty Review Board at this time. Any response by the candidate to the statement of procedures is given to the Chair of the Faculty Review Board, not the ad hoc committee. If the candidate objects to any of the procedures, the FRB will decide whether it considers it necessary to return the report to the ad hoc committee for any necessary corrections before it hears the presentation of the ad hoc committee.

The report of the ad hoc committee should include a table of contents with a detailed listing of the appendices to the report and each page of the report should be numbered.

**C. The Role of the Faculty Review Board and of the Dean of the Faculty**

At a later meeting or meetings to be held normally no less than three days after a meeting with the ad hoc committee, the Faculty Review Board and the Dean of the Faculty make determinations which constitute recommendations to the President as to whether the candidate should be granted or denied

the status of tenure. The FRB and the Dean of the Faculty shall judge a candidate by the appropriate then-current College standards regarding teaching, scholarship, and College service. Their review shall consist of a review of the candidate's ad hoc committee report and the above-mentioned meeting with the ad hoc committee. The FRB and the Dean of the Faculty may consider any other information and reports the ad hoc committee reviewed.

The FRB and the Dean of the Faculty also have the authority to request outside review of a candidate's scholarly work as well as any other information it deems relevant, using procedures for obtaining information consistent with those required of the ad hoc committee. If any additional materials are sought or received by the FRB or by the Dean of the Faculty, such information shall be shared with both the FRB and the Dean so that the final determination made by the FRB and the Dean shall be based on the same body of information. Before the FRB and the Dean of the Faculty reach their final determination in the case, such materials shall be added to the file provided by the ad hoc committee, and the candidate shall be given the revised list of materials in his or her file. The candidate shall be given an appropriate opportunity to respond to any perceived deficiencies, other than those already presented to the candidate by the ad hoc committee, that are raised by these materials.

If the FRB and the Dean of the Faculty make a positive determination concerning a candidate's tenure, the Dean of the Faculty shall convey the positive recommendations to the President and the FRB shall convey findings in writing to the candidate.

If the FRB and the Dean of the Faculty make a negative determination concerning a candidate's tenure, the FRB's negative determination and the reasons for it shall be conveyed in writing by the Chair of the FRB to the Dean of the Faculty. The Dean shall then meet with the candidate to convey the FRB's written statement of its determination (and the reasons for it) and to inform the candidate of the opportunities for reconsideration and appeal.

If the FRB makes a negative determination concerning a candidate's tenure and the Dean does not concur with the determination, the Dean shall refrain from communicating his or her determination to the President until any process of reconsideration and/or appeal has been completed or until the time for requesting either has passed. The FRB's negative determination and the reasons for it shall be conveyed in writing by the Chair of the FRB to the Dean of the Faculty. The Dean shall then meet with the candidate to convey the FRB's written statement of its determination (and the reasons for it) and to inform the candidate of the opportunities for reconsideration and appeal.

In the event of a positive determination by the FRB followed by a negative determination by the Dean of the Faculty, the Dean shall meet with the candidate to convey the Dean's statement, written in consultation with the FRB, of his or her determination (and the reasons for it) and to inform the candidate of the opportunities for reconsideration and appeal.

In all cases the President shall make a decision on whether the candidate should be granted or denied the status of tenure. In the case of a negative determination by the FRB or the Dean of the Faculty, the President shall make no negative decision until any process of reconsideration and/or appeal has been completed or until the time for requesting either has passed. In all cases in which the President makes a positive decision, the President shall convey such decisions to the Board of Trustees. The Board's approval of tenure status and a tenure appointment shall be reconfirmed in writing by the Dean of the Faculty or the President and made part of the records of the College.

If the FRB or the Dean of the Faculty makes a negative determination concerning a candidate's tenure, and if the candidate in timely fashion decides to seek reconsideration by the FRB, and/or if the candidate in timely fashion files an appeal with the Faculty Appeals Committee (FAC), or if for any other reason the President does not make a decision on the case before the expiration of the existing contract, then the Dean of the Faculty at a time subsequent to the negative determination by the FRB or the Dean of the Faculty, but before the expiration of the candidate's contract, will give notice of termination to the candidate, and will offer the candidate a terminal one-year contract.

This notice will constitute legal notice of termination, but will not prejudice any reconsideration of the case by the FRB, any consideration of the case by the FAC, or any further consideration of the case pursuant to a recommendation to the president by the FAC, or any final decision in the case by the President.

Should the President, subsequent to such notice, make a positive decision on the case, and should his or her recommendation for tenure be approved by the Board of Trustees, the candidate will be offered a new contract superseding the terminal contract offered by the Dean of the Faculty.

**IV. RECONSIDERATION AND APPEALS OF NEGATIVE DETERMINATIONS ON PRE-TENURE CONTRACT RENEWALS AND TENURE**

(1999/2000)

**A. Procedure for Reconsideration**

A faculty member may request that a determination of the Faculty Review Board (FRB) be reconsidered by the FRB on the basis of a review of procedure or a claim that information relevant to the determination was not considered by the ad hoc committee, the Reappointment Review committee, or the FRB. The request for reconsideration, together with supporting documentation, shall be directed to the Dean of the Faculty who will transmit it to the FRB. The FRB may reconsider the case upon review of the information submitted by the candidate to the FRB. All requests for reconsideration and supporting documentation concerning negative contract renewal and tenure determinations by the FRB must be initiated within fifteen (15) days of the candidate's notification of a negative determination.

A faculty member may request that a negative determination of the Dean of the Faculty following a positive recommendation by the FRB be reconsidered by the Dean of the Faculty on the basis of a review of procedure or a claim that information relevant to the determination was not considered by the ad hoc committee, the reappointment review committee, or the Dean of the Faculty. The request for reconsideration, together with supporting documentation, shall be directed to the Dean of the Faculty. The Dean of the Faculty may reconsider the case upon review of the information submitted by the candidate to the Dean of the Faculty. All requests for reconsideration and supporting documentation must be initiated within fifteen (15) days of the candidate's notification of a negative determination.

**B. Faculty Appeals Committee: Procedure**

A faculty member may request the Faculty Appeals Committee (FAC) to review a negative determination of the FRB, or a negative determination by the Dean of the Faculty following a positive recommendation by the FRB by submitting a petition to the chair of the FAC. The grounds for an appeal is lack of "adequate consideration" by the FRB or by the Dean of the Faculty, as defined below.

Such a petition must be initiated within ten (10) days of the candidate's notification from the Dean of the Faculty of a negative determination by the FRB or the Dean of the Faculty, together with the reasons for that determination, unless the candidate decides to ask the FRB or the Dean of the Faculty for a reconsideration. If the candidate files a request for reconsideration, a petition to the FAC must be initiated within ten (10) days of 1) notification to the candidate by the Dean of the Faculty that the FRB has decided not to grant the request for reconsideration, together with the reasons for that decision; or 2) notification from the Dean of the Faculty that the FRB, upon



reconsideration of the case, has rendered a negative determination, together with the reasons for that determination.

When the petition is received, the faculty member will be informed of the membership of the FAC (and their alternates) who will consider the petition. In the event the faculty member believes that there are valid reasons to replace a FAC member (a maximum of two members may be challenged), a written request to appoint the alternate(s) (setting forth the reasons) shall be made to the Chair of the FAC within five (5) working days of the receipt of the list. The Chair of the FAC at his or her discretion, is empowered to grant or deny the request(s).

In the event that the faculty member believes that there are valid reasons to replace the chair, any written request to appoint the alternate (setting forth reasons) shall be made (in the manner indicated above) to the person serving as the chair's alternate. The chair's alternate shall then convene a meeting which the members of the FAC other than the chair shall also attend. If two or more of the four regular members vote to grant the request, then it shall be granted.

In the case that the faculty member challenges both the chair and another member of the FAC, a written request to do so (setting forth reasons) shall be made (in the manner indicated above) to the person serving as the Chair's alternate. The Chair's alternate will first grant or deny the request regarding the challenged FAC member who is not the chair. When it has then been determined which four members other than the chair will sit on the appeal, these will then be convened by the chair's alternate to determine who shall serve as chair, according to the procedure set forth above.

After it has been determined who shall sit on the appeal, the FAC will notify the appellant of the membership, and of the appellant's right to submit any information he or she wishes to submit in support of the petition.

The FAC may at any time request any information from the appellant it deems relevant to the appeal. The FAC may set reasonable deadlines for the submission of all materials it requests from the appellant.

The function of the FAC in dealing with a petition is to decide whether the determination of the FRB or the Dean of the Faculty was the result of "adequate consideration" as defined below. In reaching this determination, the FAC will not substitute its judgment on the merits of the case for that of the FRB or the Dean of the Faculty.

If, during the course of the FAC's deliberations, questions arise concerning the interpretation of procedures as laid out in the Faculty Manual, the FAC should consult the Dean of the Faculty and the Chair of the Faculty Executive Committee. (May 2000)

The FAC shall normally interview the chair of the FRB and, at its discretion, any other member of the FRB. The FAC may, at its discretion, interview any other participant in the process. It shall have the right, at its discretion, to examine any materials reviewed by any participant in the process, and, with the permission of the Dean of the Faculty or the President, any other information deemed relevant to its investigations.

At the conclusion of the FAC's review (normally no more than six weeks after the candidate has been notified who is to serve on his or her appeal to the FAC), the FAC will submit to the President its findings and a determination either:

- That the determination of the FRB or the Dean of the Faculty was based on "adequate consideration," or
  - That the determination of the FRB or the Dean of the Faculty was not based on "adequate consideration."
1. If the FAC determines that the decision was based on adequate consideration, the President shall notify the appellant of this determination, concurrently provide the appellant with a summary of the FAC's findings, and give the appellant the opportunity to submit to the President within ten (10) days of such notification a written response to the determination of the FRB and the findings of the FAC. After receipt of this response, or after expiration of ten (10) days if no response is made, the President will then make a final decision on the case.
    - a. If the President accepts the FRB's negative determination on the case, the President shall notify the candidate and shall convey his or her decision to the Board of Trustees.
    - b. If, in a reappointment review, the President decides that a candidate should be granted a pre-tenure contract renewal, he or she shall convey his or her decision to the Board of Trustees.
    - c. If, in a tenure review, the President decides that a candidate should be granted the status of tenured, he or she shall convey his or her decision to the Board of Trustees, whose approval of tenure status shall be confirmed in writing by the Dean of the Faculty or the President, and made part of the records of the College.
  2. If the FAC decides that the FRB or the Dean of the Faculty's determination was not based on "adequate consideration," it will include in its report to the President the respects in which it believes there was not "adequate consideration," and it will submit to the President a recommendation or set of recommendations for further consideration of the case before the President makes a final decision. (In no instance shall the FAC substitute its judgment for that of the FRB or the Dean of the Faculty on the merits of a case in making a recommendation or recommendations.)

The President will notify the candidate of any recommendation(s) of the FAC for further action, and the candidate will be given ten (10) days to respond to these recommendations. After receipt of such a response, or after the expiration of ten (10) days if no response is made, the President will notify the candidate of his or her decision to accept, reject, or modify the recommendation(s) of the FAC, and what further action, if any, will take place. The recommendation(s) of the FAC will be advisory to the President and not binding on him or her.

If, subsequently, further consideration of the merits of the case takes place by the FRB or by any other body before a final decision is made by the President, and if another negative determination is made by the FRB, or by another body, reasons for this determination shall be given to the candidate in writing, and the candidate shall have ten (10) days to respond to these reasons in writing before the President makes a final decision in the case.

- a. If the President makes a negative decision on the case, the President shall notify the candidate and shall convey his or her decision to the Board of Trustees.
- b. If, in the case of a reappointment review, the President decides that a candidate should be granted a pre-tenure contract renewal, he or she shall convey his or her decision to the Board of Trustees.
- c. If, in the case of a tenure review, the President decides that a candidate should be granted the status of tenured, he or she shall convey his or her decision to the Board of Trustees, whose approval of tenured status shall be confirmed in writing by the Dean of the Faculty or the President, and made part of the records of the College.

"Adequate consideration" is to be interpreted as procedural in nature and requires the FAC to ask the following questions:

- Were the normal procedures conscientiously followed in the case?
- Was the determination arrived at by application of the appropriate then-current College standards?
- Was all the pertinent information bearing on the performance of the candidate available to the FRB, and was there a conscientious attempt by the FRB to examine it?
- Was the determination a bona fide exercise of professional academic judgment?

The FAC may also consider any other procedural matter it deems relevant to the case under the circumstances.

**V. PROCEDURES FOR THE REVIEW OF VISITING FACULTY AND LECTURERS**

(Effective April 2, 2009)

**A. Purpose for the Review**

The Faculty Review Board believes that it is the responsibility of the College and the Faculty to encourage excellence regardless of the rank or possible tenure status of a faculty member. All faculty members who enjoy continued employment at the College should be periodically reviewed in order to meet our obligations to the students as well as to assist the professional development of the faculty member being reviewed. Systematic and formal communication regarding a faculty member's performance is necessary in order that faculty development can take place.

**B. Review Procedures**

**1. Review of Visiting Faculty**

All visiting faculty who have an appointment to a second year will receive the same developmental review that is given to tenure-track faculty at the end of the first year at the College. This review will consist of a report by the Chair of the Department to the Dean of the Faculty or his or her designee. The faculty member will receive a copy. The review will consist of:

- An examination of the Course Evaluation Forms including a summary and analysis of student comments and numerical data.
- A discussion of syllabi, assignments, and other teaching material.
- A report on any classroom visits made by the chair.
- A review of any information provided by the faculty member on his or her research.

Any visiting faculty member who is a candidate for a contract that extends his or her appointment beyond a third year at Union will have a formal review of his or her performance since the beginning of his or her initial contract. The review should be completed by the department chair, in consultation with the tenure-track members of the department, and submitted to the FRB. It should include:

- An examination of the Course Evaluation Forms including a summary and analysis of student comments and numerical data, an examination of course material, and a report on any classroom visits.
- A review of written work and evaluation of scholarship potential.
- Evaluation of departmental and college service.
- Evaluation of the faculty member's ability to fulfill departmental needs.
- A cover letter signed by each tenure-track member of the candidate's department, indicating each member's agreement or disagreement with the department chair's request to extend the candidate's appointment. Junior members may choose to not sign the cover letter if they wish.

The candidate must receive a copy of the final report (without any confidential material such as the signed cover letter) at least one week before it is submitted to the FRB. The candidate then has the option to attach written comments to the final report which will be forwarded to the FRB.

The FRB will be asked to determine whether or not the candidate's performance meets then-current college standards for extending a visitor's appointment. Visiting faculty are not eligible for tenure and therefore should not be held to the same evaluation standards that apply to those undergoing a tenure review. Teaching effectiveness should be the primary focus of this review, with secondary weight given to scholarship and lesser weight to service. Visitors who wish to gain an understanding of College-wide standards for tenure-track faculty are welcome to consult the Chair of the FRB or the Dean of Academic Departments and Programs.

If the need to appoint a visitor beyond the third year arises unexpectedly, and a formal review has not previously taken place, it must be undertaken according to the procedures designated above before the appointment is made.

If a visiting faculty member applies for another position within the College for which a search has been undertaken and a formal review has not previously taken place, the material specified in the review procedures for contracts extending beyond the third year will be collected by the department chair and made available to the search committee, the members of the department, and the Dean of the Faculty prior to consideration of the candidate.

## **2. Review of Lecturers (effective April 2006)**

Appointments for the position of Lecturer that are made subsequent to the initial contract require a clear demonstration of teaching excellence. A review of a lecturer is required before any contract subsequent to the initial contract can be offered, and will consist of a report by the Chair of the Department, written in consultation with the tenure-track members of the department, to the Dean of Academic Departments and Programs. The review will consist of:

- An examination of the Course Evaluation Forms including a summary and analysis of students' comments and numerical data, an examination of course material, and a report on any classroom visits.
- An evaluation of assigned co-curricular duties.
- An evaluation of departmental and college service.
- An evaluation of the faculty member's ability to fulfill departmental needs.
- A cover letter signed by each tenure-track member of the candidate's department, indicating each member's agreement or disagreement with the department chair's recommendation to extend the candidate's appointment. Junior faculty members may choose not to sign the cover letter if they wish.

Any Lecturer receiving a contract that extends service at Union beyond three years must undergo a review by the FRB. The FRB will receive the Department Chair's review, along with copies of course evaluations. The FRB will be asked to determine whether or not the Lecturer's teaching and service meets then-current college standards for lecturer reappointment. Scholarship is not part of a lecturer's job description and hence is not considered in the review. Lecturers must be reviewed every three years and Senior Lecturers must be reviewed every five years thereafter, assuming continued employment at the College. A successful review is necessary but not sufficient for reappointment to a subsequent contract.

## **VI. PROFESSIONAL LIBRARIAN APPOINTMENTS**

All librarians are members of the General Faculty as described in the May 1991 Union College Faculty Manual, including subsequent amendments to that document. Subsequent to changes effective May 14, 1993, new librarians are appointed without tenure-track status. They enjoy faculty voting privileges; eligibility for appointment to committees except those related to review of tenure-track faculty; opportunity for paid professional development leaves; access to travel, research, and development funds; and access to appropriate existing campus grievance procedures. Health, retirement, insurance and other benefits are codified in the Employee Handbook and plan documents. Library Faculty generally are on 12-month appointments with the expectation to work through the academic breaks so as to maintain library operations.

Librarians should be pro-active in planning time away from work to rest and rejuvenate, to refresh and restore their mental and physical health, to spend time with friends and family, and for other personal reasons. Like teaching faculty, librarians do not accrue time away for personal reasons, and there is no established limit on the use of time away. Time away should be planned around job responsibilities and needs of the department, in coordination with the librarian's supervisor and established procedures. If a disagreement arises between a librarian and their supervisor concerning the use of time away, either the librarian or the supervisor may seek a resolution from the College Librarian or Human Resources.

Even though librarians do not have a specific amount of sick leave to use, librarians must still report their use of sick leave in the College's timekeeping system to comply with New York State Paid Sick Leave recordkeeping requirements. When a librarian is on short-term disability or paid family leave, the College will supplement short-term disability or New York Paid Family Leave benefits so the librarian continues to receive their full salary for the duration of their paid leave. To receive this supplemental pay, the librarian must be on college-approved short-term disability or receiving New York Paid Family Leave benefits. This supplemental pay cannot be used in conjunction with any other form of paid or unpaid leave.

Salary increases, as determined by the College administration, are paid annually. Librarians will undergo 3<sup>rd</sup> and 6<sup>th</sup> year reviews and will be subject to promotion evaluation procedures/criteria and discharge procedures that have been designed to meet the specific goals of professional library service. (See Appendix VI to this document for details regarding much of the above).

Union College professional librarians are expected to hold a graduate library degree or other appropriate professional credential. They are appointed by the Dean of the Faculty and are responsible to the College Librarian who in turn reports to the Dean. Librarian ranks consist of Assistant Librarian I, Assistant Librarian II, Associate Librarian, and Librarian. As described in Appendix VI of the Faculty Manual, the personnel system for those with professional librarian

appointments includes specification of criteria procedures and other provisions related to initial appointments, renewal of appointments, and promotion.

All who have professional librarian appointments are entitled to academic freedom in the performance of their duties, including full freedom in research and in the publication of the results, subject to the adequate performance of other duties. In instructing students, those with professional librarian appointments are entitled to freedom of discussion but should be careful not to introduce into instruction controversial matter which has no relation to the subject of instruction or which creates an intimidating, hostile, or demeaning educational environment. When speaking or writing as a citizen, those with professional librarian appointments should be free from institutional censorship or discipline, but the association with the College imposes special obligations. It should be remembered that the public may judge the faculty and the institution by the utterances of its members.

The College may terminate professional librarian appointments "for cause." As used in this document, "for cause" means:

- A librarian's "failure or refusal to perform" substantially all the duties required of him/her/them as established by the annual work plan and its related guidelines;
- A librarian's inability, due to mental or physical incapacity, to perform their essential job duties;  
or
- A librarian's "breach" of a term or condition of the policies and/or guidelines for the professional librarian.

In case of potential termination, the College Librarian would confer with the librarian whose performance is in question, the immediate supervisor, and the Dean of the Faculty. The librarian would be notified in writing of their performance problem or problems and given specific directions for improving the alleged performance deficiency or efficiencies or for correcting the alleged breach. If after 30 days from written notification the librarian has not corrected the problem to the College Librarian's satisfaction, the College may terminate the librarian "for cause."



## **VII. LEAVES RELATED TO PROFESSIONAL DEVELOPMENT**

Refer to Section I-VI for leaves related to personal reasons.

### **A. Sabbatical Leaves**

Faculty members holding tenure-track appointments are eligible to apply for a sabbatical leave. The primary purpose of a sabbatical is to improve the faculty member's competence as a teacher-scholar at Union by involvement in activities which are normally unavailable in the regular teaching year. The activity should be chosen to provide professional growth of the individual such as by participating in a more advanced and broader scope of research; developing one's capabilities in an allied or interdisciplinary area; or engaging in a plan of study aimed at initiating a program of new research. Any teaching or consulting to be done on sabbatical must be demonstrably part of the overall plan of professional growth.

The application for sabbatical leave should provide (a) a full and clear explanation of the plan of study during leave and (b) report on the arrangements made or pending for the carrying out of that study. It should be reviewed and approved by the chair of the applicant's department and then transmitted, with a letter indicating the chair's approval, to the Dean of the Faculty. The Faculty Review Board examines the application and recommends for or against to the President who transmits recommended applications to the Board of Trustees. Since the Board must make its decision in time for a replacement, if one is needed to be engaged, faculty members should submit their applications no later than January first preceding the academic year in which the leave is to be taken.

Upon return from a sabbatical leave of absence, the faculty member is expected to submit a report of activities during the sabbatical leave to the Dean of the Faculty with whom it must be filed as part of the permanent dossier. Such a report must be filed during the year immediately following the sabbatical. A faculty member may not be considered for a sabbatical leave if the report for the previous sabbatical has not been filed.

Although treatment of claims is reported to have lacked uniformity, Revenue Ruling No. 64-176 provides in general that the expenses of a teacher for sabbatical leave travel will be deductible as ordinary and necessary business expenses only if, and to the extent that, the travel is directly related to the duties of the teacher. Anyone planning travel for the purpose of sabbatical study should obtain a copy of the ruling and confer with a local Internal Revenue official in advance of filing a claim.

#### **1. Tenure-track junior faculty**

Junior faculty may apply for a half-year sabbatical with full pay or a full-year sabbatical at half pay. This sabbatical does not affect the first sabbatical as a tenured faculty member which occurs in the seventh year, just after the completion of a successful tenure review or, if the tenure

review occurs before the sixth year, during the seventh year of employment in a tenure-track position at the college. (Approved by the Board of Trustees January 13, 1993)

In special circumstances, a junior faculty member may be able to combine one of the above sabbatical leaves with an unpaid leave of absence to enable participation in a year-long research program.

## **2. Regular tenured faculty (amended effective May 10, 2005)**

Tenured members of the faculty are entitled to apply in writing for a sabbatical leave equivalent to one-half of a normal load for the academic year on full salary or a full year on half salary, to be taken during their seventh year of teaching on the Union faculty after six years of full-time teaching, or the equivalent, following a tenure decision or a previous sabbatical leave.

Alternatively, one may apply for a one-term (2 course) sabbatical leave on full salary after three years of full-time teaching, or the equivalent, following a tenure decision or a previous sabbatical leave. The sabbatical clock will normally restart with the year following the year of the leave.

Chairs of departments try to work out a rotating schedule of sabbaticals, so that no department will be severely handicapped during any particular year by the absence of faculty members on sabbatical leave. Normally the department chair will only replace a faculty member on a one-term leave if absolutely necessary and, in that case, only with adjuncts. Since the purpose of a sabbatical leave is to improve the faculty member's competence as a teacher-scholar at Union, the College expects that anyone granted sabbatical leave will return to teach here for at least one year after termination of the leave.

The College recognizes that, on occasion, circumstances may force a faculty member to change plans after they have been approved. In such situations the faculty member shall notify the Dean of the Faculty and obtain approval for the changed plans. The Dean may consult the FRB before approving such a change in plans. Time spent on leaves of absence without salary normally does not count towards the six (or three in the alternate option outlined above) years of full-time teaching required for sabbatical leave. A faculty member may not apply for a sabbatical leave immediately following a leave of absence. Exceptions to this policy must be approved by the Dean of the Faculty in consultation with the FRB.

### **B. Leaves without Pay for Professional Development**

A faculty member may request through the Dean of the Faculty a leave of absence without pay for not more than one year to pursue research that will enhance professional development. In general, a faculty member should request such a leave before January 1 for the following academic year so that the College may review its personnel needs. If leave is granted, the College assumes that the faculty

member will return to Union College the year following the leave unless the faculty member notifies the College to the contrary before February 1 of the academic year on leave.

A leave of absence without pay normally does not count towards establishing eligibility for a sabbatical. Consideration of salary increases while a faculty member is on leave depends upon the extent to which the leave enhances his or her service to the College. The College wishes to remind the faculty that the Flexible Benefit Program covers faculty on leave only when they are engaged in full-time study for an advanced degree or actively working in the field of education or pursuing research under a foundation or government grant. The Flexible Benefit Program may be continued, provided the individual pays the full cost. Reimbursement for the College's contribution portion will be made upon the resumption of teaching. The Core Benefit portion of the program will continue to be paid by the College. The College does not make any contribution to the pension plan while the faculty member is on leave. Faculty going on leave who have children in college and are receiving financial assistance from Union toward tuition costs elsewhere should inform the Dean of the Faculty's Office of their plans and, when they return to Union, apply retroactively for this fringe benefit for the year of the leave.

For those faculty on leave who remain in Schenectady, the College makes available office space, laboratory space, and other facilities (including services) so far as they are not needed for the normal operation of the College. Priority for such needs goes to faculty on active status. Requests should be forwarded by the department chair to the Dean of the Faculty's Office.

### **C. Leaves of Absence for Winners of Prestigious Grants**

Faculty who win prestigious grants that contribute to their professional development and bring favorable notice to the College may apply to the Dean of the Faculty for salary and benefits, as outlined below. The Dean of Faculty will determine which grants are “prestigious grants”. Approval of all leaves of absence will continue to be at the discretion of the Board of Trustees upon recommendation of the President.

#### **1. Salary**

A faculty member may apply to the Dean of the Faculty for a salary supplement in order to maintain full or partial salary during the leave. More lead time will increase the likelihood that a salary supplement can be approved; ideally, the faculty member will apply for any supplement before the grant application is submitted. Approval of a salary supplement depends on the frequency with which the faculty member has received paid leaves, the ability of the faculty member's department, associated programs, and the College to staff courses in the faculty member's absence given financial resources, the amount of salary supplement requested, and the prestige of the grant. Adjustment of sabbatical schedule to delay the next sabbatical can ease the resource impact on the College of a salary supplement, thereby increasing the supplement's feasibility. A faculty member who receives a salary supplement is obligated, as with sabbatical leaves, to file a report upon return

with the Dean of the Faculty summarizing the leave and to return to the College for at least one year following the leave.

## **2. Benefits**

A faculty member may apply to the Dean of the Faculty for continuation of all or specific College benefits during the leave. Eligible benefits include the Flexible Benefit Program, the Retirement Plan, Tuition Program, and other benefits provided to employees as per the eligibility requirements of the College. Approval is contingent on the same factors described in the salary section above, as well as on the feasibility of approving requests involving unusual circumstances. Faculty members who apply for continued benefits will be responsible for their share of contribution while the College contributes its portion. If a faculty member were not to return to the College, he or she would be required to reimburse the College for its contribution. Faculty who are granted continuation of benefits are subject to all changes in benefits policy that occur while on leave.

Please note that current legal requirements do not allow Union to make retirement contributions on the basis of salary that Union is not paying. Contributions that would have been made to the retirement plan on the basis of any external income will be paid to the faculty member as taxable income. As always, the faculty member has the option to direct otherwise taxable income to the retirement plan up to the statutory maximum. Arrangements to do this in advance of income payments should be made with Human Resources.

## **VIII. OUTSIDE WORK**

The fundamental obligation of the faculty member is to Union College and the College regards its contract as one for engaged employment. Recognizing the value of faculty services to the larger community and the value of "work in the field" to faculty members, the College generally allows outside work for no more than the equivalent of one full day's time each week during the academic year (September through June) for full-time employees.

Outside work approval is required for any arrangement with an external organization including, but not limited to, corporations, individuals, firms, organizations or other institutions of higher education when:

- The faculty member teaches at another institution, OR
- The faculty member is compensated, either directly or indirectly, for one or more engagements for which the total time exceeds the equivalent of ten (10) full days during the academic year (September through June), OR
- The faculty member's outside work is such that College resources (time, supplies, equipment, facilities, etc.) are used for gain other than to benefit Union College when the work is performed. Infrequent, incidental use of College resources is permitted. Questions of appropriate use of resources can be directed to Academic Affairs, OR
- The faculty member's outside work with the external organization presents a potential or actual conflict of interest with Union College activities or responsibilities. A "conflict of interest" may take various forms but arises when any member of the faculty is in a position to influence the College's decisions in a way that could lead to personal gain by a faculty member or a faculty member's close relative(s), or give improper advantage to others to the College's detriment; consultation with the Dean of the Faculty is welcomed.

Faculty members must seek approval from their Department Chair and the Dean of the Faculty prior to the start of any arrangement by following the guidelines established by the Dean of the Faculty office.

Arrangements that fall under the definition of outside work but have been approved by an academic dean through other established procedures (e.g. grants, teaching while on sabbatical) need not obtain additional outside work approval.

For any approved outside work, the College expects that:

- Outside work will be such that it will contribute to a faculty member's professional development.
- Outside work cannot in any way interfere with the full and punctual fulfillment of a faculty member's responsibilities to the College (e.g. teaching, research, advising, service, committee work, etc.).
- The College's name is not to be used other than to identify the faculty member as an employee of the College.
- Faculty members reimburse the College for the full market value for significant use, repair, or maintenance of any equipment, supplies, or facilities used in the outside work arrangement. Consultation or approval from the VP of Finance and Administration may be required.

- Faculty members report to the Dean of the Faculty, by August 31st, any changes in assumptions or actual time work for approved outside work.

## **IX. PROCEDURES FOR DISMISSAL AND SANCTIONS**

*In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, will be a rare exception, caused by individual human weakness and not by an unhealthful setting. When it does come, however, the college must be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, the presidents and the governing boards must be willing to give due consideration to a faculty judgment favorable to the colleague.*

Adapted from the "1958 Statement on Procedural Standards in Faculty Dismissal Proceedings," p. 11, AAUP Policy Documents and Reports. 9th ed.

### **A. Termination of Faculty Appointments**

A faculty appointment with indefinite tenure will terminate only if and when one of the following circumstances occurs: (1) retirement; (2) resignation; (3) death; (4) commencement of an accepted superseding appointment (e.g., upon promotion from associate professor to professor, or upon entering on a permanent position at another institution); (5) dismissal for cause, upon one or more of the grounds stated in Dismissal for Cause and Other Sanctions and subject to compliance in good faith with the procedures specified there; (6) determination that the number of faculty members must be reduced as a result of good faith discontinuance or reduction in size of all or part of a program, department, or other segment of College operations; such discontinuance or reduction will be implemented only after consideration of the educational, economic, and other relevant aspects of the decision by the Academic Affairs Council and Planning and Priorities, and shall include the Board of Trustees' review; an effort will be made to ease any dislocation experienced by the faculty members involved.

A faculty appointment without indefinite tenure will terminate before the expiration of its term only if and when one of the circumstances stated in items (1) through (6) inclusive as listed above occurs: otherwise it will terminate upon the expiration of the term of appointment without reappointment or promotion.

Authority: Termination of appointment (other than by death or resignation) is made by the Board of Trustees acting upon a recommendation by the President.

### **B. Dismissal for Cause and Other Sanctions**

#### **1. Dismissal for Cause**

A person holding a faculty appointment with or without indefinite tenure may be dismissed for cause from employment by the college only on one or more of the following grounds:

- a. substantial and continuing neglect of duties;

- b. demonstrable incompetence;
- c. acts of moral turpitude or sexual harassment, or harassment based on age, color, disability, ethnicity or national origin, gender, race, religion, sexual orientation, or sex; (On "moral turpitude" 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. AAUP Policy Documents and Reports, 9<sup>th</sup> ed., "1940 Statement of Principles on Academic Freedom and Tenure, 1970 Interpretive Comments #9: p.7.)
- d. egregious conduct that places the institution or members of the College community in substantial danger to life, welfare, or well-being; (See FM II on Academic Freedom)
- e. persistent and willful violation of standards of faculty conduct; these standards are set forth in the "Faculty Resolution on Professional Ethics" (FM V.I.).

To consider whether to dismiss or otherwise discipline a faculty member for cause, the duly constituted senior members of the Faculty Review Board (as provided in the section entitled Faculty Review Board Procedure) must make a finding as to whether or not the action is justified and whether or not sufficient cause exists based on one or more of the grounds listed above, and these findings must have been arrived at by following in good faith the procedures prescribed in the section on Procedure detailed below. Regardless of whether or not the finding recommended dismissal or other disciplinary measures, these findings must be submitted to the President in a written report. If the recommended sanction is not dismissal, the President makes a decision; if the sanction is dismissal, the President informs the Board of Trustees for final action.

A dismissal becomes effective when notice of the final decision of the Board of Trustees is given to the dismissed faculty member by the President in writing by first-class mail to his or her last known home address. The dismissed faculty member shall continue to receive his or her salary, at the rate in effect immediately before the date of the decision of the Board of Trustees until the earliest of: (a) the end of the current term; (b) the commencement of other employment. If, however, the President upon the recommendation of the senior members of the Faculty Review Board finds that egregious conduct by the faculty member (as defined above) has been established, and the Board of Trustees concurs, the dismissed faculty member shall not be entitled to receive any salary after the dismissal has become effective.

## **2. Sanctions**

Sanctions other than dismissal may be imposed on a faculty member only on the same grounds listed in the above subsection on Dismissal for Cause, when it is determined the grounds for the charges are not of such a gravity or such a nature as to merit dismissal. Such sanctions may be imposed by the



President upon reviewing the findings of the senior members of the Faculty Review Board arrived at by following in good faith the procedures prescribed in the subsection of Procedure.

Sanctions that may be imposed in this manner include, but are not limited to: reduction in salary; embargo on the consideration of salary increases for a specified period of time; prohibition of proposing through the College some or all sponsored research or other grants for a specified period of time; censure; public apology to the college community.

When the very nature of the sanction requires disclosure (e.g., censure, public apology), the disclosure shall be made only to the extent strictly required. However, the fact that a sanction has been imposed, and the grounds therefore, documented by the report of the senior members of the Faculty Review Board, shall be made known to those directly participating in any appointment or tenure decision process for the sanctioned faculty member, and the nature and the gravity of the established charges leading to the sanction are a legitimate consideration in formulating recommendations regarding the appointment or tenure decision as well as in making the decision itself.

## **C. Procedure**

### **1. Initiation and Inquiry**

When the Dean of the Faculty becomes aware of facts giving rise to a violation that could result in a procedure aimed at dismissing a faculty member for cause or at imposing other sanctions on him or her, the Dean of the Faculty and/or the Dean's designated representative from the College community shall conduct an investigation and may consult with the faculty member about whom the complaint was made. If the result of such a conversation does not resolve the issue of the violation to the satisfaction of the Dean of the Faculty, the Dean of the Faculty (or a designated representative from the College community) may consult with the Chair and the Secretary of the Faculty Executive Committee and the Assistant Dean for Diversity, Equity and Inclusion. These three officers shall review the findings with the Dean (or the Dean's designated representative) and meet with the faculty member about whom the complaint was made. At the conclusion of the review, an attempt to resolve the matter to the satisfaction of the Dean of the Faculty will be sought.

If no resolution is achieved, the Dean of the Faculty will initiate the procedure by communicating to the faculty member in writing a summary statement of the grounds on which a dismissal for cause or the imposition of another sanction is sought, as well as the specific nature of the proposed sanction, and advising the faculty member of the procedure to be followed and of the options available to him or her.

### **2. Suspension**

If evidence leading the Dean of the Faculty to initiate a procedure for the dismissal for cause of a faculty member appears to the Dean of the Faculty to involve egregious conduct as defined in the subsection of Dismissal for Cause, the Dean of the Faculty may, when initiating the procedure or at any later time during the procedure, suspend the faculty member with pay continued pending the outcome of the final decision. The suspension shall become effective upon notification in writing to the faculty member. The senior members of the Faculty Review Board shall be informed of the suspension. The Dean of the Faculty may revoke a suspension at any time. If not revoked earlier, a suspension shall remain in effect until the final disposition of the initiated procedure.

### **3. Statement of Charges**

If, after initial inquiry and consultation, the Dean of the Faculty has decided to continue the initiated procedure, he or she shall communicate to the faculty member in writing a statement of charges, which is a formal statement specifying: the grounds upon which dismissal for cause or the imposition of sanctions is sought; the particular charges made on those grounds; the proposed sanction(s) (dismissal for cause or another specific sanction); the detailed procedure to be followed; and the procedural rights accorded to the faculty member.

If the charges in a procedure for dismissal for cause involve egregious conduct, as defined in Dismissal for Cause, the statement of charges shall include a declaration to this effect, whether the Dean of the Faculty has, in consequence of these charges, suspended the faculty member or not.

The statement of charges shall, in particular, inform the faculty member that a hearing on the charges will be conducted by the senior members of the Faculty Review Board at a specified time and place. The time of the hearing shall be set no earlier than thirty days nor later than forty-five days after the communication of the statement of charges, unless the Chair of the Faculty Review Board arranges a reasonable extension of the latter time that is agreeable to the Dean of the Faculty and the faculty member.

No later than ten days before the date set for the hearing, the faculty member should respond in writing to the statement of charges, in order to answer the charges made there.

### **4. Faculty Review Board Procedure**

The following procedures will be followed by the five senior members only of the Faculty Review Board. A Board member shall be recused from participation in the Board's review, discussion, and vote of individual cases from his or her home department. If the faculty member under investigation is himself or herself a member of the Faculty Review Board, he or she shall be recused from the case. If a faculty member wishes to recuse himself or herself from a case, he or she may consult with the Chair and the Secretary of the Faculty Executive Committee (FEC) who will determine if recusal is appropriate. If the faculty member under investigation wishes to ask a member of the Faculty Review Board to recuse himself or herself, that faculty member will make the request to the Chair and

Secretary of the FEC who will determine if the request is justified and the recusal appropriate. In all such cases covered here, if a current senior member is recused or otherwise unable to serve, a previous corresponding member of the Faculty Review Board (from the appropriate division or “at large”) will act in his or her stead. If no corresponding former member of the FRB is available to serve, the FRB Chair, in consultation with the Chair and Secretary of the FEC, will select a corresponding senior faculty member to serve in this capacity.

The Dean of the Faculty shall promptly provide the Faculty Review Board with the statement of charges and his or her report presenting the results of the Dean's investigation including but not limited to witness statements and the faculty member's response to the charges. The Board shall begin its examination of the case by considering these documents. The deliberation by the Faculty Review Board shall be based on the evidence submitted by the Dean of the Faculty and the faculty member. The evidence may include written documentation and oral testimony by witnesses presented either by the Dean of the Faculty or the faculty member.

The Faculty Review Board may have access to the College counsel to assist it in establishing the procedures for conducting the hearing. The hearing must be private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the charges in the Dean of the Faculty's statement of charges shall be presented at the hearing.

The Dean of the Faculty or a College officer of the Dean's choice may attend the hearing in person, and the Dean may designate a representative from the College community to assist in developing the case. The Faculty Review Board, however, conducts the questioning of witnesses, and controls the course of the hearing.

The faculty member shall have the option of having a member of the College community present as an adviser. The role of the adviser will be limited to consulting with the accused in the course of the hearing. The adviser will not be permitted to represent (speak for, take the place of, etc.) the faculty member during the hearing, or question witnesses. The Faculty Review Board shall assist the faculty member, if necessary, in securing the attendance of witnesses at the hearing. The faculty member, as well as the Dean of the Faculty or the Dean's representative, shall have the right, within reasonable limits set by the Faculty Review Board, to question all witnesses testifying in support of charges. When a witness is unable to appear at the hearing, a sworn deposition, made in the presence of the faculty member and the Dean of the Faculty or the Dean's representative, who shall have the right to question the witness, may be admitted as evidence. All the evidence admitted shall be duly recorded, and a transcript of the hearing shall be prepared. The transcript shall include all documents submitted in the course of the hearing.

In the hearing of a charge of incompetence, the testimony shall include that of qualified faculty members from Union or other institutions of higher education selected by the Dean of the Faculty in consultation with the Faculty Review Board.

The Faculty Review Board shall not be bound by strict rules of legal evidence and may admit any evidence that is of probative value in resolving the issues involved. Every possible effort shall be made to obtain the most reliable evidence available. The findings of fact and the recommendation shall be based solely on the evidence that is presented at the hearing.

**5. Faculty Review Board Recommendation**

Following a hearing, the Faculty Review Board shall weigh the information and evidence and, after deliberation, shall prepare a reasoned statement of opinion that is a recommendation to the President in the form of a written report containing both the Faculty Review Board's findings and its recommendations as to whether or not the sanction(s) is justified. This recommendation, together with information and evidence, shall be communicated to the President, and the faculty member. The President, after reading the report, shall form a decision and inform the Board of Trustees.

On each of the charges contained in the Dean of the Faculty's statement of charges, the Faculty Review Board shall decide (a) whether it finds that the charge is contained within one or more of the grounds listed in the Dismissal for Cause and Other Sanctions, and (b) whether it concurs in the Dean's finding that the charges have been arrived at by following in good faith the specified procedures (outlined in the section Initiation and Inquiry).

An affirmative opinion is reached if at least three of the five senior members of the Faculty Review Board agree that the charge is contained within one or more of the grounds listed in the Dismissal for Cause and Other Sanctions, and concur in the Dean's finding that the charges have been arrived at by following in good faith the specified procedures (outlined in the section Initiation and Inquiry).

If the Faculty Review Board concurs in the disposition proposed by the Dean of the Faculty, viz., dismissal for cause or some other specific sanction, it may decide to make a reasoned proposal of a sanction the same as, more severe, or less severe than that proposed by the Dean as it deems appropriate to the case.

**6. The President's Decision**

The President shall accept in whole, accept in part, or reject the finding and recommendations of the Faculty Review Board, and impose the proposed sanctions or impose the sanctions he or she deems appropriate. The President shall present his or her decision in writing, setting forth the grounds for said decision. If the Dean of the Faculty and the Faculty Review Board have proposed different sanctions or no sanctions, the President will impose whichever he or she considers more appropriate unless the sanction to be imposed is dismissal. In that case, the President will seek the approval of the Board of Trustees in accord with the provisions of Sanctions.

**D. Appeal for Reconsideration**

If dismissal or other severe sanction is recommended, the President will, on request of the faculty member, transmit to the Board of Trustees the transcript of the case. In addition, the faculty member is entitled to present a written argument to the Board of Trustees. The Board of Trustees' review will be based on the record of the hearing of the Faculty Review Board and the written argument of the faculty member, if it is presented. The decision of the President will either be sustained or the Board of Trustees may make a reasoned determination for a less severe sanction or exonerate the faculty member.

**E. Communications and Notifications**

All communications and notifications addressed to any person by the President or by the Faculty Review Board regarding or related to a procedure aimed at the dismissal for cause of, or the imposition of other sanctions on, a faculty member shall be made in writing by first-class mail to the faculty member's last known home address.

**F. Records**

If the final disposition of the case is the imposition of a sanction other than dismissal for cause, the documents pertaining to the case including the statement of charges, the final Faculty Review Board Report, and the final decision shall be made part of the faculty member's personnel record.

Summary of the established charges shall be disclosed only to the extent strictly necessary. The availability of information on the imposition of a sanction to the persons directly involved in making recommendations on appointment and tenure decisions regarding sanctioned faculty members is provided for in Sanctions and Records.

If a public statement about a case is made by the faculty member concerned or by any other person while the proceedings are still in progress or after they are concluded, the President shall have the right to a public reply.

## **X. FACULTY RESIGNATIONS**

In the event that a faculty member decides to resign, the following procedures should be observed:

- Resignation before May 1 to accept a position in the forthcoming academic year.  
Unless a faculty member has been notified by December 15 that an appointment is terminal, the faculty member should not consider a position elsewhere without first informing the department head of an interest in another position. The College recognizes that a faculty member may well become aware of a teaching opportunity which represents a professional advancement which should be seriously considered, but it is a matter of courtesy to alert the department head to the possibility and to confer before accepting any firm offer. Acceptance of another position requires a release from an appointment at Union College and a formal letter of resignation addressed to the Dean of the Faculty who, after consultation with the President, will acknowledge the action taken
  
- Resignation after May 1 to accept a position in the forthcoming academic year.  
Colleges, including Union, have generally accepted the understanding that after May 1 a faculty member should honor the contract for a coming academic year unless an emergency makes an exception reasonable. If a faculty member is approached by an irresistible opportunity, the department head and the Dean of the Faculty should immediately be notified and the dean or head of the other institution or agency should be requested to confer with the Dean at Union before any further negotiations occur. This procedure prevents any misunderstanding which might prejudice the future appointments of the faculty member. Acceptance of another position requires a release from an appointment at Union College and a formal letter of resignation addressed to the Dean of the Faculty who, after consultation with the President, will acknowledge the action taken.

## **XI. SALARY INCREASES AND FACULTY ACTIVITY REPORTING**

### **A. Salary Increases**

Annually, tenure-track faculty members and lecturers receive equal allotments of funds that remain in the pool for salary increases after mandated payments for promotions, funds discretionary to the office of the Dean of the Faculty, and cost-of-living adjustments are awarded. Procedures for evaluation of the faculty regarding salary increases are developed by the Dean of the Faculty and the Faculty Review Board. Copies of these procedures are available through the Dean's office or from the Chair of the Faculty Review Board.

### **B. Annual Review**

Each faculty member submits an annual written report of professional activities over the past year to the department head and to the Dean of the Faculty.

**XII. CONTRACT RENEWALS**

Renewal contracts following positive Presidential decisions in reappointment reviews normally shall be for three years unless financial exigency or the necessity to eliminate the teaching position in question arises. In these cases the contract will terminate at the end of either the first or second year, provided only that notification of termination be given to the incumbent no later than March 1st of the first academic year of service at Union or December 15th of the second academic year of service (or, if the appointment expires within the academic year, not later than six months before the date of expiration), or not later than twelve months before the date of termination for those who have held appointments at Union two or more years.

All contracts are subject to the right of the Trustees to terminate them summarily for malfeasance or non-feasance or other adequate cause, duly adjudicated.



### **XIII. EMERITUS POLICY**

**Emeritus Faculty:** A member of the general faculty in good standing who retires from the College (following College retirement policies in effect at the time) is eligible for emeritus status at the rank of his or her appointment at time of retirement (i.e., Professor Emeritus, Associate Professor Emeritus, Lecturer Emeritus, Librarian Emeritus). Emeritus Faculty and Librarian Emeritus are titles conferred by the Vice President for Academic Affairs and reported to the Trustees of Union College for the purpose of recognizing the meritorious service of the Faculty member or Librarian upon or after retirement. The conferring of the title does not extend, nor create, an employment relationship with the College. Emeritus status confers the following privileges:

- Maintenance of a Union College email account
- Access to the library, on-line journal subscriptions, athletic facilities, and the faculty house at 6 Douglas Rd, subject to the relevant rules of use of these facilities
- Notification about appropriate College events on and off campus
- Participation in public ceremonies (walk in faculty procession at Commencement, convocation, and Founders Day)
- Access to campus athletic and cultural events similar to those conferred to Faculty

Emeritus status should be requested from the Vice President for Academic Affairs upon submission of the letter indicating the intent to retire. Emeritus status takes effect on September 1st of the academic year following retirement, and it is contingent on the faculty member fulfilling his or her responsibilities associated with leaving the College (including vacating all office and laboratory space). Emeritus status does not confer voting privileges or membership in the general faculty. Emeritus status may be revoked by the Vice President for Academic Affairs if the Vice President for Academic Affairs determines, in his/her sole discretion, that the emeritus faculty member has misused his or her privileges or failed to comply with applicable College policies, or that it is in the best interests of the College to revoke the title. The VPAA may consult with, and will inform, the Chair and Secretary of the FEC before deciding to revoke Emeritus status.

At the discretion of and according to the needs of the College, emeritus faculty members may teach on an adjunct basis at the prevailing overload rate and are subject to the same appointment and evaluation policies as all adjunct faculty. Continued teaching on an adjunct basis is dependent on positive course evaluations and College needs.

Emeritus faculty members are eligible for a legal defense and indemnification for their scholarly work subject to the terms and conditions under Union College's insurance policies in place at the time of the claim.



## **Faculty Manual**

### **Section III**

# **Teaching Regulations and Procedures**

**January 1, 2024**

**Union College**  
807 Union Street  
Schenectady, NY 12308

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## **I. COURSE AND CLASSROOM POLICIES**

The general responsibility for classes resides with the instructor, limited only by the academic regulations of the College and the policy of the department. These regulations represent the conditions under which instruction occurs at Union. When questions arise, a faculty member should first consult the department head.

### **A. Classroom Assignments**

All initial classroom assignments are made by the Office of the Registrar. After the second week of the term, requests for changes in classroom assignments should be directed to the Central Scheduling Office. Requests for the use of extra rooms for tests or lectures should be made to the appropriate office. Rooms for special meetings, evening groups, etc., must be cleared through the Central Scheduling office. This is not only to avoid conflicts in assignments but to see that adequate security coverage is made available at the close of meetings. Groups should check doors and windows before leaving a room.

### **B. Class Rosters**

The Registrar's Office maintains the official class rosters online. Faculty members should review their rosters at the beginning of each term for any discrepancies and bring them to the attention of the Registrar as soon as possible. As long as a student's name appears on the online class roster the student should be considered a member of the class and reports made accordingly.

### **C. Change of Course or Section**

Students are not permitted to switch from one course or section to another without specific authorization from the Registrar. The general regulations concerning dropping and adding of courses, changing majors, and withdrawal from College or individual courses appear in the online Academic Catalog <https://catalog.union.edu>. Students are able to add a course through the end of the first week of the term without faculty permission. After that, they must secure written permission from the instructor for any course added after the first week.

### **D. Attendance**

Each instructor shall announce at the beginning of the term the expectation with respect to class attendance. In general, the College expects students to attend classes regularly. Moreover, each instructor may make explicit requirements concerning attendance in the course, for the College realizes that methods of instruction vary and classroom participation may have greater prominence in one course than in another. Within this regulation, each faculty member is expected to keep a record of a student's attendance in classes and laboratories. This record is particularly significant for students in academic difficulty.

Whenever a student is absent for more than a week without explanation, the faculty member should report the student's name and the dates of absence to the Dean of Students and also file an "Early Alert" via the Early Alerts & Commendation system. Not infrequently a student may leave college for a time and this information becomes important, especially in the event of accident, injury, or serious emotional stress.

Students who wish to be excused from attendance at class are expected to tell the faculty member in advance or, when that is not possible, immediately afterwards.

The faculty member is not only expected to act promptly to discourage indiscriminate class absences, but also has the privilege of failing a student for excessive cutting. Good practice expects that the instructor will first warn the student; if the habit continues, the instructor should notify the student in writing and address a brief request to the Registrar that a grade of "F" be entered for that student. A copy should go to the Dean of Studies.

In the event that a faculty member plans a field trip off-campus, they should notify the department head and the Dean of Studies as far in advance as possible and check with all the students in the course to determine whether this absence will work an undue hardship on their participation in other classes scheduled during the field trip.

Faculty members are expected to meet their classes as scheduled. If there are occasions of illness or other necessary absence from the campus, the faculty member should notify and consult with the head of their department. If the absence is for more than three days, the Dean should also be informed. The College hopes that other faculty may be available to substitute if the absence is for more than one class.

A class can be canceled only for a legitimate reason. Any class that a faculty member cancels must be made up. Each faculty member is expected to maintain a minimum of three regularly scheduled and posted office hours per week. It is acceptable to state availability as "to be arranged" only for hours above and beyond the minimum of three hours per week. Any faculty member who finds it necessary to be out of town for more than two consecutive days is expected to notify in advance their department chair.

## **E. Student Trips**

Arrangements for all student trips undertaken by any department involving absence from a course in another department should include prior notice to the Dean of Studies.

## II. EXAMINATIONS AND ASSIGNMENTS

### A. Examinations

Faculty members are free to give whatever types of examinations, essays, reports, and laboratory assignments they deem appropriate. Although no regulation requires notifying students in advance of hour tests, it is general practice to announce to students at the beginning of the term an approximate schedule of such tests. An hour test counts as a class. No hour tests may be given during the week preceding the final examinations except for laboratory tests. A student absent from an hour test receives an “F” unless the instructor excuses the student. The faculty member should check directly with the Health Services in case of a student illness or with the Dean of Students if the student is absent because of an official College function. The College asks that instructors arrange directly an approximate make-up test for students who have legitimate excused absences. In deference to their colleagues and in fairness to students, faculty should schedule mid-course exams for regular recitation periods and conclude the exercise within the period of the class.

Final examinations are scheduled by the Registrar’s Office and will, whenever possible, avoid student conflicts. For this reason, it is generally difficult to change the time of an examination. Any changes to which the Registrar cannot readily agree must have the approval of the Dean of Studies. Most final examinations are conducted in regular classrooms. Multiple section courses may be combined in one or more large rooms, however, if the instructors do not object and conflicts are not created.

Members of the faculty are free to use a variety of formats for their final examinations (including, for example, “open-book” and “take-home” tests). The format to be used, and the ground rules governing it, should be carefully explained to students well in advance of the examination itself. Examinations may be proctored or not, in accordance with Section III-L, the Academic Honor Code, “Faculty Responsibility.” If a faculty member chooses to find a substitute to be present during an exam, such a substitute must be another faculty member or a substitute approved by the faculty member’s department chair.

If a traditional type of examination is given, the following procedures should be observed:

- The examination should be given at the time and in the place indicated on the Registrar’s published examination schedule.
- Reasonable steps should be taken to assure an atmosphere conducive to maximum performance by all students and to foster adherence to the Academic Honor Code (Section III-L).

College regulations require that all assigned work be completed by the deadline set by the instructor, but no later than the end of the examination period. A grade of “Incomplete” may be given only if difficult circumstances clearly beyond the control of the student warrant this procedure. The submission of a grade of “I”

must be accompanied by a form signed by both the instructor and the student (whenever possible) acknowledging the requirement that the work be completed within two weeks of the end of examination period. Any extensions beyond that date must be approved by the Dean of Studies.

## **B. Proficiency Exams**

See catalog for details.

The instructor involved is remunerated as follows:

- For preparing, administering and grading a proficiency exam:  
Honorarium = \$175.00.
- For administering and grading a previously used exam for a second student, or if two are taking the same exam together:  
Honorarium = \$25.00.

When the instructor submits the grade to the Registrar’s Office, they will be asked to request payment by means of a form prepared by the Registrar.

## **C. Grades**

Information concerning the grading system is in the online Academic Catalog.

Grades are assessments, as fair and objective as possible, of the student’s work at the end of the term. Fairness demands that all students be held to the same reasonable deadlines, within the term. All instructors are expected to make fair and careful appraisals of each student’s work at the end of the term, and to submit grades online to the Registrar no later than the due date specified by the Registrar following the final exam period.

“C-“, “D” or “F” grades require special comments, which are used by the Sub-Council on the Standing of Students when necessary. These comments are submitted online along with the grades. Only through faculty cooperation in the prompt filing of grades can the academic standing of the next term and a timely meeting of the Sub-Council on the Standing of Students be held. For students completing requirements for graduation, any grade of “F” (Failed) or “I” Incomplete must reach the Office of Registrar by 9:00 a.m. on the Thursday preceding Commencement.

Faculty members should consult the Academic Catalog for information on withdrawals. Only the Dean of Studies can authorize a late term withdrawal.

#### **D. End of Term Grade Changes**

Grades, once submitted, come within the protective domain of the College. Grade changes can only be made upon petition to and with the approval of the Sub-Council on the Standing of Students, the body authorized by the Academic Affairs Council to hear such requests.

Should a member of the faculty wish to change a grade for substantive reasons (other than clerical error), it is necessary to make a request to the Sub-Council on Standing of Students, which may be sent to the Dean of Studies. The Sub-Council will not accept a request without a full explanation supported with detail. Faculty may not allow a student to submit late or additional work in order to improve their grade, unless an official grade of Incomplete has been assigned. In those instances in which the request to change a grade is based on a clerical or computational error, the Registrar may act for the Sub-Council.

The Sub-Council will grant a grade change appeal by a student only under extraordinary circumstances, namely when it can be demonstrated that the grade was inequitably awarded.

This is limited to one or more of the following:

- the assignment of a grade on some basis other than performance in the course.
- the assignment of a grade by applying more exacting and demanding standards than were used for other students in the course.
- the assignment of a grade involving a gross violation of the professor's own announced grading standards for the course.

A student wishing to appeal a grade in a course should do so no later than the end of the second week of the subsequent term. The student should confer with the faculty member who assigned the grade (if this faculty member is not available, then they should meet directly with the department chair – see #2 below). The student should inform the instructor of their concerns and seek to fully understand the grounds and procedures the instructor has used in determining the grade. The aim of this conference is to try to reach a mutual understanding about the grade and the process by which it was assigned.

1. If upon meeting with the faculty member, as outlined above, the matter is not resolved within two weeks, the student may make a formal written complaint to the department chair, with a copy of this complaint being sent to the Dean of Studies. The chair will review the relevant course material, discuss the complaint with the student and, as appropriate, consult with the faculty member. Chairs can consult with the Dean of Studies regarding any questions they may have.
2. If the issue is not yet resolved within a second two-week period, the matter may be forwarded to the Dean of Studies, who will consult with the faculty member and/or department chair and after considering the relevant information, the Dean of Studies may deny the appeal. This decision is final. If



upon review, the Dean finds sufficient grounds of an inequitable awarding of the grade to warrant an official hearing, the Dean may consult the Sub-Council on the Standing of Students.

3. If the Dean decides to consult the Sub-Council on the Standing of Students, the Sub-Council will consider the student's letter of appeal, and any other relevant materials provided by the Dean of Studies, and make a determination regarding the appeal. The decision of the Sub-Council on the Standing of Students is final.
4. In no case will the Sub-Council on Standing of Students substitute its judgment on the merits of a student's work for the bona fide judgment of a faculty member.

### III. ACCOMMODATIVE SERVICES

It is the policy of Union College to make reasonable accommodations for qualified individuals with disabilities in order to facilitate their learning. Students submit documentation and request accommodations through the Director of Accommodative Services in the Dean of Students Office. The procedure for doing so is outlined in the Student Handbook.

Once students request their accommodations, the Accommodative Services Office will convey accommodation letters to their faculty that term, listing approved accommodations. Faculty and student discuss and plan how accommodations will be administered. Faculty members have certain responsibilities and rights when dealing with students requesting accommodations.

**A. Shared Responsibility:** As an employee of Union College who has compliance obligations under federal laws, it is the responsibility of the faculty to assume a shared responsibility in providing reasonable accommodations for students with disabilities.

Whether or not the faculty member disagrees with the law is immaterial. The college is responsible for implementation and, as an employee, faculty are required to adhere to policies and procedures. The responsibility of meeting the academic needs of individuals with disabilities through reasonable accommodations has been assigned to the Director of Accommodative Services.

**B. Referral:** Faculty are encouraged to refer students who advise the faculty member that they are disabled to the Accommodative Services Office. Many faculty find it useful to put a statement on their syllabus encouraging students to seek support from the Accommodative Services Office if they have a disability and believe they may need accommodations in the class.

**C. Disability Certification Request:** Faculty members should refrain from providing academic adjustments to a student who claims to have a disability, unless the faculty member has received an accommodations letter from the Accommodative Services Office. Determining whether a condition rises to the level of being a disability is sometimes a complicated question and the Accommodative Services Office has been charged with this responsibility. Also, Union College strives for consistency in the nature of how accommodation decisions are made. Faculty are encouraged to make additional recommendations for adjustments, if they believe the student will benefit, in consultation with the Accommodative Services Office and the Dean of Studies.

**D. Syllabus Statement:** It is suggested that each course syllabus should contain a statement about how reasonable accommodations are handled in that course. Suggested sample texts for such statements can be found on the Accommodative Services website; faculty may use or modify these as they see fit.

**E. Confidentiality Caution:** Students with disabilities are protected under FERPA and the civil rights laws. At no time should the faculty make any statements or implications that the student is any different from the general student population.

Examples:

- Do not ask the student to come to the classroom and then leave with the test in hand.
- Do not place the student in the hall or any other obvious place to take an exam because you want to be close to them in case they have a question.
- Do not ask the student for documentation other than the letter from Accommodative Services.
- Do not discuss the student's needs or accommodations other than in a private place.
- Do not make comparisons between different students and their different needs.
- Do not use a grading standard that is different from the rest of the class.
- Do not give students with disabilities an advantage over the rest of the class; the idea of the law is to give equal access or equal opportunity through the recommended accommodations.

Faculty have the following rights with regard to accommodation requests:

- 1. Taped Lectures:** It is the faculty member's right to request a written agreement before allowing a student to tape record class.
- 2. Classroom Behavior:** All students must adhere to the college code of conduct regardless of whether they have a disability. Infractions of this code should be directed to the Dean of Students.

Note: The majority of the above wording regarding responsibilities and rights is taken from LRP Publications 2000 with suitable alterations to fit the existing policies of Union College.

- 3. Challenge Accommodations:** Accommodation requests are based on documentation on file in the Accommodative Services Office. Due to confidentiality, the nature of the disability may not be disclosed to the faculty unless there is a specific need to know. When beneficial to the faculty/student academic relationship, students are encouraged to self-disclose.

A faculty member has the right to challenge an accommodation request if they believe the student is not qualified, if the accommodation would result in a fundamental alteration of the program, if the institution is being asked to address a personal need, or if the accommodation would impose an undue financial or administrative burden. The faculty member should discuss the matter in consultation with the Director of Accommodative Services and the Dean of Studies.

- 4. Appeals Protocol:** If a dispute arises as to whether reasonable accommodations consistent with the recommendations of the Director of Accommodative Services are being provided in a course, the

student may appeal by contacting the Chair of the Department in which the course is being offered and the Dean of Studies. The Department Chair must determine whether the requested accommodation represents a fundamental alteration of the academic goals of the course. If the Chair is unable to make a determination or upholds the faculty member's decision not to provide the accommodation and the student wishes to appeal further, then the matter goes to the Dean of Studies. The Dean of Studies may consult with the Director of Accommodative Services, the faculty member or anyone else appropriate in reviewing the appeal. The Dean's decision will be communicated to the student. There will be no further appeal.

If the dispute concerns a college-wide academic requirement, then the student may appeal to the Dean of Studies, who will consult with appropriate faculty, administrators or committees in reviewing the appeal. The Dean's decision will be communicated to the student. Within 10 days of being notified of the Dean's decision, the student may appeal to the Vice President for Academic Affairs. The Vice President may consult with the Dean and/or anyone else in reviewing the appeal. The Vice President's decision will be communicated to the student. There will be no further appeal.

#### **IV. ACADEMIC HONOR CODE**

(Effective September 1, 2012, updated for September 1, 2016)

##### **A. Preamble**

Union College recognizes the need to create an environment of mutual trust as part of its educational mission. Trust among students ensures that no student has an unfair advantage over another; trust between faculty and students ensures that the effort both parties put into preparation and evaluation of assigned work is not wasted, but can truly advance understanding and learning for students. Creation of this environment of trust is the responsibility of the entire academic community: faculty, staff and students. It requires that students submit work that is prepared in accordance with the course instructor's requirements and that faculty foster an environment of academic honesty. Toward this end, professors will uphold the high ethical standards of their discipline, provide to their students clear guidance on the policy and practice of academic integrity, and fairly evaluate students' work. To help establish mutual assurance of intellectual honesty, Union College expects students to sign the Honor Code Affirmation. Matriculation at the College is taken to signify implicit agreement with the Code.

##### **B. Academic Integrity**

Responsible participation in an academic community requires respect not only for oneself, but also for the thoughts and work of others, whether expressed in the present or in some distant time and place. If you owe an intellectual debt, the principles of academic honesty and integrity require that you acknowledge it. Academic dishonesty is a rejection of the very purposes and ideals for which the College stands: personal integrity, independence of thought, critical understanding, and responsibility for one's own work.

**Academic dishonesty can take many forms, including, but not limited to:**

- **Plagiarism**

One author describes plagiarism as “the false assumption of authorship: the wrongful act of taking the product of another's mind, and presenting it as one's own” (Alexander Lindey, *Plagiarism and Originality*. New York: Harper, 1952: 2). Plagiarism involves two elements: (1) taking something produced or created by someone else; (2) failing to give proper indication that you have done this. Examples include: using text or ideas without citation; citing a source, but adapting the source's text without using quotation marks; using a secondary source, including its citations of primary sources, without citing the secondary source. Further information and additional examples may be found in the Union College *Statement on Plagiarism*, available at [honorcode.union.edu](http://honorcode.union.edu).

- **Cheating**

Cheating is the improper use of study aids (notes, study guides, and other outside information) in examinations or on other graded materials, or the taking of information from a source not specifically authorized. Collaboration, whether acknowledged or not, on work that is supposed to be one's own is also considered cheating. The amount of permissible collaboration will vary from class to class; students should consult with their instructors to find out how much collaboration is permitted. Students should indicate on any assignment who contributed to the work submitted, and how (e.g., in a footnote, "I am grateful to Chris Smith for extensive comments on this paper" or "Figure 2 produced in collaboration with Chris Smith").

- **Falsification of data or evidence**

Falsification of data or evidence is altering or fabricating any information, data, or citation that may mislead those reading an assignment.

- **Dual Submission: Submitting work you have done for another class as though it were new**

An assignment submitted for a particular course is assumed to be done solely for that course. Submitting the same or similar document previously completed for another course without the instructor's approval is considered to be misconduct.

- **Collusion: Helping someone else commit an act of academic dishonesty**

Collusion is assisting or attempting to assist another in the act of academic dishonesty. E.g., knowingly allowing someone to copy from one's paper during an examination or test; providing access to a lab report or a homework assignment without the permission of the instructor. If a student provides access to their work to another student, both the student who provides access and the student who receives access have a responsibility to notify the instructor.

### **C. Student Responsibility**

By joining the Union College community, every student agrees to understand and abide by the Honor Code and Affirmation that is hereby set forth. It is the responsibility of the student to ensure that submitted work is their own and does not involve any form of academic misconduct. Students need to exercise common sense in making decisions regarding their academic conduct in and outside of the classroom. All students are expected and encouraged to ask their course instructor for any clarification regarding, but not limited to, collaboration, citations, and plagiarism.

#### **D. Faculty Responsibility**

At the beginning of each trimester, faculty members are requested to include in their syllabus the College's code regarding academic conduct, or at least a reference to it.

Every member of the faculty is responsible for explaining how the academic integrity code applies to their specific course. This includes examinations (which may be proctored or not), the degree to which students may collaborate in work submitted for a grade, and the expectations with respect to the use of outside sources in submitted work. Faculty members do not have authority to determine specific penalties for Honor Code violations: the determination of sanctions in specific cases is the purview of the Honor Council. Should a faculty member include specific sanction language in a syllabus or elsewhere, the Honor Council will disregard the specific sanction language.

#### **E. Additional Questions**

Additional questions concerning the Academic Honor Code may be addressed to the Chair of the Honor Council.

#### **F. The Honor Code Affirmation**

As a student at Union College, I am part of a community that values intellectual effort, curiosity and discovery. I understand that in order to truly claim my educational and academic achievements, I am obligated to act with academic integrity. Therefore, I affirm that I will carry out my academic endeavors with full academic honesty, and I rely on my fellow students to do the same.

#### **G. Honor Council Procedural Guidelines**

These guidelines are designed to provide participants in Honor Council proceedings with a guide to the rights enjoyed by participants and to what they may expect as normal procedure. Please note that the Honor Council is not a court of law and an Honor Council hearing is not a trial. These procedures constitute a guide to expected behavior, but the council and its officers are free to act flexibly in ways consistent with fairness, and minor variations should not be considered violations of procedure. The Family Educational Rights and Privacy Act (FERPA) confidentiality safeguards apply to all Honor Council procedures.

##### **1. Composition of Honor Council**

The Honor Council shall normally consist of at least 14 students, the Dean of Studies and 5 faculty members. New members of the Council will be selected and seated in the Spring Term of every year. Students serving on the Honor Council must be in good standing. The Dean of Studies may designate another academic administrator to participate in Honor Code proceedings; in the following procedural guidelines, "Dean of Studies" will refer to either the Dean of Studies or their designee.

Honor Council positions will include a student Chair and four student Vice-Chairs (one of whom will serve if the Chair is not present). Student representatives to the Honor Council will be nominated through the Committee on Committees. The application will include an essay explaining the relevance of the applicant's experience and why the applicant seeks a position on the Honor Council. As part of the application process, the President of Student Forum and the Chair of the Honor Council shall interview all candidates and make recommendations to the Committee on Committees, which shall decide which students to appoint to the Honor Council. The positions of Chair and Vice Chair are reserved for students who have had prior experience on an honor council. Students will serve one year terms with a possibility of renewal.

Faculty representatives to the Council will be elected following current faculty governance procedures for other elected positions. Faculty members will serve three-year terms. Among the faculty representatives, one will be from each division and one will be at-large.

## **2. Reporting of Violations/Screening Process**

Any suspected violations of the Honor Code must be reported to the Honor Council and no other party; accusers must submit evidence in support of the allegation. Suspected violations of the Honor Code cannot be resolved outside of the Honor Council process. Alleged violations of the Honor Code will normally be reported to the student Chair of the Honor Council in writing through the secure mailbox in the Dean of Studies Office. Alternatively the accuser may report the violation to the Dean of Studies. The Chair and the Dean of Studies will review the allegation and its accompanying evidence. If both the Chair and the Dean of Studies agree that the evidence warrants a preliminary discussion, they may arrange a meeting with the accuser and/or the accused, or other parties. If both the Chair of the Honor Council and the Dean of Studies agree that the evidence does not indicate that a violation has occurred, the case will be dismissed. This decision is final. When a case is dismissed at this stage, the accused student will not be notified that an allegation of academic dishonesty was made against them and no official records will be kept.

If either the Chair of the Honor Council or the Dean of Studies believes that the evidence warrants a hearing to determine whether a violation of the Honor Code did occur, the case will be referred to the Honor Council. The Chair will then notify the accused student in writing, in the form of a "charge letter", through the Dean of Studies Office. This notice will also inform the accused student that they may request a Chair-Dean Review of the case instead of an Honor Council hearing, if applicable.

## **3. Chair-Dean Review**

The Chair-Dean Review provides an alternative resolution option to an Honor Council Hearing and involves a meeting with the Chair, Dean, instructor, and student. The Chair-Dean Review guidelines below set forth various conditions, including a requirement that the student must request the Chair-Dean Review. The Chair or Dean may determine that, based upon the charges, due to the egregious nature of the alleged violation a Chair-Dean Review is not appropriate (e.g., a violation, if found, may result in suspension or expulsion).



The accused student may request a Chair-Dean Review of the case upon receiving the evidence submitted by the instructor in support of the allegation under the following four conditions:

- the accused student admits a violation of the Honor Code as identified in the charge letter and the facts are not contested, and
- the accused student waives the right to an Honor Council hearing, and
- the Chair and Dean determine that the case does not require an Honor Council hearing, and
- the violation is the accused student's first.

Normally, a student should request a Chair-Dean Review within one week of the date of the charge letter. The Chair and Dean of Studies will decide whether to approve the request for a Chair-Dean Review based on these four conditions. A decision by the Chair and the Dean of Studies to deny a Chair-Dean Review request cannot be appealed.

If the request is approved, the Chair-Dean Review must be held promptly. The accused student, the accuser, the Dean of Studies, and the Chair will be present at the Chair-Dean Review meeting.

In a Chair-Dean Review, the Chair and Dean at the conclusion of the Chair-Dean Review meeting may, at their discretion, record admitted academic misconduct as an Honor Code violation and determine a sanction in accordance with the Chair-Dean Review guidelines. Alternately, the Chair and Dean may refrain from recording admitted academic misconduct as an Honor Code violation and in that case will refrain from issuing an Honor Code sanction. In either case, the Chair and Dean will send the accused student a determination letter explaining the outcome of the Chair-Dean Review, and will send a copy to the instructor(s) for the course.

The following guidelines apply to Chair-Dean Review outcomes:

- The Chair and Dean may determine in a Chair-Dean Review that it is appropriate for the accused student not to receive a sanction, especially if the accused student has little experience with the type of assignment at issue, the actions in question are both limited and inadvertent, and the student is forthcoming in taking responsibility for her actions. If no sanction applies, a student may still face grade penalties imposed by the instructor for failing to follow the instructions for the assignment, consistent with the instructor's stated grading policies. When the Chair and Dean refrain from recording a student's actions as a violation and impose no sanction, the College has taken no "institutional action". If an instructor re-assesses submitted work based on new information from a Chair-Dean Review, in accordance with their stated grading policies, the instructor may submit the new grade to the registrar, with a copy to the Dean of Studies.
- The Chair and Dean may impose a grade sanction for the course or courses if the student's violation involved participation in a past or current course, including a course from which the student withdrew: course withdrawals and declarations to change from letter grading may be

reversed. The student's parents will be provided a copy of the determination letter when the Chair and Dean impose a sanction.

- The Chair and Dean may place a student on probation (Academic Warning or Special Academic Warning) with parental notification. The Chair and Dean may impose this sanction in combination with grade penalties, including failure in a course or courses.
- The Chair and Dean will not impose sanctions of suspension or expulsion; the Chair and Dean will refer to Honor Council Hearings egregious cases of first violations of the Academic Honor Code.

The Chair and Dean will keep on file in the Dean of Studies office all of the case materials from the Chair-Dean Review: the evidence provided by the accuser, the charge letter sent by the Chair and Dean, any materials submitted by the accused student, and the determination letter. The case materials will be made available to the Honor Council hearing board should there be a subsequent charge and hearing, and should the Honor Council hearing board find the student to have violated the Honor Code. Previous case materials may be relevant to a hearing board's deliberations about sanctions for Honor Code violations, but will only be made available to the hearing board once the board has deliberated on the case at hand and has determined that the student has violated the Honor Code.

#### **4. Honor Council Hearing Procedures**

Honor Council hearings must be held promptly. Each case will be heard by a panel. The hearing panel will consist of 5 members of the Honor Council. A hearing panel will include both faculty and students, at least 3 of which will be students. These 5 members will have a vote in the hearing. If the Vice-Chairs are not needed to serve in place of the Chair, as members of the Honor Council, the Vice-Chairs may serve on the hearing panel. Three non-voting members will also attend the hearing: the Chair, a secretary and the Dean of Studies. The Chair or Dean of Studies may serve as secretary if the available student members of the Honor Council are needed for the hearing panel. Up to two additional non-voting student members may participate in the hearing at the discretion of the Chair. The Chair will moderate the hearing and the secretary will take the minutes of the hearing. Members of the Honor Council shall disclose any prior connections or relationships with the accuser or the accused to the Chair and the Dean of Studies. If either believes that these relationships might impair, or appear to impair, the objectivity of a council member in this case, the council member shall be asked to recuse himself.

The accused student is required to attend the hearing, but a hearing may proceed if the accused student fails to appear without an excuse approved by the Chair. The accuser must be present at the hearing. If the accuser is a student, the course instructor can be invited to attend the hearing, at the discretion of the Chair. If the accused student fails to appear on the date and at the time and place specified in the notice, the Council may take the testimony from the accuser and reach a decision on the basis of that information. In the unlikely event that the accuser does not appear, the hearing will be rescheduled. If the accused student is

unable to appear on the date specified in the notice, they should notify the chair of the Council. If the Council determines that good cause exists for the absence of the accused student, it may set a new date for the hearing.

Witnesses to the alleged violation will also be present at the hearing only while they are testifying. It is the responsibility of the person desiring the presence of a witness to ensure that the witness appears. Only in situations where the witness cannot reasonably be expected to be present at the Honor Council hearing may a witness submit a written statement. A written statement must be dated, signed by the person making it, and the signature witnessed by a Union College employee. The work of the Honor Council will not, as a general practice, be delayed due to the unavailability of a witness.

The accused student may have an advisor at the hearing. The advisor must be a member of the Union College community (as student, faculty, or staff). It is the responsibility of the accused student to ensure that the advisor appears. The advisor may consult with the student during the hearing but may not make any statements during the proceedings.

The Chair will begin the hearing by presenting the charges. The Chair will then ask the accuser to offer information to substantiate the charges. The accused is responsible for presenting their own case and may make a written or verbal statement. The accused and the accuser have the right to present witnesses. The accused, the accuser, and the witnesses will be subject to questions from the Council. The accused may question witnesses and the accuser in order to clarify statements during the hearing. The hearing will be recorded. Records will be housed in the Office of the Dean of Studies.

## **5. Honor Council Decisions and Sanctions**

After the hearing ends, an accused student will have been found to have committed academic misconduct if at least 4 of the 5 members of the panel, having duly deliberated, vote that the preponderance of evidence makes it more likely than not that the accused has violated the Honor Code.

The hearing panel members will decide on the sanctions for all students found to have committed academic misconduct. Sanctions will be decided by majority of voting members.

The normal sanction for a first violation of the Honor Code in an Honor Council Hearing is failure in the course; however, given the circumstances of the case (e.g., the severity of the violation, the academic inexperience of the student) other sanctions might be levied. The possible sanctions include any combination of sanctions available in a Chair-Dean Review, as well as suspension or expulsion from Union. For all first offenses, a letter will be placed in the student's file in the Dean of Studies office.

For a second violation of the Honor Code, it is generally expected that the student will be suspended or expelled from Union. The student's parents will be notified of the sanction. When the sanction includes suspension or expulsion from Union, a notation will appear on the student's transcript specifying that academic dishonesty was the reason for the suspension or expulsion. For all second offenses a letter will be placed in the student's permanent file.

Written notification of the decision and, if applicable, sanction will be delivered to the accused student, and the faculty member(s) responsible for teaching the course involved. The accused student may request a meeting with the Chair and the Dean of Studies for further clarification of the decision and/or sanction.

If an accused student is found not responsible for a violation of the honor code, the student may petition the Dean of Studies to drop the course without a “W” on their transcript, even if the withdrawal deadline has passed.

## **6. Revocation of Degrees**

The College reserves the right under this code to revoke an awarded degree for serious academic integrity violations committed by a student prior to the student’s graduation.

## **7. Appeals Process**

If a student has been found guilty of violating the Honor Code, the student may appeal the Council’s decision. For cases decided under a Chair-Dean Review in which there is a sanction, the student may appeal the sanction. All appeals will be heard by the Vice President for Academic Affairs. The imposition of the sanction will remain in effect during the period of the appeal proceeding.

Appeals must be submitted in writing to the Vice President for Academic Affairs within ten days of written notification of the hearing results. When the appeal grounds include the availability of new evidence, the appeal must be submitted as soon as practicable after the new evidence has emerged. The grounds for appeal must be specified in the written statement, and evidence to support these grounds included. Appeals shall be considered based on the accused’s ability to demonstrate that:

- The hearing was materially inconsistent with the established judicial procedure; or
- Information is available that was unavailable at the time of the hearing, and the new information is relevant to the Council’s determination; or
- The sanction(s) is unreasonably harsh or inappropriate for the violation(s).

In addition to the letter of appeal, the Vice President will review the initial statement of accusation and accompanying evidence, and the letter to the accused student detailing the decision. The Vice President may, at their discretion, consult with the Chair of the Honor Council and/or the Dean of Studies or any other party and/or examine any other materials deemed relevant to the case.

The Vice President may affirm, reverse, or modify the decision and/or may eliminate, reduce, or increase the sanction, or may return the case to the Honor Council. Written notification of the decision of the Vice President will be delivered to the accused, the Chair of the Council, the Dean of Studies, and the faculty member(s) responsible for teaching the course involved.

The outcome of the appeal is final.

## **8. Reporting of Decisions**

At the beginning of each term, the Council will report summaries of the cases they heard as well as cases decided through Chair-Dean Review in the immediately prior term. These summaries will include the outcome of each case, and, if applicable, the sanction and a brief rationale for the decision. Class year of students may be reported, and this may be especially useful when describing the rationale. The Dean of

Studies will review these summaries before reported publicly to ensure accuracy and anonymity. Upon their release by the Council, the summaries will be distributed to the entire campus community via email and will be published in campus publications, such as *Concordiensis*.

### **9. Records**

The following records will be kept in the Dean of Studies office for all cases decided through a Chair-Dean review or heard by the Council, in accordance with the College's record retention policy:

- The case materials that are common to Chair-Dean Reviews and Honor Council hearings: the evidence provided by the accuser, the charge letter sent by the Chair and Dean, any materials submitted by the accused student, and the determination letter
- For hearings, the minutes and audio recording
- For cases that were appealed, the letter of appeal and the letter from the Vice President for Academic Affairs detailing their decision will also be kept.

## V. INTERNATIONAL STUDENTS

In light of recent stringent requirements as part of the SEVIS (Student and Exchange Visitor Information System) tracking system, it is important that faculty be aware of certain rules that pertain to international students who are in their classes, who are their academic advisees, or who are engaged in summer research or internship work under their sponsorship.

The College is required to maintain documents and information in SEVIS on all F-1 and J-1 (exchange) students. Students must check in each term within 15 days of the start of the term. Event reporting is required of the Designated School Official and includes:

- Full-time enrollment
- Change in name
- Change in address
- Change in major
- Early graduation
- Disciplinary action taken by the school as a result of the student being convicted of a crime

Faculty will be notified each term of any international advisees or international students in their classes. Chairs and Program Directors will be notified of all international majors in their department or program.

The consequences of the above with regard to faculty advising are the following:

- Carry a full course of study. This means that international students should be advised not to withdraw from classes without consulting the Director of Student Support Services and the Dean of Studies.
- Make normal progress. Students should be advised not to sign up for reduced loads or take leaves of absence.
- Report to a Designated School Official. At Union this is the Director of Student Support Services.
- Make required address reports (within 10 days). If you have an advisee and you know that they are moving, you should alert them to file the proper paperwork.
- Change of Major. If your advisee changes their major or you receive an international student as a new major advisee, you need to notify the Director of Student Support Services and the Dean of Studies.
- Adhere to regulations regarding employment. Students may engage in work during the educational program and after completion of studies provided such work has been properly approved by the Designated School Official. This requires a three-month application process and fee of \$175. If students do so without prior approval, they will be declared out of status and will have to leave the United States immediately.



## **Faculty Manual**

### **Section IV Faculty Constitution**

**January 1, 2024**

**Union College**  
807 Union Street  
Schenectady, NY 12308

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## **I. BASIC STRUCTURE OF THE GOVERNANCE SYSTEM**

Effective June 14, 1980, the Board of Trustees established the following system of governance:

- A General Faculty.
- A Student Government.
- Two Policy Councils: an Academic Affairs Council to recommend educational policy and a Student Affairs Council to recommend policy for student life.
- A Faculty Review Board to advise the Administration and Board of Trustees on matters of faculty salaries, promotion, and tenure.
- Two Consultation Groups to advise the President of the College on matters of institutional concern: a Conference Group to advise on matters of current institutional functioning and a Planning and Priorities Group to advise on matter of budgetary planning and long-range needs.
- Liaison Committees to work with key members of the Administrative Staff of the College.

## **II. ORGANIZATION OF THE FACULTY**

### **A. Membership**

The General Faculty shall include as members all full-time members of the teaching faculty, professional librarians, and part-time faculty who teach at least four courses during the academic year.

There are also positions which are closely involved with matters of educational policy, the incumbents of which will be members with faculty status, who shall enjoy all the rights and privileges of membership in the General Faculty except that of holding office subject to election by the General Faculty and except any benefits and entitlements specifically provided to any other group within the General Faculty. These positions are: the President of the College; the Dean of the Faculty; the Dean of Academic Departments and Programs; the Dean of Studies; the Director of Schaffer Library; and all full-time individuals holding academic administrative appointments who enjoy membership in an academic department by virtue of their academic credentials (and who may teach in that academic department).

The following individuals shall have ex officio status at faculty meetings and shall be able to attend and participate in meetings of the General Faculty without casting votes: the Vice

President for Admissions, Financial Aid, and Enrollment; the Vice President for Student Affairs; the Registrar; the class deans; the Chief of Staff; the Director of Academic Planning & Finance; the Director of Sponsored Programs & Special Projects; and the Chief Human Resources Officer.

### **B. Leadership of the Faculty**

The General Faculty shall be directed by an Executive Committee comprising a Chair, a Secretary of the Faculty, and four additional faculty members who shall be the four heads of the Academic Divisions. The Executive Committee shall have as responsibilities: developing the agenda for all General Faculty meetings in consultation with the President of the College and providing supporting materials for those meetings; serving as a nominating committee to submit names of candidates for each office or committee position subject to election by the General Faculty (additional nominations may be made from the floor) and to any other appointive positions in the governance system; and advising the Administration on all matters of concern to the General Faculty. The Executive Committee shall, as members of the Planning and Priorities Group, be responsible for proposing appropriate levels for the faculty salary budget to the administration. In order to meet this responsibility, the Executive Committee shall appoint a Faculty Compensation Committee, whose membership shall include at least one member of the Executive Committee and either one member of the Faculty Review Board, or its nominee, to address this issue. The Faculty Review Board member, or its nominee, will not be a member of the Planning and Priorities Group (P&P) Benefits Committee. The Faculty Compensation Committee will present its report to the President. The Executive Committee shall also have the responsibility for revising the faculty constitution and by-laws to be in accord with the new governance system and to establish orderly means to accomplish the business of the General Faculty. The Administration shall inform the Faculty Executive Committee, and seek Faculty Executive Committee consultation, as appropriate, about any proposed changes to the Faculty Manual that are not governed by procedures for change that require faculty approval.

The Chair of the Faculty Executive Committee is responsible for the operation of the General Faculty, for the General Faculty's compliance with provisions of the governance system, and for the execution of the tasks assigned to the Executive Committee. The Secretary of the Faculty shall record and report minutes of all meetings of the General Faculty and of the Executive Committee, and shall participate as a regular member of the Executive Committee. The Secretary shall see that the faculty is promptly informed of all formal recommendations of the Academic Affairs Council and the Faculty Review Board and of all other matters which should come to the attention of the faculty.

The faculty shall elect two of its members as Faculty Trustees, one from each academic center and elected by the faculty members in the respective center, to three-year terms, who shall serve as the faculty's representatives on the Board of Trustees.

### **C. Faculty Meetings**

The General Faculty will meet in three regular meetings during the academic year and in three or more informational sessions. Additional meetings of the General Faculty may be called according to other provisions of the governance system. The regular meetings will be in September (to introduce new administrative officers and faculty and to receive reports from the President and other administrative officers as appropriate), in February (to be informed of budgetary decisions for the coming year and to discuss long-range plans for the College), and in April (to select prize recipients and recommend to the Trustees all persons to be awarded earned degrees and to elect faculty members to serve as officers of the General Faculty and as members of those governance structures for the coming year whose members are to be elected by the General Faculty).

The Chair of the Faculty Executive Committee will issue the call for all meetings of the General Faculty. The Chair will do so as required by the provisions in the governance system, at the request of the President of the College, on receipt of a petition submitted by at least 10 percent of the General Faculty, or at the Chair's own initiative. The President of the College or the Chair of the Faculty Executive Committee may ask the General Faculty to express an opinion on any matter by vote; and other matters may be brought up for a vote as a result of a petition submitted by at least 10 percent of the General Faculty.

The President of the College will personally chair the meetings of the General Faculty but will relinquish the chair in the following circumstances:

1. To make a formal report to the faculty.
2. To speak on a matter before the meeting.
3. To respond to a question of substance from a faculty member.

Under these circumstances, or if the President is not in attendance at the meeting, the Chair of the Faculty Executive Committee will take the chair.

Individuals who do not have faculty status may be invited to attend as appropriate by the President or by the Chair of the Executive Committee without voting rights. Any guest may speak on invitation of the President or any member of the faculty.

### **D. Divisional Meetings**

The academic departments of the College are divided into four divisions: Arts and Humanities, Social Sciences, Sciences and Mathematics, and Engineering and Computer Science. The Academic Divisions of the College meet for purposes of communication and informal deliberation, and to elect the Divisional Heads and the members who represent the Division on the Academic Affairs Council and the Faculty Review Board. The Academic Division shall meet at the call of the Division Head.

#### **E. Criteria for Elections of Faculty Members**

A faculty member may be elected at any one time only to one Council, to the General Education Board, to the Faculty Review Board, to any elected position of Faculty leadership, or as Faculty Trustee. No faculty member may be re-elected immediately to the same position. Election to liaison committees is exempt from these restrictions. Normally, terms of office are for three years.

Only regularly elected members may vote at meetings of the various governance structures. No proxies or substitutes will be permitted on any governance structure, whether for faculty, student, or administrative representatives except as stipulated below (e.g. part VI.C or part VII.A). A faculty member of any council, board, or committee on temporary leave may nominate a replacement (from the faculty eligible for election to the position) to serve up to three terms, with the power to vote during the member's absence, who shall take office after receiving the approval of the Chair of that body and the Chair of the FEC.

If a faculty member resigns from any council, board, or committee, their term will be regarded as having been completed and the elected or appointed replacement will serve a full term beginning with the year in which the resignation took effect.

If any council, board, or committee finds that turn-over in a given year is such that reasonable continuity is jeopardized, it can request permission from the Faculty Executive Committee to extend the term of one member for a period of one year.

### **III. CRITERIA FOR ELECTIONS OF POLICY COUNCILS**

#### **A. Authority of the Policy Councils**

The Policy Councils shall initiate formal policy recommendations to the President (through the appropriate administrator) and Board of Trustees in the areas of Academic Affairs and Student Life. In the case of the Student Affairs Council, all recommendations will proceed directly to the President and Board for approval and implementation. In the case of the Academic Affairs

Council, any formal policy recommendation must be submitted to the General Faculty for approval prior to being forwarded to the President and Board of Trustees.

### **B. Creation of Sub-Councils**

Each Policy Council shall be empowered to create as many sub-councils as necessary to deal with specific areas of its responsibility, and it shall be empowered to staff these sub-councils with individuals not on the parent council. With the exception of the standing sub-councils established in Sections IV, C and V, C below, all sub-councils shall expire automatically at the end of every academic year, Sub-councils shall normally be chaired by a member of the parent council, and shall have the responsibility for submitting carefully considered proposals to the parent Council for deliberation, but Sub-councils may not formally recommend policy to the General Faculty and the Administration.

All student members (who are full-time day-time, undergraduates) of the sub-councils (with the exception of chairpersons) shall be appointed by the Student Government Committee on Committees or its equivalent. Faculty representatives shall be appointed by the chair of the parent Council in consultation with the Faculty Executive committee, except as specified below in this document.

### **C. Leadership of the Councils**

Each Policy Council shall choose a Chair from among its own members at the beginning of the academic year. The Chair shall serve for a full year and may be re-elected.

### **D. Procedure Terminology Defined**

In the procedural flow chart stipulated for each Policy Council below, the term academic calendar shall refer to that period of time beginning with the first day of classes and ending on the last day of final examinations for the Fall, Winter, and Spring terms. The word day shall mean a normal calendar day, including weekends and holidays. Except in cases of replacement elections and replacement appointments, the effective dates for all terms of office begin on September 1 of the academic year and end on August 31.

## **IV. THE ACADEMIC AFFAIRS COUNCIL**

### **A. Membership**

The Academic Affairs Council shall have as voting members five faculty representatives (one to be elected by each of the four Divisions, with one other to be elected by the General Faculty to represent Interdisciplinary Studies Programs) and three students (full-time, day-time

undergraduates to be appointed by the Student Committee on Committees or its equivalent). In addition, the Dean of the Faculty, and the Dean of Studies shall be non-voting members of the Council. Faculty members shall serve staggered terms and shall meet the criteria set forth in section II, E above. Two of the student members shall serve two-year terms, and one shall serve one-year terms. The Dean of Studies will normally serve as the Council's recording secretary.

### **B. Responsibilities**

The Academic Affairs Council (AAC) shall formulate and submit for General Faculty approval all changes in academic policy and all proposals for new programs. Proposed changes in academic policy may also be initiated at any meeting of the General Faculty. Such proposals shall be referred to the Academic Affairs Council for review and shall be reported back to the Faculty, at the next Faculty meeting (or as otherwise stipulated at the time of referral). It shall normally be the practice of the Academic Affairs Council to refer to its sub-councils the preliminary formation of plans and policies, and receive from these sub-councils recommendations for action.

The Council shall receive from the appropriate sub-councils recommendations on the approval or disapproval of proposed new courses, reviews of current academic programs and services (such as academic advising of students) and recommendations on new programs within the curriculum. The Council shall solicit proposals and seek support for faculty and student research, for faculty development, and for curricular experimentation; and it shall advise on the allocation of available funds for these activities.

The Academic Affairs Council shall review and revise as necessary the criteria for academic honors and other scholastic awards, and for good academic standing.

The Academic Affairs Council shall advise the Dean of the Faculty in the preparation and annual revision of a working plan for academic development, encompassing both a general direction for the entire academic program and appropriate goals for departments and programs. The Administration shall make available to the Academic Affairs Council the budgetary information it needs to make informed judgments in the development and revision of the plan. The working plan for academic development should be the basis for the annual academic budgetary requests by the Dean of the Faculty. The educational guidelines provided by the Working Plan will be used by the Dean of Academic Departments and Programs in performing, and reporting to the AAC, a periodic review of each Department and interdepartmental program, with particular attention to the needs and resources of each. The guidelines provided by the document will also be used directly by the administration in making staffing decisions which affect the distribution of faculty within the curriculum. The Council may occasionally offer its assistance, or be asked for it, in the interpretation of the document concerning specific pending decisions. The Dean of



Academic Departments and Programs will report the year's staffing decisions to the AAC, explaining the decisions in terms of the Working Plan.

The Academic Affairs Council advises the Dean of the Faculty regarding the definition of all tenure-track positions, whether new or vacated, except those vacated because of negative tenure and reappointment reviews. The department in which a vacated position has resided should use a proposal form developed by the Dean of Academic Departments and Programs in consultation with the AAC. If a vacated position resides outside a department, the academic dean overseeing the position may use this form to propose how the position may be filled. In making its recommendation, the AAC will consider information provided by the department on the proposal form in addition to data on all departments and programs. The AAC will evaluate the department or program's need for a faculty position, including the need for it to be tenure-track. It may advise the Dean of the Faculty that the position be filled as described, or it may recommend that proposals be solicited from other departments or programs for a tenure-track position. In this stage, the applying department or program would be permitted to resubmit a proposal to be considered alongside any additional proposals. The Dean of the Faculty will make the final decision regarding the definition of any tenure-track position.

### **C. Standing Sub-Councils of the AAC**

The AAC shall form four standing sub-councils: a Sub-council on the Standing of Students, the General Education Board, the Writing Board, and a Sub-council on Courses and Programs. Unless the actions or recommendations of these standing sub-councils are deemed by the AAC to be detrimental to the College's academic programs, the actions or recommendations will normally be sustained by that Council.

#### **1. Standing of Students**

The Sub-council on the Standing of Students shall review and, as appropriate, recommend revision of those College policies which affect the academic standing of undergraduates at Union; it shall review the records of students who earn less than a satisfactory average and apply to all undergraduate degree candidates the accepted criteria for good academic standing; it shall also evaluate petitions for undergraduate re-admission to Union and consider all requests for exemption from undergraduate academic regulations. The membership of the Sub-council shall be three (3) students (full-time, day-time, undergraduates), four (4) faculty members (appointed as other members to Sub-councils and with one member from each Division), the Dean of Studies or their designee, the Dean of Students or their designee, the Dean of First-Year Students or their designee, and the Registrar. The Sub-council is co-chaired by

the Dean of Studies and one faculty member. The Sub-council shall report to the Academic Affairs Council annually about its activities.

2. General Education Board

The General Education Board shall oversee the general education program and shall formulate plans and policies relating to it. The membership of the General Education Board shall be the Director of General Education, four faculty members and two students. Each of the four divisions of the faculty shall elect one representative, and the faculty shall serve staggered three-year terms. The two students shall be selected by a process determined by the Student Forum and shall serve staggered two-year terms. The Director of the Writing Center shall serve ex-officio. The Director of General Education shall serve as the Director of the General Education Board and shall be responsible for the administration of the program. The General Education Board shall report to the AAC annually about its activities.

3. Writing Board

The Writing Board shall oversee the Writing Across the Curriculum (WAC) program and shall formulate plans and policies to promote WAC on campus. The membership of the Writing Board shall be the Director of the Writing Center, four faculty members, two students, and up to two academic administrators designated by the Academic Affairs Council in consultation with the Director of the Writing Center. Each of the two centers of the faculty shall elect two representatives with no two from the same department, and the faculty shall serve staggered three-year terms. The two students shall be selected by a process determined by the Student Forum and shall serve staggered two-year terms. The Director of the Writing Center shall serve as Director of the Writing Board and be responsible for the administration of the program. The Writing Board shall report to the AAC annually about its activities.

4. Courses and Programs

The Sub-council on Courses and Programs shall review all new course proposals and new program proposals. The membership of the Sub-council on Courses and Programs shall be the Dean of Academic Departments and Programs, the five faculty representatives of the AAC, a representative from Schaffer Library's Collection Development, and the Registrar. The Sub-council shall grant preliminary approval to new courses and new programs each term, and bring them before the full AAC each term for discussion and approval. The Dean of Academic Departments shall chair the Sub-council.

**D. Procedures**

The procedures to be followed by the Academic Affairs Council shall be those put forward in Chart A.

**CHART A**  
Legislative Flow Chart for Academic Affairs Council

1. Academic Affairs Council (AAC) receives formal proposals from its councils, from its own members, or from Department Heads.
2. The AAC passes a formal policy recommendation.
3. The Student Forum or its equivalent has ten days in the academic calendar in which to respond to the policy recommendation in one of the following ways:
  - Receive the report and take no action; or
  - Return a Sense of the Forum Resolution to the AAC, requesting a formal reconsideration of the policy recommendation.
4. At a meeting of the General Faculty called within thirty days, the General Faculty may
  - Approve (by majority vote) the policy recommendation as it stands, in which case, unless a Sense of the Forum Resolution has been received by the AAC Chair, the policy recommendation is forwarded to the Dean of the Faculty and the President for formal approval and implementation; or
  - Return the recommendation to the Academic Affairs Council with suggested amendments; or
  - Reject (by majority vote) the policy recommendation, in which case the proposal is defeated and may not be reconsidered during the current year.
- 5a. If the recommendation is returned to the Academic Affairs Council by the General Faculty, the AAC has thirty days in the academic calendar to take action. It may:
  - Withdraw the policy recommendation, in which case the same recommendation may not be reconsidered during the current academic year; or
  - Return the initial proposal to the General Faculty, explaining why it has not incorporated suggested amendments; or
  - Resubmit a modified proposal to the General Faculty and the Student Forum or its equivalent.
- 5b. If a Sense of the Forum Resolution is returned to the Academic Affairs Council by the Student Forum or its equivalent, the AAC has thirty days in the academic calendar in which to reconsider the proposal and respond in writing to the resolution. Such a written response is the responsibility of the student members of the AAC. The AAC may:

- Withdraw the policy recommendation, in which case the same recommendation may not be reconsidered during the current academic year; or
  - Return the initial proposal to the Student Forum or its equivalent, explaining why it has not incorporated suggested amendments; or
  - Resubmit a modified proposal to the Student Forum or its equivalent, and to the General Faculty.
6. The General Faculty shall meet within ten days in the academic calendar of receiving again the policy recommendation of the AAC (either the resubmitted initial proposal or a modified proposal) and any Sense of the Forum Resolution(s) related to either the resubmitted initial proposal or any modified proposal. The General Faculty may:
- Approve by majority vote the proposal submitted to it by the AAC, in which case the proposal is forwarded to the Dean of the Faculty and the President for formal approval and implementation; or
  - Fail to approve by majority vote the proposal, in which case the proposal is defeated and may not be reconsidered during the current academic year.
7. The Dean of the Faculty and President must receive the recommendation of the Council and formally approve or disapprove the recommendation within ten days in the academic calendar. In the unusual instance that the Dean of the Faculty or President vetoes the policy recommendation of the AAC, such disapproval must be communicated in writing to the Chair of the AAC within the ten-day period, explaining the reason for rejection. On receipt of such a rejection message, the Academic Affairs Council may begin again at Step 1.

## **V. THE STUDENT AFFAIRS COUNCIL**

### **A. Membership**

The Student Affairs Council (SAC) shall consist of five students (full-time, day-time, undergraduates). The Student Forum shall determine which of its members shall serve on the SAC and how the remaining non-Forum members on the SAC shall be elected. In addition, the Council shall also include two faculty members, both of whom shall be elected by the faculty at large without regard to Division affiliation, two administrators (the Dean of Students and another administrator designated by the Dean of Students) and one academic administrator ex officio and without a vote (designated by the Dean of the Faculty). The Faculty members shall serve staggered three-year terms and shall meet the criteria set forth in section II, E above. The student members shall serve one-year terms. One of the faculty members shall serve as the chair of the Student Affairs Council.

### **B. Responsibilities**

The Student Affairs Council shall continuously review policy and formulate and recommend plans for the following:

- Dean of Students Office
- Residential Life
- Dining Services
- Student Activities and Campus Center
- Health Services
- Student Support Services (counseling, disabilities, international, religious, and other programs)
- Career Center
- Campus Safety

This Council shall formulate and review policy concerning student conduct, including criteria for acceptable social behavior and procedures to be followed by College judicial panels.

This Council shall work to develop policies that encourage students to defend the dignity of all members of the campus community.

This Council shall assume overall responsibility for College policy affecting Greek Organizations and Theme Houses.

This Council shall have responsibilities for advising the Student Forum (or its equivalent) and the Dean of Students on matters of student activities which have a significant impact on student life. The Student Forum oversees activities of students, including the allocation of all Student Tax Monies. The Dean of Students shall be responsible for ensuring that other College interests are taken into account in the development of student programs and services.

### **C. Sub-Council**

The Student Affairs Council shall form one standing sub-council: the Sub-council on Housing Reviews (hereafter referred to as the “Sub-council”). The Sub-council is charged with reviewing the applications of residential groups occupying College-owned housing who have applied for renewal. The Sub-council shall read the self-study prepared by each residential group and invite members of the group to meet with the Sub-council. The Sub-council will then make a recommendation to the Student Affairs Council. The full Student Affairs Council will make the decision on the term of renewal for housing groups.

The Sub-council shall be composed of one administrator (designated by the Dean of Students), one Faculty member (from the Student Affairs Council), one representative from the

Interfraternity Council (to be appointed by the Interfraternity Council), one representative from the Panhellenic Council (to be appointed by the Panhellenic Council), one representative from the Theme House Consortium (to be appointed by the Theme House Consortium), one representative from Independent students (to be appointed by the Student Affairs Council), and one member of the Residential Life staff.

#### **D. Procedures**

The procedures to be followed shall be those put forward in Chart B.

#### CHART B Legislative Flow Chart for Student Affairs Council

1. The Student Affairs Council receives proposals from sub-councils, its own members, or the Student Forum.
2. The Student Affairs Council passes policy recommendations.
3. The Student Forum has thirty days in which to respond to the policy recommendation. It may:
  - Receive the report and take no action, in which case the proposal is forwarded to the Dean of the Faculty and President for formal approval and implementation; or
  - By majority vote, the Forum may call for a reconsideration of the recommendation by the Student Affairs Council, in which case the Forum must be given an opportunity to state its reservations about the recommendation in question.
4. Upon completion of the reconsideration process, the Student Affairs Council may:
  - Endorse the recommendation a second time and the recommendation is then forwarded to the Dean of the Faculty and President for formal approval and implementation; or withdraw the recommendation, in which case it may not be dealt with again during that particular academic year; or
  - Modify the recommendation.
5. The Student Forum has ten days in which to respond to the modified policy recommendation. It may:
  - Receive the report and take no action, in which case the proposal is forwarded to the Dean of the Faculty and President for formal approval and implementation; or
  - By majority vote, the Forum may call for a reconsideration of the revised recommendation by the Student Affairs Council in which case the Forum must be given an opportunity to state its reservations about the revised recommendation.

6. Upon completion of the reconsideration of the revised recommendation, the Student Affairs Council may, as outlined under point four,
  - Endorse again, in which case the revised recommendation is forwarded to the Dean of the Faculty and President for formal approval and implementation; or
  - Withdraw the revised recommendation; or
  - Modify the revised recommendation, in which case the same procedure as outlined above for revised proposals is followed.

(Note: Upon completion of any reconsideration, the Student Affairs Council may endorse the reconsidered proposal and send it for formal approval and implementation.)

7. The Dean of the Faculty and President receive the recommendation of the Student Affairs Council and will formally approve or disapprove the recommendation within ten days. In the unusual instance where the President or the Dean of the Faculty vetoes the policy recommendation of the Student Affairs Council, such disapproval must be communicated in writing within the ten day period explaining the reasons for rejection. On receipt of such a rejection message, the Student Affairs Council may begin again at Step 1.

## **VI. FACULTY REVIEW BOARD**

### **A. Membership**

The Faculty Review Board (FRB) shall have as members five senior faculty (those who have passed tenure review), two junior faculty (those who have not reached the stage of tenure review), one lecturer, the Dean of the Faculty, the Dean of Academic Departments and Programs, and the Assistant Dean for Diversity, Equity and Inclusion. The two deans and the Assistant Dean for Diversity, Equity and Inclusion shall serve ex officio and without vote, except that the Dean of the Faculty shall vote, if requested by the Board, in the event of a tie.

Each Division shall elect one of its senior members to serve on the Faculty Review Board. The fifth senior member shall be elected by the faculty-at-large. The junior members will be elected by the junior faculty, one to represent the Arts and Humanities and Social Sciences Divisions, and the other to represent the Science and Mathematics and Engineering and Computer Science Divisions. Each junior member shall have been a member of the faculty for a minimum of one year, shall be elected for a term of one year, and shall not serve on the Board in the year of tenure review.

The lecturer will be elected by the lecturer faculty with representation alternating between Center I and Center II. If no candidate is available from the appropriate Center in a given year, a

representative may be elected from the other Center. The lecturer member shall have been a member of the faculty for a minimum of one year, shall be elected for a term of one year, and shall not serve on the Board in the year of contract renewal.

### **B. Responsibilities**

The Faculty Review Board shall formulate and submit for General Faculty approval all policies and procedures for review of faculty members for renewal of contract, promotion, tenure, and salary increments. Proposed changes in policies and procedures in matters of salary review, contract renewal, tenure, and promotion may also be initiated at any meeting of the General Faculty. Such recommendations shall be referred to the Faculty Review Board for review and shall be reported back to the Faculty, at the next Faculty meeting (or as otherwise stipulated at the time of referral). The Board shall also be responsible for recommending policies for distribution of funds available for faculty salaries. The Board is further charged with reviewing individual faculty members in consideration of renewal of contract, promotion, tenure and making recommendations in individual cases.

### **C. Procedures**

Only the senior faculty members shall join with the Deans and the Academic Chief Diversity Officer in reviewing individuals for tenure or promotion to the rank of full professor. During consideration of reappointment reviews for junior tenure-track faculty, one junior faculty member of the Board will participate in an advisory (non-voting) capacity. Attendance will be rotated among the junior members. The lecturer member shall be excused. During consideration of lecturer contract renewal the lecturer member shall participate in an advisory (non-voting) capacity. A Board member shall be recused from participation in the Board's review, discussion, and vote of promotion, tenure, renewal and reappointment of individual cases from their home department. When a current voting member is recused or otherwise unable to serve, a previous corresponding member of the Faculty Review Board (from the appropriate division or "at large") will act in their stead. If no corresponding former member of the FRB is available to serve, the FRB Chair, in consultation with the Dean of the Faculty, will select a corresponding senior faculty member to serve in this capacity. The Board as a whole shall consider all other matters within its jurisdiction.

### **D. Creation of Sub-Committees**

The Faculty Review Board shall be empowered to create as many sub-committees as necessary to deal with specific areas of its responsibility, and it shall be empowered to staff these sub-committees with individuals not on the Faculty Review Board. All sub-committees shall expire



automatically at the end of every academic year, sub-committees shall normally be chaired by a member of the Faculty Review Board, and shall have the responsibility for submitting carefully considered proposals to the Faculty Review Board for deliberation, but they may not formally recommend policy to the General Faculty and the Administration.

All student members (who are full-time “day-time,” undergraduates) of the sub-committees (with the exception of chairpersons) shall be appointed by the Student Government Committee on Committees or its equivalent. Faculty representatives shall be appointed by the chair of the Faculty Review Board in consultation with the Faculty Executive Committee.

### **E. Right to Appeal**

A faculty member may request the Faculty Appeals Committee to review a determination by the Faculty Review Board or the Dean of the Faculty regarding pre-tenure contract renewal or tenure, according to procedures set forth in the Faculty Manual.

#### CHART C

#### Legislative Flow Chart for Faculty Review Board (May 2000)

1. The Faculty Review Board (FRB) receives formal proposals from its subcommittees, from its own members, or from Department Heads.
2. The FRB passes a formal policy recommendation.
3. At a meeting of the General Faculty called within thirty days, the General Faculty may
  - Approve (by majority vote) the policy recommendation as it stands, in which case the policy recommendation is forwarded to the Dean of the Faculty and the President for formal approval and implementation; or
  - Return the recommendation to the FRB with suggested amendments; or
  - Reject (by majority vote) the policy recommendation, in which case the proposal is defeated and may not be reconsidered during the current academic year.
4. If the recommendation is returned to the Faculty Review Board by the General Faculty, the FRB has thirty days in the academic calendar to take action. It may
  - Withdraw the policy recommendation, in which case the same recommendation may not be reconsidered during the current academic year; or

- Return the initial proposal to the General Faculty, explaining why it has not incorporated suggested amendments; or
  - Resubmit a modified proposal to the General Faculty
5. The General Faculty shall meet within ten days in the academic calendar of receiving again the policy recommendation of the FRB (either the resubmitted initial proposal or a modified proposal). The General Faculty may
- Approve by majority vote the proposal submitted to it by the FRB, in which case the proposal is forwarded to the Dean of the Faculty and the President for formal approval and implementation; or
  - Fail to approve by majority vote the proposal, in which case the proposal is defeated and may not be reconsidered during the current academic year.

The Dean of the Faculty and President must receive the recommendation of the Council and formally approve or disapprove the recommendation within ten days in the academic calendar. In the unusual instance that the Dean of the Faculty or President vetoes the policy recommendation of the FRB, such disapproval must be communicated in writing to the Chair of the FRB within the ten-day period, explaining the reason for rejection. On receipt of such a rejection message, the FRB may begin again at Step 1.

## **VII. FACULTY APPEALS COMMITTEE**

### **A. Membership**

The Faculty Appeals Committee (FAC) shall have as members five tenured faculty members. Each division will elect one tenured member of the Division to the committee. The Divisions will also elect a tenured alternate to the FAC who replaces the elected representative should the chair determine that valid grounds exist to replace a committee member as determined above. The fifth member of the committee will be elected by the faculty at large and will chair the committee. When this person is elected, the faculty will also elect an alternate to replace the committee chair in the event the chair's membership is challenged by the petitioner. All members of the Appeals Committee will serve for two years.

The Chair of the Faculty Appeals Committee shall not serve concurrently on any ad hoc tenure committee nor on any other of the principal governance structures. No member of the Faculty Appeals Committee can serve on the Faculty Review Board concurrently or in the year immediately preceding service on the Appeals Committee.

**B. Responsibilities**

The Faculty Appeals Committee shall consider petitions by faculty members to review determinations by the FRB or the Dean of the Faculty regarding pre-tenure contract renewal or tenure.

**VIII. THE CONSULTATION GROUPS**

**A. Purpose**

The purpose of the Consultation Groups is to assure that the President of the College will systematically receive advice from faculty, students, and staff on all matters of concern to the College as a whole. Consultation on matters of immediate concern to the campus will be provided by the Conference Group; consultation on matters of long-range planning and budgeting will be provided by the Planning and Priorities Group.

**B. Authority**

All opinions expressed or recommendations made by the Consultation Groups are advisory to the President of the College.

**IX. THE CONFERENCE GROUP**

**A. Membership**

The Conference Group shall be composed of the Chair of the Faculty Executive Committee, the Secretary of the Faculty, the President of the Student Body, the Vice President of Administration of the Student Body, the Chairs of the Academic Affairs Council and the Student Affairs Council, and the co-chairs of the Union Staff Council. The President of the College shall chair the Conference Group.

**B. Responsibilities**

The Conference Group is to advise the President upon request on all matters of immediate concern to the general functioning of the campus. These matters will normally include—but not be limited to—the handling of emergency situations, bottlenecks in the governance system, the creation of ad hoc task forces, procedures to be followed in the case of appeals by members of the faculty and student

body on decisions concerning their status at Union College, and the treatment of any problem which falls outside the normal functioning of the governance system and administration.

The Conference Group will meet at the request of the President and will consider whatever business the President places before it.

## **X. THE PLANNING AND PRIORITIES GROUP**

### **A. Membership**

The Planning and Priorities Group shall be composed of the four division Chairs of the Faculty, the Chair of the Faculty Executive Committee, the Secretary of the Faculty, the two faculty trustees, three students (full-time, day-time, undergraduates) to be appointed by the Student Committee on Committees, two members of the staff to be appointed by the Chief Human Resources Officer for three-year terms with the possibility of reappointment, the Vice Presidents, the Chief Diversity Officer, and resource people deemed helpful to the discussions of the Planning and Priorities Group. The President of the College shall chair the group.

### **B. Responsibilities**

The Planning and Priorities Group shall review and recommend to the President policies concerning long-range planning, the establishment of College priorities, and the preparation of annual budgets. In so doing, the Group shall be concerned with the use of current or proposed facilities, with the financial implications of proposed or anticipated institutional changes, and with all academic and non-academic issues of long-range importance. It shall have the specific responsibility of evaluating the extent to which the annual budget of the College responds to established College priorities.

### **C. Procedures**

The Administration shall provide the Faculty members of the Planning and Priorities Group with complete and timely information relevant to long-range planning and budget issues. To ensure an open and continuing debate over the direction of the College, the President shall prepare for the Group an annual written assessment of the state of the College. This report shall address the suitability of the short- and long-term goals of the College, the progress made during the past year toward attainment of the goals, and future resource requirements.

Normally the Group will concern itself with the development of budgetary priorities and a review of the preliminary budget during the Fall term. Other responsibilities will normally be undertaken during the Winter and Spring terms.

The Planning and Priorities Group will meet at the request of the President and will consider whatever business the President, or designee, places before it.

#### **D. Benefits Committee Sub-Group**

##### **1. Responsibilities**

The Benefits Committee is a standing sub-group of the Planning and Priorities Group (P&P) that makes recommendations to P&P regarding faculty and staff benefits. P&P consults with the committee regarding the consideration of any significant benefit plan changes and provides detailed charges for specific projects. Working in conjunction with a contracted benefits consultant, the Chief Human Resources Officer (CHRO) annually seek the advice of the committee regarding Union's benefits and benefits budget planning. Resource people, deemed helpful to a particular discussion, are invited to attend.

##### **2. Membership**

The Benefits Committee shall, when possible, be composed of: a maximum of five representatives of the Faculty Compensation Committee (FCC), including a Faculty Executive Committee (FEC) liaison; the CHRO; two administrative staff members; and two hourly staff members. The two hourly staff members and two administrative staff members are nominated by the Vice President for Administration & Finance and appointed by P&P. The FCC members are appointed by FEC. With the exception of the CHRO, terms of appointment are for three years with the possibility of reappointment. A member of the FCC is designated by the FEC as co-chair. The designated faculty member and the CHRO serve as co-chairs.

#### **XI. LIAISON COMMITTEES**

Liaison committees are responsible for making policy recommendations to the administration. The committees are co-chaired by an administrator responsible for the relevant administrative offices and by a faculty member. Faculty representatives to liaison committees are elected by faculty. All liaison committees must meet a minimum of once per term. The agenda and minutes of each committee, including any recommendations made, will be forwarded to the Faculty Executive Committee for review and posting on the Academic Affairs web site. Additional Liaison Committees may be established by the President of the College in consultation with the Conference Group.

## **XII. LIAISON COMMITTEE FOR ADMISSIONS**

### **A. Membership**

The membership shall include the Vice President for Admissions, Financial Aid and Enrollment, four faculty members, two students, the Director of Financial Aid, the Director of Athletics, and one member of the admissions staff. The Vice President for Admissions, Financial Aid and Enrollment and one of the faculty members shall co-chair the Liaison Committee for Admissions.

The faculty members will be elected by the faculty, normally one from each division, for staggered three-year terms. The elected faculty shall select the faculty co-chair from among themselves in consultation with the Faculty Executive Committee. The student members will be appointed by the Student Committee on Committees. The admissions staff member will be appointed by the Vice President for Admissions, Financial Aid and Enrollment.

### **B. Responsibilities**

The Admissions Committee is responsible for recommending general admissions policy to the President and, through the President, to the Board of Trustees, and for advising the Vice President for Admissions, Financial Aid and Enrollment on all matters of concern to students and faculty about admissions. In addition, the Vice President for Admissions, Financial Aid and Enrollment may bring to the Committee any matter for consultation and opinion.

### **C. Procedures**

The Liaison Committee on Admissions shall advise the Vice President for Admissions, Financial Aid and Enrollment in the preparation and annual revision of a document which outlines the overall goals, policies, and procedures to be used in the admissions process. Vice President for Admissions, Financial Aid and Enrollment shall prepare for the Committee an annual report which provides a detailed profile of the applicant pool, accepted candidates for admission, and freshman class. The Liaison Committee on Admissions shall meet each Spring to recommend policy guidelines, which shall then be forwarded to the President for formal approval. It shall meet throughout the year, at least once per term, at the request of the Vice President for Admissions, Financial Aid and Enrollment on all other matters.

## **XIII. LIAISON COMMITTEE FOR ATHLETICS**

### **A. Membership**

Membership shall include the Director of Athletics, two elected faculty members (one from each center) plus the two campus NCAA faculty representatives, two students (one male and one female), and one alumni representative. The Director of Athletics and one of the faculty members shall serve as co-chairs of the Liaison Committee for Athletics.

The two elected faculty members will be elected by the faculty for staggered three-year terms. The elected faculty and NCAA faculty representatives shall select the faculty co-chair from among themselves in consultation with the Faculty Executive Committee. The student members will be appointed by the Student Committee on Committees or its equivalent. The alumni representative will be appointed by the Alumni Council.

### **B. Responsibilities**

The Liaison Committee on Athletics shall advise the Director of Athletics on all matters of concern to the athletic program. These shall include -- but not be limited to -- intercollegiate athletic programs, club sports, intramural and recreational programs, women's programs, and instruction in athletic skills and sports. The Liaison Committee shall participate in discussions of general policy, in a review of program needs, in the analysis of budgetary priorities, and in bringing to the attention of the Director of Athletics the concerns of members of the faculty and student body.

Although the Liaison Committee is advisory to the Director of Athletics, it shall be understood that the Director is expected to consult with the Committee on a regular basis and to consider carefully its advice.

### **C. Procedures**

The Liaison Committee on Athletics shall meet at least once each term at the call of the Director of Athletics or the faculty co-chair. It shall discuss whatever business the Director of Athletics or other members of the committee places before it. All decisions of the committee are advisory to the Director of Athletics.

## **XIV. LIAISON COMMITTEE FOR CAMPUS FACILITIES**

### **A. Membership**

Membership shall include the Vice President for Finance, four faculty members, two students, one member of the staff, and the Director of Campus Operations. The Vice President for Finance and one of the faculty members shall serve as co-chairs of the Liaison Committee for Campus Facilities.

The faculty members, normally one from each division, will be elected by the faculty, for staggered three year terms. The elected faculty shall select the faculty co-chair from among themselves in consultation with the Faculty Executive Committee. The student members will be appointed by the Student Committee on Committees. The staff member will be appointed by the Director of Campus Operations.

### **B. Responsibilities**

The Liaison Committee for Campus Facilities shall advise the Vice President for Finance on all matters of the physical state of the campus and on plans for improvements. The Committee shall be consulted regularly at every stage of the planning and construction of new facilities and on other improvements to be undertaken on the campus.

The Liaison Committee for Campus Facilities shall advise the Vice President for Finance in the preparation and annual revision of a working plan for facilities development, which shall prioritize capital improvement projects on the campus. The Administration shall make available to the Committee the budgetary information it needs to make informed judgments in the development of the plan. The working plan for facilities development should be the basis for the annual physical plant capital budget requests by the Vice President for Finance.

### **C. Procedures**

The Liaison Committee for Campus Facilities will meet at least once each term at the call of the Vice President for Finance or the faculty co-chair. It shall discuss matters of concern regarding campus operations and any proposed campus improvements. The Administration shall provide all members of the Committee with a complete and timely description of all campus construction projects during their early planning stages. The Committee shall assess the impact of such projects on the physical environment of the campus and report its findings, along with any recommendations for changes in the plans, to the Planning and Priorities Group which will make a final recommendation to the President.

## **XV. LIAISON COMMITTEE FOR THE LIBRARY**

### **A. Membership**

Membership shall include the Head Librarian, four faculty members, two students, and one member of the Library faculty (in addition to the Head Librarian). The Head Librarian and one of the faculty members shall serve as co-chairs of the Liaison Committee for the Library.



The faculty members, normally one from each division, will be elected by the faculty, for staggered three-year terms. The elected faculty shall select the faculty co-chair from among themselves in consultation with the Faculty Executive Committee. The student members shall be appointed by the Student Committee on Committees. The Library faculty member shall be appointed by the Head Librarian.

### **B. Responsibilities**

The Liaison Committee on the Library shall advise the Head Librarian on all matters of policy pertaining to the operation, maintenance, and improvement of the Library. Committee members are also expected to communicate to their colleagues information concerning Library policies and operations.

### **C. Procedures**

The Liaison Committee for the Library will meet at least once each term at the call of the Head Librarian or the faculty co-chair. It shall discuss whatever business the Head Librarian or members of the committee shall place before it. All decisions of the committee are advisory to the Head Librarian.

## **XVI. LIAISON COMMITTEE FOR ACADEMIC COMPUTING AND TECHNOLOGY**

### **A. Membership**

Membership shall include the Chief Information Officer, four faculty members, two students, and one representative each from Learning Technologies and Environments, and the College Library. The faculty members, one of whom serves as Co-Chair, shall be elected by the faculty, one from each of the four Divisions, for staggered three-year terms, and the student members shall be appointed by the Student Committee on Committees. The Chief Information Officer and a faculty member shall co-chair the Liaison Committee for Academic Computing and Technology. The elected faculty members shall select the faculty co-chair from among themselves in consultation with the Faculty Executive Committee.

### **B. Responsibilities**

The function of the Liaison Committee for Academic Computing and Technology is to help form IT policy on all matters pertaining to the operation, maintenance, and improvement of technology and computing that affect the academic program and mission of Union College. This Committee is also charged with assessing the current use of technology for academic purposes and academic

technology needs on an annual basis to aid in formulating appropriate IT policies and procedures. As part of this mission the Committee will develop and maintain effective means for integrating views of the faculty into IT policy.

### **C. Procedures**

The Liaison Committee for Academic Computing and Technology will meet at least once each term at the convening of the Co-Chairs. It shall discuss whatever business the Co-Chairs or members of the committee shall place before it. This shall include all new policies and changes to IT policies and procedures that significantly affect students and faculty. Proposed new policies and changes to IT policies and procedures shall normally be presented to the Committee at least one month before a policy decision is finalized. All decisions of the committee are advisory to the Chief Information Officer.

## **XVII. LIAISON COMMITTEE ON STUDY ABROAD (LCOSA)**

### **A. Membership**

Membership shall include the Director of International Programs, four faculty members and two students. The Dean of the Faculty or their designee, Dean of Studies, Dean of Students or their designee, and other administrators involved in the work of the International Programs Office as invited by the co-chairs of the committee, shall be non-voting members of the Committee. The Director of International Programs and one of the faculty members shall co-chair the Liaison Committee on Study Abroad. Faculty members shall be elected by the faculty, normally one from each of the four Divisions, for staggered three-year terms. The elected faculty shall select the faculty co-chair from among themselves in consultation with the Faculty Executive Committee. The student members shall be appointed by the Student Committee on Committees or its equivalent.

### **B. Responsibilities**

LCOSA shall advise the Director of International Programs on all matters of concern to Union's International Programs. These shall include (but not be limited to): design of a time-table and a set of guidelines for the initiation of periodic evaluations of individual term abroad (TA) programs designed to alter, affirm, or eliminate said programs; review of re-designed or newly proposed TAs; review of student proposals for alternative student study abroad (for which the student representatives on LCOSA will not participate); and the development and implementation of new assessment tools for TA programs. LCOSA shall participate in discussions of general policy, analysis and setting of budget priorities related to International Programs, and improving the academic quality of all TA experiences.

### **C. Procedures**

LCOSA shall meet at least once each term at the call of the Director of International Programs or the faculty co-chair, and more often at appropriate times of the year to evaluate student proposals for alternative study abroad. The committee shall develop a regular schedule by which all Union TAs are evaluated and the Director of International Programs shall provide the appropriate assessment data for these reviews. A summary of the TA assessments, alternative student study abroad proposals, and any modifications of general policies shall be made available to the Union College community.

## **XVIII. LIAISON COMMITTEE FOR CAMPUS DIVERSITY**

### **A. Membership**

Membership shall include the Assistant Dean for Diversity, Equity and Inclusion, Director of Religious and Spiritual Life, Director of Multicultural Recruitment, Director of Multicultural Affairs, Director of Women and Gender Studies, two faculty members from each of the two centers of the college - elected by the faculty members in the respective centers, such that no two members are from the same department - and two students to be chosen by the Leadership in Diversity Committee of Student Forum. The committee will be co-chaired by the Assistant Dean for Diversity, Equity and Inclusion and one of the elected faculty members.

The faculty members will be elected for a 3 year term. The elected faculty shall select the faculty co-chair from among themselves.

### **B. Responsibilities**

The Liaison Committee for Campus Diversity shall advise the Assistant Dean for Diversity, Equity and Inclusion on all matters of concern to the campus community in reference to diversity including issues related to multiculturalism, gender, sexual orientation, religion, disability, and ageism. The Assistant Dean for Diversity, Equity and Inclusion may also bring to the Committee any matter for consultation. Recommendations for policy or procedure changes shall be brought to the attention of the Assistant Dean for Diversity, Equity and Inclusion and the President.

### **C. Procedures**

The Liaison Committee for Campus Diversity will meet at least once each term at the call of the Assistant Dean for Diversity, Equity or Inclusion or the faculty co-chair. It shall discuss matters of

concern regarding strategic diversity initiatives, and annual revision of policies. The Committee shall assess the impact of our initiatives and report its findings to the President. All recommended policy changes shall be forwarded to the President for formal approval.

## **XIX. AMENDING THE GOVERNANCE SYSTEM**

All the structures and procedures established by this document may be amended at any point in the future. The procedures to be followed in amending the Governance System shall be the following:

- A. Amendments may be formally proposed in any of the following ways:
  - By a petition signed by at least 10 percent of the General Faculty.
  - By majority vote of the Faculty Executive Committee.
  - By majority vote of the Student Forum (or its equivalent).
  - By the President of the College in consultation with the Conference Board.
- B. Any amendment formally proposed must be circulated in writing to all members of the General Faculty and the Student Forum at least thirty days in the academic calendar prior to a vote being taken upon it.
- C. Any amendment formally proposed must be approved by both
  - A majority of all members of the General Faculty who are in residence at the College during the academic term in which the vote is taken; this vote may occur at a meeting of the General Faculty called for this purpose or by mail, online, or other electronic form of ballot, at the discretion of the Faculty Executive Committee; and
  - A majority of all members of the Student Forum who were elected or appointed to serve during the academic term in which the vote is taken. (Approval by the Student Forum is not required on amendments pertaining to sections II, VI, and VII.)

In both cases, a vote on the proposed amendment must be held within forty-five days in the academic calendar following the circulation of the amendment.

- D. Upon approval by the General Faculty and where required by the Student Forum, the amendment shall be forwarded to the President of the College and, through the President, to the Board of Trustees. If the President concurs with the amendment and decides that such an amendment is procedural in nature, the amendment will automatically become effective at the beginning of the next academic term. If the President concurs with the amendment and decides that such an amendment is substantive in nature, the amendment will be forwarded to the Board of Trustees for approval and the amendment will become effective at the beginning of the next academic term. If the President disapproves of the amendment, the amendment shall not take effect, and the President must communicate this decision in writing to the Faculty Executive Committee, the Student Forum, and the Executive Committee of the Board of Trustees, explaining the reasons for disapproval. In all

cases, the President must act within ten days in the academic calendar following approval by the General Faculty and Student Forum. The Presidential disapproval may be over-ridden by two-thirds of the members of the General Faculty who are in residence in the term in which the vote is taken. The Chair of the Faculty Executive Committee shall then forward the amendment to the Board of Trustees for approval.

**UNION**  

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**C O L L E G E**

FOUNDED 1795

**Faculty Manual**

**Section V**  
**Ethics and Conduct**

**January 1, 2024**

**Union College**  
807 Union Street  
Schenectady, NY 12308

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## **I. FACULTY RESOLUTION ON PROFESSIONAL ETHICS**

(April 16, 2003)

Adapted from the AAUP Statement on Professional Ethics, AAUP Policy Documents and Reports (1995)

*Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. (1940 Statement on Principles of Academic Freedom and Tenure, the American Association of University Professors.)*

- A. Professors (The term "professor" is used generically in this document to apply to all members of the Union College community who hold faculty status.), guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty, represent their own accomplishments accurately, and acknowledge those parts of their work that build on the work of others. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- B. As teachers, professors encourage the free pursuit of learning in their students. They hold before their students the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from their students. They protect the academic freedom of their students.
- C. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt, honestly representing their own and others' contributions to their work, and they strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of the College.
- D. As members of the Union College community, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in

determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

- E. As citizens of the surrounding community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to the College. When they speak or act as private persons they avoid creating the impression of speaking or acting for Union College. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## **II. ACADEMIC FREEDOM**

The faculty member is entitled to freedom in the classroom in discussing a subject, but should be careful not to introduce into their teaching controversial matter which has no relation to the subject at hand or which creates an intimidating, hostile, or demeaning educational environment.

The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties; but research for pecuniary return (contract research) must have written approval of the President of the College.

The college professor is a citizen, a member of a learned profession, and a member of the faculty of an educational institution. When speaking or writing as a citizen, a faculty member should be free from institutional censorship or discipline, but the association with the College imposes a special obligation. As a scholar and a member of the faculty, it should be remembered that the public may judge the profession and the institution by the utterances of its members. With regard to sanctions against a faculty member for extramural utterances, the controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for their position. Moreover, a final decision in the considerations of sanctions against a faculty member for extramural utterances should take into account the faculty member's entire record as a teacher and scholar.

### **III. INDEMNIFICATION OF EMPLOYEES<sup>1</sup>**

#### **A. Introduction**

In the event a legal proceeding is commenced against a current or former employee of the College, the Vice President for Administration and Finance, with assistance from the College's General Counsel and from the Director of Budgets and Risk Management, will evaluate the relevant facts associated with the legal proceeding in consultation with the Board of Trustees' Counsel. The Board of Trustees, in accordance with the Bylaws of the College, will make the determination as to whether the college will offer a legal defense and/or indemnification.

Indemnification generally includes payment by the College of any fines, penalties, settlements, and any other expenses actually and reasonably incurred in connection with an actual civil, criminal, administrative, or investigative action, claim, or proceeding. The College will select the legal counsel except when it is determined that the employee's legal interests have substantially diverged from those of the College.

#### **B. Conditions**

The College will defend the employee for actions arising out of the employment relationship if:

- The employee's alleged actions or omissions were within the scope of their College duties.
- The employee's alleged actions and omissions were done in good faith, without criminal or other willful misconduct (for example, conduct demonstrating a substantial disregard and/or intentional neglect of duties and obligations).
- The employee reasonably believed that the alleged actions and omissions were lawful and in the best interests of the College.
- The employee gave the College's Vice President for Administration and Finance prompt written notice of such claim or action.
  - The original copy of any summons, complaint, notice, demand, letter, or any other document or pleading must be given to the Vice President for Administration and Finance as promptly as is reasonably possible.
  - Likewise, employees must give timely notice to the Vice President for Administration and Finance of legal issues as promptly as is reasonably possible before such issues give rise to

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<sup>1</sup> Indemnification of Trustees, and indemnification of employees serving as members of the Board of Trustees or as Administrative Officers, is to be handled in accordance with the College's By-Laws.

a lawsuit or other legal proceeding or claim. A delay in giving notice to the Vice President for Administration and Finance as set forth in this paragraph can disqualify an employee from indemnification or other coverage under this Policy and potentially subject the employee to personal liability.

- The employee cooperates continuously and fully with the College in defense of the action.
- Any settlement or compromise of the claim or action has prior written approval of the College.

### **C. Exclusions**

This Policy shall not extend to:

- Conduct giving rise to the claim or action occurring when the employee was providing services for which they were being compensated in whole or in part by someone other than the College unless the program under which the services in question were being provided had been approved in writing by the College.
- An employee who brings a legal action against the College or its interests.
- Any action to the extent that it may be indemnifiable under any College insurance policies in place that covers the employee whereupon the terms and conditions of that insurance policy shall govern. The College shall, upon receipt of the claim or notice of legal action from the employee, as required above, submit the same to the College's insurance company.
- Any and all internal College proceedings.
- Any indemnification prohibited by law.

### **D. Further Limitations**

To the extent that the interests of an employee who is being defended by the College diverge from the College's interests, the College will pay the costs of a separate legal defense for that employee to the extent required by New York State law.

This policy is intended to serve only as a guide to the College's indemnification practices regarding the College's employees. Notwithstanding this Policy or any provision herein to the contrary. The College reserves the right to make determinations regarding indemnification of employees that it believes are in the best interests of the College regardless of this Policy<sup>2</sup>. The College's

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<sup>2</sup> The factors applied by the College to make the determination that the employee acted in the best interest of the College include, but are not limited to: (i) the employee appeared to have followed, in good faith, College policies; (ii) in matters of questionable propriety

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interpretation of this Policy and its determination as to indemnification in specific situations shall be final.

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or uncertainty, the employee consulted with College officials and appeared to have followed the recommendations; (iii) the employee appeared to have acted to minimize the damage to the College's reputation by limiting the dissemination of information that has consequences for compliance with law and college policies to those who reasonably had a need to know that information.

#### **IV. INTELLECTUAL PROPERTY**

(May 20, 2005)

Basic Objective: Union College is a college of liberal arts and engineering whose mission is to maintain a community of inquiry, discourse, and experiment in which it is clear that scholarship and teaching are parts of a single enterprise. The intellectual endeavors and activities of its faculty, staff, or students may result in products of a tangible nature for which the College and the faculty, staff, or student may deem it advantageous to enter these products into commerce. The College strives to support its faculty and employees in securing commercial development of intellectual property resulting from their research so that society may benefit at the earliest opportunity. These products may be the subject of a patent application or a copyrightable work or other tangible material and are known collectively as “Intellectual Property.”

This policy is intended to:

- provide an incentive to creative intellectual effort and the advancement of knowledge;
- ensure that the respective interests of the College, and supporting sponsor (if any) are considered and protected through the development of fair contracts and procedures;
- assist the Staff and the College to realize tangible benefits from Intellectual Property, and advance and encourage further research within the College with whatever funds accrue to the College from Intellectual Property resulting from College research.

Definitions:

- “College” shall mean Union College.
- “Staff” shall mean any member of the faculty, administration, staff, student body, postdoctoral fellow, or visiting scientist, whether or not they receive all or any part of their salary or other compensation from the College.
- “Inventor” shall mean any Staff member who shall conceive or reduce to practice an invention while engaged in College activities.
- “Author” shall mean any Staff member who prepares any College copyrightable work.
- “Contributor” shall mean any Staff member who shall have contributed substantially to the existence of any item of Intellectual Property.
- “College Activities” shall mean activities engaged in by a member of the Staff by: (a) written assignment of the College administration; (b) contractual agreement with the College or any sponsor; (c) material use of facilities (other than its libraries), or other resources of the College.
- “Intellectual Property” shall mean inventions, College copyrightable works, and tangible results of research.
- “Invention” shall mean “...any new and useful process, machine, manufacture or composition of matter or any new and useful improvement thereof...” as defined under the Patent Laws of the United States.
- “College Copyrightable Work” shall mean copyrightable works owned by the College in accordance with the policies set forth in Section XV.



- “Tangible Results of Research” shall mean a physical embodiment of the research effort, including physical embodiments of any invention, or College Copyrightable Work that results from College Activities by any member of the Staff. Such Tangible Results of Research shall include, but not be limited to antibodies, cell lines, new microorganisms, plant lines or progeny thereof; recombinant or other biological materials; integrated circuit chips, computer software, engineering prototypes and drawings, chemical compounds; devices; machines; and models.
- “Sponsor” shall mean any individual or organization that by written agreement with the College shall finance in whole or part any College Activities.
- “New Revenue” or “Annual New Royalty” are defined as revenues received from the licensing and developing of an Intellectual Property after deduction of all costs reasonably attributable to the protection and distribution of such Intellectual Property, including any reasonable expense of patent or copyright prosecution, maintenance, interference proceedings, litigation, marketing or other dissemination and licensing. Net revenues from the following sources are subject to distribution: option fees; up-front licensing fees; licensing payments; milestone payments; or proceeds from the sale of other equity in the licensee company.

Coverage: These policies shall apply as a condition of appointment or employment by the College to every member of the Staff who during the period of their appointment or employment by the College shall: (a) conceive or first reduce to practice actually or constructively, any Invention; (b) prepare any College Copyrightable Work; or (c) contribute substantially to the existence of any Tangible Result of Research.

Disclosure of Intellectual Property: Every Staff member shall, in writing and in reasonable detail, give the Vice President for Academic Affairs (hereinafter “VPAA”)/Dean of the Faculty prompt notice of any: (a) Invention; (b) College Copyrightable Work; or (c) Tangible Result of Research which they shall desire to have patented, copyrighted or made available to the investigators or the public by commercial or other means, or shall believe or have reason to believe is patentable, copyrightable, or of value to other investigators or the public, or otherwise of commercial value.

Ownership of Inventions: The rights of ownership to all Inventions which result from College Activities shall be the property of the College; provided, however, that:

- Within the ninety (90) days next following disclosure of an Invention to the College under the preceding Section on Disclosure of Intellectual Property (or such further period of time as may be agreed upon by the Inventor and the VPAA), the VPAA shall determine, and advise the Inventor in writing, whether such rights shall be retained by the College, conditionally retained by the College or shall be released to the inventor; and
- The rights of ownership to every Invention conceived by any Staff member while engaged in other than College Activities shall be the property of that person.

**Ownership of Copyrightable Works:** The rights of ownership to all copyrightable works prepared while the Staff member is engaged in College Activities shall be the property of the College; provided however that:

- Within the ninety (90) days following disclosure of College copyrightable Work to the College under the preceding Section on Disclosure of Intellectual Property (or such further period of time as may be agreed upon by the Author and the “VPAA”, the “VPAA” shall determine, and advise the Author, in writing, whether such rights shall be retained by the College, conditionally retained by the College or shall be released to the Author; and
- Copyrightable works prepared by a Staff member while engaged in activities other than College activities shall be the property of the Author. See the Section on Copyright below for specific details.

**Ownership of Tangible Results of Research:** All Tangible Results of Research shall be the property of the College.

**Sponsorship of Intellectual Property:** The rights of ownership to each item of Intellectual Property produced during activities conducted pursuant to any agreement between the College and any Sponsor shall be determined in accordance with such agreement; however, it shall be the policy of the College to retain title to Intellectual Property whenever possible under state or federal law. Any agreement with a Sponsor pertaining to the ownership of Intellectual Property and assignment thereof shall be made between the College and the Sponsor in advance of the research or other activity that produces the Intellectual Property.

**Disagreements:** The President shall appoint a Committee on Intellectual Property composed of both faculty members and administrative officers (the VPAA shall serve ex officio). The creator of any Intellectual Property that is or might be covered under this Policy (see above for Patents) cannot be a voting member of this Committee. This Committee shall be the body to whom appeals may be made. Whenever legal protection for Intellectual Property is anticipated all persons engaged in such creative activity are encouraged to keep regular notebooks and records, preferably in the form of bound notebooks that are regularly signed and dated by the Inventor(s) as well as periodically signed by one or more witnesses.

**Seeking a Patent or Copyright:** Whenever the VPAA shall determine to seek the patenting or copyrighting of any Invention or College Copyrightable Work, the College shall, without expense to the Inventor or Author provide such professional services as it shall deem to be necessary or desirable for such purpose, and which may include the services of an independent patent organization. The Inventor or Author is obligated to cooperate fully in such effort, including their execution of all necessary or desirable agreements, applications, and other forms and instruments. If, at any time subsequently, the College shall terminate its effort to seek such patent or copyright, it shall promptly give written notice thereof to the Inventor or Author who thereupon to the extent allowed by law or any sponsorship

agreement shall be free at their expense to develop, license, and otherwise use the Invention, patent application, patent or copyright. In this event the Inventor or Author shall receive all benefits of any development, licensing or other use of the Invention, patent application, patent or copyright except that the College shall be entitled to recovery of associated costs.

**Transfer or Sale of Tangible Results of Research:** Tangible Results of Research may not be transferred or sold to any party outside the College before: (a) a disclosure of the Tangible Results of Research has been submitted to the VPAA and (b) the Contributor(s) has been notified by the Office of the VPAA of any required conditions of such transfer or sale. Such notification shall be made within thirty (30) days following the disclosure of Tangible Results of Research.

**Promotion and Licensing:** In interpreting and applying these policies, the College shall, by such means as it shall deem to be most effective and appropriate in each case, act to bring to the public all Intellectual Property to which the College has rights of ownership in whole or part. Such means may include, but shall not be limited to, agreements for the development, patenting, copyrighting, promotion, licensing, printing, distributing or manufacturing of any Intellectual Property; and in every case the College shall advise the Inventor, Author, or contributor of the terms of any such proposed agreement. No agreements will be entered into by the College without the review of all Inventors, Authors or contributors. Any disagreement between the College and the Inventor(s), Author(s) or contributor(s) concerning a proposed agreement will be resolved in a timely fashion by the Committee on Intellectual Property.

**Proceeds from Distribution of Intellectual Property:**

1. **Invention Proceeds:** Subsequent to the College's recovery of funds that were invested in patenting, marketing or developing Intellectual Property, the Contributor(s) and the College will share in the net revenue received from the Contributor's Intellectual Property(ies) owned by and licensed from the College. The Contributor(s) will receive 50% of the net revenues, and the College will receive 50%. It is understood that one-half of the College's portion will be for the primary purpose of advancing and encouraging further research and intellectual property development within Union College.

In the case of multiple Inventors, the Inventors' share will be distributed among the Inventors in accordance with a written agreement signed by all Inventors; or, if there is no such agreement, all Inventors will receive an equal share.

If inventorship is shared among College Inventors and inventors at one or more other institutions, the College will negotiate with the one or more other institutions concerning exclusive licenses and distribution of revenues. College net revenues from such agreements will be distributed to inventors at the College using the distribution formulae discussed above.

2. Copyright Proceeds: These will follow the same distribution and stipulations as Inventions listed above.
3. Tangible Results of Research Proceeds: To the extent allowed by law, where any Tangible Result of Research is not within the scope of the claims of a patent, patent application, or copyright, each Contributor shall share in any net revenue or annual net revenue to the same extent a Contributor shares in proceeds listed above for Inventions and Copyrights.

#### Sponsors: Other Organizations

If and when any conflict shall arise between these Policies and any condition or conditions of (a) any proposed grant from or contract with any organization offering to act as a Sponsor or (b) the patent, copyright or intellectual property policies and procedures of any other organization to which any joint appointment or any affiliation or consulting agreement is made, such conflict shall be referred to the Committee on Intellectual Property. Following consideration of the conflict the Committee shall recommend a course of action to the College administration. It is incumbent on the College to take all reasonable steps, including but not limited to appropriate legal action, to protect and advocate issues on its behalf and those of the Inventor, Author or Contributor in the event of a conflict with a Sponsor.

**Release of Rights Ownership:** The Office of the Vice President for Academic Affairs may, for reasons and upon terms deemed to be satisfactory by its office, release on behalf of the College at any time any Invention, patent, patent application, College Copyrightable Work, copyright or right of ownership to Tangible Results of Research to its Inventor, Author or Contributor. Such release shall be in writing in accordance with the Section on Seeking a Patent or Copyright.

**Copyright:** Within higher education, it has been the prevailing academic practice to treat the faculty member as the copyright owner of works that are created independently and at the faculty member's own initiative for traditional academic purposes. Examples include, but are not limited to, class notes and syllabi, books and articles, works of fiction and nonfiction, poems and dramatic works, musical and choreographic works, pictorial, graphic, and sculptural works, computer programs, computer-generated works, and educational software (commonly known as "courseware"). This practice has been followed for the most part, regardless of the physical medium in which these "traditional academic works" appear, that is, whether on paper or in audiovisual or electronic form. This practice should also ordinarily apply to the development of courseware for use in programs of distance education. Situations do arise, however, in which the College may fairly claim ownership of, or an interest in, copyright in works created by faculty members. Three general kinds of projects fall into this category: special works created in circumstances that may properly be regarded as "made for hire," negotiated contractual transfers, and joint works" as described in the Copyright Act.

1. Works Made for Hire

Although traditional academic work that is copyrightable—such as lecture notes and courseware, books, and articles—cannot normally be treated as works made for hire, some works created by College faculty members do properly fall within that category, allowing the institution to claim copyright ownership. Works created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement, may be fairly deemed works made for hire. Even absent such prior written specification, ownership will vest with the college or university in those cases in which it provides the specific authorization or supervision for the preparation of the work. Examples are reports prepared by a dean or by the chair or members of a faculty committee, or college promotional brochures prepared by a director of admissions. The Copyright Act also defines as a “work made for hire” certain works that are commissioned from one who is not an employee but an “independent contractor.” The institution will own the Copyright in such a commissioned work when the author is not a College employee, or when the author is such a faculty member but the work to be created falls outside the normal scope of that person’s employment duties (such as a professor of art history commissioned by the institution under special contract to write a catalog for a campus art gallery). In such situations, for the work-made-for-hire doctrine to apply there must be a written agreement so stating and signed by both parties; the work must also fall within a limited number of statutory categories, which include instructional texts, examinations, and contributions to a collective work.

## 2. Contractual Transfers

In situations in which the copyright ownership is held by the faculty member, it is possible for the individual to transfer the entire copyright, or a more limited license, to the College or to a third party. As already noted, under the Copyright Act, a transfer of all of the copyright or of an exclusive right must be reflected in a signed document in order to be valid. When, for example, a work is prepared pursuant to a program of “sponsored research” accompanied by a monetary grant from a third party, a contract signed by the faculty member providing that copyright will be owned by the College will be enforceable. Similarly, the College may reasonably request that the faculty member—when entering into an agreement granting the copyright or publishing rights to a third party—make efforts to reserve to the institution the right to use the work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, nonexclusive basis.

## 3. Joint Works

Under certain circumstances, two or more persons may share copyright ownership of a work, notably when it is a “joint work.” The most familiar example of a joint work is a book or article written, fully collaboratively, by two academic colleagues. Each is said to be a “co-owner” of the copyright, with each having all the usual rights of the copyright owner provided that any income

from such uses is shared with the other. In rare situations it may be proper to treat a work as a product of the joint authorship of the faculty member and the College, so that both have a shared interest in the copyright. Whoever owns the copyright, the College may reasonably require reimbursement for any unusual financial or technical support. (“Unusual financial or technical support” is defined as follows: Extensive un-reimbursed use of major College laboratory, studio, or computational facilities, or human resources. The use of these facilities must be important to the creation of the intellectual property; merely incidental use of a facility does not constitute substantial use, or does extensive use of a facility commonly available to all faculty or professional staff (such as libraries and offices), nor does extensive use of a specialized facility for routine tasks. Use will be considered “unusual” and facilities will be considered “major” if similar use facilities would cost the creator more than \$5,000 (five thousand dollars) in constant 1984 dollars if purchased or leased in the public marketplace. Creators wishing to reimburse the College for the use of its facilities must make arrangements to do so before the level of facilities usage for a particular intellectual property becomes substantial as defined.) That reimbursement might take the form of future royalties or a nonexclusive, royalty-free license to use the work for internal educational and administrative purposes. This means that the course developer and the College must reach an understanding about the conditions of portability and commercialization of faculty work developed using substantial College resources. Ordinarily, such an understanding will be recorded in a written agreement between the course developer and the College on a course-by-course basis.

## V. INVESTIGATING AND RESPONDING TO ALLEGATIONS OF SCIENTIFIC MISCONDUCT

### A. Introduction

#### 1. General Policy

An underlying principle of all research is the quest for truth. The credibility of research must be above reproach if public trust is to be maintained. Misconduct in research undermines the public trust placed in the research enterprise of our Nation's colleges and universities, and wastes valuable public and private resources. Therefore, it is the policy of Union College to neither condone nor tolerate scientific research misconduct by any member of its community. While breaches in such standards are rare, these must be dealt with promptly and fairly by all parties in order to preserve the integrity of the research community and of this College. This document applies to allegations of research misconduct; "misconduct" as used herein, means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest error or differences of opinion.

- i. Fabrication is making up data or results and recording or reporting them;
- ii. Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record;
- iii. Plagiarism is the appropriation of another person's ideas, processes, results or words without giving appropriate credit.

Union College promotes the responsible conduct of research and encourages any person affiliated with the institution involved in research activities to follow the Plan for Training in the Responsible Conduct of Research Training Plan<sup>3</sup>.

#### 2. Scope

This policy and the associated procedures apply to all individuals at Union College engaged in research, including that which is supported by or for which support is requested from the U.S. Public Health Service (PHS)<sup>4</sup>. This policy applies to any person paid by or under the control of the institution, such as scientists, trainees, technicians and other staff members, students, fellows,

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<sup>3</sup> Union College students conducting sponsored research activities are required by the National Science Foundation to complete training in the Responsible Conduct of Research.

<sup>4</sup> Standards for inquiries and investigations into allegations of scientific misconduct are set forth in the Public Health Service's Code of Federal Regulations (C.F.R.) at Title 42 C.F.R. Part 50, Subpart A, entitled "Responsibility of PHS Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science."

guest researchers, or collaborators at Union College. In the case of undergraduate students involved in alleged scientific misconduct, this policy and the associated procedures shall apply in those instances where: 1) the research in question is supported by federal agencies; or 2) the student independently submitted a manuscript for peer-reviewed publication, with the intent of influencing the science surrounding the topic, without the participation of the faculty research advisor. Student matters may also, as appropriate, be handled under the relevant academic integrity (Honor Code) guidelines.

This policy and associated procedures will normally be followed when an allegation of possible misconduct in science is received by an institutional official. Particular circumstances in an individual case may dictate variation from the normal procedure deemed in the best interests of Union College.

## **B. Definitions**

- **Allegation** means any written or oral statement or other indication of possible scientific misconduct made to an institutional official.
- **Conflict of interest** means the real or apparent interference of one person's interests with the interests of another person, where potential bias may occur due to prior or existing personal or professional relationships.
- **Deciding Official (DO)** means the institutional official who makes final determinations on allegations of scientific misconduct and any responsive institutional actions. The DO will not be the same individual as the Research Integrity Officer (RIO) and should have no direct prior involvement in the institution's inquiry, investigation, or allegation assessment.
- **Division III Representative to the FEC** means a single faculty member appointed to represent their academic division (Biology, Chemistry, Geology, Mathematics, Physics, and Psychology) on the Faculty Executive Committee (FEC).
- **Division IV Representative to the FEC** means a single faculty member appointed to represent their academic division (Bioengineering, Computer Science, Electrical & Computer Engineering, Engineering, and Mechanical Engineering) to the Faculty Executive Committee (FEC).
- **Faculty Executive Committee (FEC)** means the committee comprised of a Chair, a Secretary, and four additional faculty members who shall be the four heads of the Academic Divisions responsible for, among several duties, revising the faculty constitution and bylaws to be in accord with the governance system and to establish orderly means to accomplish the business of the General Faculty



- **Good faith allegation** means an allegation made with the honest belief that scientific misconduct may have occurred. An allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.
- **Inquiry** means gathering information and initial fact-finding to determine whether an allegation or apparent instance of scientific misconduct warrants an investigation.
- **Investigation** means the formal examination and evaluation of all relevant facts to determine if misconduct has occurred and, if so, to determine the responsible person and the seriousness of the misconduct.
- **Office of Research Integrity (ORI)** is the office within the U.S. Department of Health and Human Services (DHHS) that is responsible for the scientific misconduct and research integrity activities of the U.S. Public Health Service.
- **PHS** means the U.S. Public Health Service, an operating component of the DHHS.
- **PHS regulation** means the Public Health Service regulation establishing standards for institutional inquiries and investigations into allegations of scientific misconduct, which is set forth at 42 C.F.R. Part 50, Subpart A, entitled “Responsibility of PHS Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science.”
- **PHS support** means PHS grants, contracts, or cooperative agreements or applications thereof.
- **Research Integrity Advisory Committee (RIAC)** is a standing committee comprised of Union College faculty and staff who will assist the Research Integrity Officer (RIO) in identifying the appropriate individuals to serve on inquiry and investigation committees.
- **Research Integrity Officer (RIO)** means the institutional official responsible for assessing allegations of scientific misconduct and determining when such allegations warrant inquiries and for overseeing inquiries and investigations.
- **Research record** means any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an allegation of scientific misconduct. A research record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; correspondence; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.
- **Respondent** means the person against whom an allegation of scientific misconduct is directed or the person whose actions are the subject of the inquiry or investigation. There can be more than one respondent in any inquiry or investigation.

- **Retaliation** means any action that adversely affects the employment or other institutional status of an individual that is taken by an institution or an employee because the individual has in good faith, made an allegation of scientific misconduct or of inadequate institutional response thereto or has cooperated in good faith with an investigation of such allegation.
- **Scientific research** means research activities conducted in the fields of science and engineering (S&E) consistent with the 2010 Classification of Instructional Programs (CIP 2010). S&E includes the following fields: agricultural sciences and natural resources sciences, biological and biomedical sciences, computer and information sciences, engineering, health and clinical sciences, mathematics and statistics, physical sciences, psychology, social sciences, and other science and engineering fields. For a detailed list of disciplines included in each of these fields, see section “13. Fields of S&E, Crosswalk of fields of S&E to the National Center for Education Statistics (NCES) 2010 Classification of Instructional Programs (CIP)”.
- **Scientific misconduct or misconduct in science** means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research. It does not include honest error or honest differences in interpretations or judgments of data<sup>5</sup>.
- **Whistleblower** means a person who makes an allegation of scientific misconduct.

### C. Rights and Responsibilities

For Union College officials and administrators involved in matters of research integrity, please contact the Institutional Grants Office at College Relations.

#### 1. Research Integrity Advisory Committee

The Research Integrity Advisory Committee (RIAC) is a standing committee comprised of Union College faculty and staff who will assist the Research Integrity Officer (RIO) in identifying the appropriate individuals to serve on inquiry and investigation committees. The RIO will consult with the RIAC to determine the various expertise and perspectives necessary for a fair inquiry and investigation.

Union College administrators and faculty serving on the RIAC include the:

- Dean of Studies
- Director of Undergraduate Research
- Director of Sponsored Programs:

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<sup>5</sup> 42 C.F.R. § 50.102.

- Division III Representative to the Faculty Executive Committee (FEC)
- Division IV Representative to the Faculty Executive Committee (FEC)

## **2. Research Integrity Officer**

Union’s Dean of Academic Departments and Programs will serve as the Research Integrity Officer (RIO) who will have primary responsibility for implementation of the procedures set forth in this document. The RIO will be an individual well qualified to handle the procedural requirements involved and is sensitive to the varied demands made on those who conduct research, those who are accused of misconduct, and those who report apparent misconduct in good faith.

The RIO will consult with the Research Integrity Advisory Committee (RIAC) to identify appropriate individuals to be appointed to the inquiry and investigation committee, ensuring that necessary and appropriate expertise is secured to carry out a thorough and authoritative evaluation of the relevant evidence in an inquiry or investigation. The RIO will attempt to ensure that confidentiality is maintained.

The RIO will assist inquiry and investigation committees and all institutional personnel in complying with these procedures and with applicable standards imposed by government or external funding sources. The RIO is also responsible for maintaining files of all documents and evidence and for the confidentiality and the security of the files.

The RIO will report to ORI – and keep ORI updated on – any developments during the course of an inquiry or investigation that may affect current or potential DHHS funding for the individual(s) under investigation or that PHS needs to know to ensure appropriate use of Federal funds and otherwise protect the public interest<sup>6</sup>.

## **3. Whistleblower**

The whistleblower will have an opportunity to testify before the inquiry and investigation committees, to review portions of the inquiry and investigation reports pertinent to their allegations or testimony, to be informed of the results of the inquiry and investigation, and to be protected from retaliation. Also, if the RIO has determined that the whistleblower may be able to provide pertinent information on any portions of the draft report, then these portions will be given to the whistleblower for comment.

The whistleblower is responsible for making allegations in good faith, maintaining confidentiality, and cooperating with an inquiry or investigation. The whistleblower has an obligation to respect

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<sup>6</sup> 42 C.F.R. § 50.103(d)(12)

the reputation of the respondent by refraining from activities potentially harmful or damaging to the reputation of the respondent.

#### **4. Respondent**

The respondent will be informed of the allegations when an inquiry is opened and notified in writing of the final determinations and resulting actions. The respondent will also have the opportunity to be interviewed by and present evidence to the inquiry and investigation committees, and to review the draft inquiry and investigation reports.

The respondent is responsible for maintaining confidentiality and cooperating with the conduct of an inquiry or investigation. If the respondent is not found guilty of scientific misconduct, they have the right to request and receive institutional assistance in restoring their reputation<sup>7</sup>.

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<sup>7</sup> 42 C.F.R. § 50.103(d)(13)

## **5. Deciding Official**

The Vice President for Academic Affairs shall serve as the Deciding Official (DO), and will receive the inquiry and/or investigation report and any written comments made by the respondent or the whistleblower on the draft report. The DO will consult with the RIO or other appropriate officials and will determine whether to conduct an investigation, whether misconduct occurred, whether to impose sanctions, or whether to take other appropriate administrative actions.

## **D. General Policies and Principles**

### **1. Responsibility to Report Misconduct**

All employees or individuals associated with Union College should report observed, suspected, or apparent misconduct in science to the RIO. If an individual is unsure whether a suspected incident falls within the definition of scientific misconduct, they may call the RIO to discuss the suspected misconduct informally.

At any time, an employee may have confidential discussions and consultations about concerns of possible misconduct with the RIO and will be counseled about appropriate procedures for reporting allegations. Should an individual observe or suspect scientific misconduct involving the RIO, the individual may contact any member of the Research Integrity Advisory Committee (RIAC) about appropriate procedures for reporting allegations.

Union College administrators and faculty serving on the RIAC include the:

- Dean of Studies
- Director of Undergraduate Research
- Director of Sponsored Programs
- Division III Representative to the Faculty Executive Committee (FEC)
- Division IV Representative to the Faculty Executive Committee (FEC)

### **2. Cooperation with Research Misconduct Proceedings**

Institutional members will cooperate with the RIO and other institutional officials in the review of allegations and the conduct of inquiries and investigations. Institutional members, including respondents, have an obligation to provide evidence relevant to research misconduct allegations to the RIO or other institutional officials.

### **3. Confidentiality**

The RIO shall make all reasonable and practical efforts to maintain confidentiality, consistent with federal regulations and institutional policy, and to: (1) limit disclosure of the identity of respondents and complainants to those who need to know in order to carry out a thorough, competent, objective and fair research misconduct proceeding; and (2) except as otherwise prescribed by law, limit the disclosure of any records or evidence from which research subjects might be identified to those who need to know in order to carry out a research misconduct proceeding. The RIO should use written confidentiality agreements or other mechanisms to ensure that the recipient does not make any further disclosure of identifying information.

### **4. Protecting the Whistleblower<sup>8</sup>, Witnesses and Committee Members**

The RIO will monitor the treatment of individuals who bring allegations of misconduct or of inadequate institutional response thereto, and those who cooperate in inquiries or investigations. The RIO will ensure that these persons will not be retaliated against in the terms and conditions of their employment or other status at the institution and will review instances of alleged retaliation for appropriate action.

Employees should immediately report any alleged or apparent retaliation to the RIO. Institutional members may not retaliate in any way against complainants, witnesses, or committee members. Institutional members should immediately report any alleged or apparent retaliation against complainants, witnesses or committee members to the RIO, who shall review the matter and, as necessary, make all reasonable and practical efforts to counter any potential or actual retaliation and protect and restore the position and reputation of the person against whom the retaliation is directed.

Also, the institution will protect the privacy of those who report misconduct in good faith to the maximum extent possible. For example, if the whistleblower requests anonymity, the institution will make an effort to honor the request during the allegation assessment or inquiry within applicable policies and regulations and state and local laws, if any. The whistleblower will be advised that if the matter is referred to an investigation committee and the whistleblower's testimony is required, anonymity may no longer be guaranteed. Institutions are required to undertake diligent efforts to protect the positions and reputations of those persons who, in good faith, make allegations<sup>9</sup>.

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<sup>8</sup> 42 C.F.R. § 50.103(d)(2)

<sup>9</sup> 42 C.F.R. § 50.103(d)(13)

## **5. Protecting the Respondent**

Inquiries and investigations will be conducted in a manner that will ensure fair treatment to the respondent(s) in the inquiry or investigation and confidentiality to the extent possible without compromising public health and safety or thoroughly carrying out the inquiry or investigation<sup>10</sup>.

## **6. Cooperation with Inquiries and Investigations**

Institutional employees will cooperate with the RIO and other institutional officials in the review of allegations and the conduct of inquiries and investigations. Employees have an obligation to provide relevant evidence to the RIO or other institutional officials on misconduct allegations.

### **E. Conducting the Inquiry**

#### **1. Preliminary Assessment**

Upon receiving an allegation of scientific misconduct, the RIO will assess the allegation to determine whether the allegation falls within the definition of research misconduct, and is sufficiently credible, significant, and specific so that the potential evidence of research misconduct may be identified.

The assessment period should be brief, preferably concluded within a week. In conducting the assessment, the RIO need not interview the complainant, respondent, or other witnesses, or gather data beyond any that may have been submitted with the allegation, except as necessary to determine whether the allegation is sufficiently credible, significant, and specific so that potential evidence of research misconduct may be identified. The RIO shall, on or before the date on which the respondent is notified of the allegation, obtain custody of, inventory, and sequester all research records and evidence needed to conduct the research misconduct proceeding.

#### Preliminary Assessment of Allegations involving Undergraduates

In the case of undergraduate students involved in alleged scientific misconduct, this policy and the associated procedures shall apply in those instances where: 1) the research in question is supported by federal agencies; or 2) the student independently submitted a manuscript for peer-reviewed publication, with the intent of influencing the science surrounding the topic, without the participation of the faculty research advisor. Student matters may also, as appropriate, be handled under the relevant academic integrity (Honor Code) guidelines.

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<sup>10</sup> 42 C.F.R. § 50.103(d)(3)

## **2. Initiation and Purpose of the Inquiry**

Following the preliminary assessment, if the RIO determines that the criteria for an inquiry are met, they will immediately initiate the inquiry process. In initiating the inquiry, the RIO should identify clearly the original allegation and any related issues that should be evaluated. The purpose of the inquiry is to make a preliminary evaluation of the available evidence and testimony of the respondent, whistleblower, and key witnesses to determine whether there is sufficient evidence of possible scientific misconduct to warrant an investigation. The purpose of the inquiry is **not** to reach a final conclusion about whether misconduct definitely occurred or who was responsible. The findings of the inquiry must be set forth in an inquiry report.

## **3. Sequestration of the Research Records**

At the time of or before beginning an inquiry, the RIO must make a good faith effort to notify the respondent in writing, if the respondent is known. If the inquiry subsequently identifies additional respondents, they must be notified in writing. On or before the date on which the respondent is notified, or the inquiry begins, whichever is earlier, the RIO must take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence and sequester them in a secure manner, except that where the research records or evidence encompass scientific instruments shared by a number of users, custody may be limited to copies of the data or evidence on such instruments, so long as those copies are substantially equivalent to the evidentiary value of the instruments. The RIO may consult with ORI or other pertinent federal agencies for advice and assistance in this regard.

## **4. Appointment of the Inquiry Committee**

The RIO will identify and appoint members of the inquiry committee. The inquiry committee should consist of individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegation, interview the principals and key witnesses, and conduct the inquiry. These individuals may be scientists, subject matter experts, administrators, or other qualified persons, and they may be from inside or outside the institution.

The RIO shall notify the respondent of the names of the standing committee members to give the respondent an opportunity to object to a proposed member based upon a personal, professional, or financial conflict of interest. Objections must be filed within 10 calendar days. If an objection is filed, the RIO will determine whether to replace the challenged member or expert with a qualified substitute.



## **5. Charge to the Committee and the First Meeting**

The RIO will prepare a charge for the inquiry committee that describes the allegations and any related issues identified during the allegation assessment and states that the purpose of the inquiry is to make a preliminary evaluation of the evidence and testimony of the respondent, whistleblower, and key witnesses to determine whether there is sufficient evidence of possible scientific misconduct to warrant an investigation as required by the PHS regulation. The purpose is not to determine whether scientific misconduct definitely occurred or who was responsible. At the committee's first meeting, the RIO will review the charge with the committee, discuss the allegations, any related issues, and the appropriate procedures for conducting the inquiry, assist the committee with organizing plans for the inquiry, and answer any questions raised by the committee. The RIO will be present or available throughout the inquiry to advise the committee as needed.

## **6. Inquiry Process**

The inquiry committee will normally interview the whistleblower, the respondent, and key witnesses as well as examining relevant research records and materials. Then the inquiry committee will evaluate the evidence and testimony obtained during the inquiry. After consultation with the RIO, the committee members will decide whether there is sufficient evidence of possible scientific misconduct to recommend further investigation. The scope of the inquiry does not include deciding whether misconduct occurred or conducting exhaustive interviews and analyses.

## **F. The Inquiry Report**

### **1. Elements of the Inquiry Report**

A written inquiry report must be prepared that includes the following information: (1) the name and position of the respondent; (2) a description of the allegations of research misconduct; (3) the external support pertinent to the allegation, including, for example, grant numbers, grant applications, contracts and publications listing the support; (4) the basis for recommending or not recommending that the allegations warrant an investigation; (5) any comments on the draft report by the respondent or complainant; (6) the names and titles of the committee members and experts who conducted the inquiry; (7) a summary of the inquiry process used; (8) a list of the research records reviewed; (9) summaries of any interviews; (10) and whether any other actions should be taken if an investigation is not recommended.

Institutional counsel may be asked to review the report for legal sufficiency. Modifications should be made as appropriate in consultation with the RIO and the inquiry committee.

## 2. Comments on the Draft Report by the Respondent and the Whistleblower

The RIO will provide the respondent with a copy of the draft inquiry report for comment and rebuttal and will provide the whistleblower, if the whistleblower is identifiable, with portions of the draft inquiry report that address the whistleblower's role and opinions in the investigation.

- i. Confidentiality: The RIO may establish reasonable conditions for review to protect the confidentiality of the draft report;
- ii. Receipt of Comments: Within 10 calendar days of their receipt of the draft report, the whistleblower and respondent will provide their comments, if any, to the inquiry committee. Any comments that the whistleblower or respondent submits on the draft report will become part of the final inquiry report and record<sup>11</sup>. Based on the comments, the inquiry committee may revise the report as appropriate.

## 3. Inquiry Decision and Notification

- i. Decision by Deciding Official: The RIO will transmit the final report and any comments to the Deciding Official (DO), who will make the determination of whether findings from the inquiry provide sufficient evidence of possible scientific misconduct to justify conducting an investigation. The inquiry is completed when the DO makes this determination, which will be made within 60 days of the first meeting of the inquiry committee. Any extension of this period will be based on good cause and recorded in the inquiry file;
- ii. Notification: Within 30 calendar days of the DO's decision that an investigation is warranted, the RIO will also notify those institutional officials who need to know of the DO's decision. Where PHS funding is involved, the RIO will also provide ORI, or other pertinent agency as required by regulation, with the DO's written decision and a copy of the inquiry report. The RIO must provide the following information to ORI upon request: (1) the institutional policies and procedures under which the inquiry was conducted; (2) the research records and evidence reviewed, transcripts, or recordings of any interviews, and copies of all relevant documents; and (3) the charges to be considered in the investigation.

The RIO and DO shall determine what if any information to provide to the complainant at various stages in the process, balancing the complainant's legitimate interest in the proceeding, its progress, and its outcome, with the need to safeguard the integrity and confidentiality of the process.

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<sup>11</sup> 42 C.F.R. § 50.103(d)(1)

iii. Documentation of Decision Not to Investigate: If the DO decides that an investigation is not warranted, the RIO shall secure and maintain for 7 years after the termination of the inquiry sufficiently detailed documentation of the inquiry to permit a later assessment by ORI, or any other pertinent agency as required by regulation, of the reasons why an investigation was not conducted.

#### **4. Time Limit for Completing the Inquiry Report**

The inquiry committee will normally complete the inquiry and submit its report in writing to the RIO no more than 60 calendar days following its first meeting<sup>12</sup>, unless the RIO approves an extension for good cause. If the RIO approves an extension, the reason for the extension will be entered into the records of the case and the report<sup>13</sup>. The respondent also will be notified of the extension.

### **G. Conducting the Investigation**

#### **1. Purpose of the Investigation**

The purpose of the investigation is to explore in detail the allegations, to examine the evidence in depth, and to determine specifically whether misconduct has been committed, by whom, and to what extent. The investigation will also determine whether there are additional instances of possible misconduct that would justify broadening the scope beyond the initial allegations. This is particularly important where the alleged misconduct involves clinical trials or potential harm to human subjects or the general public or if it affects research that forms the basis for public policy, clinical practice, or public health practice. The findings of the investigation will be set forth in an investigation report.

#### **2. Sequestration of the Research Records**

The RIO will immediately sequester any additional pertinent research records that were not previously sequestered during the inquiry. This sequestration should occur before or at the time the respondent is notified that an investigation has begun. The need for additional sequestration of records may occur for any number of reasons, including the institution's decision to investigate additional allegations not considered during the inquiry stage or the identification of records during the inquiry process that had not been previously secured. The procedures to be followed for sequestration during the investigation are the same procedures that apply during the inquiry.

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<sup>12</sup> 42 C.F.R. § 50.103(d)(1)

<sup>13</sup> 42 C.F.R. § 50.103(d)(1)

### **3. Appointment of the Investigation Committee**

The RIO, in consultation with other institutional officials as appropriate, will appoint an investigation committee and the committee chair within 10 days of the notification to the respondent that an investigation is planned or as soon thereafter as practicable. The investigation committee should consist of at least three individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegations, interview the principals and key witnesses, and conduct the investigation<sup>14</sup>. These individuals may be scientists, administrators, subject matter experts, or other qualified persons, and they may be from inside or outside the institution. Individuals appointed to the investigation committee may also have served on the inquiry committee.

The RIO will notify the respondent of the proposed committee membership within 5 days. If the respondent submits a written objection to any appointed member of the investigation committee or expert, the RIO will determine whether to replace the challenged member or expert with a qualified substitute.

### **4. Charge to the Committee and First Meeting**

#### Charge to the Committee

The RIO will define the subject matter of the investigation in a written charge to the committee that describes the allegations and related issues identified during the inquiry, defines scientific misconduct, and identifies the name of the respondent. The charge will state that the committee is to evaluate the evidence and testimony of the respondent, whistleblower, and key witnesses to determine whether, based on a preponderance of the evidence, scientific misconduct occurred and, if so, to what extent, who was responsible, and its seriousness.

During the investigation, if additional information becomes available that substantially changes the subject matter of the investigation or would suggest additional respondents, the committee will notify the RIO, who will determine whether it is necessary to notify the respondent of the new subject matter or to provide notice to additional respondents.

#### The First Meeting

The RIO, with the assistance of institutional counsel, will convene the first meeting of the investigation committee to review the charge, the inquiry report, and the prescribed procedures and standards for the conduct of the investigation, including the necessity for confidentiality and for developing a specific investigation plan. The investigation committee will be provided with a copy of these instructions and, where PHS funding is involved, the PHS regulation.

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<sup>14</sup> 42 C.F.R. § 50.103(d)(8)

## **5. Investigation Process**

The investigation committee will be appointed and the process initiated within 30 days of the completion of the inquiry, if findings from that inquiry provide a sufficient basis for conducting an investigation.<sup>15</sup>

The investigation will normally involve examination of all documentation including, but not necessarily limited to, relevant research records, computer files, proposals, manuscripts, publications, correspondence, memoranda, and notes of telephone calls.<sup>16</sup> Whenever possible, the committee should interview the whistleblower(s), the respondents(s), and other individuals who might have information regarding aspects of the allegations.<sup>17</sup> Interviews of the respondent should be tape recorded or transcribed. All other interviews should be transcribed, tape recorded, or summarized. Summaries or transcripts of the interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the investigatory file.<sup>18</sup>

## **H. The Investigation Report**

### **1. Elements of the Investigation Report**

The final report submitted to ORI must describe the policies and procedures under which the investigation was conducted, describe how and from whom information relevant to the investigation was obtained, state the findings, and explain the basis for the findings. The report will include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct as well as a description of any sanctions imposed and administrative actions taken by the institution.<sup>19</sup>

### **2. Comments on the Draft Report**

#### Respondent

The RIO will provide the respondent with a copy of the draft investigation report for comment and rebuttal. The respondent will be allowed 10 days to review and comment on the draft report. The respondent's comments will be attached to the final report. The findings of the final report should take into account the respondent's comments in addition to all the other evidence.

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<sup>15</sup> 42 C.F.R. § 50.103(d)(7)

<sup>16</sup> 42 C.F.R. § 50.103(d)(7)

<sup>17</sup> 42 C.F.R. § 50.103(d)(7)

<sup>18</sup> 42 C.F.R. § 50.103(d)(7)

<sup>19</sup> 42 C.F.R. § 50.104(a)(4); 42 C.F.R. § 50.103(d)(15)

#### Whistleblower

The RIO will provide the whistleblower, if the whistleblower is identifiable, with those portions of the draft investigation report that address the whistleblower's role and opinions in the investigation. The report should be modified, as appropriate, based on the whistleblower's comments.

#### Institutional Counsel

The draft investigation report will be transmitted to the institutional counsel for a review of its legal sufficiency. Comments should be incorporated into the report as appropriate.

#### Confidentiality

In distributing the draft report, or portions thereof, to the respondent and whistleblower, the RIO will inform the recipient of the confidentiality under which the draft report is made available and may establish reasonable conditions to ensure such confidentiality. For example, the RIO may request the recipient to sign a confidentiality statement or to come to the RIO's office to review the report.

### **3. Institutional Review and Decision**

Based on a preponderance of the evidence, the DO will make the final determination whether to accept the investigation report, its findings, and the recommended institutional actions. If this determination varies from that of the investigation committee, the DO will explain in detail the basis for rendering a decision different from that of the investigation committee in the institution's letter transmitting the report to ORI. The DO's explanation should be consistent with the PHS definition of scientific misconduct, the institution's policies and procedures, and the evidence reviewed and analyzed by the investigation committee. The DO may also return the report to the investigation committee with a request for further fact-finding or analysis. The DO's determination, together with the investigation committee's report, constitutes the final investigation report for purposes of ORI review.

When a final decision on the case has been reached, the RIO will notify both the respondent and the whistleblower in writing. In addition, the DO will determine whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which falsified reports may have been published, collaborators of the respondent in the work, or other relevant parties should be notified of the outcome of the case. The RIO is responsible for ensuring compliance with all notification requirements of funding or sponsoring agencies.

### **4. Transmittal of the Final Investigation Report to ORI**

After comments have been received and the necessary changes have been made to the draft report, the investigation committee should transmit the final report with attachments, including the respondent's and whistleblower's comments, to the DO, through the RIO.

## **5. Time Limit for Completing the Investigation Report**

An investigation should ordinarily be completed within 120 days of its initiation<sup>20</sup>, with the initiation being defined as the first meeting of the investigation committee. This includes conducting the investigation, preparing the report of findings, making the draft report available to the subject of the investigation for comment, submitting the report to the DO for approval, and submitting the report to the ORI<sup>21</sup>.

### **I. Requirements for Reporting to the ORI**

#### **1. Allegations and Admissions of Scientific Misconduct when PHS Funding is Involved**

- i. An institution's decision to initiate an investigation must be reported in writing to ORI, on or before the date the investigation begins<sup>22</sup>. At a minimum, the notification should include the name of the person(s) against whom the allegations have been made, the general nature of the allegation as it relates to the PHS definition of scientific misconduct, and the PHS applications or grant number(s) involved<sup>23</sup>. ORI must also be notified of the final outcome of the investigation and must be provided with a copy of the investigation report<sup>24</sup>. Any significant variations from the provisions of the institutional policies and procedures should be explained in any reports submitted to ORI.
- ii. If an institution plans to terminate an inquiry or investigation for any reason without completing all relevant requirements of the PHS regulation, the RIO will submit a report of the planned termination to ORI, including a description of the reasons for the proposed termination.<sup>25</sup>
- iii. If the institution determines that it will not be able to complete the investigation in 120 days, the RIO will submit to ORI a written request for an extension that explains the delay, reports on the progress to date, estimates the date of completion of the report, and describes other necessary steps to be taken. If the request is granted, the RIO will file periodic progress reports as requested by the ORI.<sup>26</sup>

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<sup>20</sup> 42 C.F.R. § 50.104(a)(2)

<sup>21</sup> 42 C.F.R. § 50.104(a)(2)

<sup>22</sup> 42 C.F.R. § 50.104(a)(1)

<sup>23</sup> 42 C.F.R. § 50.104(a)(1)

<sup>24</sup> 42 C.F.R. § 50.104(d)(15)

<sup>25</sup> 42 C.F.R. § 50.104(a)(3)

<sup>26</sup> 42 C.F.R. § 50.104(a)(5)

- iv. When PHS funding or applications for funding are involved and an admission of scientific misconduct is made, the RIO will contact ORI for consultation and advice. Normally, the individual making the admission will be asked to sign a statement attesting to the occurrence and extent of misconduct. When the case involves PHS funds, the institution cannot accept an admission of scientific misconduct as a basis for closing a case or not undertaking an investigation without prior approval from ORI.<sup>27</sup>
- v. The RIO will notify ORI at any stage of the inquiry or investigation if:
- There is an immediate health hazard involved<sup>28</sup>;
  - There is an immediate need to protect Federal funds or equipment<sup>29</sup>;
  - There is an immediate need to protect the interests of the person(s) making the allegations, or of the individual(s) who is the subject of the allegations, or of co-investigators and associates, if any, of the individual(s) who is subject of the allegations<sup>30</sup>;
  - It is probable that the alleged incident is going to be reported publicly<sup>31</sup>; or
  - The allegation involves a public health sensitive issue, e.g., a clinical trial; or
  - There is a reasonable indication of possible criminal violation. In this instance, the institution must inform ORI within 24 hours of obtaining that information.<sup>32</sup>

## **J. Institutional Administrative Actions**

Union College will take appropriate administrative actions against individuals when an allegation of misconduct has been substantiated.<sup>33</sup>

If the DO determines that the alleged misconduct is substantiated by the findings, they will decide on the appropriate actions to be taken, after consultation with the RIO. The actions, determined through the College's campus disciplinary process when appropriate, may include:

- Withdrawal or correction of all pending or published abstracts and papers emanating from the research where scientific misconduct was found.

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<sup>27</sup> 42 C.F.R. § 50.104(a)(3)

<sup>28</sup> 42 C.F.R. § 50.104(b)(1)

<sup>29</sup> 42 C.F.R. § 50.104(b)(2)

<sup>30</sup> 42 C.F.R. § 50.104(b)(3)

<sup>31</sup> 42 C.F.R. § 50.104(b)(4)

<sup>32</sup> 42 C.F.R. § 50.104(b)(5)

<sup>33</sup> 42 C.F.R. § 50.103(d)(14)



- Removal of the responsible person from the particular project, letter of reprimand, special monitoring of future work, probation, suspension, salary reduction, or initiation of steps leading to possible rank reduction or termination of employment;
- Restitution of funds as appropriate

## **K. Other Considerations**

### **1. Termination of Institutional Employment or Resignation Prior to Completing Inquiry or Investigation**

The termination of the respondent's institutional employment, by resignation or otherwise, before or after an allegation of possible scientific misconduct has been reported, will not preclude or terminate the misconduct procedures.

If the respondent, without admitting to the misconduct, elects to resign their position prior to the initiation of an inquiry, but after an allegation has been reported, or during an inquiry or investigation, the inquiry or investigation will proceed. If the respondent refuses to participate in the process after resignation, the committee will use its best efforts to reach a conclusion concerning the allegations, noting in its report the respondent's failure to cooperate and its effect on the committee's review of all the evidence.

### **2. Restoration of Respondent's Reputation**

If the institution finds no misconduct and ORI concurs, after consulting with the respondent, the RIO will undertake reasonable efforts to restore the respondent's reputation. Depending on the particular circumstances, the RIO should consider notifying those individuals aware of or involved in the investigation of the final outcome, publicizing the final outcome in forums in which the allegation of scientific misconduct was previously publicized, or expunging all reference to the scientific misconduct allegation from the respondent's personnel file. Any institutional actions to restore the respondent's reputation must first be approved by the DO.

### **3. Protection of the Whistleblower and Others<sup>34</sup>**

Regardless of whether the institution or ORI determines that scientific misconduct occurred, the RIO will undertake reasonable efforts to protect whistleblowers who made allegations of scientific misconduct in good faith and others who cooperate in good faith with inquiries and investigations of such allegations. Upon completion of an investigation, the DO will determine, after consulting with

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<sup>34</sup> 42 C.F.R. § 50.103(d)(14)

the whistleblower, what steps, if any, are needed to restore the position or reputation of the whistleblower. The RIO is responsible for implementing any steps the DO approves. The RIO will also take appropriate steps during the inquiry and investigation to prevent any retaliation against the whistleblower.

#### **4. Allegations Not Made in Good Faith**

If relevant, the DO will determine whether the whistleblower's allegations of scientific misconduct were made in good faith. If an allegation was not made in good faith, the DO will determine whether any administrative action should be taken against the whistleblower.

#### **5. Interim Administrative Actions**

Institutional officials will take interim administrative actions, as appropriate, to protect Federal funds and ensure that the purposes of the Federal financial assistance are carried out<sup>35</sup>.

#### **L. Record Retention**

After completion of a case and all ensuing related actions, the RIO will prepare a complete file, including the records of any inquiry or investigation and copies of all documents and other materials furnished to the RIO or committees. The RIO will keep the file for three years after completion of the case to permit later assessment of the case. ORI or other authorized DHHS personnel will be given access to the records upon request.<sup>36</sup>

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<sup>35</sup> 42 C.F.R. § 50.103(d)(11)

<sup>36</sup> 42 C.F.R. § 50.103(d)(10)

**M. Fields of S&E**

**Crosswalk of fields of S&E to the National Center for Education Statistics (NCES) 2010  
Classification of Instructional Programs (CIP)**

**Agriculture sciences and natural  
resources sciences:**

Agricultural economics  
Animal sciences  
Fishing and fisheries sciences  
Food science and technology  
Forestry  
Natural resources conservation and  
research (includes environmental science)  
Natural resources economics  
Plant sciences  
Soil sciences  
Wildlife and wildlands science

**Biological and biomedical sciences:**

Anatomical sciences  
Animal biology  
Biochemistry  
Bioinformatics  
Biology  
Biomathematics  
Biophysics  
Biotechnology  
Botany  
Cell biology  
Cellular biology  
Ecology  
Evolution  
Genetics  
Human nutrition  
Immunology  
Microbiological sciences  
Molecular biology  
Molecular medicine  
Neurobiology

Neurosciences

Pathology  
Pharmacology  
Physiology  
Plant biology  
Population biology  
Toxicology  
Zoology  
Biological and biomedical sciences, other

**Computer and information sciences:**

Computer science  
Computer software and media  
applications  
Computer systems networking and  
telecommunications  
Information science

**Engineering:**

Aeronautical engineering  
Aerospace engineering  
Agricultural engineering  
Architectural engineering  
Astronautical engineering  
Automation engineering  
Biochemical engineering  
Bioengineering  
Biological engineering  
Biomedical engineering  
Biosystems engineering  
Ceramic sciences and engineering  
Chemical engineering  
Civil engineering  
Computer engineering, general  
Construction engineering

Electrical, electronics and communications engineering  
Electromechanical engineering  
Engineering chemistry  
Engineering physics  
Engineering science  
Environmental engineering  
Environmental health engineering  
Forest engineering  
Geological engineering  
Geophysical engineering  
Industrial engineering  
Manufacturing engineering  
Marine engineering  
Materials engineering  
Mechanical engineering  
Mechatronics  
Medical engineering  
Metallurgical engineering  
Mining and mineral processing  
Naval architecture  
Nuclear engineering  
Ocean engineering  
Operations research  
Paper science and engineering  
Petroleum engineering  
Plastics engineering  
Polymer engineering  
Robotics  
Surveying engineering  
Systems engineering  
Textile sciences and engineering  
Engineering, other

**Health and clinical sciences:**

Allied health diagnostic, intervention, and treatment  
Clinical laboratory science/research  
Clinical nursing  
Communication disorders sciences  
Dentistry

Informatics  
Kinesiology and exercise science  
Medical clinical sciences  
Medical illustration  
Medical laboratory science/research  
Medicine  
Nursing research  
Optometry  
Oral sciences  
Osteopathic medicine  
Osteopathy  
Pharmaceutical sciences  
Pharmacy  
Podiatric medicine  
Podiatry  
Public health  
Registered nursing  
Rehabilitation and therapeutic subfields  
Veterinary biomedical sciences  
Veterinary medicine

**Mathematics and statistics:**

Applied mathematics  
Mathematics  
Statistics  
Mathematics and statistics, other

**Physical sciences, group 1:**

Astronomy  
Astrophysics  
Atmospheric sciences  
Chemistry  
Earth sciences  
Geological sciences  
Materials sciences  
Meteorology  
Oceanography  
Physics

**Psychology:**

Applied psychology

Clinical psychology  
Counseling psychology  
Research and experimental psychology  
Psychology, other

**Social sciences:**

Anthropology  
Economics  
Forensic science and technology  
Geography and cartography  
International relations  
National security studies  
Police science  
Political science and government  
Population studies  
Sociology  
Urban affairs  
Social sciences, other

Archeology  
Criminalistics  
Criminal justice  
Criminal science  
Criminology  
Demography

## **VI. REGULATIONS OF UNION COLLEGE GOVERNING CAMPUS CONDUCT**

(Approved by the Board of Trustees of Union College on April 16, 1994)

### **A. Statement of Purpose**

Under Section 6450 of the Education Law, every college chartered by the Regents of the State of New York is required to adopt rules and regulations for the maintenance of public order. In June of 1969, the Regulations of Union College, as approved by the Board of Trustees, were filed with the Commissioner of Education and the Board of Regents. It has now become necessary to amend those Regulations to clarify the scope and applicability. Nothing herein is intended, nor shall be construed, to limit or restrict the freedom of speech or peaceful assembly, since free inquiry and free expression are indispensable to the objectives of a higher educational institution. These rules and regulations are not to prevent or restrain controversy and dissent but to prevent interference with the rights of others, to preserve the ability of members of the College community to perform their respective responsibilities, and to maintain that public order appropriate to a college or university campus without which there can be no intellectual freedom, and these rules shall be interpreted and applied to that end.

### **B. Application of Rules**

The rules hereby adopted shall govern the conduct of students, faculty, and staff, licensees, invitees, and all other persons, whether or not their presence is authorized upon the Union College campus, to which such rules are applicable, and all property under the control of Union College.

### **C. Prohibited Conduct**

No person, either singly or in concert with others, shall

1. Obstruct the free movement of persons and vehicles in any place to which these rules apply.
2. Deliberately disrupt or prevent the peaceful and orderly conduct of classes, lectures, and meetings or deliberately interfere with the freedom of any persons to express their views, including invited speakers.
3. Enter upon and remain in any building or facility for any purpose other than its authorized uses or in such manner as to obstruct its authorized use by others, remain (without authorization) in any building or facility after it is normally closed, or refuse to leave any building or facility after being asked to do so by an authorized administrative officer.

4. Violate any rules or regulations relating to conduct as enumerated in the Student Conduct Code contained in the Student Handbook, including those filed with the Commissioner of Education and the Board of Regents.
5. Willfully incite others to commit any of the acts herein prohibited with specific intent to encourage them to do so.
6. Take any action or create or participate in the creation of, any situation which recklessly or intentionally endangers mental or physical health or which involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization.

#### **D. Penalties**

A person who shall violate any provisions of these rules shall:

1. If a trespasser or visitor without specific license or invitation, be subject to ejection.
2. If a licensee or invitee, have authorization to remain upon the campus or other property withdrawn and be directed to leave the premises. In the event of a failure or refusal to do so, the licensee or invitee be subject to ejection.
3. If a student, be subject to expulsion or such lesser disciplinary action as the facts of the case may warrant, including suspension, probation, loss of privileges, reprimand, or warning.
4. If a faculty member, be guilty of misconduct and subject to dismissal or termination of employment or such lesser disciplinary action as the facts may warrant, including suspension without pay or censure.
5. If a staff member, be guilty of misconduct and subject to dismissal or termination of employment or such lesser disciplinary action as the facts may warrant, including suspension without pay or censure.
6. In the case of any other member of the College community who shall violate any provision of these rules, that person shall be dismissed, suspended, or censured by the President.

#### **E. Procedures**

Pending adjudication of the matter by the appropriate authorities (see below), members of the College community deemed to have violated these rules will be subject to immediate suspension from the College as determined by the President or the President's designee.

1. In the case of a trespasser or visitor who shall violate any provisions of these rules, the President or the President's designee shall inform the trespasser or visitor that the violator is not authorized to remain on the campus or other Union College property and direct that person to leave such premises. In the event of a failure or refusal to do so, the President or the President's designee shall cause the violator's ejection from such campus or property under the control of the College. Nothing in this subdivision shall be construed to authorize the presence of any such person at any time prior to such violation nor to affect that person's liability to prosecution for trespass or loitering as prescribed in the Penal Law.
2. In the case of a licensee or invitee, the President of the College or the President's designee shall inform the licensee or invitee that the person's license or invitation is withdrawn and direct that person to leave the campus or other property of Union College. In the event of a failure or refusal to do so, the President or the President's designee shall cause the ejection of the violator from such campus or property under the control of the College.
3. In the case of a student, charges for violation of any of these rules shall be presented, heard, and determined in accordance with the Procedural Guidelines for Adjudicating Against Individuals as set forth in the Student Conduct Code.
4. In the case of a faculty member, charges of misconduct in violation of these rules shall be made and heard before a committee, the majority of whom must be faculty members, that is appointed by the President. The President shall also appoint an impartial chairperson from the committee. The purpose of the committee is to ascertain the facts of individual cases and make recommendations to the President for ultimate disposition of the charges. It is recognized that the hearing need not conform to requirements of criminal or civil procedure and/or proof. The intent of the procedure is to provide the faculty member with a fair hearing before peers, to give that person the opportunity to respond to any charges, and to question any witnesses appearing before the committee. Within this framework, the committee chairperson may conduct the hearing and make necessary adaptations to fit particular circumstances. The faculty member may bring a member of the College community to the hearing as an adviser. The role of the adviser will be limited to consulting with the faculty member in the course of the hearing. The adviser will not be permitted to represent (speak for, take the place of, etc.) the faculty member during the hearing or cross-examine witnesses.
5. In the case of any staff member in violation of these rules, charges of misconduct in violation of these rules shall be made, heard, and determined in accordance with the Staff Manual.
6. In the case of any other member of the College community who shall violate any provision of these rules, charges of misconduct in violation of these rules shall be made, heard, and determined by the President or President's designee.



**F. Enforcement**

1. The President of the College shall be responsible for the interpretation and enforcement of these rules and shall designate the other administrative officers who are authorized to take action in accordance with such rules when required or appropriate to carry these rules into effect.
2. It is not intended by any provision herein to curtail the right of students, faculty, or staff to be heard upon any matter affecting them in their relations with Union College. In the case of any apparent violation of these rules by such persons who, in the judgment of the President or the President's designee, do not pose any immediate threat of injury to person or property, the President or the President's designee may make a reasonable effort to learn the cause of the conduct in question and to persuade those engaged therein to desist and to resort to permissible methods for the resolution of any issues which may be presented. In doing so, the President or the President's designee shall warn such persons of the consequences of persistence in the prohibited conduct including their ejection from any premises of Union College where their continued presence and conduct is in violation of these rules.
3. In any case where violation of these rules does not cease after such warning and in other cases of willful violation of such rules, the President or the President's designee shall cause the ejection of the violator from the campus and shall initiate disciplinary action as hereinbefore provided.
4. The President or the President's designee may apply to the public authorities for any aid which is deemed necessary to cause the ejection of any violator of these rules.

## **VII. POLICY PROHIBITING DISCRIMINATION, HARASSMENT AND RETALIATION IN EMPLOYMENT**

The Policy Prohibiting Discrimination, Harassment and Retaliation in Employment governs all employees of the Union College. This policy and its associated procedures will be utilized if the Title IX Coordinator and Director of Equal Opportunity determines that the conduct reported falls within its scope. The Policy Prohibiting Discrimination, Harassment and Retaliation in Employment is in compliance with state and federal nondiscrimination and equal opportunity laws and governs instances of harassment, discrimination, and retaliatory behavior relative to a person's protected class, including sexual harassment. In the case of reports of sexual harassment, the reporting party does not have the responsibility of distinguishing whether this or the Title IX policy or procedure governs the reporting conduct. The Title IX Coordinator and Director of Equal Opportunity is responsible for ensuring that reports are responded to in accordance with applicable state and federal laws that dictate the scope of the Policy Prohibiting Discrimination, Harassment and Retaliation in Employment and the Title IX Policy. The full policy can be found at [union.edu/titleix](http://union.edu/titleix).

### **A. Report to the Director of Equal Opportunity**

Mary F. Simeoli, J.D., Title IX Coordinator and Equal Opportunity Specialist, is the designated recipient of all reports related to harassment, discrimination and retaliation, as well as reports related to conduct prohibited by Title IX (See: Section V.VIII).

P: 518-388-6865 Email: [titleix@union.edu](mailto:titleix@union.edu)

### **B. Report Online**

In addition to the resource listed above, reports of sexual harassment may also be made using an online reporting form. Online reports remain private and are processed only by personnel essential to the response or adjudication of the report. A form to report prohibited discrimination, harassment and retaliation can be found at [union.edu/titleix](http://union.edu/titleix).

## VIII. TITLE IX POLICY

The Union College mission calls our community to provide “a rigorous, holistic, and immersive residential liberal education that emphasizes integration, innovation, inclusion, and reflection for every student.” To maintain an environment that is consistent with the mission and values of Union College (the “College”), the College is committed to the prevention of and response to conduct prohibited by Title IX that interferes with the academic and professional experiences of any member of the Union College community. Consistent with this commitment, the College complies with Title IX of the Education Amendments of 1972 (“Title IX”), which prohibits discrimination on the basis of sex in the education programs and activities; Title VII of the Civil Rights Act of 1964 (“Title VII”), which prohibits sex discrimination in employment; as well as relevant and applicable New York State laws pertinent to preventing discrimination in education and employment. The College also complies with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”), as amended by provisions of the Violence Against Women Reauthorization Act of 2013 (“VAWA”). The Title IX Policy (“Policy”) protects students and employees against acts of sexual harassment on the basis of sex in College programs and activities as well as from retaliation for advocating for a right secured by the College Title IX Policy. This Policy applies to programs and activities such as recruitment, admissions, enrollment, financial aid and scholarships; course offerings and access; athletics; hiring and retention; benefits and leave; and in the provision of all services, programs, and activities. The College prohibits discrimination against a student based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery from any of these conditions. Sex and gender-based discrimination can be perpetrated by someone of any sex or gender and can occur between people of the same or different sex or gender. The full policy can be found at [union.edu/titleix](http://union.edu/titleix).

### A. Report to a Title IX Team Member

Please consult the [Title IX website](#) to learn the members of the College’s Title IX team. While these individuals are not considered Confidential Resources, they are private resources that will protect your privacy while managing your report. We have Deputy Title IX Coordinators in different areas of campus life to allow individuals to choose the space, department, and individual they are most comfortable with.

### B. Report Online

In addition to the resources listed above, reports of conduct prohibited by Title IX may also be made using an online reporting form. Online reports remain private and are processed only by personnel essential to the response or adjudication of the report. The Title IX and gender-based misconduct form can be found at [union.edu/titleix](http://union.edu/titleix).

**IX. REPORTING FRAUD, DEFALCATION (EMBEZZLEMENT) OR ILLEGAL ACTIVITY BY EMPLOYEES, DIRECTORS, OFFICERS, OR VOLUNTEERS**

Union College seeks to achieve its mission as an educational institution by conducting its affairs ethically and in full compliance with all federal, state, and local laws. Union faculty, administrators, and staff are expected to adhere to high standards of professional and ethical conduct in carrying out their duties. Responsibilities and decision-making are distributed throughout the organization, and thus the College recognizes the need for review procedures for compliance with laws and regulations. As part of that process, the College will protect from retaliation any individual employee, director, officer, or volunteer who has direct knowledge of fraud, defalcation (embezzlement), or illegal actions on the part of a supervisor or employee and communicates that information in good faith for the purpose of correcting the conduct, or while participating in an investigation, as outlined below.

Allegations of defalcation (embezzlement) or actions contrary to law including, but not limited to, theft, fraud, coercion, or conversion (“improper conduct”), based on first hand observations or direct evidence, should be brought to the attention of the Vice President for Administration and Finance. The allegation of improper conduct must be reported as soon as possible and no later than one (1) year after the event(s) giving rise to the allegation has occurred unless there is a good cause to explain the delay. The Vice President for Administration and Finance (or their designee) will document the allegation, seek appropriate assistance and investigate the facts. Care will be taken to maintain confidentiality, to the fullest extent permitted by law and consistent with the need to conduct an investigation, throughout the investigatory phase. The results of this investigation will be brought to the attention of the President and the Audit Committee of the Board of Trustees, and appropriate action, if any, will be taken. The College will take steps to ensure that an individual who comes forward in good faith to report a violation or suspected violation shall not suffer intimidation, harassment, discrimination, or other retaliation or, in the case of an employee, adverse employment consequences at the College provided:

1. The individual provides the initial information in a good faith belief that improper conduct has occurred;
2. The individual has not deliberately obtained evidence to which they do not have a right to access;
3. The individual must be truthful and cooperative with the Vice President for Administration and Finance or the Vice President’s designee to whom they are making a report of improper conduct.

However, the College reserves the right to distinguish between retaliation and ongoing performance issues or disciplinary actions related to misconduct by the “whistleblower.”

Alternative courses of action have been devised for situations involving the key individuals responsible for carrying out this policy. Allegations of defalcation (embezzlement) or actions contrary to law including, but not limited to, theft, fraud, coercion, or conversion (“improper conduct”), against the Vice President for Administration and Finance should be brought directly to the President. Allegations of defalcation (embezzlement) or improper conduct against the President should be brought to the Vice President for Administration and Finance, who must consult with the chairman of the Audit Committee of the Board of Trustees.

## **X. CONSENSUAL RELATIONSHIPS**

Union College prohibits all sexual or romantic relationships between students and faculty. Such relationships violate the standards of common behavior of the teaching profession and the proper role of a faculty member, and are inconsistent with the mission of the College. Such relationships are more than private conduct; they affect the entire academic community that the professor and student share with other faculty and students. Sexual or romantic relationships with a student carry the risk of damaging the student’s educational experience and the faculty member’s career. For these reasons, consensual relationships between students and faculty, including relationships that occur when the College is not in session or students are on leave are prohibited. Questions or concerns related to this policy should be directed at the Title IX coordinator at: [titleix@union.edu](mailto:titleix@union.edu).

## **XI. DRUG-FREE WORKPLACE AND DRUG/ALCOHOL ABUSE POLICY**

The abuse of alcohol and drugs is a social problem that has eroded societal well-being. Drug and alcohol abuse can prevent individuals from developing appropriate learning and problem-solving skills, has contributed to the breakdown of personal and family relationships, has increased accident and suicide rates, and has negatively impacted the workplace through reduced productivity, physical/mental impairment, and increased absenteeism. Abuse of drugs or alcohol can jeopardize continued employment and create a health risk for the user, and a safety risk for the user, co-workers and other members of the College community.

### **A. Prohibitions and Sanctions**

The College strictly prohibits the unlawful possession, manufacture, distribution, dispensation or use of a controlled substance or alcohol by an employee on College property, in College vehicles, or as part of a College-sponsored program off campus. The College may require drug and/or alcohol testing when a reasonable suspicion exists that any employee is under the influence of alcohol or any illegal drug, intoxicant, or controlled substance while on the job, or is otherwise in violation of this policy. See Reasonable Suspicion for Alcohol or Drug Testing Policy.

Employees whose work performance is impaired as a result of use or abuse of drugs or alcohol (either on or off campus); who illegally use or abuse drugs or alcohol on campus or on College business; who violate any provision of the College's employment policies or who have been convicted of violating any criminal drug statute while on College property or while participating in a college-sponsored program off campus are subject to disciplinary action. Disciplinary action may include termination of employment and referral to law enforcement authorities. Disciplinary action and/or required participation in a rehabilitation program as determined by the Employee Assistance Program (EAP) will be determined and implemented by the Dean of Faculty in consultation with the Director of Human Resources (in the case of Faculty) and by the respective Vice President and Director of Human Resources (in the case of administrators, staff or student workers). Any such actions will be in compliance with the Faculty Manual, Administrator Manual, Staff Manual or Student Handbook.

Local and federal laws also prohibit the unlawful use, manufacture, possession, control sale and dispensation of any illegal narcotic or dangerous drug. Under the requirements of the Drug Free Schools and Communities Act, institutions of higher education must provide employees with notice of applicable state and federal sanctions for unlawful possession or distribution of illicit drugs and alcohol. Attached are the applicable New York State and federal legal sanctions. The College cooperates fully with law enforcement authorities. Violations of the College Drug & Alcohol Abuse policy which are also violations of federal or local law may be referred to the appropriate law enforcement agencies. In such situations, cases may proceed concurrently at the College and in the criminal justice system.

In accordance with College policy, for various social events with alcohol (i.e., Minerva Event or

“Academic Social Events”), if an employee assumes the role of “responsible person” then they should manage the event in accordance with the requirements of the Social Events with Alcohol policy and NYS law. Requirements include that individuals under age 21 and intoxicated persons must NOT be served. Someone arriving in an intoxicated condition (even if 21 years of age or older) must be denied entrance. The amount of beer and wine and non-alcoholic beverages made available must be in proportion to the number of guests who will be above and below the age of 21. As such, it is incumbent upon the “responsible person” to ensure that those drinking or being provided with alcohol are of legal drinking age. Employees attending a college social event with alcohol, where the employee is not considered the event’s “responsible person”, are encouraged to alert the appropriate “responsible person” should the employee observe an intoxicated student or an underage student drinking alcohol.

**B. Condition of Continued Employment**

As a condition of continued employment, each faculty member, administrator, staff member and/or student worker will abide by the terms of this policy and will notify the Dean of Faculty (in the case of faculty) and the Director of Human Resources (for administrators, staff or student workers) no later than five days after any conviction for a criminal drug statute offense or alcohol offense committed on College property or as part of a College-sponsored program off campus. Failure to comply with these conditions will be grounds for disciplinary action.

**C. Counseling, Treatment and/or Rehabilitation**

College employees have available counseling and treatment services through the College health insurance programs, the Employee Assistance Program, and other local agencies/programs. Student employees may utilize Health Services, the Counseling Center or any of the local agencies/programs.

Periodically, drug and alcohol abuse information is distributed and training sessions are held. Early diagnosis and treatment of drug and alcohol abuse is in the best interests of all College employees. College employees concerned about drug or alcohol abuse are encouraged to consult with Human Resources.

Alcohol Abuse:	Wellness Corp. -Employee Assistance Program	800-828-6025
	Alcoholics’ Anonymous	242-4989
	Alcoholism and Substance Abuse Council	346-4436
	Conifer Park	399-6446
	Ellis Hospital Alcoholism Program	386-3300
Drug Abuse:	Wellness Corp. -Employee Assistance Program	800-828-6025
	Alcoholism and Substance Abuse Council	346-4436
	Bridge Center	346-1277
	Carver Community Counseling Services	382-7838



This policy implements the Drug Free Workplace Act (41 U.S.C. 701) and the Drug Free Schools and Communities Act (20 U.S.C. 1145g). The policy is effective August 1, 2010.

**Summary of Laws and Sanctions**

ALCOHOL

<b>It is illegal in New York State:</b>	<b>Potential Sanctions</b>
for anyone under the age of 21 to possess alcohol with the intent to consume.	<i>Violation can result in up to a \$50 fine, and/or completion of an alcohol awareness program and/or up to 30 hours of community service.</i>
To sell alcohol to anyone under 21, to anyone who is already intoxicated, or to anyone who is habitually intoxicated.	<i>Violation can result in up to a \$1,000 fine and/or up to one year in jail.</i>
To use a false ID or to provide someone else with a false ID to buy alcohol.	<i>An employee can be fined up to \$100 and/or required to complete an alcohol awareness program and/or provide up to 30 hours of community service. If the false ID is a driver's license, the license may also be suspended for 90 days. Note: Higher level charges for criminal possession of a forged instrument or criminal impersonation penalties can include: for a misdemeanor a fine up to \$1,000 and/or up to one year in jail; or could lead to a felony conviction and sentence.</i>
To misrepresent one's age or that of anyone else under 21.	<i>The penalty is a \$200 fine and/or up to five days in jail.</i>
To drive with ability impaired (more than .05 up to .07 BAC) or while intoxicated (.087 BAC or more, or other evidence).	<i>Fines, jail and license action are among the penalties, depending on the circumstances.</i>
To drink and drive if under age 21.	<i>Under New York's Zero Tolerance law, for even small amounts of alcohol, a license is suspended for six months or revoked for one year.</i>

**D. Other Drugs**

Federal and New York State laws provide many legal sanctions for the unlawful possession or distribution of controlled substances. These sometimes include severe criminal penalties such as fines and/or imprisonment. The severity of the penalty depends upon the nature of the criminal act and the identity and amount of the illicit drug involved. Some examples are:

	<b>Potential Sanctions</b>
<b>Cocaine</b>	<i>Possession of even 500 mg. of cocaine can result in a maximum sentence of seven years in prison.</i>
<b>LSD</b>	<i>Possession of as little as 1 mg. can result in up to 15 years in prison.</i>
<b>Marijuana</b>	<i>Possession of as little as 25 g. can result in a maximum of three months in jail or a \$500 fine.</i>

## **XII. SMOKE/TOBACCO FREE POLICY**

(Effective July 1, 2016)

The College strives to comply in good faith with the Family Educational Rights and Privacy Act (FERPA); please see the Union College Annual FERPA Disclosure Policy and Statement regarding Student Rights and Confidentiality found in the Student Handbook. In accordance with the College's statutory obligations and the College's policies only those members of the faculty or administration who, for purposes in keeping with the academic objectives of the institution, must refer to student records shall normally have access to the files in the Admissions Office, the Office of the Dean of Students, the Office of the Registrar, the Office of Student Aid, the Alumni Office, or the Career Planning and Placement Office.

Union College recognizes that smoking, breathing second hand smoke, or using tobacco products constitutes a significant health, safety, and environmental hazard for students, employees, visitors and campus facilities. The College is committed to promoting health, wellness, and prevention within its community, as well as providing a healthy learning and working environment for administration, faculty, staff, students, visitors, contractors, and vendors.

All areas of the College campus, all campus properties, and all campus vehicles are designated as smoke/tobacco free.

For the purpose of this policy, smoking and tobacco use is defined as using any type of tobacco product including, but not limited to, cigarettes (commercial, handmade, or electronic), cigars, cigarillos, pipes, hookahs, vape pens, oral tobacco (spit and spitless, smokeless, chew, snuff), or any other similar smoking material or delivery device including anything that simulates smoking.

The Smoke/Tobacco Free Policy strictly prohibits:

1. Smoking or the use of any other tobacco product in all College campus buildings, on the College grounds, and on properties owned, leased, or rented by the College.
2. Smoking and the use of any tobacco product in all College owned, leased, or rented vehicles.
3. The sale of tobacco products on campus.
4. The free distribution of tobacco products on campus.
5. Tobacco advertisements in College-produced (run) publications.

Organizers and attendees at events, such as conferences, meetings, public lectures, social and sporting events, using College facilities, will be required to abide by the College’s Smoke/Tobacco Free Policy. Organizers of such events are responsible for communicating and enforcing this policy. Effective implementation and success of the Smoke/Tobacco Free Policy depends upon the courtesy, respect, thoughtfulness, consideration and cooperation of all smoking and non-smoking members of the Union College community. All members of the community are responsible for implementation and enforcement of this policy. All members of the community are encouraged to advise other employees, students, and visitors about the policy, suggest to anyone smoking that they not smoke on the campus or on college-owned properties, and, when appropriate, direct smokers off the campus. Individuals violating this policy will be subject to appropriate disciplinary action and should be reported to an appropriate authority (supervisor, manager, Campus Safety, Human Resources, or Student Affairs administration).

Contact: The Chief of Staff and Chair of the Smoke/Tobacco Free Committee

### **XIII. PERSONAL RECORDS AT UNION COLLEGE**

#### **A. Student Records at Union College**

The College strives to comply in good faith with the Family Educational Rights and Privacy Act (FERPA); please see the Union College Annual FERPA Disclosure Policy and Statement regarding Student Rights and Confidentiality found in the Student Handbook. In accordance with the College's statutory obligations and the College's policies only those members of the faculty or administration who, for purposes in keeping with the academic objectives of the institution, must refer to student records shall normally have access to the files in the Admissions Office, the Office of the Dean of Students, the Office of the Registrar, the Office of Student Aid, the Alumni Office, or the Career Planning and Placement Office.

Within these general guidelines, the College responds to inquiries from persons not authorized to inspect student records in the following manner:

- Requests for transcripts of the official academic record must originate with the student, or be released by the student.
- Requests by an accrediting agency evaluating the College are honored, with a reminder of the confidentiality of the material.
- Unless a student has signed a release form, the College will not accede to routine requests from federal and state agencies other than those conducting an approved accrediting or auditing visit, except in those cases simply involving an affirmation of a student's date and place of birth, attendance at Union, and status as a degree candidate or recipient of a degree.
- Inquiries concerning the financial position of a student addressed to either the Office of Student Aid or to the Finance Office will be answered only when it is clear that the inquiry came as a request for credit by the student or as a result of publicly-assumed obligations.

In keeping with these stipulations, the College exercises normal precautions in monitoring both its permanent and transient files on students. No records are maintained which reflect either the political activities or beliefs of students.

In those cases where the public media seek information about a student, the College volunteers no details. Faculty and administrators who may be approached should refer all such inquiries to the Director of Public Relations who, at the Director's discretion, may answer relevant questions, although it is assumed that qualitative assessments of a student will rest solely on publicly known data within the purview of the College.

In any case not anticipated by these provisions, the College responds in a manner compatible with the best interests of both the student and the institution.

## **B. Requests from Outsiders for Faculty Records**

Faculty and administrators who receive inquiries from outside the College regarding faculty records, especially those from the FBI, CIA, and similar agencies, should refer the inquiry to the President or Dean of the Faculty. Members of the faculty who wish the College to provide references for any purpose should send a statement permitting the President or Dean of the Faculty to comply with the request.

## **C. Guidelines on Faculty Access to Transcript Information**

The College strives to comply in good faith with the Family Educational Rights and Privacy Act (FERPA). FERPA prohibits the College from disclosing students' education records (including transcript information) to anyone other than the student unless the student has given written consent or the law provides an exception for disclosure. Disclosure is permitted to school officials with a legitimate educational interest in accessing the record. As school officials, faculty are permitted to access transcript information if doing so is:

- related to performing a task specified in their position or contract agreement; and/or
- related to performing a task related to a student's education.

Students have a right to expect that their academic record will be treated carefully and that their privacy will be appropriately respected by the faculty.

The following represent scenarios wherein faculty accessing transcript information without express written student consent is permitted:

- When working with assigned academic advisees
- When a student needs advising assistance, and an official assigned advisor is not available
- When a student requests a letter of recommendation
- When determining student eligibility for national honor societies, awards, etc.
- When recommending students for honors and awards (e.g., letters of support for Phi Beta Kappa induction)
- When verifying that a student has the appropriate prerequisites for a faculty member's course [including when making Waitlist decisions]
- When enhancing the educational experience of students enrolled in a faculty member's course in a given term [for example, to guide a student in the selection of a senior thesis topic; or, to create skills-balanced sets of students to carry out group work]
- When such information is needed by department chairs or their designees to plan course offerings or carry out other departmental business

In other situations, faculty may request written permission (via email) from students to review the student's transcript information. For situations not described above in which a faculty member wishes to consult a student's transcript information without the student's consent, faculty are requested to first consult with the Dean of Studies at deanofstudies@union.edu.

Because FERPA prohibits disclosure of information received to others without the student's written permission, information must be used only for the purpose for which it was accessed. This means that faculty who have accessed student transcript information should take care not to discuss or share that transcript information with other colleagues unless the latter have a legitimate educational interest in accessing that information (e.g., class deans, the registrar's office, etc.).

#### **XIV. INFORMATION SECURITY POLICY AND PLAN**

The text of this policy is found on the ITS website at <https://www.union.edu/information-technology-services/policies/information-security-policy-plan>.



**XV. POLICY ON ACCEPTABLE USE OF INFORMATION TECHNOLOGY RESOURCES**

The text of this policy is found on the ITS website at <https://www.union.edu/information-technology-services/policies/policy-acceptable-use-information-technology-resources>.



# **Faculty Manual**

## **Section VI Sundry Matters**

**January 1, 2024**

**Union College**  
807 Union Street  
Schenectady, NY 12308

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## **I. TRAVEL**

### **A. Faculty**

The Dean of Academic Departments and Programs administers the budgets for faculty travel. Any member of the faculty who attends a meeting of a national learned society as a national officer, to read a paper, to serve as an invited participant in a panel discussion, or presents an invited paper at a learned symposium within the contiguous United States and Canada, is ordinarily entitled to receive reimbursement from the College for some expenses as described below.

1. Travel to and from the conference by the most direct route by the use of either coach class or the lowest appropriate fare at the time of booking.
2. Travel to and from the conference by self-owned auto at the current college mileage rate, the total amount not to exceed air fare.
3. Grants for international travel and travel to Alaska and Hawaii are at the discretion of the Dean of the Faculty and shall not exceed the cost for coast-to-coast travel within the United States.
4. A per diem at rates specified by the Deans' office.
5. Registration fees.

Grants to any particular faculty member in the course of a year shall not normally exceed the approximate cost for coast-to-coast travel within the United States plus a per diem for three days.

If a share of travel expenses or honorarium is paid by the conference host, the faculty member is obligated to claim remuneration from the College sufficient to meet only the difference between what the host provides and the allowable amounts enumerated above.

Faculty members representing the College at meetings, installations, etc., may have their actual travel expenses fully reimbursed.

The Dean of Academic Departments and Programs administers modest budgets for travel to meetings, workshops, symposia, etc. for members of the faculty even though they may not be active participants in the program. The purpose of this fund is to enhance and encourage the professional development of members of the faculty, especially in areas in which they have not yet reached the point where they can be reasonably expected to present papers at the meeting. Such grants will be made at the discretion of the Dean of the Faculty. Applications should be made well in advance, and will be evaluated on their merits, subject to the availability of budgeted funds.

Faculty members who are completing the terminal year of an appointment are not eligible for travel support after June 30 of the terminal year.

### **B. Terms Abroad**

When faculty members travel outside the continental United States to teach in the Union College Terms Abroad Program, the College will pay the full cost of the lowest available airfare for the faculty member. In determining lowest available airfare, consideration should be given to:

1. Domestic vs. Foreign Carriers.
2. Using consolidators
3. Completing reservations as soon as possible after receiving the Term Abroad assignment.
4. Avoiding having to change departure and return times or dates.

When a spouse accompanies the faculty member for the entire term, the College may pay the full cost of the lowest available airfare for the spouse if they assist in directing the program.

The College will not pay for any increased airfare which results from stopovers for personal (non-business) reasons.

Any exceptions to the above policy must be approved by the Dean of the Faculty.

### **C. Administrative Staff**

Travel on college business will be remunerated as follows: the most direct route by either coach class or the lowest appropriate fare at the time of booking, actual surface transportation costs, actual hotel costs, actual meal costs. Judgment should be exercised in keeping costs in line.

## **II. POLICIES AND PROCEDURES FOR TRAVEL AND EXPENSE REIMBURSEMENT**

### **A. Purpose**

To provide guidelines to employees for the accounting and reporting of reasonable travel-, living- or faculty grant-expenses to be reimbursed in accordance with College policy.

### **B. Policy**

Refer to the Conference Travel Funds Guidelines and Form on the Policies & Forms webpage. In accordance with the College's travel and expense policy, employees will be reimbursed for reasonable expenses incurred in the normal course of activity. Moderate travel, cars, meals and living accommodations, etc., are considered reasonable expenses

As employees of the College, all faculty and administrators qualify for a credit card. Expenses incurred for College activity should be charged to this credit card. Refer to the Card Program instructions on the Finance Department's website.

## **III. PURCHASING PROCEDURE**

All significant expenditure commitments for the College are made by or with the cooperation of the Purchasing Office. No individual member of the Staff or Faculty may purchase supplies, materials, equipment or services without complying with the procedures and guidelines as described on the Purchasing Policies & Procedures website.

Since Union College is exempt from New York State Sales and Use Tax, the Purchasing Office issues exemption certificates as required.

#### **IV. USE OF VEHICLES**

##### **A. Campus Vehicles**

Refer to the Union College Motor Vehicle Policy on the Campus Safety website. The department authorizing travel will be charged at the current authorized rate. A person authorized to drive a College-owned vehicle must possess a valid operator's license, and must carry it when driving a College vehicle.

##### **B. Personal Cars on College Business**

Refer to the Union College Motor Vehicle Policy on the Campus Safety website.

##### **C. Car Rental Program**

Refer to the Union College Motor Vehicle Policy on the Campus Safety website.

#### **V. COLLEGE INSURANCE – LIABILITY**

The insurance protection of the College for the various liability risks inherent in our operation can be defined only in generalities because each individual situation becomes subject to evaluation. General conditions are described here.

It should be noted at the outset that the liability of the College or its insurance company for payment of any damage is based on judgment by a court, or by out of court negotiations, that the College or its agents were negligent. Limits of insurance coverage will not be listed, but are considered adequate.

##### **A. Automobile**

The College insurance would be the prime defendant in any action for damages involving College-owned vehicles. It is assumed the College cars are used only on legitimate College business within the regulations and policies defined by the College. Other than authorized legitimate use could result in counter-suit by the College against the individual so using the vehicle.

**B. General Liability**

Adequate insurance coverage is carried by the College to protect the College and anyone acting on behalf of the College as an authorized representative in the legitimate business of the College. This includes field trips, research program work, visitors to our facilities, as well as travel within the guidelines above.

## **VI. EMPLOYEE PARKING**

### **A. Vehicle Registration**

Refer to the Parking & Traffic section of the Campus Safety website.

### **B. Failure to Register a Vehicle**

Refer to the Parking & Traffic section of the Campus Safety website.

### **C. Other Violations**

Refer to the Parking & Traffic section of the Campus Safety website.

## **VII. USE OF COLLEGE FACILITIES**

Refer to the Special Events and Conferences website.

## **VIII. PETS IN THE WORKPLACE**

For many community members, allowing pets in the workplace greatly enhances the working, living, and learning environment. Each community member that elects to bring a pet to campus must be respectful of others recognizing that having a pet in the workplace is a privilege that bears the responsibility of proper hygienic care and attention to those pets, and minimizing disruption to others while at work. We must also be aware of the need for heightened consideration of the sensitivities and vulnerabilities of fellow community members, including students, staff, faculty members, and visitors, who may suffer from allergies or who may have serious apprehensions about animals.

As a general policy, the College allows pets to be in College controlled buildings and open space areas of College property, except in designated buildings and areas as provided below, as long as pets are attended to and restrained at all times by their owner and their owner complies with the following:

- The College requires employees to at all times be in immediate proximity to their pet, maintain full control of their pet, and to short-leash (6-8 feet) their pet in College-controlled buildings and open space areas, except when the pet is in a private office (see below). To be considered attended to a pet may not be left fastened to a stationary object.

A pet may be left unattended in a private office, by closing the door, as long as a sign is placed outside of the office door indicating a pet may be within. When the owner is present, a “pet gate” may be used in lieu of a closed door provided that there is appropriate signage and that the gate does



not damage college property, adequately restrains the pet, and provided that its use does not result in any complaints or concerns by members of the college community in the vicinity. Should any such complaints or concerns arise it is the responsibility of the employee to use a closed door instead.

- Employees who bring their pet to work are wholly responsible for making sure that their private office and all other College-controlled buildings and open space areas of the College property remain undamaged and clean of pet-caused dirt or debris. Clean-up should be thorough enough as to not generate additional work for college staff.
- The College will seek restitution from the employee/owner for any pet-related damage to College owned property, facilities, or grounds and the employee/owner will be held financially responsible, in accordance with prevailing law, for any injuries to individuals caused by the pet. Under no circumstances will the College indemnify nor hold an employee/owner of a pet harmless from claims arising from injuries or damages caused by their pet.
- Any pet owner or pet caretaker must promptly clean up and properly dispose of pet waste in all areas of College property.

The College **explicitly restricts** pets from Dining Halls, Residence Halls, Minerva Houses, indoor athletic facilities (with the exception of private offices), the spectator seating and competition fields for outdoor athletic events and other buildings/open space areas as specifically posted. Research animals, certified guide animals, and other service animals are an exception to this restriction.

When a concern arises between a pet-owner and a member of the campus community and an agreement cannot be reached, the situation should be reported to Campus Safety or Human Resources. The Directors of Campus Safety and Human Resources will determine, on a case-by-case basis, how any concern regarding a particular pet will be handled. The Directors have the authority to make final determinations regarding any restrictions affecting particular pets as well as any charges in consideration of damage caused by pets.

## **IX. COLLEGE BOOKSTORE – REAMER CAMPUS CENTER**

Faculty and staff, and members of their families, may use the Campus Store to the full extent of its services. Bookstore charge accounts are available for all employees of the campus community. Accounts are payable within 30 days of the billing date. A finance charge of 1½ percent per month is levied on balances outstanding after 30 days (minimum charge of \$1.00 if balance is under \$65.00). The credit ceiling is \$500.00 per academic year for full-time faculty and staff members employed by Union College. Payments must be received within 30 days of billing date. The privilege of charging will be suspended at the discretion of Union College for any account containing charges which have not been paid within 45 days of the original billing. If charges have not been paid by the end of 90 days, by signing Union’s charge account agreement you have authorized Union to deduct the balance you or your spouse or your family member owes the bookstore from your paycheck (within applicable statutory limits).

The College bookstore store offers the following services to the College community:

Special orders (deposit required).

- Magazine subscriptions
- Education computer discounts
- Gift certificates
- Shop by telephone (388-6188) Monday through Friday, 9a.m. to 4p.m.
- Gift wrapping of items purchased at the College Bookstore (\$2.00-\$5.00 per package).

#### **A. Of Interest to the Teaching Faculty**

1. Textbook adoptions for courses may be submitted on-line six to eight weeks in advance of the beginning of each term.

Or you may choose to use the computer generated textbook adoption letter sent to each faculty member six to eight weeks in advance of the term. These adoption letters should be filled out and returned no later than the cut-off date indicated with the information that accompanies the adoption letter. The following are directions for use with adoption letters:

- a. Please print or type for legibility, particularly foreign languages.
- b. Please indicate order of use.
- c. Be sure to include estimated enrollment figure (even if only an educated guess). This figure should, if possible, correspond to the registrar's figure for enrollment in your course. If you have these figures, but are estimating a higher number, please explain briefly in the "Remarks" column.
- d. On your adoption letters, please check specific box if title is recommended or required. We assume that fewer students will buy a "Recommended" title than a required one. To help us avoid under-ordering, could you, where possible, estimate in "Remarks" column how many students are likely to buy each of these recommended titles.
- e. If you are undecided about some titles, but decided on others, give us a list of those titles that are definite, and send in a supplementary list later when you have decided on the balance. Should you do this, state that the initial list is only a partial list.

#### **2. Desk Copies**

Publishers require that faculty members send to them any request for complimentary desk copies of adopted textbooks. The store is unable to provide complimentary desk copies. We will, however, sell you a textbook and charge it to your personal account or to the respective Department account if permission is granted. If the desk copy you requested is received from the publisher within 30 days and it is free of any stamped markings by the publisher, your account or that of the Department will be credited for the full cost of the book. Otherwise

your account or that of the Department will be charged for the full cost of the book. We cannot accept these books back after 30 days for credit.

### 3. Trade Books

The College Bookstore stocks a large number of titles of books encompassing a variety of subjects. The College Bookstore will be happy to carry in its Trade stock additional titles recommended by faculty. Also any book that is in print may be special ordered. A small deposit is required.

### 4. Other Services

If there are items, special equipment, or supplies which you would like to have available to your students, we shall be happy to include them in our stock. The buyer for Stationery and Art products will be most willing to work with you. Please feel free to contact this person at any time at extension 2196.

### 5. Computer Sales and Services

Union College faculty and staff are eligible to purchase personal computers and a wide range of software titles at the College Bookstore. In contrast of off-campus retailers and computer superstores, we offer the more robust professional and business models, as opposed to consumer models. These premium computer lines from Apple Computer, Compaq, Gateway, and Toshiba are designed for the more demanding computing environment found in higher education. They are fully network-certified and typically manufactured to higher-quality standards than their consumer counterparts. Our personal computer prices range from competitive to discounted, based on educational purchase agreements established by Union College with these manufacturers. Custom configuration is available.

The College Bookstore complements our full line of desktop and laptop computers with printers and scanners from Hewlett-Packard and Epson, as well as a full line of peripherals, accessories, and consumables at prices competitive with or below the big box computer retailers. Faculty and staff are thus afforded the convenience of obtaining information technology conveniently on-campus at discounted prices.

A wide range of computer software titles are available at the College Bookstore at deeply discounted prices, again, based on special education purchase agreements maintained with the major developers, including Microsoft, Adobe, Symantec, Corel, Macromedia, and many others. Campus-standardized applications are kept in stock, but almost any title can be special ordered.

A valid Union College ID card is required to document eligibility for hardware and academic software purchases intended for personal use.

Technical support is available and may be provided either directly by manufacturers, or in conjunction with the Union College Office of Computer Services. Hardware service, both in and out of warranty, is provided on a carry-in basis at the College Bookstore through Quest Computers, Inc. of Rotterdam, NY. Quest is an authorized service provider for Apple, Compaq, Toshiba, and Hewlett-Packard. Out of warranty authorized service is also available through Quest for Gateway and Dell. Most computers and printers come with a one-year carry-in warranty that excludes consequential and incidental damage. The Union College Bookstore makes no warranty above and beyond that of the manufacturer.

In addition to cash and checks, (must be certified over \$500.00), payment options include major credit cards, third-party financing, or interest-free payroll deduction loans. Purchases made with personal funds are subject to New York State sales tax. Purchases made with College funds, including departmental purchases and research grant purchases, are tax exempt and charge directly to the appropriate accounts.

For further information, please contact the Bookstore.

a. Computer Purchase Loans for College Employees

The computer loan program was established to assist qualified faculty and employees in the acquisition of information technology in the furtherance of the College's academic mission. It is a valuable employee benefit that represents further savings to employees by eliminating the interest on the financing of major computer purchases and facilitating these purchases with little or no initial out-of-pocket expense.

- i. Qualified employees include full-time, regular faculty, administrative, and permanent hourly staff of the College with at least one year of service.
- ii. Eligible purchases include computer hardware and related software and peripherals.
- iii. The maximum amount which can be borrowed is \$3,000 or the total purchase amount, whichever is less, payable up to two years.
- iv. The loans will be interest free.
- v. Loans shall be repaid through payroll deductions. The total amount borrowed is equally divided over the total number of pay periods within the term of the loan. Termination causes the unpaid balance to be due and payable by the last day of employment.
- vi. Proof of purchase must be submitted when applying for a loan. If submitting a receipt for a purchase already made, the employee will be reimbursed. Employees purchasing a computer through the College Bookstore will be provided with a detailed written quote, which the employee will submit to Payroll. Payment will be made directly to the Bookstore through fund transfer, no down payment is required. An appointment must be made in advance with the Payroll Office. Please

- bring your original written quotation to your appointment. No refunds are available.
- vii. Contact the College Bookstore to assist in selecting an appropriate computer package and to obtain a written quotation to submit to Payroll.

## 6. Custom Publishing

If you plan to use any custom published materials for your classes, the College Bookstore will reproduce any documents, portions of publications, books, etc., for class use. It works with The Copy Clearance Center, Inc. of Danvers, Massachusetts, to obtain copyright permission to produce practically anything that you may want to use in the classroom.

The Bookstore needs at least six weeks to produce a finished product. Let them know your needs before leaving for the summer. If you have any questions regarding custom publishing, call the textbooks department at extension 2191.

Faculty ID numbers are required to document eligibility for hardware or academic software purchases intended for personal use.

## X. LIBRARY SERVICES

In 1796, the Board of Trustees approved the purchase of books for Union College and thus began the library. Throughout the nineteenth century, its resources were supplemented by those of a number of College literary societies, whose materials eventually were incorporated into the general library collection. From 1903 until 1961 when the current building was completed, the central library was located in the Nott Memorial. In the summer of 1961, the books were transferred to what is now known as Schaffer Library. A major expansion and renovation was completed in 1998.

Schaffer Library is a modern building with 110,000 square feet of space and shelving capacity for over 500,000 print volumes. Materials are also housed in the College's Hattie Street storage facility and the Adirondack Research Library at the Kelly Adirondack Center located at 897 St. David's Lane in Niskayuna, NY. The Schaffer Library provides over 600 seats including individual study carrels, study tables, group study rooms, and comfortable lounge furniture. The Library has wireless access to the Internet throughout the building and over 50 computer workstations. The Learning Commons on the 1st floor and the Learning Lab on the 2nd floor provide workstations with a robust selection of software programs from Microsoft Office, SPSS, Adobe, ArcGIS, MATHETICA and JMP. The Idea Lab in the basement is a student-designed space to facilitate collaboration and innovation. Four of the group study rooms are equipped with audio-visual and computer technology to enhance collaboration with on campus and off campus partners. There is also a film-editing suite in the basement.

The Writing Center, Language Center, Digital Studio and Director of National Fellowships and Scholarships are housed in the Schaffer Library on the 2nd floor.

### **A. Circulation Services**

Faculty Members will be given borrowing privileges at Schaffer Library when they register at the Circulation Desk. The library card, which must be presented in order to borrow materials, is the College Picture ID with a preprinted barcode. Faculty without a picture ID will be issued a temporary library card. Faculty must register in order to use interlibrary loan programs.

The faculty loan period is the academic year. All government documents and books from our general collection are due at the beginning of each July. All items with this loan period are allowed one online renewal. For a complete explanation of loan policies, please see the Schaffer Library's website.

A faculty member may request a DAP (Direct Access Program) card for the Capital District Library Council program which will be honored at cooperating regional libraries. You may borrow materials from participating libraries with this card. If your library account is clear at Schaffer Library, you will be granted borrowing privileges through this program when you register for this card at the Circulation Desk.

### **B. Instruction and Research Service**

Librarians provide point of need research service during business hours and on Sundays. Formal training in library use is offered to classes whose instructors request a group session. Instructional options can range from general procedures and materials to specific bibliographic methods and sources tailored to study or writing assignments.

The Library Instruction Program at Union College defines its mission in terms of striving to nurture within its students the desire to become lifelong learners. This program contributes to the College mission by providing Union students with the research tools and strategies that will help them to meet their personal information needs—not only throughout their college years but for as long as they remain intellectually active contributors to society. Specifically, we are trying to teach students how to identify useful information and how to pull it together from a variety of sources as they make critical judgments about the value and reliability of what they have found.

Through this program we attempt to make formal contact with every Sophomore Research Seminar student and then again, in many cases, when the student is conducting course- or thesis-related research. A great deal of informal, individualized instruction—from selecting and searching the appropriate electronic database right through downloading results to the student's individual e-mail account—also takes place daily as a result of the reference service provided here. Because various information technologies play a critical role in the contemporary information seeking process, we devote considerable time to instruction in their use. We are careful, however, to place all the tools and sources that we present within the broader context of the research process in general. The instruction program undergoes constant revision in response to faculty and student needs and input, the evolution of information technology, and our own professional self-examination.

### **C. Acquisitions Requests**

Requests for library materials can be forwarded to the Head of Collection Development in any form or by using the request form on the Schaffer Library's website. In-process orders appear with that status in the library's online catalog. If there is a need to obtain something by a certain date, the requestor must clearly indicate that need; e.g., needed for Fall Term.

The Head of Collection Development, together with the College Librarian, evaluates departmental requests for new subscriptions to journals, databases and other on-going commitments. Departments able to identify an existing subscription for cancellation to help support the addition of new titles significantly aid the initiation of new subscriptions. However, all requests for periodicals, including those of an interdisciplinary nature, may be brought to the attention of the Head of Collection Development. Because a periodical subscription represents a continuing commitment of funds, it receives careful consideration.

### **D. Course Reserves**

Electronic Reserve materials are made available via Nexus, the College's course management software. Faculty members may also place readings in Nexus directly. The Reserve Desk in the Schaffer Library can make other formats available to students such as print books and journals, DVD's etc. The Library subscribes to databases with electronic content and these materials may also be used for course reserves. Please see our website for more information.

### **E. Interlibrary Loan and Document Delivery**

Interlibrary Loan and Document Delivery (ILL/DD) strives to provide users timely access to books, periodical articles, technical papers, theses and other research materials that are not available at Schaffer Library. Users must create an ILLiad account before using this service. The link for ILLiad is accessible via the library homepages.

Articles are delivered to users electronically or via campus mail and remain the property of the requester. Books and other loaned materials must pick up and returned at the Circulation Desk. Items returned past their due date will be subject to a \$1.00 per volume per day fine. There is no faculty exemption for Interlibrary Loan overdue fines.

Union College is a member of ConnectNY, a virtual catalog combining the holdings of 18 New York State academic institutions such as Bard, Pratt, Siena, Hamilton, Colgate, Skidmore, Vassar, Colgate, St. Lawrence, Rochester Institute of Technology, Rensselaer Polytechnic Institute, and Union. Union College users may submit requests to borrow titles not available at Union College but held at one of the other members of ConnectNY.

### **F. Collections**

The Collections of Schaffer Library are acquired and maintained to support and enhance the curricular programs of the College. The collections present information in a variety of formats and modes: print books and journals, manuscripts and archival collections, videos, audio CD's, microforms and electronic databases, audio and video streaming resources, e-journals, e-books, and e-archives.

Electronic access to a large number and variety of subscription databases is a resource open to all at the College. Union College users of subscription databases can access them from anywhere on the campus network, and even away from campus by means of logging into the Virtual Private Network (VPN). Access to VPN is on the library's website.

The complete list of resources is organized through the Library's Website, under the tab "Databases". Beyond the electronic databases, subject and course guides can be found through the Library's Website under "Research Support." You may request a course guide to be created for your course. Reference service as well as its mission statement and personnel are described on the Schaffer Library web site.

Schaffer Library at Union College has been a selective federal document depository since 1901. We now acquire the majority of our government documents electronically and through database subscriptions such as CQ, Digital National Security Archives, Statistical Insight, U.S. Congressional Serial Set, etc. and by providing links to materials freely available on the web.

## **G. Historic and Cultural Collections**

In addition to the circulating collection, the library has several fine historic and cultural collections that provide opportunities for enhanced scholarship and an enriched classroom experience.

### **1. Adirondack Research Library**

Founded in 1976 by the conservationist Paul Schaefer, the Adirondack Research Collection is a large collection of rare books, archives and manuscripts and scholarly and general interest books and journals on the Adirondack Park. The collection is also comprised of maps, photographs, and videos. The collection is housed at the Kelly Adirondack Center and the papers of both Paul Schaefer and John S. Apperson have been fully cataloged and accessible for researchers.

### **2. Special Collections and Archives**

The Special Collections & Archives department of Schaffer Library is an integral part of the Library. It includes the Union College Archives, which holds College records of enduring value, special book collections, manuscripts, maps, photographs, sound recordings, ephemera, three dimensional objects and other primary source materials that document the history of Union College and support and extend to the curriculum. The mission of the department is to collect and preserve materials about Union College and make them available to researchers, especially for the enrichment of classroom



instruction. In addition, the department houses unique materials that require special housing and handling because of its physical format, condition or rarity.

The Special Collections & Archives department is located on the third floor of Schaffer Library on the east side of the building. The materials in Special Collection & Archives do not circulate, but they may be viewed in the department's reading room. Published books and ephemera that are kept in Special Collections may be searched and located using the Schaffer Library's online catalog with holdings marked as: "SpecColl Rare Book" or "SpecColl Union Coll'n."

The Special Collections & Archives contain numerous collections that provide opportunities for enhanced scholarship and an enriched classroom experience such as:

The Bailey Collection of Nineteenth Century North American Wit and Humor

The core of the Bailey Collection was presented to Union College in 1921 by Frank Bailey, Union alumnus and former Treasurer of the College. Authors such as Mark Twain, John Kendrick Bangs, Marietta Holley, Joel Chandler Harris, and Carolyn Wells are represented. Additional volumes are added to the gift and purchase.

The First Purchase Collection

The First Purchase Collection includes those books which were purchased or donated to form the original library at Union College. Lists of specific titles which were bought or given, and the sources from which they were acquired, are found in the text of the Union College Trustee's Minutes of 1796.

The Schenectady Collection

The Schenectady Collection currently includes a variety of materials about Schenectady city and county and some other areas in the Capital District, mainly Albany and Troy. Many of the items are historical, but the collection also includes works of fiction by local authors, atlases, city and county government publications, and books about the history of the General Electric Company in Schenectady.

The Rare Book Collection

The Rare Book Collection in Special Collections is intended to extend the College curriculum and does not focus on one particular subject or author. The collection spans a variety of subjects and the books in it date from the fifteenth century to the present.

Volumes representative of the collection include:

- an elephant folio set of Audubon prints
- the first editions of the works of John Galsworthy
- a Koburger Bible
- collected works of Winston Leonard Spencer Churchill
- a number of first editions of significant works by authors such as Newton, Dickens, Johnson, Wordsworth, and Hawthorne
- a growing collection of modern first editions and fine printing

### The Union Collection

Materials on all aspects of Union College, for example its history, faculty, alumni, architecture, etc. are included in this collection. Items in the Union Collection are primarily printed, but some manuscript materials are incorporated as well. Publications by alumni and faculty are obtained and added to the collection whenever possible. Complete runs of the *Concordiensis*, the *Idol*, the alumni magazine, and other College publications are found here. Other formats, including videotapes, audiotapes, and photographs are part of this collection because they contain information relative to some part of Union College. All periods of Union College's history from prior to its founding in 1795 to the present day and beyond are represented in the Collection.

### The Union College Archives

The archive material housed in the Special Collections of the Library ranges from eighteenth century lists of local persons who pledged monies to the founding of a new college in Schenectady, to current Commencement programs, sports programs, photographs, College catalogues, Trustee records, and other items too numerous to list. The archives actively solicit and collect materials relative to all facets of Union College's history, including its faculty administration, and alumni. Currently, the listing of material housed in the College Archives is available in the Special Collections department only. Please contact the Special Collections & Archives department directly for information about searching the College's institutional records and archives.

### Union College Permanent Collection (UCPC)

The Union College Permanent Art Collection (UCPC) and exhibition program fall under the Schaffer Library structure. The collection comprises of 2,800 works of art and materials culture, including significant cultural resources from internationally recognized artists and objects from Eastern and Ancient cultures. Fine art from this collection is installed throughout the building and in many buildings on campus. The Library Artist Installation Series changes annually in the Learning Commons and features a new contemporary artist each year. For access to the permanent art collection email the [mandevillgallery@union.edu](mailto:mandevillgallery@union.edu)

### Olivier Models:

The College holds the largest single group (over 40) of Theodore Olivier's ca.1830-1845 string models used for demonstrating the relationship and intersections of geometric shapes in space.

### 19<sup>th</sup> Century Portraits

Comprised of approximately 50 portraits, this collection features historical, American figures as well as notable Union individuals, painted by recognized artists from the 19<sup>th</sup> century such as Samuel Sexton, Thomas Sully, Henry Inman, Ezra Ames, Waldo and Jewett, and others.

**Works on Paper: Pre-Modern, Modern & Contemporary**

The UCPC's largest holdings of art includes substantial depth in 18<sup>th</sup> and 19<sup>th</sup> century fine art prints, 20<sup>th</sup> century fine art prints from the 1960-1970s by internationally known artists and contemporary photographs, fine art prints and drawings.

**XI. OTHER SERVICES**

**A. Notary Public Service**

This service is available without charge to members of the faculty, staff, and students throughout the College. Refer to the Notary Public section of the Directory.

**B. Dining Facilities**

College dining facilities are as follows, Dutch Hollow Restaurant, a convenience store, and Upper Class Dining Hall, all located in the College Center; Dutchmen's Rathskellar located in the basement of Old Chapel; and West College Dining Hall located in West College. These facilities are available to faculty, staff members, and their families. Arrangements can be made for special luncheons or dinners in the College dining halls and other facilities through the Catering Manager at 388-6050. Small parties, receptions, and other events can be catered, upon request, anywhere on campus.

**C. Health Service**

The College Health Service is open when classes are in session. Minor injuries and ailments of members of the faculty and staff are treated by the staff on an emergency basis only and in no way supplant the services of a family physician. Blood pressure readings and Department of Motor Vehicle eye examinations are done as a courtesy.

**D. Office of Communications**

**1. News Bureau**

Official College relations with the local and national press are handled by and through the News Bureau. Information about College functions, whether sponsored by the College or by organizations within the College (including official student organizations), should be sent to the News Bureau, which will arrange and coordinate appropriate publicity. It is the policy of the College to release all information through this single channel to minimize the chances of duplicate, confusing, or contradictory stories.

Please notify the News Bureau a month in advance, if possible, of events open to the public and/or the College community. Appropriate information to send the bureau includes the title of the event, the speaker or performer, the subject, the time and place, the sponsoring organization, the cost of admission, and a phone number for further

details. Biographical information and a black-and-white photograph are helpful. Copies of news releases are sent to Concordiensis and WRUC, but direct contact between the event's sponsor and the student newspaper and radio station can increase on-campus publicity.

The Chronicle is published by the News Bureau every other week throughout the three terms. Items for the Chronicle should be submitted to the News Bureau by 1 p.m. on Monday of the week of publication.

2. The Communications Office is responsible for editing, designing, and producing the College's official publications and the electronic world wide web pages. The office provides publication assistance that includes rewriting, copyediting, and print production coordination; it also offers consultation on project planning, budgeting, photography, scheduling, design, and desktop publishing.

Proposals for additions to the roster of College publications should be submitted in time for review and inclusion in the next year's printing budget. In general, this means proposals should be submitted by November of the academic year preceding the year in which publication is sought.

#### **E. Offset Printing Services**

When a project is ready for printing, it should be sent to the Manager of Mail and Printing Services who will obtain the necessary estimates—based on specifications received—within two days. Because we will be using printers off campus, please allow adequate time for production. Mail & Printing Services will also handle arrangements for campus mailings.

#### **F. Photocopy Service**

Photocopying machines are located throughout the College (for faculty and staff use). Charges are made against departmental budgets when the service is used. (Cash and credit card copying for personal use is available in the Library and the Copy Center.) The Copy Center also offers a FAX machine and laser printing for either departmental use or cash.

##### **1. Policy on Use of Duplicating Machines**

Use of offset press and photocopying machines located in departmental offices are subject to the following restrictions:

- The work of the office where the machine is located has priority.
- No duplicating on behalf of a political candidate or party is permitted.
- No use is permitted for commercial purposes other than that of promoting approved college events.
- No time of secretaries or clerks may be requested except as approved by the person to whom the secretary or clerk reports.

— Users are responsible for observance of copyright law.

### **G. Student Employment**

The Financial Aid Office coordinates the employment of students in part-time jobs within the College during the academic year. Students who have work as part of their financial aid package are given priority as jobs become available. Student Supervisors should contact the Financial Aid Office to review applications on file. Student Payroll Forms must be completed and signed by Department Heads for each student hired.

For more detailed information contact the Financial Aid Office.

## **XII. POLICY REGARDING COLLECTIVE BARGAINING**

Changes in New York State law, effective April 1, 1969, provided that if faculty and/or staff, in accordance with the procedures for election, decide they want a bargaining agent to represent them, the institution of higher education (their employer) must enter into collective bargaining negotiations with the representative(s) certified by the Public Employees Relations Board. Subsequently, in 1970, the National Labor Relations Board asserted jurisdiction over Cornell and Syracuse Universities and indicated that it would assert jurisdiction over other private educational institutions with disposable income over \$1,000,000. Before certification will be made by the NLRB, it is necessary that the bargaining agent be voluntarily recognized by the College or that it prove its representation of the employees to NLRB.

Union College recognizes the right to organize within the law and, should such organization occur, will bargain in good faith with certified representatives. We believe, however, that the character of our institution permits and, indeed, has provided excellent relationships with faculty and staff without collective bargaining. The flexibility thus available to both the institution and to the individual is highly desirable. We think collective bargaining agreements tend to force rigidity and eliminate the opportunity for consideration of special situations and are not, therefore, in the interest of our faculty and staff.

Should bargaining election nevertheless be demanded, the College will exercise all of its rights and prerogatives so as to provide an atmosphere for fair choice in such election on the part of each person voting. The College reserves the right to express its beliefs as to the propriety of the bargaining unit and all issues which may be raised.

The Vice President of Finance of the College is responsible for labor relations at Union. All inquiries and representations must be made directly to that office.

## **XIII. STATE LOYALTY OATH**

The oath required by Section 3002 of the Education Law "shall be administered by the president or other head of such school, college, university, or institution, or by the officer or person, or in the case of a board or body, having authority to employ such person as a teacher, instructor, or professor in such school, college, university, or institution...". This oath should be filed by the faculty member with Human Resources.

**APPENDIX I**  
**RANDOM SAMPLING PROCEDURE**

1. At the time that the ad hoc or department committee receives access to the candidate's materials, Academic Affairs will provide the committee a randomized list of students with the following characteristics:
  - a. Students will be selected from the rosters of all courses and labs taught by the candidate for the period under review. Students that have audited or withdrawn from the course or labs will be excluded. Students in thesis, independent study, senior research, senior project, and practicum courses will be grouped together and considered as part of one course.
  - b. Students will be randomized by a method determined by Academic Affairs, and listed in the randomized order for each course and lab that the candidate taught.
2. Since the students have already been placed in random order, the *ad hoc* or department committee should select the top three or four students from each course or lab (use four for larger courses/labs and three for smaller courses/labs). The committee should try to keep the response rate as high as possible, through initial and multiple follow-up communications by all means: email, phone, regular mail. etc.
3. Aim to interview a sample of at least 20 to 25 on-campus students, and to receive as high a percentage of alumni responses as possible. If the resulting sample is not large enough, return to the list selecting the next students from each class, again taking more students from larger classes.
4. The committee should provide a summary of the characteristics of the sample (i.e., the responding students and alumni): graduating class, major, grade received in the course, gender (if indicated) and class size. The committee should comment on these characteristics, relative to the characteristics of the population taught. The committee should also indicate the percentage of those responding from those originally selected by the random sampling procedure. Finally, the committee should note in the statement of procedures any deviation from the above procedure used to select the sample.
5. At no time should the original list of randomized students, the students selected to interview, or the results of the interview be shared with anyone but the committee members or those assisting the committee with contacting students to interview. Confidentiality of students must be maintained throughout the procedure.

**APPENDIX II**  
**LETTER TO STUDENTS**

Dear \_\_\_\_\_:

You are invited to participate in a formal review of the teaching capability and effectiveness of Professor \_\_\_\_\_ in connection with their tenure review. You have been selected for participation in this tenure review through a random sampling process. The participation of students thus selected is very important to the review process, so we thank you in advance for your contributions.

In the near future you will be called on to arrange a meeting, involving you and members of Prof. \_\_\_\_\_'s Ad Hoc committee, at which you may present oral testimony concerning your experience in Prof. \_\_\_\_\_'s classes. To guide the discussion, the Ad Hoc committee requests that you bring to this meeting a letter in which you evaluate Prof. \_\_\_\_\_'s teaching performance according to criteria below. If you wish to give only a signed written evaluation, you may do so. Your oral and written testimony will be held in strictest confidence.

Nothing is more important to the vitality of an academic institution than the maintenance of a strong and committed faculty. Therefore, the College must conduct thorough and fair evaluations of faculty performance to ensure that faculty quality remains high. The College recognizes the right of the student to participate in the evaluation process. In turn, there is a strong hope on the part of the College that current and former students will exercise this right when asked to participate and will do so in a thoughtful manner. Your views and those of your fellow students and alumni constitute the major portion of the evidence used in the teaching evaluation.

As a guide to aid you in preparing your written evaluation, the committee asks that you reflect on the questions below before you begin to write. Your letter should then address any or all of those questions that seem appropriate based on your experience. Please feel free to include additional information that you believe is pertinent to the evaluation but that is not covered in the guide questions. However we ask you not to make any comment on whether you believe that Prof. \_\_\_\_\_ should be tenured. If you are among those writing a senior thesis under Prof. \_\_\_\_\_'s direction, please make it a point to comment candidly upon that experience, emphasizing especially the quality of Prof. \_\_\_\_\_'s advice and the value of the thesis as a learning experience.

1. What did you perceive to be the major strengths and weaknesses of Prof. \_\_\_\_\_'s teaching? Did you find them to be sufficiently knowledgeable in the subject area? Were they generally prepared? Were their lectures and discussions adequately organized?
2. Was your academic performance adequately evaluated by Prof. \_\_\_\_\_? Did you find that their course(s) presented a sufficient academic challenge? Was the course taught in such a way that your ability to think critically and analytically was markedly improved?
3. Would you take another course from Prof. \_\_\_\_\_, assuming that your schedule would permit?



4. Has what you learned in your course(s) with Prof. \_\_\_\_\_ been useful to you? If so, in what sense? Can you imagine what difference it might make to you in your future endeavors that you took a course or courses with Prof. \_\_\_\_\_?

5. How would you characterize the rapport that Prof. \_\_\_\_\_ had with their class? Were they available to provide help outside of class if and when you needed it?

When answering these questions it is important that you include, wherever possible, specific reasons for your responses. These responses should be frank but devoid of cruelty and gossip.

The committee would like to thank you in advance for the time you will spend in this vitally important process. In order for this review procedure to be effective, the College must depend upon your willingness to participate and to exercise mature judgment.

Sincerely,

**APPENDIX III**  
**LETTER TO ALUMNI**

Dear \_\_\_\_\_:

You are invited to participate in a formal review of the teaching capability and effectiveness of Professor \_\_\_\_\_.

Although you have left Union and gone on to other endeavors, your opinions and experiences while you were a student here remain important to us. Therefore, you have been selected as a part of a random sample of alumni invited to participate in a formal review of the teaching capability of \_\_\_\_\_, Assistant Professor of \_\_\_\_\_ in connection with their tenure review. Our records show that you took one or more courses with Prof. \_\_\_\_\_ during your time at Union.

Nothing is more important to the vitality of an academic institution than the maintenance of a strong and committed faculty. Therefore, the College must conduct thorough and fair evaluations of faculty performance to ensure that faculty quality remains high. The College recognizes the right of the student to participate in the evaluation process. In turn, there is a strong hope on the part of the College that current and former students will exercise this right when asked to participate and will do so in a thoughtful manner. Your views and those of your fellow students and alumni constitute the major portion of the evidence used in the teaching evaluation.

As a guide to aid you in preparing your written evaluation, the committee asks that you reflect on the questions below before you begin to write. Your letter should then address any or all of those questions that seem appropriate based on your experience. Please feel free to include additional information that you believe is pertinent to the evaluation but that is not covered in the guide questions. However we ask you not to make any comment on whether you believe that Prof. \_\_\_\_\_ should be tenured. If you were among those writing a senior thesis under Prof. \_\_\_\_\_'s direction, please make it a point to comment candidly upon that experience, emphasizing especially the quality of Prof. \_\_\_\_\_'s advice and the value of the thesis as a learning experience.

1. What did you perceive to be the major strengths and weaknesses of Prof. \_\_\_\_\_'s teaching? Did you find them to be sufficiently knowledgeable in the subject area? Were they generally prepared? Were their lectures and discussions adequately organized?
2. Was your academic performance adequately evaluated by Prof. \_\_\_\_\_? Did you find that their course(s) presented a sufficient academic challenge? Was the course taught in such a way that your ability to think critically and analytically was markedly improved?
3. Would you take another course from Prof. \_\_\_\_\_, assuming that your schedule would permit?

4. Has what you learned in your course(s) with Prof. \_\_\_\_\_ been useful to you? If so, in what sense? Can you imagine what difference it might make to you in your future endeavors that you took a course or courses with Prof. \_\_\_\_\_?
5. How would you characterize the rapport that Prof. \_\_\_\_\_ had with the class? Were they available to provide help outside of class if and when you needed it?

When answering these questions it is important that you include, wherever possible, specific reasons for your responses. These responses should be frank but devoid of cruelty and gossip.

The committee would like to thank you in advance for the time you will spend in this vitally important process. In order for this review procedure to be effective, the College must depend upon your willingness to participate and to exercise mature judgment.

Sincerely,

**APPENDIX IV**  
**LETTER TO REFEREES**

Dear \_\_\_\_\_:

Thank you for agreeing to review and evaluate the scholarly research and publications of Professor \_\_\_\_\_, who is under consideration for tenure at Union College. We are enclosing the following:

(list materials sent)

This list of materials may include a description of the facilities and equipment in Prof. \_\_\_\_'s specialized research space, and the procedures used to acquire and assemble them (if applicable).

We appreciate your willingness to assist our Ad Hoc Tenure Committee in arriving at an overall evaluation of Professor \_\_\_\_\_'s scholarly activities. Your comments will be most helpful to us if they bear on at least the following points:

1. The degree of professional competence demonstrated;
2. The quality of intellect which is reflected in the work reviewed;
3. An estimation of the candidate's potential for future scholarly achievement based on your overall assessment of what has been accomplished up to the present.
4. Please include specific comments on individual publications where warranted in addition to a global assessment.

Comments on any other aspects of Professor \_\_\_\_\_'s scholarship which you consider relevant to our assessment of it, such as the extent to which it contributes to existing knowledge in its subject area, are most welcome. Please note that our interest is primarily in the quality of the work under review, rather than on quantitative considerations. We must ask that you restrict your remarks to evaluating the quality of the scholarship and not offer an opinion as to the tenure of the candidate at Union College, since this tenure evaluation also involves teaching, college service and relevant college-wide standards. Will you also indicate if you have any personal or professional acquaintance with the candidate under review? Your comments will be kept in strictest confidence to the fullest extent allowed by law.

We hope that you will be able to return your evaluation by \_\_\_\_\_. Will you please send us your vitae along with your evaluation? Once again, we thank you.

Sincerely,

Enclosures

**APPENDIX V**  
**LETTER TO PROMOTION REFEREES**

Dear X:

Thank you for agreeing to review and evaluate the scholarly/professional activities and publications of Associate Professor Y, who is under consideration for promotion to the rank of Full Professor at Union College. We are enclosing the following:

(list materials sent)

Promotion at Union College is based on teaching and college service as well as continuing mature scholarship. We would greatly appreciate it if you would restrict your remarks to an evaluation of Professor Y's scholarly activity and not offer an opinion on the overall question of whether the candidate should be promoted. We appreciate your willingness to assist us with our review. Your comments will be most helpful to us if they bear on at least the following points:

1. The degree of professional competence demonstrated;
2. The quality of intellect that is reflected in the work reviewed;
3. The extent of the contribution to existing knowledge in its subject area.

Please include specific comments on individual publications, where warranted, in addition to a global assessment. Comments on any other aspects of Professor Y's scholarly activity that you consider relevant to our assessment are most welcome.

Will you also indicate if you have any personal or professional acquaintance with the candidate under review? Your comments will be kept in strictest confidence to the fullest extent allowed by law.

We would appreciate receiving your evaluation by XXXXX. Will you please enclose your curriculum vitae with the evaluation? Once again, we thank you.

Sincerely,

Enclosures

**APPENDIX VI**  
**EVALUATION CRITERIA AND REVIEW AND**  
**PROMOTION PROCEDURES FOR LIBRARIANS**

**I. CRITERIA**

**A. Introduction**

Professional achievement for librarians is measured in three interrelated areas: 1) contributions in a librarian's primary responsibility area; 2) professional development and scholarship; 3) department, College, and community service.

**B. Areas of Achievement**

**1. Contributions in a Librarian's Primary Responsibility Area**

Professional librarians at Union College are members of the General Faculty and play a variety of roles within the library and the College. Their responsibilities may differ widely such as administratively, technically, or in the amount of time spent in direct contact with faculty or students but all roles are critical, interrelated, and equally valued for the way in which they contribute to the library's mission of service to the College.

All librarians are expected to master the knowledge and skills appropriate to their positions within the library organization. Their professional expertise can take many forms, but all librarians should demonstrate an ability to apply their expertise to address the challenges that arise within a constantly changing information and work environment. The particular types of productivity, instructional and/or management skills, and mastery of technical details required in each area should be accompanied in all cases by initiative as well as responsiveness in meeting the needs of the library and its academic community.

Working within a highly collaborative environment as members of the library and College faculty, all librarians are also expected to contribute meaningfully to the overall mission of the library. Thus, all librarians must be able to understand and articulate the ways in which their day-to-day work serves the library's mission and to find creative ways to contribute to that mission within their primary responsibility areas. They must also be able to communicate and work effectively with colleagues at all levels to develop and implement new services in their responsibility areas as well as to support common library functions and goals.

**2. Professional Development and Scholarship**

Professional development and scholarship are essential parts of a librarian's professional life. They contribute to the librarian's professional vitality and effectiveness on the job; in turn, the

librarian contributes to the growth of the profession as a whole.

Many different forms of professional development and scholarship are appropriate for librarians, but at least some must allow the librarians' work to be scrutinized by their professional peers. Examples of such professional activities include (in no particular order): lecturing; consulting; presenting at conferences; publishing in professional journals, monographs, or online sources; reviewing and obtaining grants; participating visibly and effectively in local, state, or national professional and academic associations; preparing scholarly exhibits; completing coursework that enhances a librarian's professional life. Because much work in the library profession is done collaboratively, cooperative projects to which a librarian makes substantial contributions are also valued.

A librarian's choices among these activities will vary according to their professional specialties, academic background, and intellectual interests. However, all librarians should demonstrate a continuing pattern of development, and individual activities should provide evidence of one or more of the following: original and/or analytical thinking beyond normal job requirements; the mastery of a new skill or approach to an issue; intellectual rigor; professional commitment; a substantial contribution to the profession.

### **3. Department, College and Community Service**

Service to the library department, the College, and the community is valued as an extension of a librarian's role beyond their normal professional focus. It also reflects the fact that, as faculty members, librarians are members of a wider community and have important kinds of experience and perspectives to contribute to that community.

To a certain extent, the individual roles and responsibilities of all professional librarians already reflect the fundamental service orientation of the library itself. For example, librarians are often required to work on projects, committees and task groups where their participation is rendered as a component of their primary job responsibilities, and for which the goal cannot be achieved or implemented without their presence and expertise. These particular types of service activities are considered professional expectations and will be evaluated in the context of the librarian's primary professional responsibilities within Criterion B.1 above.

Service to the department, College, and community, on the other hand, embodies activities where a librarian's participation, while potentially related to their primary responsibilities, is not a focus of their normal role within the library organization. This type of service may be instigated through an administrative appointment or by the librarian's own volunteer efforts. Service in this category includes participation in wider library planning efforts; serving on search or reappointment committees; contributing to the College or community committees, councils, task groups, and programs; representing Union College in the media or at other educational institutions; other similar activities.

## **II. REVIEW PROCEDURES**

### **A. Introduction**

Regular feedback and communication are essential parts of the evaluation system and are expected of all concerned.

Mentoring may be particularly important during a librarian's first six years at Union. Librarians new to Union are strongly encouraged to seek a mentor among the librarians who have passed a sixth-year review at the College. A candidate is advised to seek information about the review process and expectations for third- and sixth-year reviews from their immediate supervisor.

Library faculty are entitled to stop the review clock, with or without taking a full or partial leave of absence, if the faculty member has substantial responsibility for the care of a new-born or newly adopted child. Consideration for review may be delayed for up to one year per birth or adoption, but may not exceed two one-year extensions of the probationary period. Such arrangements must be made within one year of the birth or adoption for each child, in consultation with the Dean of the Faculty, and will be confirmed in writing by the Dean of the Faculty to the library faculty member and the College Librarian. A request to stop the review clock cannot be made within 6 months prior to the review.

All librarians, whether they are being formally reviewed or not, are required to submit an annual Library Faculty Activity Sheet. These documents will furnish an important and accurate record of performance and accomplishment to inform the process of third and sixth year review as well as promotion to the rank of Librarian.

### **B. First Three-Year Appointment**

1. Librarians new to Union are normally hired at the rank of Assistant Librarian I with an appointment of approximately three years that typically ends with the College fiscal year. The first year of hire is a probationary year managed by the immediate supervisor.
2. Librarians hired on an interim basis will be evaluated on a schedule similar to that for librarians in their first year, should the interim appointment be for a full year. Time worked in an interim appointment may or may not count towards a subsequent third-year or sixth-year anniversary review, should the librarian's appointment be extended. At the time a continuing appointment is made, the librarian, College Librarian, and Dean of the Faculty should establish how the time previously worked in the interim appointment is to be considered.

#### **3. First Year Review**

No later than two months before the first anniversary of the of the candidate's start date, the



immediate supervisor and the College Librarian will complete a review of the candidate based upon the candidate's overall performance for the time period.

If the evaluation results in a positive recommendation for continuation by the College Librarian, a developmental plan leading towards the third year review will be discussed among the candidate, the immediate supervisor, and the College Librarian, and the candidate will complete the next two years of the initial appointment.

If the evaluation results in a negative recommendation for continuation by the College Librarian, the candidate's appointment will be terminated upon completion of the probationary year.

#### 4. Third Year Review

By the third year, the candidate may go through a review for a subsequent three-year appointment and a promotion to Assistant Librarian II. The third-year review process will be initiated by a recommendation from the College Librarian to the Dean of the Faculty 9 months prior to the third anniversary of the candidate's hire. If the Dean of the Faculty concurs, they will then approve the formation of a 3rd Year Review Committee by eight months prior to the third anniversary. The Committee will conduct its work on a timetable set by the Dean, which will typically include: a four-week period for the Candidate to write a Personal Statement and compile other material to support the Committee's work (and during which the Committee members will be identified and appointed); and then a five-week period for the Committee to perform its review. These times are approximate guidelines that will be adjusted as necessary to accommodate breaks in the academic calendar and other circumstances that may dictate modest changes in the review schedule. The Dean of the Faculty acts on the recommendation of the College Librarian for initiation of reappointment reviews. If it is decided that there is to be no reappointment review and that a librarian will receive no reappointment after the expiration of their appointment, the librarian shall receive such notification no later than 12 months before expiration of the appointment. If such notification occurs less than 12 months before expiration of said appointment, the librarian in question will be entitled to an additional one-year terminal appointment.

The College Librarian, with input from the candidate, the immediate supervisor, and the Dean of the Faculty, will appoint a committee of three librarians to prepare an evaluation report. All three librarians must be at the rank of Associate Librarian or Librarian and one must be from outside the candidate's department. The College Librarian will also appoint a committee chair.

The candidate will submit to the committee a written *Personal Statement* which, in context of the evaluation criteria explained in section I, provides reviewers with a reflective and critical self-evaluation of the candidate's approach to the day-to-day tasks of their position and of the underlying philosophy and vision that inform the candidate's work, scholarship, and service. The candidate should also append examples of work in each evaluation category—including all products of professional development and scholarship since the initial appointment—which the candidate considers illustrative of achievement in those areas. Although the *Personal Statement* is primarily

intended to be a thoughtful assessment of how and why the candidate's contributions to the library and the College are important, and not a simple register of accomplishments, the candidate should use at least some of the examples appended as an opportunity to discuss how the candidate's ideas about their professional role, development and service are brought to fruition.

The committee will review the candidate's *Statement* and examples as well as any previous evaluations and Library Faculty Activity Sheets on file. It will normally conduct interviews of all professional library staff except the College Librarian. The College Librarian, in writing, will either provide the committee non-evaluative, factual information that supplements or augments information submitted by the candidate or will indicate that no additional information is available from the College Librarian relevant to the Committee's responsibility.

The committee will advertise in College publications asking for input from other College faculty, administrators, and students. Other library staff will also be invited but not required to provide input to the committee. The quality of the candidate's job performance and service to the College (as outlined below) are major considerations, of which the first is of paramount importance. The candidate should be judged by the prevailing Schaffer Library standards and currently accepted standards of the relevant professional groups. Accordingly, the candidate's qualifications in the primary responsibility area and in professional development / scholarship should normally be excellent in one of the categories and very good in the other. The candidate is expected to have been actively involved in areas of college service.

Upon completion of the interviews and the initial review of materials, the committee will give the candidate a list of any questions that have arisen during the course of the review and meet with the candidate to discuss them. The candidate will also be requested to respond to such questions in writing.

The committee will then draft a report including a) a Methodology Section with a description of its procedures, b) its assessment of the candidate's professional performance in meeting the evaluation criteria, c) its recommendation regarding the candidate's reappointment. The committee will submit its report with all evaluation materials to the College Librarian. A copy of the Methodology Section, a list of all materials used by the Committee in its work and the Committee's recommendation regarding the candidate's reappointment will be given to the candidate at this time. Confidential documents in the materials list shall be identified only as to their nature (e.g., "testimony of an interviewee").

The candidate may submit to the College Librarian a written response to the report within five business days of receiving it. The candidate may also, upon request, meet with the College Librarian within five business days to discuss the methodology section.

If the evaluation results in a positive determination for reappointment, the candidate will be offered a three-year appointment, and will be promoted to the rank of Assistant Librarian II. The College Librarian, in consultation with the candidate's immediate supervisor, will provide the candidate

with a letter summarizing identified weaknesses that should be addressed by the candidate before the 6th Year Review.

### **C. Second Three-Year Appointment**

By the sixth year, the candidate must go through a review for promotion to Associate Librarian or accept a seventh-year terminal appointment.

The sixth-year review will be initiated by a recommendation from the College Librarian to the Dean of the Faculty ten months prior to the sixth anniversary of the candidate's hire. If the Dean of the Faculty concurs, they will then approve the formation of a 6<sup>th</sup> Year Review Committee by nine months prior to the sixth anniversary. The Committee will conduct its work on a timetable set by the Dean, which will typically include: a five-week period for the Candidate to write a Personal Statement and compile other material to support the Committee's work (and during which the Committee members will be identified and appointed); and then an 11-week period for the Committee to perform its review. These times are approximate guidelines that will be adjusted as necessary to accommodate breaks in the academic calendar and other circumstances that may dictate modest changes in review schedule.

The College Librarian, with input from the Dean of the Faculty and the candidate, will appoint a committee to prepare an evaluation report. The committee will consist of four individuals: a) three librarians at the rank of Associate Librarian or Librarian, at least one of whom must be from outside the candidate's department; b) a tenured faculty member from outside the library. The College Librarian will also appoint a committee chair.

The candidate will submit to the committee a written *Personal Statement* with examples as in year three.

The committee will review the candidate's *Statement* and examples as well as any previous evaluations and Library Faculty Activity Sheets on file.

The committee will invite, with input from the candidate and the College Librarian, a senior librarian from another academic institution who is qualified in the candidate's area of specialty to come to campus to conduct a one-day, on-site review of the candidate's general professional expertise in the specialty area. Within a week after their visit, the outside reviewer will submit to the committee a confidential written report, up to three pages in length, of their observations and assessment.

The committee will also obtain from the candidate a list of other professional colleagues outside Union College who have knowledge of the candidate's work and will solicit their input. It will normally conduct interviews of all professional library staff except the College Librarian. The College Librarian, in writing, will either provide the committee non-evaluative, factual information that supplements or augments information submitted by the candidate or will indicate that no additional information is available from the College Librarian relevant to the Committee's responsibility.

The committee will advertise in College publications asking for input from other College faculty,

administrators, and students. Other library staff will also be invited but not required to provide input to the committee. The quality of the candidate's job performance and service to the College (as outlined below) are major considerations, of which the first is of paramount importance. The candidate should be judged by the prevailing Schaffer Library standards and currently accepted standards of the relevant professional groups. Accordingly, the candidate's qualifications in the primary responsibility area and in professional development / scholarship should normally be excellent in one of the categories and very good in the other. The candidate is expected to have been actively involved in areas of college service.

Upon completion of the interviews and the initial review of materials, the committee will give the candidate a list of any questions that have arisen during the course of the review and meet with the candidate to discuss them. The candidate will also be requested to respond to such questions in writing.

The committee will then draft a report including a) a Methodology Section with a description of its procedures, b) its assessment of the candidate's professional performance in meeting the evaluation criteria, c) its recommendation regarding the candidate's reappointment. The committee will submit its report with all evaluation materials to the College Librarian. A copy of the Methodology Section, a list of all materials used by the Committee in its work and the Committee's recommendation regarding the candidate's reappointment will be given to the candidate at this time. Confidential documents in the materials list shall be identified only as to their nature (e.g., "testimony of an interviewee").

The candidate may submit to the College Librarian a written response to the report within five business days of receiving it. The candidate may also, upon request, meet with the College Librarian within five business days to discuss the report.

If the evaluation results in a positive determination for reappointment, the candidate will be offered a continuous appointment, and will be promoted to the rank of Associate Librarian.

#### **D. The Role of the College Librarian and the Dean of the Faculty in 3<sup>rd</sup> and 6<sup>th</sup> Year Reviews**

After a 3<sup>rd</sup> or 6<sup>th</sup> Year Review Committee has submitted its report to the College Librarian, this process shall be followed by the College Librarian and the Dean of the Faculty in making their determinations and affording due process to the candidate in the case of negative determinations.

If the Committee's evaluation results in a negative recommendation for reappointment, within five business days the candidate may also request that the Dean of the Faculty conduct a Procedural Review of the Methodology Section of the Committee's Report, specifying objections to the procedures that were followed. The Dean will notify all parties in writing of their determination. If a procedural error is detected, the Dean will direct the Committee to rectify the problem and issue a revised report which must be completed and submitted to the College Librarian and the candidate

within a reasonable time period, preferably 30 days.

The College Librarian will review the report (or the revised report if the Dean has directed that one

be done) and all evaluation materials and may meet with either the candidate or the evaluation committee or both. The College Librarian will then make a recommendation, applying the review criteria laid out in Section 1, to the Dean of the Faculty regarding reappointment. The College Librarian will forward all evaluation materials to the Dean, and will inform the candidate of their recommendation according to one of the two procedures below.

- a. If the recommendations of the Committee and the College Librarian are either both positive or both negative, or if the Committee’s recommendation is negative but the College Librarian’s recommendation is positive, the College Librarian will send, within 10 business days, their written recommendation for reappointment to the Dean of the Faculty along with the committee report, the candidate’s evaluation materials, and any written responses from the candidate. Within the same time period, the candidate will be given the College Librarian’s written recommendation for reappointment without the evaluation file.
- b. If the Committee’s report results in a positive recommendation but the College Librarian makes a negative recommendation, the College Librarian will inform the Dean as well as the candidate in writing within 10 business days but will not yet send the full evaluation file to the Dean. Within an additional period of 5 business days the candidate may request that the Dean of the Faculty conduct a Procedural Review of the Methodology Section of the Committee’s Report and/or the subsequent procedures followed by the College Librarian, specifying objections to the procedures that were followed. The Dean will notify all parties in writing of their determination. If a procedural error is detected, the Dean will direct the Committee and/or the College Librarian to rectify the problem within a reasonable time period, preferably 30 days. Once the Procedural Review has been either been completed or the time for requesting one has passed, all evaluation materials, including any revisions, are forwarded to the Dean for examination.

The Dean of the Faculty will make a final determination regarding reappointment and inform the candidate of the determination.

If the Dean’s evaluation results in a negative determination for reappointment, the candidate will be offered a one year terminal appointment.

If the College Librarian’s recommendation for reappointment is positive but the Dean’s is negative, the Dean will also provide the candidate with an explanation of their reasons for not accepting the College Librarian’s recommendation.

### **E. Annual Library Faculty Activity Sheets and Work Plans**

After the sixth year, the candidate will submit Annual Library Faculty Activity Sheets and Work Plans to be reviewed and approved by their immediate supervisor. These documents will furnish an important and accurate record of performance and accomplishment to inform promotion to the rank of Librarian.

### **III. PROCEDURES FOR PROMOTION TO LIBRARIAN**

#### **A. Eligibility**

Associate Librarians at Schaffer Library are ordinarily eligible for promotion to the rank of Librarian if they have completed at least ten years of professional experience, including a minimum of five years at the rank of Associate Librarian at Union College.

#### **B. Nominations**

A candidate for promotion to Librarian may be nominated by any of the following:

- i. The Dean of Faculty / Vice President for Academic Affairs
- ii. The College Librarian
- iii. The librarian themselves
- iv. At least two librarians who have attained the rank of Librarian.

Nominations should include a summary of the factors that prompt the nomination and be submitted to the College Librarian by October 1 in the fall term of each academic year. Within a week, the College Librarian will inform all nominees that they are candidates for promotion. Candidates will be given two weeks thereafter to indicate to the director that they wish to proceed with the nomination process. Should candidates fail to indicate their desire to proceed at that time or to submit a promotion portfolio by the deadline given in section E below, they will not be considered for promotion during that academic year and will need to be re-nominated in order to be considered for promotion in a subsequent year.

#### **C. Criteria for Promotion**

Promotion to the rank of Librarian is awarded in recognition of a sustained contribution to the educational programs of the College, demonstrated competence and achievement within the profession, and continued service to the campus community. Primary emphasis will be placed on achievements since the completion of the sixth year review. Promotion typically requires all of the following:

- i. Sustained excellence in the candidate's performance as a librarian including demonstrated capacity for independent planning and action.
- ii. Sustained professional development and scholarship as recognized by the profession, including but not limited to achievement in areas such as: lecturing; consulting; presenting at conferences; publishing in professional journals, monographs, or online sources; reviewing and obtaining grants; participating visibly and effectively in local, state, or national professional and academic associations; preparing scholarly exhibits.
- iii. Sustained service to the College.



### **D. Promotion Committee Membership**

At the beginning of the academic year those librarians who have attained the rank of Librarian shall constitute the promotion committee. If at least two such librarians are not available, the Dean of Faculty will appoint, as needed, one or two faculty members from Division I who have attained the rank of full Professor to serve on the committee.

### **E. Procedures for Determining Promotion**

Candidates who have been nominated for promotion and have indicated their desire to proceed by the deadline in the fall term will submit to the College Librarian a supporting portfolio by January 15 of the winter term following their nomination. The College Librarian will forward the portfolio to the promotion committee. The portfolio should include the following information:

- i. A current curriculum vita complete from the first date of hire.
- ii. Publications and/or presentations since the candidate's appointment at the rank of Associate Librarian: full text of all, or summaries and descriptions when full text is not practical (for example for poster sessions); include here all reviews and literature reviews.
- iii. Other scholarly or professional work since the candidate's appointment at the rank of Associate Librarian: grant applications, awards, recognition, products reflecting professional activities.
- iv. Teaching/training activities for students, faculty, staff, or outside groups of any kind since the candidate's appointment at the rank of Associate Librarian.
- v. Copies of Faculty Activity Sheets and any performance reviews since the candidate's appointment at the rank of Associate Librarian.
- vi. Committee and workgroup activities in the library as well as on the campus: list all, with outcomes or products, with an explanation of the candidate's role, since the candidate's appointment at the rank of Associate Librarian.
- vii. Research, service, and professional development and performance statement.

After reviewing the portfolio, the promotion committee will send it and an accompanying positive or negative recommendation with a letter of explanation to the College Librarian no later than the start of the spring term. After receiving the recommendation and portfolio from the committee, the College Librarian will submit their own recommendation to the Dean of Faculty / Vice President for Academic Affairs, who will determine the final outcome.

If the review results in a positive decision, the candidate will be promoted to the rank of Librarian with the accompanying benefits. In the case of a negative decision by the Dean of Faculty, they will write a letter of explanation and offer to meet with the candidate to discuss the decision. A librarian who has been denied promotion may re-nominate themselves, or be re-nominated by any of those named in section B above, no sooner than three years from date of the original nomination.