APPENDIX 1

ACADEMIC FREEDOM AND TENURE

AAUP, AAC

1940 Statement of Principles

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher\(^1\) or the institution as a whole. The common good depends upon the free search for truth and its true exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extra-mural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

ACADEMIC FREEDOM

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an

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\(^1\) The word “teacher” as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.
officer of an education institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a means of learning and an education officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ACADEMIC TENURE

a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment or the dismissal for cause of a teacher previous to the expiration of a term appointment should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions.
Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

INTERPRETATIONS

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed upon:

1. That its operation should not be retroactive.

2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.

3. If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a)(4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.
APPENDIX 2

CONSTITUTION AND BYLAWS OF THE
FORDHAM UNIVERSITY FACULTY SENATE

ARTICLE I

A. Objects and Purposes

The objects and purpose of the Fordham University Faculty Senate shall be:

(a) To promote the best interest of Fordham University;

(b) To create a closer liaison between the members of the faculty and the Administrative officers;

(c) To develop greater cooperation and closer cultural and educational exchange among the faculties of the schools of the University;

(d) To serve as an advisory body to the President of the University;

(e) To initiate recommendations on policy to the President of the University.

B. Powers, Rights and Duties of the Faculty Senate

(a) The Senate shall have the right and duty to advise the President and Trustees of the University and to initiate recommendations in all areas of University activity.

(b) The Senate shall deal directly with the President of the University and to this end the President of the Senate shall have the right to confer with the President of the University within a reasonable time after a request for such a meeting.

ARTICLE II
Composition

The Fordham University Faculty Senate shall regularly consist of twenty-five (25) members to be elected as provided in Article VI and apportioned as follows:

(a) Members of the Liberal Arts Faculty shall elect twelve (12) members representing District One (Rose Hill) and four (4) members representing District Two (Lincoln Center).

(b) Members of the Liberal Arts Faculty may enroll, for the entire academic year, as voters/candidates at the start of each academic year in either Election District. They shall continue as enrollees of that District until they choose to enroll in the other District, at the start of a subsequent academic year.

(c) Members of the Faculty of Business shall elect three (3) members.

(d) Members of the Faculties of the School of Law, the Graduate School of Social Service and the Graduate School of Education shall each elect two (2) members.

(e) If a faculty member teaches in more than one School or Faculty, that faculty member must choose one of those Schools or Faculties wherein to cast ballots or be candidate at the start of each academic year. The chosen status shall remain in effect until changed at the start of a subsequent academic year.

ARTICLE III

Officers

(a) The officers of the Fordham University Faculty Senate shall consist of an honorary president, president, vice president and secretary.

(b) The honorary president shall at all times be the President of Fordham University. The President of the university may submit matters to the Senate for its consideration and recommendation. He may also call
meetings as set forth in Article VI. He, or any officer of the University whom he designates, may attend any meetings of the Senate.

(c) The president of the Senate shall preside at and conduct the meetings of the Senate. The vice president shall exercise all the powers and duties of the president in the president's absence. The secretary shall keep the minutes of all the meetings of the Senate, shall maintain the rolls of the members and shall send out all notices of meetings.

(d) The term of office of the president, vice president and secretary shall be one (1) year. Each shall be eligible for not more than two consecutive re-elections to his office.

(e) Officers of the Senate shall be elected by the Senate from its members at a meeting to take place in the month of May.

(f) The President, Vice President and Secretary shall vote as members at Senate meetings.

ARTICLE IV

Elections

(a) All members of the full-time Fordham University faculty who have served for a minimum of one academic year shall have the right to vote for members of the Senate. Such faculty members retain the right to vote until fully retired.

(b) Election to the Senate shall be limited to voting faculty members in the professorial rank of Assistant, Associate or full Professor.

(c) Eligible faculty members on authorized leave of absence may vote but will not be eligible for election unless they are returning to the University in the year they are to begin the term of office.

(d) If a vacancy occurs in the Senate, the President of the Senate shall:
i) As promptly as is practicable, fill such vacancy by certifying as elected thereto the qualified candidate who accepts such certification who secured the next highest number of votes in the last Senate election in the faculty or school which elected the member whose seat is vacant.

ii) If the vacancy is not filled as provided in subparagraph (i) the President shall cause to be held a special election by the faculty or school which elected the member to be replaced.

iii) Senators filling vacancies pursuant to this Article shall serve out the term of the member whose vacancy is thus filled.

(e) Senators shall be elected for the term of two years.

(f) Elections shall take place in April of each year. In January preceding the election, the President of the Senate shall appoint an election committee. The election committee may recommend to the Senate the procedure for the distribution and return of nominating ballots and election ballots. Any recommendations approved by the Senate shall take effect beginning with the election in the subsequent academic year. Said committee shall cause a nominating ballot to be sent eligible faculty members on or before February 15. Eligible faculty members shall be instructed that they shall make only one nomination for each vacancy for which they are eligible to nominate and that the nominating ballot must be returned and received no later than February 28. Those deemed nominated shall be a number twice as large as the number of vacancies, and those who receive the highest number of nominations except in the event of a tie in which case all of those tied shall be deemed nominated.

When the election committee receives the nominating ballot, it shall cause to be prepared the necessary election ballots which shall be sent to eligible faculty members in ample time to permit the vote to be cast in April and to be returned on or before April 15. Only votes received on or before April 15 shall be considered. Each faculty member shall vote for each office for which he is eligible to vote and the one of those receiving the highest number of votes for the office or offices vacant shall be deemed elected.

The election committee shall conduct the nominations and elections in such a way that the votes are anonymous and yet employ adequate safeguards to insure that only those eligible have voted.
The results of the election should be made public before the end of April.

ARTICLE V Committees

The committees of the Senate shall be appointed by the Senate and shall have whatever powers and duties are prescribed by that body. All members of the Fordham faculty are eligible for appointment to committees.

ARTICLE VI

Meetings

(a) In addition to the meeting of the Senate in May, the Senate shall meet at least once during each semester, fall and spring. Meetings shall be called by the president of the Senate.

(b) Special meetings may be called by the presentation of a petition signed by six (6) members of the Senate or may be called by the President of the University.

(c) Each member of the Senate shall be notified in writing by the secretary of any meeting not less than five days before the date thereof.

(d) A majority of the Senate shall constitute a quorum at all regular and special meetings.

(e) All action taken by the Senate shall be made by a majority vote of those present and voting. A minority recommendation shall be made if at least one member of the Senate so desires.

ARTICLE VII

Amendments
This Constitution may be amended as follows:

(a) A majority of the Senate at any regular or special meeting may propose an amendment in writing;

(b) Ten percent (10%) of the full-time members of the faculty may propose at any time an amendment in writing to the Senate which shall submit it to the faculty for action;

(c) In either case, the amendment shall not become effective unless it is submitted in writing to the faculty of the University eligible to vote for senate members and approved by a vote of a majority of those eligible to vote.

ARTICLE VIII

Rules of Order

On all matters not specifically covered in this Constitution, Robert's Rules of Order shall govern.

ARTICLE IX

Effective Date

This Constitution shall be in full force and effect upon the date of its approval by a vote of a majority of the full-time faculty members voting in May 1965. All full-time faculty members, regardless of rank, are eligible to vote upon the adoption of this Constitution. In the event of the approval of the Constitution, the first Senate will be elected in May 1965.
BY-LAWS OF THE FORDHAM UNIVERSITY FACULTY SENATE

ARTICLE I

Purpose

These bylaws are designed to implement and supplement the Constitution of the Fordham University Faculty Senate.

ARTICLE II

Nomination and Election of Officers

Section 1 - The order of nomination and election shall be: President, Vice President and Secretary.

Section 2 - Only those Senators present at the meeting shall be eligible to nominate and vote.

Section 3 - Nominations shall be made viva voce. Any number of nominations may be made for any position provided that the nomination is seconded.

Section 4 - Election shall be by secret written ballot. A majority of all the votes cast for a particular office shall be necessary to elect. If a majority is not achieved upon the first ballot, there shall be a run-off between the two candidates receiving the most votes.

Section 5 - The President or the presiding officer pro tern shall appoint two Senators to act as Tellers and one to act as Recorder. One of the Tellers shall read aloud the name written on the ballot and pass it to the other for confirmation. The Recorder shall tally the same and the result thereof shall be announced by the presiding officer. All of this shall take place in full view of the Senate.

Section 6 - A vacancy in an elective office shall be filled at a special election to be held after reasonable notice to the Senators. The procedure shall be the same as a regular election. One who already occupies office is eligible to run for the vacated office and should he succeed, his office shall in turn be filled at the same meeting.
ARTICLE III

Agenda

Section 1 - The following shall form part of the order of business at meetings of the Senate:

1. Call to Order
2. Prayer
3. Reading of Minutes of Previous Meeting
4. Matters Presented by the President of the University
5. Reading of Important Communications
6. Report of Committees
7. Special Order of Business
8. Unfinished Business
9. New Business
10. Prayer

At any meeting this order may be dispensed with by a majority vote of the Senators present and voting.

Section 2 - No meeting of the Senate shall extend for more than three hours from the time it is called to order by the presiding officer, unless a motion to extend the meeting is approved by two-thirds of the Senators present and voting, provided a quorum is present (9/26/72).

Section 3 - When the President of the University requests a favorable recommendation of tenure by the Faculty Senate under University Statutes §4-05.04(g)(2)(A), the Senate will act on the following premises:
(a) The function of the Senate is to review the recommendation of the original tenure committee. (The first sentence of this subdivision shall not preclude the Senate from requesting whatever documentation, testimony or other information it requires for the proper disposition of the case.)

(b) The burden of proof lies upon the President to show that the recommendation of the tenure committee was arbitrary, unreasonable or not in the best interest of the University (2/18/77).

ARTICLE IV

Committees

Section 1 - There shall be three kinds of senate committees:

(1) An Executive Committee;

(2) Standing Committees;

(3) Special Committees.

The Executive Committee and all standing committees shall meet as directed by the Faculty Senate, or as determined necessary by the committees themselves or their chairmen, but no less than once a year; the meeting shall be conducted according to orderly procedure, records of deliberations shall be kept, and all reports shall be made to the Faculty Senate as often as required, but at least once annually. Copies of all reports, final and accepted by the Senate shall be filed with the Secretary of the Senate and shall be available for inspection by members of the faculty and the administrative staff of the University.

Section 2 - Except as otherwise provided, all members of all committees shall be appointed by the President of the Senate with the consent of the Senate, and the number, charge and composition of the standing and special committees shall be determined in the same way.

Section 3 - The members of the Executive Committee shall be appointed at the May meeting in which officers are elected by the President with the consent of the majority of Senators present. Members of the Executive Committee shall be appointed for one year and no member of the Executive Committee shall be appointed for more
than three successive terms except when he is a member ex officio as hereinafter provided.

Section 4 - The Executive Committee shall consist of five members, two appointed as previously provided and the officers of the Senate ex officio shall be the remaining members.

Section 5 - The Executive Committee shall:

(a) arrange the agenda for senate meetings, and shall serve as the channel through which any member of the Senate may introduce matters for the consideration of the Senate. It shall include in the agenda for any meeting any matters requested by the President or 20% of the members of the Senate;

(b) receive reports and communications prepared by or in any college, school or division of the University which may be of concern or interest to any other college, school or division, or the faculty, or the Faculty Senate;

(c) act on behalf of the Senate on matters requiring immediate action when it is not possible to call a special meeting of the Senate, such action to be reported to the Senate for confirmation at its next regular meeting;

(d) act as a liaison committee with the President of the University.

Section 6 - There shall be the following Standing Committees: Constitution and Bylaws, Election, and Faculty Handbook. (2/18/72)

ARTICLE V

Election of Senators

In the election of Senators, the ballots shall be opened and counted by a majority of the Election Committee not earlier than the third day after the day on which the ballots are returnable. Ballots are to be considered as returned if received or postmarked by the due date but ballots that are, for whatever reason, received after the counting day will be invalid (9/26/72).

ARTICLE VI
Amendments

Section 1 - These bylaws may be amended at any regular or special meeting by a majority vote of the senators present and voting provided that notice of the proposed amendment shall have been included in the notice or call of the meeting in question.

Section 2 - An amendment to these bylaws shall be in full force and effect upon the date of its approval in accordance with Section 1.

ARTICLE VII

Rules of Order

On all matters not specifically covered in these bylaws, Robert's Rules of Order shall govern.
3 - 1 Normal periods of appointment to non-tenured faculty positions are as follows:

(a) Professor: Distinguished Professor:

Probationary period - 1 to 7 years or Schedule of renewal(s) will be part of the initial contract [see §4-05.02(e)].

(b) Associate Professor:

Initial period of appointment - 2 or 3 years.
Renewals - normally 2 years; Final renewal – normally 1 or 2 years up to end of probationary period.

Law Faculty Renewals - normally 2 years; Final Renewal- normally 1 or 2 years up to end of probationary period. Faculty may elect to be considered for tenure in either their 5th or 6th year assuming no credit for prior teaching.

(c) Assistant Professor:

Initial period of appointment - 2 or 3 years.
Renewals - normally 2 years; Final Renewal – normally 1 or 2 years up to end of probationary period.

Note: In cases where an Instructor is promoted to Assistant Professor during the term of an existing contract, any new contract shall take effect after the completion of the existing contract.

(d) Instructor (with tenure track contract):

Initial period of appointment - 1 or 2 years.
Renewal - 1 or 2 years up to a maximum of 5 years.
3 - 2 Normal periods of appointment to instructional staff positions are as follows:

(a) University Professor: See Statutes §4-05.06

(b) Visiting Professor:
Distinguished Visiting Professor:
Visiting Associate Professor:
Appointment – 1 year may be renewed twice for a maximum of three years.

(c) Research Professor:
Research Associate Professor:
Appointment - as specified in Article 4, Chapter 2.

(d) Distinguished Lecturer:
Lecturer:
Appointment - 1 or 2 years, renewable.

(e) Adjunct Faculty:
Appointment – each semester, renewable.

(f) Teaching Fellows:
Graduate Assistants:
Appointment - for a period not to exceed one year, renewable.

(g) Clinical Professors:
Clinical Associate Professor:
Appointments are made for fixed terms, not to exceed 5 years.

(h) Clinical Assistant Professors:
Clinical Instructors:
Appointments are made for fixed terms, not to exceed 3 years.

Revised January 2009
APPENDIX 3b

EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION

NONDISCRIMINATION

Fordham University is an academic institution that in matters of employment complies with federal, state, and local employment discrimination laws and does not discriminate on the basis of race, color, creed, religion, age, gender, sex, national origin, marital status, sexual orientation, sexual preference, citizenship, alienage status, veteran status, disability, genetic information, status as a victim of domestic violence or any other basis prohibited by law.

AFFIRMATIVE ACTION PROGRAM

The University’s Affirmative Action Program provides the means to recruit, employ, and promote women and other under-represented minorities in the interest of attaining workplace diversity. The Director of Equity and Equal Opportunity is available to all members of the Fordham community for consultation, training, and development of those methods and initiatives that advance a more diversified workforce, and ensure nondiscrimination, access to equal employment opportunities, and fair treatment of individuals. It is the responsibility of the Director of Equity and Equal Opportunity to monitor and report regularly on the University’s efforts to achieve diversity and compliance with all laws pertaining to nondiscrimination. In addition, the Director of Equity and Equal Opportunity is a designated contact person for complaints alleging workplace discrimination, including complaints of sexual harassment.

Revised August 26, 2009
APPENDIX 3c

FACULTY PERSONNEL PROCEDURAL CALENDAR

PART I: CALENDAR

September 1  First day of contract year for faculty
September 15  Applications for faculty fellowships to be sent to
               Chairs/Deans from faculty members
October 1  Applications for contract renewal (2nd year of initial two-year contract) to Chairs/Deans from faculty members
October 1  Applications for fellowships to Deans from Chairs (for Arts & Sciences departments and Business faculty areas)
October 15  Applications for promotion to Chairs/Deans from faculty members
October 15  Applications for faculty fellowships to Vice President for Academic Affairs from Deans
November 1  Applications for contract renewal (2nd year of two-year Contract) to Deans from Chairs (for Arts & Sciences departments & Business areas)
November 1  Departments/Faculty submit merit norms to Senate Office, Deans and Vice President for Academic Affairs
November 15  Applications for contract renewal (2nd year of initial two-year contract) to Vice President for Academic Affairs from Deans
December 1  Applications for promotion to Deans from Chairs (for Arts and Sciences departments and Business faculty areas)
December 1  Applications for contract renewal (one-year contract with less than one year to termination) due to Chairs/Deans from faculty members
December 15  Applications for promotion to Vice President for Academic Affairs from Deans
December 15  Faculty members notified of contract renewal decisions (2nd year of initial two-year contract) by Vice President for Academic Affairs

December 15  Faculty members notified of faculty fellowship decisions by Vice President for Academic Affairs

January 1  Applications for contract renewal (one-year contract with less than one year to termination) due to Dean from Chairs (for Arts & Sciences departments and Business faculty areas)

January 15  Applications for tenure due to Chairs/Deans from faculty members

January 15  Applications for contract renewal (one-year contract with less than one-year to termination) due to Vice President for Academic Affairs from Deans

January 15  Applications from faculty member for research grants to Research Council

February 1  Last day to withdraw from Summer Session commitment [see §4-05.02(f)]

February 1  Faculty activity reports (with merit applications where required) due to Chairs/Deans and Vice President for Academic Affairs

February 15  Faculty members notified of promotion decisions by Vice President for Academic Affairs

February 15  Faculty members notified of contract renewal (one-year contract with less than one-year to termination) by Vice President for Academic Affairs

February 15  Applications for contract renewal (after two years or initial three-year contract) to Chairs/Deans from faculty members

March 1  Applications for tenure due to Deans from Chairs (for Art and Sciences departments and Business faculty areas)

March 15  Applications for tenure due to Vice President for Academic Affairs from Deans
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<th>Month</th>
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<tr>
<td>March</td>
<td>31</td>
<td>Department/Faculty merit committees submit recommendations to Deans</td>
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<tr>
<td>April</td>
<td>1</td>
<td>Recommendations for appointments of Chairs and Directors to Deans</td>
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<td>April</td>
<td>1</td>
<td>Applications for contract renewal (after two years or initial three-year contracts) to Dean from Chairs (for Arts &amp; Sciences departments and Business faculty areas).</td>
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<td>April</td>
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<td>Recommendations for appointment of Chairs and Directors to Vice President for Academic Affairs</td>
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<td>Recommendations for emeritus status due to Deans and Vice President for Academic Affairs</td>
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<td>April</td>
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<td>Applications for contract renewal (after two years or initial three-year contract) due to Vice President for Academic Affairs</td>
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<td>May</td>
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<td>Faculty merit decisions to Chairs/Deans from Vice President for Academic Affairs</td>
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<td>Faculty members notified of tenure decisions by Vice President for Academic Affairs</td>
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<td>Faculty members notify Chairs/Deans of their plans to apply for promotion October 15</td>
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<tr>
<td>May</td>
<td>15</td>
<td>Faculty members (after two years or initial three-year contracts) notified of contract renewal decisions by Vice President for Academic Affairs</td>
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<td>June</td>
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<td>Faculty members notified by Vice President for Academic Affairs of following year’s salary (including merit increments)</td>
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<td>June</td>
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<td>Notification of appointments of Chairs and Directors</td>
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<td>August</td>
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<td>Last day of contract year for faculty</td>
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Specified:

**Grievances:** Must be filed within 90 days of notification of action grieved. See relevant sections of Statutes.

**Academic Year:** For contract purposes, September 1 to August 31, unless otherwise specified. [see §4-05.02(b)]. For purposes of retirement, the academic year ends June 30 [see §4-05.07]. Actual dates of service for faculty members may vary depending on the academic calendar of the School to which the faculty member is appointed (see Academic Calendar of each School).

**Changes in Payroll Options and Fringe Benefit Options:** Contact Human Resources Office and Payroll Office by dates specified in notices from those offices.
APPENDIX 3d

PROCEDURES FOR FACULTY MEETINGS

Unless superseded by the University Statutes, the following basic rules of procedure should be followed in the operation of faculty meetings and committees. Academic units are not free to dispense with these rules, but can adopt more stringent rules. It is expected that meetings will be conducted in an orderly fashion, with due regard for the rights of all participants. In particular, care should be taken that:

1. In addition to the usual procedures for calling a meeting by the chairpersons, there should be clearly stated procedures for calling a meeting by a representative faculty group.

2. Normally agenda and committee reports should be published before the meeting.

3. There should be clear procedures for faculty input into the agenda of the meetings.

4. There should be provisions for minority reports from schools, divisions, departments, areas, or individuals.

5. There should be provision for putting issues to a vote during a meeting if a member desires it.

6. Minutes of meetings should normally be taken, approved, and published.

[This statement is a Resolution adopted by the Faculty Senate on April 13, 2007].
APPENDIX 3e

FACULTY DEVELOPMENT

1. Each faculty unit (school or department) will draft or review a statement of procedures and standards for re-appointment, tenure, and promotion, including appointments of current faculty to endowed or named professorships, for use in this unit. This statement will be approved by vote of the faculty of that unit by November 1st of each year. The unit will then file this statement with the Vice President for Academic Affairs, the Dean(s), and the Faculty Senate Office. If the Deans disagree with the statement or procedures and standards established by the Department or School, consultation and agreement between the Dean and the Department or School must occur by December 1. If no agreement is reached, the matter will be referred to the Executive Committee of the Faculty Senate for resolution. All statements generated by a particular faculty unit must be in accord with the University Statutes, whatever further specifications they provide regarding procedure or standards.

2. Once approved, the statement will be sent annually by the head of each unit to every member of that unit’s faculty. The statement should give a clear account of the unit’s procedures in personnel matters and should record the unit’s understanding of expectations in the areas of teaching, scholarship, and service, in order to provide a set of standards upon which questions of re-appointment, tenure, and promotion will be examined. It is intended that these statements will thus support and promote good policies and practices with regard to faculty development.

3. The standards that are in place at the time of original hiring will remain determinative for subsequent personnel decisions for a given individual through the time of a tenure decision, regardless of any changes that a department or academic unit may decide upon afterwards.

[Resolution adopted by Faculty Senate on April 7, 2007]
# APPENDIX 4

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PART II: Full-time Faculty Salary and Benefits Reports Sent to AAUP
APPENDIX 4

FACTOR SALARY AND BENEFITS

PART I: Salary and Benefit Provisions for Active and Retired Faculty

Section I: Salary And Benefits Provisions For Active University Faculty

The University faculty, as specified in the University Statutes [§4-01.02], consists of all distinguished professors, university professors, professors, associate professors, assistant professors who are tenured or have received tenure track appointments to an Arts and Sciences Department or to a Professional School Faculty, and instructors who have received tenure track appointments to an Arts and Sciences Department or to a Professional School Faculty. Visiting distinguished professors, professors, and associate professors are also members of the University Faculty to the extent provided in 4-02.10.

A-l Faculty Salary

(a) University faculty are paid bi-weekly. A faculty member can select to receive the contractual salary over a twelve-month or a ten-month period.

(b) On June 15 of each year, continuing faculty are informed of their salary for the next academic year. The Salary and Benefits Committee annually negotiates salary increments for continuing faculty with the Administration. The annual Salary and Benefits Report, which is reported to and approved by the Faculty Senate, specifies the across-the-board, merit, and promotion increments that are available to continuing faculty.

(c) In 1983, the Faculty Senate passed the following directive on norms for merit awards, with the understanding that each Department/School determine the weight assigned to teaching, research/publication and service. Merit increments are a portion of the annual faculty salary increase, which the Faculty Salary and Benefits Committee (or its counterpart in the Law School) sets aside to reward exceptional performance of duty. This committee recommends to the Senate on a yearly basis (1) whether or not to have merit increments and (2) the general procedures according to which merit increments will be awarded. Faculty eligible for merit increments include all full-time tenure track faculty including instructors on tenure track lines. Merit increments are intended to reflect actual meritorious performance and are not to be awarded alternately to different faculty members.

1. Faculty who wish to be considered for a merit increment shall attach to their annual Faculty Activity Report a letter indicating why they should be considered for a merit increment.

2. Faculty applying for a merit increment shall also submit an updated curriculum vitae.

3. Merit awards are given to faculty whose performance in one or more categories [teaching, service, research/publication] is outstanding in the past year and/or over the years. A good record of teaching, service and research over the years is presumed of all Fordham faculty. Merit awards are not automatically given for performance of ordinary faculty duties.
4. Most weight is given to actual publication, and not acceptance for publication, during the past twelve-month period.

5. Because merit increments are competitive, it will probably not be possible to award merit increments each year to all that may be eligible.

(d) Merit procedures:

1. Each faculty unit (School or Department) will select a committee on merit on a regular basis. Both tenured and non-tenured faculty will be eligible to serve on the merit committee.

2. Each faculty committee will draft or review a set of merit norms for its unit, which will be approved annually by vote of the faculty of that unit by November 1. The committee will then file these norms with the Vice President for Academic Affairs, the Dean (s), and the Faculty Senate Office. If the Deans disagree with the norms established by the Department or School, consultation and agreement between the Dean and the Department or School must occur by February 15. If no agreement is reached, the matter will be referred to the Executive Committee of the Faculty Senate.

   1. Each merit committee will review the materials of each member of its unit applying for merit, will compile a ranked list of those to receive merit, and will submit the list to its dean of Faculty by March 31. To enhance confidence in the integrity and fairness of the merit system, the merit committee will make the submitted lists available to the members of its unit.

   2. If the Deans wish to modify the submitted lists, they may do so only in accordance with the merit norms established by each unit. Any such modifications must be justified to the appropriate merit committee, first in writing and then in a meeting with the committee, during which the Deans and the committee members will reach a consensus about a final list. This meeting must take place by May 1. In the event that the Deans and the faculty committee cannot reach a consensus, the matter will be referred to the Executive Committee of the Faculty Senate, which will resolve the dispute as soon as possible but no later than September 30. The decision of the Executive Committee will be binding, excepting personal appeals by individual faculty members.

   3. By May 15, the Dean of the Arts and Sciences and Deans of the Professional Schools will make available to the Chair of each Department or Area the complete list of all faculty in that Department or Area who have been awarded merit. Once in possession of the list, Deans of Professional Schools and Chairs of Departments will make the final list available to their faculties.
4. Merit will be awarded to up to half of the faculty of the Arts and Sciences (not Departments) and half of the faculties in each of the Schools of Business, Education, and Social Service. The minimum award in such cases is $750. In special circumstances, a School may petition the Faculty Salary and Benefits Committee for permission to award merit to up to 60% of its faculty. Such a petition must be made on an annual basis, and, when granted, the amount of money allotted to that School for merit increments will not change.

5. Deadline Schedule for Merit Procedures

   November 1  Departments/Schools approve/submit merit norms

   February 15  When necessary, last date for consultation/agreement between Deans and Departments/Schools on submitted merit norms

   February 28  Executive Committee of the Senate adjudicates differences between Deans and Departments/Schools on submitted merit norms

   March 3  Merit committee's ranked lists to be submitted to the Dean of Faculty

   May 1  When necessary, Deans and merit committees meet

   May 15  A VP's office sends to Chairs and Deans the complete list of merit awards for the appropriate School/Department

   September 30  Executive Committee of Faculty Senate resolves outstanding disputes between merit committees and Deans

(e) In 1987, Fordham University made a commitment to achieving and maintaining a level of faculty compensation that places the University in the first quintile of Category I educational institutions, as designated by the AAUP.

(f) During the fall semester, each faculty member is contacted by the Office of Human Resources to establish whether the faculty member wishes to participate in a tax sheltered expense account for the next calendar year for [a] dependent care and/or [b] medical expenses. Funds contributed to a tax sheltered account that are not used during the designated calendar year are forfeited.
A-2 Summer Session

(a) Full-time faculty are given priority in teaching appointments for the Summer Session.

(b) Up to 40% of the courses offered during the Summer Session are contingent upon enrollment. When there is insufficient enrollment in a Summer Session course, faculty with a contingent contract will be paid less than the salary specified in (c) below.

(c) Summer Session salaries are 1/36 of a faculty member's salary per credit hour for the course taught, subject to the following salary caps:

1. For Professors, the salary cap is the average salary of professors for the current academic year minus 10% of this average.

2. For Associate Professors, the salary cap is the average salary of associate professors for the current academic year minus 5% of this average.

3. For Assistant Professors, the salary cap is the average salary of assistant professors for the current academic year minus 0.5% of this average.

(d) Summer Session salary for tutorials is equal to 1/3 of the tuition for each tutorial.

A-3 Social Security

Faculty receive Social Security coverage in accordance with the contribution formulae established by Federal Law.

A-4 Retirement Plans

(a) Eligibility

Except for Jesuits, all faculty, as defined above, are eligible to participate in the University Retirement Plan.

(b) Participation

1. University faculty may begin participation in the University retirement plan upon employment by the University.

2. Faculty are required, as a condition of employment, to begin participation in the Plan on the January 1 which coincides with or next follows the later of the completion of three years of service at the University, or the attainment of age 30.

3. Currently, Fordham faculty have a choice of three funding agents for their retirement plan: TIAA/CREF, Fidelity or Prudential.

(c) Contribution to the University Retirement Plan

1. The University's contribution to the retirement plan is based on the faculty member's base salary. Base salary is defined as annual contract salary, and does not include extra remuneration.

2. For full-time faculty who have less than five (5) years of service the University's contribution to the funding agent is 5% of the faculty member's base salary up to the FICA wage; 10% of base salary in excess of the FICA wage base is also contributed by the University subject to
the maximum compensation limitations under IRS regulations.
Note: In order to receive the University contribution, full-time faculty must contribute 5% from their base salary.

3. Faculty who have five (5) or more years of service have a University contribution of 11% of their base salary to the funding agent. The faculty member's contribution is 5% of the base salary to the funding agent. The faculty member's contribution is tax deferred.

(d) Payments to the Retirement Plan During a Leave of Absence

1. During a faculty fellowship and paid leave of absence, the University and faculty member shall continue contributions based upon the base salary during the fellowship or paid leave, provided faculty contributions continue.

2. During an unpaid leave of absence the University makes no retirement plan contribution.

(e) Vesting

The plan contributions of the faculty member and the University are vested immediately.

(f) Supplemental Retirement Annuities

In addition to the University retirement plan, faculty may contribute to a supplemental retirement annuity with TIAA/CREF, Fidelity or Prudential on a tax-deferred basis, that is, before payment of federal and most state and local income taxes, but after the payment of Social Security and Medicare taxes. The funding agent annually informs each faculty member about the maximum exclusion allowance allowed by the tax code.

(g) Distributions from the University or Supplemental Retirement Plan

One of the following qualifying reasons must be satisfied for a faculty member to be eligible for a distribution.

1. University Retirement Plan
   
   • Separation from service
   • Death
   • Hardship
   • Phased Retirement
   • Age 70 1/2, or if later, April 1, following the calendar year in which the faculty member retires

2. Supplemental Retirement Plan
   
   • Separation from service
   • Death
   • Total Disability
   • Attainment of age 59 1/2
   • Hardship
   • Amounts contributed to TIAA/CREF or Prudential prior to December 31, 1988 are grandfathered and may be withdrawn at any time.

(h) Retired faculty have a number of options available for distributions from their retirement plan,
including a lump sum option. Faculty anticipating retirement should consult with a representative of the funding agent prior to retirement.

(i) Additional information on the University Retirement Plan and supplemental retirement annuities is available from the vendor and the University's Office of Human Resources. All faculty are urged to review the Plan Documents for complete details on the retirement plans.

A-5 Phased Retirement

(a) The University has approved phased retirement plans for academic years 1997-1998 through 2009-2010.

(b) Phased retirement allows a full-time faculty member who is 62 or older with ten (10) years of full-time service at Fordham University to teach part-time at Fordham University. When in place, the provisions of a phased retirement plan may change from time to time, but generally include the following:

1. Once electing phased retirement, the faculty member will no longer be a tenured member of the faculty.

2. The faculty member may start distributions from the Retirement Plan at any time after the effective date of the phased retirement contract.

3. The faculty member will continue to receive all benefits available to full-time tenured faculty including the University's contributions to the Retirement Plan, except that both the University's contributions and the faculty member's contributions will be based on the actual salary received by the faculty member.

4. A full-time faculty member must apply for phased retirement by January 31 for the next academic year.

(c) For plan details, faculty members should contact the Office of Academic Affairs.

A-6 Group Life Insurance

(a) All faculty participate in a Group Life Insurance Policy.

(b) The University's Group Life Insurance policy provides life insurance and accidental death and dismemberment (AD&D) insurance. The AD&D benefit is equal to the amount of life insurance. Accidental Death and Dismemberment insurance ends upon termination of employment and cannot be converted to an individual policy.

(c) Life insurance coverage is based upon a faculty member's base salary and age as follows. The amount of life insurance is raised to the next multiple of $1,000 if not already at such a multiple. In no event will the amount of life insurance exceed $200,000.

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A faculty member who retires at age 62 or older, has completed ten (10) years of service, and was insured as an active employee immediately prior to retirement, shall be entitled to life insurance until age 70, equal to 0.70 of his/her annual salary at time of retirement.

Life insurance at retirement or age 70, whichever comes later, is $6000. There is no accidental death and dismemberment insurance during retirement.

Faculty are responsible for 25% of the annual premium for Group Life/Accidental Death and Dismemberment Insurance. The faculty's share of the insurance premium is prorated over the pay period and deducted biweekly.

**A-7 Hospital-Surgical Medical Plans**

The University provides the following health care options to faculty, spouses and dependents:

1. Blue Cross/CIGNA PPO/INDEM/HOSPITAL
2. Oxford POS
3. HIP HMO
4. US Healthcare HMO
5. Empire PPO/DENTAL/VISION

The University pays 85% of the cost of the premium for the health care options listed in (a) above for active faculty member (and dependents if applicable), subject to the following terms:

1. In November 1995, the Senate approved the administration's adjusting faculty health care cost sharing to 15% of the 1995-1996 cost.
2. The administration is limited in subsequent years to raising the faculty health care cost sharing contribution for each plan by a percentage not to exceed the percentage increase in the across the board salary increment, or to adhere to the 15% cost sharing amount, whichever is the smaller amount. (Amended 1/30/98)
3. The administration is to inform faculty on an annual basis of any change in their health care cost sharing as well as the reason for the change.

Spousal reentry into the University medical plan can take place during the open enrollment period. However, exceptions are allowed if the employee/dependent(s) enroll for or change coverage within 30 days of the following:

a) Change in legal marital status due to marriage, death of a spouse, divorce, annulment or legal separation;
b) Change in number of dependents due to birth, adoption, placement for adoption, or death of a participant;
c) Change in employment status of employee, spouse or dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including FMLA or change in the worksite;
d) Changes in employment status of employee, spouse or dependent resulting in eligibility or ineligibility for coverage;
e) Change in residence of employee, spouse or dependent; and
f) Changes which cause a dependent to become eligible or ineligible for coverage.
Any changes in coverage must pertain directly to the change in status.

(d) The University assumes the cost of continuation of dependent and spouse medical coverage upon death of full-time faculty who have completed 15 years of service, subject to cost sharing outlined in (b) above.

(e) For active faculty, there is no lifetime maximum benefit for covered charges.

(f) A summary sheet on each health option is available from the Office of Human Resources. All faculty are urged to review the full plan descriptions for plan details.

(g) Details concerning when termination of eligibility occurs are available from the Office of Human Resources.

A-8 Tuition Remission Benefits

(a) Tuition Remission for a Faculty Member

Faculty are eligible to enroll in courses offered by Fordham University for which tuition remission applies. Enrollment by faculty is subject to the approval of the Dean of the School in which the faculty appointment is held and the Vice President for Academic Affairs. Tuition remission is available for up to twenty-four credits per year; 10 credits per semester in the fall and spring, and 4 credits in the summer.

(b) Tuition Remission for a Faculty Member's Spouse

1. Upon hire, spouses of faculty are eligible to receive 100% tuition remission for undergraduate, graduate or Professional Schools (except the Law School and EXECUTIVE MBA programs- see C-8-(c)4 below).

(c) Tuition Remission for a Faculty Member's Dependent Children

1. Dependent children are eligible for tuition remission if they are age 25 or under for undergraduate tuition, age 30 or under for graduate tuition or if they are claimed as a dependent on the most recent Federal Income Tax Return.

2. Dependent children are eligible to receive 100% tuition remission for undergraduate, graduate, and professional schools, upon hire (except the Law School and EXECUTIVE MBA programs- see C-8-(c)4 below).

3. Dependent children of full-time faculty are eligible for one-half tuition remission at the Fordham Preparatory School.

4. Dependent children and spouses of faculty who have fifteen years of full-time employment at the University are eligible for tuition remission in the Law School and the EXECUTIVE MBA programs. After 5 years of service 50% of tuition remission for these programs is available.

5. In the event that a faculty member with at least ten years of full-time employment at the University dies or retires at age 62 or older, the dependent children and spouse of the deceased or retired faculty member shall be entitled to the same benefits to which they would have been entitled had the faculty member continued on a full-time basis.

6. Use of the tuition remission benefit by a faculty member, spouse, or dependent is contingent
upon the individual involved meeting the academic standards of the program in which the individual seeks admission.

7. The tuition remission benefit includes tuition for courses, mentoring, tutorials, and doctoral fees, life experience credit and credit-by-examination fees. The tuition remission benefit does not include course laboratory fees, student activity fees, or fees for which the University would incur an additional expense.

8. Recipients of tuition remission are expected to apply for New York State Tuition Assistance Plan grants and any other similar awards for which they are eligible. The actual tuition remission granted shall be the amount for which the applicant is eligible less the amount received from New York State TAP or other external grants.

9. Application forms for tuition remission for self, spouse, and dependents are available from Human Resources, Benefits Assistant, 506 Faculty Memorial Hall, Rose Hill Campus.

10. A one half-tuition remission benefit is extended to brothers, sisters, nieces or nephews of faculty who are members of the Society of Jesus. This benefit is subject to the same conditions as the benefits accorded to dependent children of other full-time faculty.

11. Tuition remission at other colleges and universities for dependent children of faculty:

(a) The University participates in a tuition remission exchange program called FACHEX with other Jesuit colleges and universities. This program provides faculty with the opportunity to apply for tuition remission for dependent children if they have been accepted at a participating institution as a full-time undergraduate. Room, board, and miscellaneous fees are not covered under this program. This benefit may be used for up to four years per child.

All full-time faculty qualify for this benefit. Dependent children must be accepted within the quota identified by the institution to which the application is made. Please note that each of the schools participating in the FACHEX program generally receive many more applications for tuition remission under this program than they are able to accept. Therefore, even if dependent children meet all of the qualifications, it is possible that tuition remission may not be awarded under this program. Please contact the FACHEX Coordinator in the enrollment services department for more information on this benefit.

Note: FACHEX is not offered to retired faculty.

(b) Fordham full-time Faculty’s dependent children are able to apply for a tuition scholarship at another university or college that participates in the Tuition Exchange Program. Currently, there are over 500 colleges and universities throughout the United States that participate in this program. There are stringent requirements relating to this program and only a limited number of dependent children of full-time faculty can be accommodated each year. As such, it is possible that Fordham University may receive a greater number of Tuition Exchange applications in a given year than can be accommodated. During such years, an appropriate number of applications will be selected for processing through the use of a lottery or some other random selection process. Faculty are encouraged to contact the Benefits Administrator in the Human Resources Department for complete details.

Procedures to apply to any of the Member Institutions under the Tuition Exchange Program are as follows:

1. Obtain and complete the Tuition Exchange Certification form from the Human Resources Liaison Officer at Fordham University. There is a $10.00 processing fee for each school to which an application is submitted. Certification forms are accepted between September 15th and November 1st for the upcoming academic year. There is a $35.00 fee when a decision of
acceptance is rendered.
2. Contact the member institution(s) to obtain the Application(s) for Admission. The applicant must meet the regular admission requirements at the member institution(s) before being considered for the Tuition Exchange scholarship. Tuition Exchange scholarships are competitive and not guaranteed. Tuition Exchange scholarship awards are normally rendered in March. This benefit may be used for up to four years.
3. A faculty member whose child is offered a Tuition Exchange scholarship should notify the Fordham Human Resources Liaison Officer as soon as possible regarding the decision to either accept or decline.

Note: Tuition Exchange is not offered to retired faculty.

A-9 Academic Year and Summer Fellowships

Academic Year and Summer Fellowships are governed by the University Statutes (See §4-05.08(a)(l)).

A-10 University Bookstore Discounts

The University bookstore gives faculty members a 10% discount on all items except software.

A-11 Reimbursement for Travel Expenses

(a) The University encourages faculty participation in learned and professional societies. Faculty may be reimbursed for expenses incurred in attending meetings of such organizations under the following conditions:

1. The faculty member must be attending the meeting for the purpose of presenting a paper, or serving on a panel, or as an officer or committee member of the society, or in order to recruit faculty for the University or as an official representative of the University.

2. The meeting is (a) a national meeting of a major learned or professional society in the faculty member's field or a closely allied field or (b) a regional meeting of such a society which includes the New York area.

(b) The faculty member must make a written application to the Chairperson, Dean or Director for travel funds, explaining the nature of the meeting and the faculty member's participation, with an estimate of costs. This application should be filed as early as possible in the academic year in which the meeting is to be held.

(c) Faculty who have grants from sources outside the University are expected to use these grants, when possible, as a source of travel funds.

(d) For authorized travel, the University shall provide reimbursement to faculty equivalent to round trip coach airfare. Although otherwise qualifying for support, a request may be reduced or denied whenever there are insufficient funds in the travel budget of a particular School or Department.

(e) Funds may be available for travel in connection with research. (See §5-02.02)

A-12 Personal Liability Insurance

The University maintains an errors and omissions insurance policy, which covers judgments, settlements, and defense costs incurred by faculty subject to litigation while acting within the scope of their University duties.
A-13 Workers’ Compensation

(a) The University maintains Workers’ Compensation coverage for faculty members. The scope of coverage and the amount of benefits are determined by the State of New York.

(b) All accidental injuries and occupational diseases, which arise out of and in the course of employment, should be reported immediately to the University's Office of Human Resources and the Office of the Vice President for Academic Affairs.

A-14 Sick Leave

(a) In the case of disability of a faculty member who has completed one year of service, the University continues salary payment during the first six months for which the faculty member would have been paid if not disabled. If the disability continues for more than six calendar months and the disabled faculty member qualifies for benefits under the University long-term plan, benefits shall be paid in accordance with that plan. (See C-16 below)

(b) Sick leave is to be granted, during the first year of service, on an individual basis, with a maximum allowance of one calendar month of paid leave. If the disability in such case should continue beyond one month, the University will grant leave of absence without pay. In these cases, the then current rules under the Federal Family and Medical Leave Act and concerning New York State Disability payment shall be applied.

(c) Physical inability to perform work as a result of pregnancy shall be treated as illness for the purpose of granting sick leave. The current policy grants a semester with pay to a faculty member giving birth while fall or spring semester classes are in session. Determination of length of illness for pregnancy follows New York State Disability insurance guidelines.

A-15 Family Leave

(a) Faculty members (tenured or non-tenured) may apply for a family-related leave in order to care for family members or other dependent persons.

   1. Such a leave may be full time without pay but including benefits, or part time with pay proportional to teaching and faculty responsibilities.

   2. Family-related leaves are limited to two years in any six-year period, whether the leaves are full or part time.

(b) Faculty members shall consult with the Office of Human Resources for provisions of the University leave policy and Federal Family and Medical Leave Act.

A-16 Long-term Disability Benefits Plan

(a) Faculty are provided with a long-term disability plan. The entire cost of the plan is borne by the University. Faculty become eligible for coverage after completion of twelve months of service.

(b) The plan provides benefits (60% of last contract salary) which begin after six consecutive months of total disability and may continue during total disability as follows:

   1. If disabled before age 60, total disability payments cease at age 65, when provisions of the retirement annuity are implemented, if applicable.

   2. If disabled after age 60 through 68, total disability payments continue until the earlier of (a) five years or (b) age 70.
3. If disabled at age 69 or older, benefits are for twelve months.

(c) The plan provides for contributions to be made to the retirement plan.

(d) For a detailed description of the plan provisions, see the summary plan description in the Office of Human Resources.

A-17 Benefits While on Leave

(a) 1. All benefits are continued for faculty on faculty fellowships and paid leave except that retirement contributions are continued at the applicable percentage of the salary actually received.

2. All benefits are continued for faculty members on family related LOAs [as provided in §4-05.08(c) and in the Family and Medical Leave Act], and for tenured faculty members who receive approval from the Academic Vice President for an unpaid leave of absence, when that leave is taken for faculty development purposes. (See §4-05.08(b))

(b) Faculty members [other than paragraph (a)2 above] while on a University approved leave of absence without pay, and within the restrictions of the applicable insurance contracts with their parties, may maintain coverage on the University life insurance, long-term disability, and hospital/surgical medical plans. Faculty members should consult the Office of Human Resources regarding continuance.

A-18 Unemployment Insurance

(a) All faculty are covered by unemployment insurance. The University pays the full cost of such insurance.

(b) Faculty who are employed on an academic year basis are not considered to be unemployed during the summer interval between academic years or sessions, regardless of the option of payment chosen.
Section II: Benefits Provisions for Retired University Faculty

A retired faculty member is a person, 62 years of age or older, who held a tenured, full-time teaching appointment at Fordham University, has completed ten (10) years of service, has retired from this position at the University, and is receiving a pension from the University retirement plans. All retired faculty, as defined above, retain many of the benefits which they enjoyed as active faculty members, except when those benefits are modified as part of a special retirement package.

Faculty who have the rank of Professor or Associate Professor when they retire are eligible for appointment as Professor Emeritus or Associate Emeritus as provided in the University Statutes. (See §4-02.05)

R-1 Retirement Distribution

Retired faculty will have contributed to the University Retirement Plans while employed by the University and may have contributed to a Supplemental Retirement Annuity. Retired faculty have a number of options available for distributions from their retirement plan, including a lump sum option. Faculty should consult their vendors TIAA-CREF, Fidelity, and/or Prudential when selecting their retirement option.

R-2 Life Insurance

Faculty who retire at age 62 or older, have completed ten (10) years of service, and were insured as active employees immediately prior to retirement, shall be entitled to life insurance until age 70, equal to 0.70 of their annual salary at time of retirement.

Life insurance from retirement or age 70, whichever comes later, is $6000. There is no accidental death and dismemberment insurance during retirement.

R-3 Medical Insurance

(a) Medical insurance coverage is available to retired faculty and their spouses under the same conditions as those available to active faculty and their spouses.

(b) All active faculty and their spouses automatically receive Medicare Part A – Hospitalization upon their attainment of age 65. Medicare Part B – Major Medical is optional until their retirement at which time both Parts A & B are required. For active faculty the University medical plan remains primary until such time they retire. For retired faculty, Medicare Part A and B become the primary insurer and the University medical plan becomes the secondary insurer. Active and retired faculty and their spouses who have Medicare coverage are responsible for whatever costs are associated with their Medicare coverage. Faculty who retire before 65, remain on the University’s medical plan in effect at retirement until their 65th birthday incurring the premium cost sharing delineated under R-3(e). At age 65, they will have the two options delineated under R-3(c).

(c) The University's medical insurance plan vendors for retired faculty and their spouses are CIGNA or Aetna.

(d) A spouse who is Medicare eligible is guaranteed reentry into the University medical plan while employed or upon retirement anytime during the year, even if the retiree is deceased. A spouse who is not Medicare eligible is guaranteed reentry into the plan even if the retiree is deceased provided that at least one of the conditions outlined in Section C-7(c) is met.

(e) Payment of the premium for health care for retired faculty and their spouses may involve cost sharing, as specified below:

1. There is no cost sharing for retired faculty and their spouses when the faculty member retired
prior to 1997, except where cost sharing was part of a special retirement package.

2. Faculty retiring between July 1, 1997 and June 30, 2002 will contribute 7% of the Medicare carve out premium for life.

3. Faculty retiring between July 1, 2002 and June 30, 2007 will contribute 10% of the Medicare carve out premium for life.

4. Faculty retiring after June 30, 2007 will contribute 15% of the Medicare carve out premium for life.

5. No retiree's annual Medicare Carve Out health care premium will ever exceed the absolute dollar amount of his/her annual health care premium during his/her last year of full-time employment with the University.

(f) The University will provide annually retired faculty and their spouses with a copy of the University's medical plan which is relevant to the retired faculty and spouse.

(g) If Medicare Carve Out coverage is through CIGNA, retired faculty and spouses on Medicare are reimbursed for 80% of the charges not covered by Medicare, subject to an annual deductible of $150. This deductible is in addition to Medicare's deductible. If Medicare carve out coverage is through U.S. Healthcare, all approved expenses are covered 100%. There are no deductibles although there may be small co-payment requirements.

(h) Spouses and eligible dependents who are not yet eligible for Medicare, and are dependents of retired faculty age 65 and over, will have family coverage in the CIGNA Medicare Carve-Out Plan. Effective January 1, 2007, the option of electing hospitalization coverage for the spouse and/or eligible dependents under Empire Program will be at cost sharing of 15% of the premium cost.

(i) The maximum lifetime benefit for covered charges for retired faculty and their spouses is $500,000. However, once a retired faculty member or spouse uses any portion of his/her maximum benefits, on each January 1, CIGNA will reinstate the used amount up to $1,000 to be applied to covered expenses incurred after the date of reinstatement.

R-4 Tuition Remission

(a) Tuition Remission for a retired Faculty Member

Retired faculty are eligible to enroll in courses offered by Fordham University for which tuition remission applies. Enrollment by retired faculty is subject to the approval of the Vice President for Academic Affairs. The tuition remission benefit will not exceed the cost of tuition for two courses per semester or the Summer Session.

(b) Tuition Remission for a retired Faculty Member's Spouse

The spouse of a retired faculty member is eligible to receive a tuition remission benefit for the full cost of tuition for any number of courses taken in any School, except the School of Law and in the EXECUTIVE MBA program offered by the Graduate School of Business where the tuition remission benefit is limited to 50 per cent of the total tuition cost. After the employee has completed fifteen years of full-time service, a spouse is eligible to receive a full tuition remission benefit in the School of Law and for the EXECUTIVE MBA program.

(c) Tuition Remission for a retired Faculty Member's Dependent Children
Dependent children are eligible for tuition remission if they are age 25 or under for undergraduate tuition, age 30 or under for graduate tuition or if they are claimed as a dependent on the most recent Federal Income Tax Return.

Dependent children are eligible to receive 100% tuition remission for undergraduate, graduate, and professional schools, upon hire (except the Law School and for the EXECUTIVE MBA program offered by the Graduate School of Business- see (c)4 below).

Dependent children of full time faculty are eligible for one-half tuition remission at the Fordham Preparatory School.

Dependent children of faculty who have fifteen years of full time employment at the University are eligible for tuition remission in the Law School and for the EXECUTIVE MBA program offered by the Graduate School of Business.

In the event that a faculty member with at least ten years of full time employment at the University dies or retires at age 62 or older, the dependent children of the deceased or retired faculty member shall be entitled to the same benefits to which they would have been entitled had the faculty member continued on a full time basis.

Use of the tuition remission benefit by a faculty member, spouse, or dependent is contingent upon the individual involved meeting the academic standards of the program in which the individual seeks admission.

The tuition remission benefit includes tuition for courses, mentoring, tutorials, and doctoral fees, life experience credit and credit-by-examination fees. The tuition remission benefit does not include course laboratory fees, student activity fees, or fees for which the University would incur an additional expense.

Recipients of tuition remission are expected to apply for New York State Tuition Assistance Plan grants and any other similar awards for which they are eligible. The actual tuition remission granted shall be the amount for which the applicant is eligible less the amount received from NYS TAP or other external grants.

Application forms for tuition remission for self, spouse, and dependents are available from Human Resources, Benefits Assistant, 506 Faculty Memorial Hall, Rose Hill Campus.

A one half-tuition remission benefit is extended to brothers, sisters, nieces or nephews of faculty who are members of the Society of Jesus. This benefit is subject to the same conditions as the benefits accorded to dependent children of other full-time faculty.

R-5 University Bookstore Discounts

The University bookstore gives retired faculty members a 10% discount on all items except software.

R-6 Other Retirement Benefits

Retired faculty and their spouse can continue to use the University's library facilities. Identification cards will be issued annually to retired faculty members; spouses will be issued an identification card upon request.

Retired faculty can obtain a parking sticker for parking at the Rose Hill campus at the same rate as active faculty.
(c) Retired faculty and their spouse may use the Lombardi Center at the same rate paid by active faculty.

(d) Retired faculty will receive a copy of University publications.

(e) Retired faculty and their spouse will be invited to all University events.

R-7 Retired Faculty Counselor

There will be a Counselor for Retired Faculty appointed by and reporting to the Vice President for Academic Affairs. The current Counselor is Sister Monica Kevin, O.S.U. The duties of the Counselor for Retired Faculty include:

(a) In her/his capacity as a liaison between the retired faculty and the University, as well as an ombudsman for retired faculty, the Counselor will periodically consult with retired faculty regarding provisions, benefits, and procedures for retired faculty and their families, making recommendations to the Academic Vice President and the Faculty Senate for changes in benefits and procedures;

(b) Facilitating communication and cooperation between the retired faculty, the Academic Vice President, the Faculty Senate and the Human Resources [Benefits] Office;

(c) Advising and assisting faculty, retirees and their families with regard to retirement benefits and procedures;

(d) Preparing and maintaining files on retiree benefits and publishing a Faculty Retiree Handbook, which indicates current benefits and procedures.
Appendix 4, Part II is published in keeping with Article 4-08.01 (e) of the University Statutes.

The figures in the Table are from the report which Fordham University submits to the American Association of University Professors for the Association’s annual survey of faculty compensation. The survey is published in ACADEME in the Spring. This TABLE reflects compensation for all full-time faculty employed in 2008-2009 – that is, all liberal arts and professional School faculty including the School of Law.

The “Salary” column represents the average base salary for each of the professional ranks. The column on “Fringe Benefits” shows the average dollar amount of fringe benefits, separate from base salary. The final column, “Compensation”, indicates the average dollar amount of base salary plus fringe benefits for each rank.

**REPORT TO AAUP FOR 2008-2009**  
ALL FULL-TIME FACULTY AND INSTRUCTIONAL STAFF

<table>
<thead>
<tr>
<th>Ranks</th>
<th>No. of Faculty</th>
<th>Minimum Salary*</th>
<th>Average Salary</th>
<th>Avg Fringe Benefits</th>
<th>Avg. Total Compensation</th>
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<tr>
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<td>$99,900</td>
<td>$32,000</td>
<td>$131,900</td>
</tr>
</tbody>
</table>

*These are the minimum faculty salaries for the ranks for the academic year 2008-2009.

Stuhr, Dr. David  
AVP – Office of the Provost
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</tr>
</thead>
<tbody>
<tr>
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<td>217</td>
<td>$87,200</td>
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<td>$102,500</td>
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</table>

*These are the minimum faculty salaries for the ranks for the academic year 2009-2010.

Stuhr, Dr. David
AVP – Office of the Provost
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FORDHAM UNIVERSITY
2009-2010

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Manager, University Bookstore (Lincoln Center)
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Executive Director of Confirmare
Shaya Phillips (outside consultant)

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Frank Borchardt

Director Computer Services
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Director Network Services
Mark McNeil

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Manager of Telecommunications
John Barnard

Manager of Technology Business Office
Casimira Stricker

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Fleur Eshghi

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Jerry Green

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Director of Development, GSAS

Valerie Longwood

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Director of Corporate & Foundation Relations

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Director of Corporate Relations

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Beverlee Cappeto

Senior Director of Stewardship

Robert Smith

Director of Prospect Research

Kim McKeon

Director of Annual Fund

Nicole Paciello

Director of Parent’s Council

Margaret Pospisil

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Sr. Director of Marketing and Communications

Doug Byers

University Art Director

Maggie Coyne

Editor, FORDHAM magazine

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Director of Communications  
Bob Howe  
Assistant Director of Communications  
Sydney Steinhardt  
Editor of Inside Fordham  
Joseph McLaughlin  
Director of Campaign Programs  
Vanessa Yost
<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
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<tbody>
<tr>
<td>VICE PRESIDENT FOR ENROLLMENT</td>
<td>Peter A. Stace</td>
</tr>
<tr>
<td>Assistant</td>
<td>Josephine T. Vitti</td>
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<tr>
<td>Associate Vice President for Undergraduate Enrollment</td>
<td>John W. Buckley</td>
</tr>
<tr>
<td>Dean of Admission</td>
<td>Peter M. Farrell</td>
</tr>
<tr>
<td>Associate Vice President for Student Financial Services</td>
<td>Angela Van Dekker</td>
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<tr>
<td>Associate Vice President for Enrollment Services and University Registrar</td>
<td>Stephen J. Bordas</td>
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<tr>
<td>Director of Enrollment Group Support Systems</td>
<td>Eugene K. Lingner</td>
</tr>
<tr>
<td>Associate Director of Enrollment Research</td>
<td>Michael H. Tavas</td>
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</table>
VICE PRESIDENT FOR STUDENT AFFAIRS  Jeffrey L. Gray
Assistant/Budget Coordinator   Yahaira Toribio
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  Assistant Dean of Students/Director of Residential Life, Rose Hill  Greer Jason
  Assistant Dean for Student Leadership and Community Development, Rose Hill  Jennifer Mussi
  Director of Alcohol and Other Drug Education Program, Rose Hill  Edward Wahesh
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  Director of Residential Life, Lincoln Center  Jenifer Campbell
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  Director of Health Services, Rose Hill and Lincoln Center  Kathleen Malara
  Director of Intercampus Transportation  Marc Canton
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Caitlin Murphy

Director of Counseling and Psychological Services, Rose Hill and Lincoln Center  
Jennifer Neuhof

Executive Director of Intercollegiate Athletics  
Francis McLaughlin

Director of Athletic Administration  
Charles Elwood

District Manager of Sodexho Campus Services, Rose Hill and Lincoln Center  
Heather Muhlenberg

General Manager of Sodexho Campus Services  
Brian Poteat
VICE PRESIDENT FOR UNIVERSITY MISSION AND MINISTRY  
Msgr. Joseph G. Quinn

Assistant  
JoAnn Wallace

Associate Vice President for University Mission and Ministry and Director of Campus Ministry (RH and LC)  
Joseph A. Currie, S.J.

Co-Directors  
Center for the Study of Religion and Culture  
Peggy Steinfels
Peter Steinfels

Director, Community Service and Service Learning, RH and LC  
Sandra Lobo-Jost

Director, Global Outreach, RH and LC  
Paul Francis