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DAEMEN COLLEGE

FACULTY HANDBOOK

DAEMEN COLLEGE -- FACULTY HANDBOOK

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FACULTY HANDBOOK

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I. PURPOSE

The purpose of the Faculty Handbook is to inform all Daemen College faculty members of the most significant College policies and practices applicable to faculty and to outline the current benefits and other privileges available to faculty members. In some cases, especially with respect to employee benefits, only a brief summary of the benefit or policy is provided. Additional information on such policy or benefit can be obtained from the Dean's Office or the Personnel Office. Moreover, the Handbook does not contain every College policy or practice that may relate to faculty, and reference should be made to policies contained in the College Catalog, Student Handbook, By-Laws of the Faculty Senate and all other College policies and publications.

While the contents of this Handbook are made an express part of the employment relationship between the College and each faculty member, in the future new policies may be added and/or existing policies and benefits may be revised or deleted as provided for herein. Accordingly, this Handbook does not vest in any faculty member a right or privilege that can never be changed.

The Board of Trustees in its sole discretion may add, delete or modify the policies in this Handbook. The Trustees will implement such changes only after there has been prior consultation with the faculty. The President shall not propose to the Board of Trustees changes in the Faculty Handbook that affect faculty without the prior agreement of the Faculty Senate. Any changes proposed by the Faculty Senate must be presented to the Trustees by the College President along with the President of the Faculty Senate.

II. ORGANIZATION OF THE FACULTY

- A. Academic Organization.** The faculty and curriculum are organized into divisions and departments that are responsible for the majors and degrees offered.
- 1. Divisions.** A division consists of the faculty in a group of related departments. Divisions are established by the administration after consultation with the faculty.
 - 2. Departments.** A department consists of the faculty in an academic field of study within a given discipline. Departments are the constituent units of a division.

- B. Faculty Senate.** The Faculty Senate serves as the general representative agency of the faculty. Its purposes and practices are described in the By-Laws of the Faculty Senate. (See Appendix A.) The President of the Faculty Senate shall receive a one course (3 credit hours) reduction in teaching load per semester.

III. DIVISIONAL DEANS AND DEPARTMENT CHAIRS

- A. Divisional Deans.** Each Division shall be headed by a Dean appointed by the Vice President of Academic Affairs (VPAA) from the faculty in accordance with the procedure described below.

- 1. Responsibilities.** The Divisional Dean shall report directly to the VPAA and meet regularly with Department Chairs and Division faculty. The Divisional Dean shall assume a leadership role with regard to the following:

- a) Fiscal planning to include the Division Budget and grant initiatives.
- b) Division personnel issues including the evaluation of Department Chairs and Divisional faculty.
- c) Long range planning.
- d) Program development and evaluation.
- e) Coordination of the accreditation process.
- f) Serve as liaison with student affairs, admissions, distance learning, community service, academic advisement, cooperative education, HEOP, and career development.
- g) In collaboration with the other Divisional Deans, oversee the Institute for Interdisciplinary Studies, including the appointment of four (4) faculty members from the Division to the Institute.
- h) Participate in the search and hiring process of Division faculty in accordance with this Handbook.
- i) Coordinate the implementation of outcome initiatives.
- j) Student admission/retention issues within the Division.

2. Appointment Procedure.

- a) Upon notification by the VPAA that a vacancy exists or that a term is about to expire, a meeting will be held of all Division faculty for the purpose of discussing and

- recommending a possible candidate to the VPAA. The President of the Faculty Senate will conduct the meeting. The VPAA will not be present.
- b) Any tenured faculty member with at least three (3) years of teaching experience at Daemen who is interested in being considered for Divisional Dean should make the fact known by either self-nomination or nomination by a colleague at or before such a meeting.
 - c) Within one (1) week of the meeting, the Divisional Faculty by a majority vote shall select a candidate to recommend to the VPAA. (The Vice President of the Faculty Senate will send out the ballot. Results of the election will be announced to the faculty and VPAA).
 - d) Thereafter, the VPAA shall make the appointment and, if someone other than the recommended candidate is selected, the VPAA will discuss the reasons therefore at a meeting with the Divisional Faculty.
- 3. Term of Service.** The term of the Divisional Dean will normally be three (3) years; however, at the discretion of the VPAA, a shorter term may be established. If a Divisional Dean is unable to complete his/her term because of an extended leave, the VPAA may appoint an interim replacement until such time as the Divisional Dean returns or the term expires. A Divisional Dean will be limited to two (2) consecutive three (3) year terms.
- 4. Removal.** The VPAA may terminate the appointment of a Divisional Dean before the expiration of the term for the following reasons:
- a) At the request of the Divisional Dean.
 - b) Upon the recommendation of the Faculty Senate which contains supporting reasons.
 - c) At the VPAA's discretion, but only after appropriate consultation with the Faculty Senate and Division Faculty.
- B. Department Chairs.** Each Department will be headed by a Chairperson appointed by the VPAA from the Department faculty in accordance with the procedures described below.
- 1. Responsibilities.** The Department Chairperson is responsible to oversee the instructional program of the Department and tend to the welfare of Department students, staff and faculty. The Chairperson shall also have the responsibility to manage the financial affairs of the Department including the Department Budget. Finally, the Department Chairperson shall be required to interact with the administrative staff and the other academic units of the College. Department Chairpersons are directly responsible to the Divisional Dean.

2. **Appointment Procedure.**

- a) Upon notification from the office of the VPAA that a vacancy exists or that a term is about to expire, a meeting will be held of all the faculty of the Department involved for the purpose of discussing and recommending a possible candidate. The appropriate Divisional Dean will conduct the meeting. In his/her absence, the President of the Faculty Senate will conduct the meeting. The VPAA will not be present.

While there is no minimum criteria for Department Chair, the candidate should preferably have at least three (3) years of teaching experience at Daemen.

- b) Following the meeting, the Divisional Dean must provide a written recommendation to the VPAA for appointment of the Department Chair. In addition, any member of the Department may send a written recommendation to the VPAA proposing a candidate along with the reasons for the recommendation. At the discretion of the VPAA or upon the petition of a majority of the faculty of the Department, the VPAA will call a meeting of the Department Faculty to discuss the candidates.
- c) Thereafter, the VPAA will make the appointment and share his/her rationale with the Department Faculty.

3. **Term of Service.** The term of the Department Chair will normally be three (3) years; however, at the discretion of the VPAA, a shorter term may be established. If a Department Chair is unable to complete his/her term because of an extended leave, the VPAA may appoint an interim replacement until such time as the Department Chair returns or the term expires.

4. **Removal.** The VPAA may terminate the appointment of a Department Chair before the expiration of a term for the following reasons:

- a) At the request of the Department Chair.
- b) Upon the recommendation of the appropriate Divisional Dean which contains supporting reasons.
- c) At the VPAA's discretion, but only after appropriate consultation with the Department Faculty.

IV. FACULTY CLASSIFICATIONS

- A. **Full-Time Faculty.** A faculty member who is generally scheduled to teach 24 credit hours per contract year. Full-time faculty will be entitled to the employee benefits provided for in this Handbook. Full-time faculty will be appointed to either tenure or non-tenure track positions. Full-time, non-tenure track faculty will have the rights and responsibilities of tenure track faculty and may be appointed or elected to all faculty committees except the Faculty Senate and the Educational Policy Committee. Appointment to a full-time, non-tenure track position can be

made at a Department's request with the consent of the Divisional Dean and the VPAA. Full-time, non-tenure opportunities will not exceed 15% of the total full-time faculty of the College.

- B. Part-Time Faculty.** A part-time faculty member is one who is hired to teach less than the full-time teaching load. A part-time faculty member is not eligible for tenure. A part-time appointment may be for a period of one semester or one year, and successive part-time appointments are permissible.
- C. Adjunct Professor.** A person appointed to a non-tenured faculty position as an adjunct faculty member is not required to meet the formal criteria applicable to a faculty rank, but has the credentials and competency to teach specialized subject matter. An appointment as Adjunct Professor does not lead to tenure.
- D. Visiting Professor or Lecturer.** A guest or exchange professor who is invited to teach on a temporary basis. There are no formal prerequisites for appointment to the position of visiting professor or lecturer and each appointment is handled on an individual basis.
- E. Courtesy Appointment.** A courtesy appointment bearing appropriate faculty rank may be bestowed upon a person other than a faculty member of Daemen College where it is in the best interests of the College to do so. Such an appointment will be bestowed only if the credentials of the applicant are acceptable to the specific department involved and to the VPAA. This appointment is not permanent, not tenurable, not mobile through academic ranks, and not a regular part-time appointment. Usually the College offers no separate remuneration for a courtesy appointment. Courtesy appointments must be renewed annually. Notice of renewal will be made in a letter from the VPAA.
- F. Professor Emeritus.** The title, Professor Emeritus is an honor bestowed by the Board of Trustees based on recommendation from the President of the College to a current or former faculty member who has brought distinction upon the College through outstanding service and/or special accomplishments. Any member of the College community may propose a faculty member for Professor Emeritus status by submitting a written letter of support to the President. The President, in consultation with the Promotion and Tenure Committee, will review and forward a recommendation to the Board of Trustees for their consideration.

V. COMMITTEE STRUCTURE

- A. College Committees.** To aid in the operation and development of Daemen College, there exist two types of committees involving the faculty. These are the standing committees and ad hoc committees. The standing committees exist on a permanent basis while the ad hoc committees are created from time to time when the need arises. Faculty members of committees are elected by faculty with the election conducted by the Vice-President of the Faculty Senate or appointed by the Faculty Senate Committee on Committees.

The committees of Daemen College are the following:

- . Faculty Review Committee (elected)
- . Committee on Academic Standards (appointed)
- . Graduate Committee on Academic Standards (all directors of graduate programs, Dean of Graduate Studies, 2 at-large members from divisions that contain graduate programs who would be appointed by Senate)
- . Committee on Recruitment (appointed)
- . Committee on Retention (appointed)
- . Committee on Marketing (appointed)
- . Committee on Equal Opportunity (appointed)
- . Committee on Interdisciplinary Studies (elected)
- . Committee on Student Life (appointed)
- . Educational Policy Committee (elected)
- . Departmental Personnel Advisory Committees (appointed)
- . Faculty Research Committee (appointed)
- . Faculty Senate (elected)
- . Faculty Travel Committee (appointed)
- . Human Subjects Research Review Committee (appointed)
- . Library Committee (appointed)
- . Promotion and Tenure Committee (elected)
- . Safety and Security Committee (appointed)
- . Faculty Reduction Committee (appointed)
- . Faculty Development Committee (elected)

As the need arises, the President of the College may establish ad hoc committees to address specific topics or issues. Ad hoc committees dealing with issues or topics relevant to faculty must include faculty members.

B. Board of Trustees Committees. Many of the standing and ad hoc committees of the College Board of Trustees must contain members of the faculty as members. These trustee committees include Academic Affairs, Student Affairs, Business and Finance Committee and Planning and Development Committee, among others. Such faculty committee members will be selected by the Chairperson of the College Board of Trustees upon the recommendation of the Faculty Senate.

C. Departmental Personnel Advisory Committees. A department with fewer than three full time tenured faculty shall have a Departmental Personnel Advisory Committee consisting of:

1. All full-time faculty members in the department, and
2. Up to three tenured faculty members from other departments so that there is a total of three tenured faculty members on the committee. The additional faculty members shall be appointed for two-year terms by the Faculty Senate after consultation with the faculty members of the department and the Divisional Dean. Appointed Departmental Personnel Advisory Committee Members should, to the extent possible, be familiar with the field of study of the department.

The Departmental Personnel Advisory Committee shall serve the functions that departmental faculty serve in larger departments, including:

1. Removal of a chairperson.
2. Annual review of non-tenured faculty.
3. Reappointment of non-tenured faculty.

D. Faculty Review Committee.

1. The purpose of the Faculty Review Committee is to review appeals regarding
 - a) termination of tenured or non-tenured faculty for cause under Article X;
 - b) the denial of tenure under Article XI;
 - c) discipline of faculty; and
 - d) disputes concerning interpretation and application of this Handbook.

The Committee shall consist of five elected, full-time, tenured faculty members. Two tenured faculty members shall be elected to serve as alternates. The Committee shall elect its own chairperson. Four-fifths of the membership shall constitute a quorum for meetings. Appeals may be upheld only upon a majority vote of those members present at a meeting at which a quorum exists.

2. Election of members of the Faculty Review Committee shall take place in October immediately after the election for the Promotion and Tenure Committee. Any full-time, tenured faculty member who has completed three years of full-time service to Daemen College is eligible for election to the Committee. Members of the Promotion and Tenure Committee and Divisional Deans are not eligible.
3. Elections shall be conducted by the Vice President of the Faculty Senate as follows:
 - a) All full-time faculty members with one full year of service shall be sent a first ballot listing all faculty members eligible for the Committee. On this first ballot, the faculty member shall vote for not more than eight members.
 - b) The second ballot shall list the eight individuals receiving the highest number of votes on the first ballot. Each faculty member shall vote for not more than five. The five faculty receiving the highest number of votes shall constitute the Committee.
 - c) The alternates shall serve in the order of highest votes received or, in case of tie, as determined by the Faculty Senate. If additional alternatives are needed, they will be appointed by the Faculty Senate.
4. Committee members directly involved in an appeal before the committee shall recuse themselves from serving on the committee for that appeal and the highest ranking alternate shall be called to serve.

5. In the event that a member(s) resigns or is unable to serve, the alternates shall move up in order.

E. Promotion and Tenure Committee. This Committee considers applications from faculty members for promotion and/or for tenure and recommends either approval or disapproval to the President of the College (Articles XI and XII). The Committee must evaluate the candidate's credentials in relation to the established criteria. It has the authority to require the candidate to submit further evidence supporting the application and may interview the candidate and/or others regarding any application.

The Promotion and Tenure Committee shall consist of five full-time, tenured faculty. The faculty members shall be elected annually by all full-time tenure track faculty according to the procedure described in D3 above. If such elections are not completed by October 15th, the VPAA shall appoint the faculty members on the committee. The Promotion and Tenure Committee shall elect its own Chairperson.

Four Committee members shall constitute a quorum. The Committee shall act on a majority vote of those members present at a meeting at which a quorum is present. The President of the Faculty Senate will promptly appoint a faculty member to fill any faculty vacancy on the committee. No member of the Committee may deliberate on or vote on his/her own application before the Committee.

F. Faculty Reduction Committee.

This Committee will be appointed by the Faculty Senate when advised by the President that a permanent reduction of faculty is contemplated. Its purpose is set forth in Article X. The Committee will consist of one tenured and one non-tenured faculty member from each division.

G. Faculty Development Committee. The Faculty Development Committee reviews and makes recommendations to the VPAA regarding applications for Faculty Awards. (*See* Article XV) Membership on the Committee is open to all faculty members who have been employed by the College for at least two full academic years. The Committee will consist of five faculty members, two members elected from each division, and the Faculty Senate President (ex-officio). In each division, the individual with the third highest number of votes will serve as alternate for that division. Faculty Trustee members and current recipients of a Faculty Development Award are also eligible to serve on the Committee. Divisional Deans, however, are not eligible. The election shall be held as soon as possible after the election of the Faculty Review Committee.

H. Committee for the Selection of a Major Administrator. In the selection of a major administrator, a search committee shall be formed. This committee shall include at least two faculty members selected by their constituency.

VI. APPOINTMENT OF FACULTY

A. Equal Employment Opportunity. All persons involved in the appointment process must adhere to the College's policy on Non-Discrimination, Equal Opportunity and Affirmative Action and no qualified applicant will be denied a position because of the applicant's sex, sexual orientation, race, age, national origin, color, religion, marital status, veteran status, genetic predisposition or carrier status, or disability. (Article XXII)

B. Recruitment and Hiring Procedure. The primary responsibility for recruiting and hiring faculty lies with the department faculty. The Administration has the responsibility upon request to provide support and advice on prospective candidates.

Whenever the hiring of faculty is necessary, the following procedures shall be followed.

1. The Department Chair, in consultation with full-time faculty members of the Department, shall determine whether additional full-time and/or part-time faculty are needed for the following academic year, and shall inform the appropriate Divisional Dean. The Divisional Dean shall then seek approval from the VPAA for recruiting the additions or replacements within the limits of the budget.
2. Once hiring approval has been obtained, a department hiring committee shall be formed. The composition of said committee shall be determined by the Department Chairperson in consultation with the full-time faculty members of the department and shall consist of at least three (3) full-time department faculty and one student. For departments with fewer than three full-time faculty members, the Departmental Personnel Advisory Committee members may be included in the search committee or may nominate other faculty members from the Division to serve. The membership of a hiring committee is subject to the approval of the Faculty Senate.
3. The Department Chairperson, in consultation with the hiring committee, shall solicit applicants and initiate invitations to prospective candidates to attend a personal interview. At the conclusion of the search, the hiring committee will make a recommendation to the Divisional Dean. The Divisional Dean shall review the file to confirm that the recommended candidate meets the criteria for the position and that the hiring procedure has been followed. Thereafter, the Divisional Dean shall forward the Committee's recommendation and the supporting data to the VPAA along with his/her own recommendation.
4. The VPAA shall have the opportunity to meet the candidate. If in favor of the recommendation, the VPAA shall request that the Vice President for Business Affairs and the College President authorize a contract offer at a specified salary. The salary offer should be decided after consultation with the Department Chair. No subsequent increase in the salary offer can be made without approval of the Vice President for Business Affairs or the President.
5. Once an offer has been accepted, the VPAA shall send a notification of appointment which shall contain the written contract specifying salary, academic rank, and duration of appointment.
6. In the event that by June 15 there are any unfilled positions for the following academic year, the VPAA is authorized to take any action necessary to fill such

vacancies for a one-year period.

VII. EVALUATION OF FACULTY

A. Frequency and Procedure.

1. Faculty who hold probationary (non-tenured) appointments shall have a yearly review conducted by the Department Chair. This review shall include, but not be limited to, an evaluation on their progress toward meeting specific criteria for tenure. In the case of a Department Chair, the appropriate Divisional Dean will conduct this review according to the same procedure. For a Divisional Dean, this review will be conducted by the VPAA, who shall follow the same procedure.

A written self-assessment should be completed by the faculty member being reviewed and submitted to the chair of the department by December 1. The Department Chair shall also review student evaluations, peer reviews of the faculty member, and other valid sources of academic evaluation.

The Department Chair will write his/her review after considering the above sources of evaluation and consulting with department faculty. The Chair's review must address the criteria for tenure and assess the faculty member's progress toward tenure. All department faculty will have the opportunity to see and endorse the Chair's review. Alternatively, a department faculty member may elect to write a separate letter regarding the evaluation of the faculty member being reviewed which will be submitted to the Divisional Dean along with the Department Chair's review. The Divisional Dean can elect to write a separate review or endorse the Department Chair's review.

The faculty member will then be sent copies of the reviews and will formally meet with the Department Chair to discuss the reviews before they are sent to the VPAA of the College. The reviews should be submitted to the VPAA by January 1 for faculty in their second year of service and by February 1 for faculty in their first year of service. The faculty member being reviewed may send a separate letter to the VPAA, if (s)he desires.

2. **Evaluation of Tenured Faculty Members.** In the interest of encouraging continuous faculty development, and to insure that faculty are performing at an acceptable level, every tenured faculty member will receive a formal evaluation every three years. This review procedure shall be initiated by the Department Chair soliciting a self-evaluation by the faculty member being reviewed. Thereafter, the Department Chair will prepare a written evaluation based on different sources including, but not limited to, the self-evaluation, personal observation, feedback from other faculty and students, and student course evaluations. The Chair will forward his/her evaluation to the Divisional Dean. The Divisional Dean will

forward the evaluation to the VPAA along with his/her own comments or evaluation and provide a copy to the faculty member. The evaluated faculty member may submit a response to the evaluations to the VPAA. The VPAA will meet with the faculty member to discuss the reviews.

- 3. Evaluation of Chairs and Deans as Faculty.** If at the time of his/her scheduled evaluation, a faculty member is serving as a Department Chair, the process will be initiated by the Divisional Dean. The Dean will solicit feedback from other Department faculty, review the self-evaluation and student evaluations, and prepare a written evaluation to be sent to the VPAA. A copy will be given to the evaluated Chair who may prepare a response to the VPAA. The formal review will be given by the VPAA. The VPAA will initiate the process for a Divisional Dean by soliciting a self-evaluation from the faculty member. The VPAA will also consider comments from faculty familiar with the Dean's performance as faculty, along with other sources of evaluation. The VPAA will meet with the Divisional Dean to discuss the evaluations and give the Divisional Dean an opportunity to respond.
- 4. Improvement Plans.** In the case of an unsatisfactory evaluation, the faculty member will, by the end of the following semester, write a comprehensive improvement plan, which includes specific and measurable goals. This plan shall address the problem area(s) identified and shall demonstrate how the faculty member will resolve and significantly improve upon these problem area(s). This plan is to be approved in advance by the next highest level of authority (Department Chair, Divisional Dean or VPAA). The faculty member will be reevaluated at a time to be established in the plan, but not later than three (3) semesters. If significant improvement is not evident, then the Department Chair or Divisional Dean shall refer the faculty member to the VPAA for disciplinary action. The faculty member is entitled to appeal to the Faculty Review Committee any disciplinary action taken.
- B. Criteria.** In evaluating each faculty member, whether tenured or non-tenured, the evaluator should at least consider the faculty member's performance in the following areas: (1) teaching; (2) availability and commitment to students outside the classroom; (3) professional contributions such as publications, papers, exhibitions, public lectures, and continued academic growth; (4) community activities; (5) availability for college activities; and such other faculty responsibilities as set forth below.

The evaluation should be based on personal observations, feedback from other faculty members, information from the faculty member being evaluated, and student evaluations.

VIII. FACULTY RESPONSIBILITIES

In addition to such other duties as may be assigned by the President, the VPAA or the Chair, every member of the Daemen College faculty shall be responsible for the following:

- (1) To conduct assigned classes in accordance with the standards established by the faculty in consultation with the VPAA.
- (2) To teach assigned classes as scheduled, or to notify the Department Chair or a designated administrator in advance of all necessary absences from class and the arrangements made for holding such classes during these absences.
- (3) To abstain from additional or outside employment except in accordance with the policy set forth at Article XXX.
- (4) To keep abreast of his/her field and the profession by reading current professional literature, by conducting appropriate and worthwhile research within budgetary limitations, and by attending relevant conferences.
- (5) To determine at regular intervals the proficiency and accomplishments of the students in his/her courses.
- (6) To attend meetings when called by the President, the VPAA, Divisional Dean or Department Chair.
- (7) To assist in the construction and revision of the College curriculum.
- (8) To participate in meetings and to serve on committees.
- (9) To be willing to serve as a student advisor or moderator of a student organization.
- (10) To be present in designated attire at the Commencement of the College and other official academic functions.

Faculty are expected to be mindful that their special position in the community imposes special obligations on them. The public may judge our profession and the College by our public utterances; hence, each faculty member should exercise proper restraint; show respect for the opinions of others; be accurate; and make clear whether they are speaking in a personal or professional capacity.

IX. FACULTY RANK

- A. Academic Ranks.** The academic ranks at Daemen College are the following: professor, associate professor, assistant professor, and instructor.
- B. Criteria for Appointment.** The VPAA, the appropriate Divisional Dean, and each Department Chair shall jointly identify and document what constitutes an appropriate terminal degree for department faculty and shall define what constitutes appropriate scholarly and professional accomplishment as it applies to members of that department. The standards shall be maintained in the office of the VPAA and shall be reviewed every three years or earlier if conditions warrant reconsideration. These standards shall be made available for candidates for appointment, tenure and promotion.

The criteria for new appointment to specific faculty ranks are as follows:

- 1. Professor:**

- a) Must possess the appropriate terminal degree for his/her area of expertise;
- b) Must have evidence of a continuous record of
 - 1) Distinguished teaching
 - 2) Exceptional scholarly work
 - 3) Professional accomplishment;
- c) Exceptional administrative skills may also be considered.

2. Associate Professor:

- a) Shall possess the appropriate terminal degree for his/her area of expertise;
- b) Must have evidence of a continuous record of
 - 1) Effective teaching
 - 2) Scholarly work
 - 3) Professional accomplishment;
- c) Effective administrative skills may also be considered.

3. Assistant Professor:

- a) Ordinarily, shall possess the appropriate terminal degree for his/her area of expertise;
- b) Must have evidence of satisfactory teaching and have demonstrated the potential for
 - 1) Effective teaching
 - 2) Scholarly work
 - 3) Professional accomplishment.

4. Instructor:

- a) Ordinarily, shall possess the appropriate terminal degree for his/her area of expertise, or demonstrate that (s)he is developing professionally through course work towards the appropriate terminal degree;
- b) Ordinarily, a faculty member will not be employed more than three years as an instructor. Either the faculty member must be promoted or the contract will not be renewed.

C. The criteria for the initial appointment to a faculty rank shall be weighed in the following order.

1. Effectiveness as a teacher, which shall include consideration of pertinent factors including, but not limited to, the following:
 - a) Preparation of subject matter;
 - b) Ability to stimulate student interest in subject matter;
 - c) Effectiveness in relating subject matter to contemporary culture;

- d) Ability to facilitate student initiative, growth, development and respect for lifelong learning;
 - e) Ability to recognize and respond to the unique characteristics and needs of each student;
 - f) Ability to show continued growth in teaching methods and the evaluation of students;
2. Scholarly and professional accomplishment in the candidate's field of expertise, including, but not limited to, the following:
- a) Continuous generation of productive research and contributions to existing knowledge;
 - b) Demonstration of continued professional growth;
 - c) Ability to integrate information from various disciplines.

X. Tenure.

- A. Tenure is a permanent appointment to the faculty of the College. A faculty member is tenured to the institution rather than to an individual department. By means of tenure, a full-time faculty member achieves the security of a continuous appointment from which the faculty member cannot be dismissed without cause. The purpose of tenure is to contribute to and protect academic freedom by providing economic security. Tenure does not guarantee a lifetime contract regardless of performance and nothing in this subsection shall restrict the College's right to terminate a faculty member for cause or in the case of financial exigency.

A full-time faculty member seeking tenure must apply no later than his/her sixth year of full-time teaching at the College. If tenure is denied, or if no application is made by the sixth year, a terminal contract shall be issued for the following year. While it is permissible for a candidate to apply for tenure prior to the sixth year, if the application is denied, a terminal contract will be issued for the following year.

A faculty member who wishes to withdraw a tenure application must do so by written request to the Chair of the Promotion and Tenure Committee prior to the Committee's meeting with the President. If the candidate is in his/her sixth year, a terminal contract will be issued.

- B. Criteria for Promotion & Tenure.** A positive evaluation by the Promotion and Tenure Committee of the application affirms that it is in the best interest of Daemen College to offer the candidate a continuing appointment. In making this evaluation, the Committee shall apply the following criteria:

1. Evidence of Teaching Excellence and Effectiveness. Daemen College is primarily an undergraduate institution devoted to a Liberal Arts education and, as such, the candidates' teaching is the most important criterion in evaluating their applications. Excellence and effectiveness in teaching should be demonstrated by a

portfolio which may include, but is not limited to: a statement of teaching philosophy and pedagogy, course syllabi and objectives, narrative evaluations of the candidate, evidence of how the candidate addresses the Core Competencies, evidence of effectiveness as an academic or research advisor, evidence of mentoring students, creation of student manuals, description of any grants received for the improvement of teaching, description of distance learning courses, description of new courses developed or new instructional techniques employed. The office of the VPAA will store originals of Daemen College course evaluations and will provide the Promotion and Tenure Committee with copies of the evaluations, written comments and departmental evaluation summaries. Candidates are encouraged to include any other materials they deem significant in demonstrating distinction in teaching.

2. Evidence of a Record of Scholarship and Professional Development. It is the responsibility of the department, with the approval of the VPAA and Divisional Dean, to inform incoming faculty members in writing of departmental scholarship expectations. It is the candidates' responsibility to demonstrate to the Promotion and Tenure Committee that their scholarship meets the standard for their disciplines.

Evidence of scholarship and professional development may include, but is not limited to: publication of books, journal articles, textbooks, conference proceedings, performances, shows, papers presented at conferences, poster presentations, book reviews, published creative writing, and professional practice. Candidates are encouraged to include any other materials they deem significant in demonstrating distinction in their scholarly and professional development.

Candidates should provide the Promotion and Tenure Committee with a description of their publications, presentations or performances as well as of their research interests. Ordinarily, the Promotion and Tenure Committee will place emphasis on research completed while employed by Daemen College, but research done at other institutions may be included as evidence of the candidates' record. The candidates are encouraged to provide outside evaluation of their research record.

- 3. Evidence of an Appropriate Terminal Degree.** Every department, with the approval of the VPAA and the Divisional Dean, must establish the "appropriate terminal degree" for positions in their department. This should be indicated on the contract when a faculty member is hired and should be addressed, as necessary, in the yearly evaluation.
- 4. Evidence of Service and Contributions to the College.** Service and contribution to the college may include, but is not limited to: participating in departmental, divisional and college-wide committees; participating in or mentoring of student organizations and activities; working as liaison with community groups; organizing academic, professional or cultural events; creating a new program in the faculty member's discipline; creating a new interdisciplinary program; proposing new programs; revitalizing existing programs; creating distance learning programs; attracting outside funding; special efforts to recruit and retain

students.

C. Procedure For Tenure.

1. Candidates applying for tenure must submit an application with supporting material to the Department Chair person by October 15. A Department Chair applying for tenure must submit a written application to the Divisional Dean by October 21. The candidate must also inform the office of the VPAA in writing of their application to apply for tenure. The VPAA will notify the Promotion and Tenure Committee of the tenure application.
2. The application must include the candidate's credentials, all annual reviews received and evidence that (s)he meets the tenure criteria set forth in Article X. The candidate is solely responsible for producing evidence supporting his/her application.
3. By October 21, the Department Chair shall forward the application to the Divisional Dean with a recommendation either supporting or opposing the application. The Divisional Dean shall review the application and submit it to the VPAA by November 1 along with his/her recommendation. Recommendations by the Department Chair and the Divisional Dean shall specifically address the candidate's compliance with each of the criteria for tenure listed in Article X.
4. All full-time faculty members of the candidate's department who have been at the College at least one year will be requested to write letters to the Promotion and tenure Committee either supporting or opposing the candidate's application. The letters should be sent to the office of the VPAA and should address all of the criteria for tenure published in the Handbook. The office of the VPAA will provide copies of the yearly faculty evaluations by Department and Divisional Deans to the candidate and to the Promotion and Tenure Committee. Copies of the letters from the Departmental Chair and Divisional Dean will also be provided to the candidate. All other letters received by the Promotion and Tenure Committee are confidential and will not be given to the candidate. If the letters contain negative information about the candidates which is not presented in the letter from the chair, the Promotion and Tenure Committee will summarize this information and present it to the candidate for response, prior to reaching a decision. The summary will be done in such a way as to ensure the confidentiality of the letters to the extent practical. The candidate will receive the information by November 22 and must respond by December 1. The office of the VPAA will provide the full application and supporting materials to the Promotion and Tenure Committee by November 1.
5. The Promotion and Tenure Committee will discuss each application and will vote and make its recommendation by December 12 and will then meet with the VPAA. **The committee discussion will remain confidential.**
6. The Promotion and Tenure Committee and the VPAA will meet with the President by **December 20** to present their recommendations. If the President supports a recommendation that tenure be awarded, the President shall present this

recommendation to the Board of Trustees for approval. In the event that the President's recommendation is contrary to that of the Committee, both the President and the Chairperson of the Committee shall present their recommendations to the Board of Trustees. If the recommendation of the President and the recommendation of the Committee is to deny tenure, no presentation to the Board of Trustees is required, and the President will notify the faculty member of the decision in writing along with the reason for denial. When the Board of Trustees has taken formal action approving tenure, the President shall write the letter advising the faculty member and a copy will be sent to the Department Chair and Divisional Dean.

D. Action by Board of Trustees.

1. If the Promotion and Tenure Committee recommends granting tenure and the President concurs with this recommendation, the President shall present the joint recommendation for tenure to the Board of Trustees. The Board of Trustees shall take formal action on the application within ten (10) calendar days of receipt of the joint recommendation. Within ten (10) calendar days of receipt of the Board's decision, the President shall generate a letter to the candidate, stating whether tenure has been granted or denied and, if denied, the specific reasons for denial if expressed by the Board. There shall be no appeal of decisions by the Board of Trustees in this instance.
2. If the Promotion and Tenure Committee recommends denial of tenure and the President concurs with this decision, the President shall write a letter to the candidate indicating the specific reasons for the negative determination. This letter shall be sent to the candidate no later than January 12 and will notify the candidate of the right to seek review of the process by the Faculty Review Committee. A negative recommendation following joint action by the President and the Promotion and Tenure Committee will not be forwarded to the Board of Trustees until the review process is complete or waiver of the review process has occurred.
3. If the Promotion and Tenure Committee and the President disagree on the recommendation, the President and the Chair of the Promotion and Tenure Committee shall present the respective views to the Board of Trustees. The Board of Trustees shall then take formal action on the application, and the President shall generate the appropriate letter to the candidate.

E. Appeal of Denial of Tenure.

1. A candidate seeking review of a negative recommendation must follow the following procedure:
 - a) A letter requesting the review, and identifying the reasons therefore, must be prepared by the candidate and delivered to the President and the Chair of the Promotion and Tenure Committee within ten (10) calendar days following receipt of the letter of negative recommendation. Failure to do so will constitute waiver of the

right for a review.

b) The Chair of the Promotion and Tenure Committee will then immediately forward the letter to the Faculty Review Committee for consideration.

c) The scope of review by the Faculty Review Committee shall exclusively be to investigate whether proper procedures, as stated in this Handbook, were followed in the Tenure Application Process. The Faculty Review Committee may, at its discretion, interview the candidate and other persons relevant to the candidate's tenure application process.

d) No later than February 15, the Faculty Review Committee shall report its opinion in writing to the President of the College and to the Promotion and Tenure Committee. Thereafter, Promotion and Tenure Committee will reconvene to reconsider its decision in light of the Faculty Review Committee's report. A copy of this report shall be made available to the appellant by February 15. The opinion of the Faculty Review Committee is advisory and not binding on the Promotion and Tenure Committee or the College.

e) Not later than March 1, following reconsideration, the final recommendation of the Promotion and Tenure Committee shall be reported to the President. There shall be no appeal from a negative recommendation following reconsideration. The final recommendations of the Promotion and Tenure Committee and the President will then be presented to the Board of Trustees along with the report of the Faculty Review Committee.

f) The review process shall be complete and the case ready for presentation to the Board of Trustees no later than March 10. After the decision by the Board, the President shall generate the appropriate notification letter. There will be no appeal from the decision of the Board of Trustees. No contract shall be issued until the Board has made a final decision.

XI. Promotion

A. **Application Procedure.** A faculty member may apply for a promotion to the next higher academic rank by submitting a written application to his/her Department Chairperson. A copy should also be sent to the office of the VPAA. The application must contain the candidate's credentials, any annual reviews received, and evidence that (s)he meets the promotion criteria specified in Article IX. The candidate is solely responsible for producing evidence supporting his/her application. The application and supporting material must reach the Department Chairperson no later than October 15. The Department Chair shall forward the faculty member's application to the Divisional Dean, with a written recommendation, no later than October 21. The Divisional Dean shall review the materials and forward them, with a written recommendation, to the office of the VPAA no later than November 1. Recommendations prepared by Department Chairs and Divisional Deans shall specifically address the candidate's compliance with each of the criteria for

promotion listed in Article IX. A copy of the chair's and the Dean's recommendation must be sent to the candidate.

Letters of recommendation and supplemental supporting material produced by the candidate may, at the discretion of the candidate, be sent directly to the Office of the VPAA for inclusion with the candidate's promotion application. A candidate may request verification from the VPAA office that supportive evidence has arrived.

Department chairs applying for promotion shall submit a written application to the Divisional Dean along with his/her credentials and other evidence that justifies the promotion no later than October 21. The Divisional Dean shall forward the application along with a recommendation, to the office of the VPAA by November 1. Divisional Deans shall similarly forward their application to the office of the VPAA.

All applications for promotions, recommendations and supporting documents should be sent by the Office of the VPAA to the Faculty Promotion and Tenure Committee by November 1.

B. Promotion and Tenure Committee. The Faculty Promotion and Tenure Committee shall meet by December 1 and consider all evidence presented by the candidate. The Committee may consult faculty, student, and administrator evaluations when considering the application. The Committee shall deliberate and vote (majority vote required) on the application by December 12. The Committee will then meet with the VPAA. After such meeting, the Committee shall render a written report to the President recommending or not recommending the approval of the application. The report shall contain the Committee's rationale. The Committee's decision will remain confidential.

C. Criteria For Promotion. Generally, the nature and weight of the criteria for promotion to a particular faculty rank are the same as those for appointment to that rank, as set forth in Article IX; however in addition, a candidate for promotion to professor must have taught for at least four (4) years as an associate professor at Daemen College, and a candidate for promotion to associate professor must have taught for at least four (4) years as an assistant professor at Daemen College.

D. Approval Process. The Promotion and Tenure Committee and the VPAA shall meet with the President and present their recommendation by December 20. If the President supports a recommendation that the promotion be awarded, the President shall present this recommendation to the Board of Trustees for approval. In the event that the President's recommendation is contrary to that of the Committee, both the President and the Chairperson of the Committee shall present their recommendations to the Board of Trustees. If the recommendation of the President and the recommendation of the Committee are to deny the application, no presentation to the Board of Trustees is required, and the President will notify the faculty member of the decision in writing along with the reason for denial. A denial of a promotion does not prohibit a subsequent application during a following

term. There is no appeal from a denial of a promotion.

When the Board of Trustees has taken formal action approving a promotion, the President shall write the letter of promotion to the faculty member and a copy will be sent to the Department Chair and Divisional Dean.

XII. TERMINATION OF Faculty

A. Non-Tenured Faculty.

1. **Non-Tenured Faculty Serve Pursuant to Contracts for a Specific Period of Time.** A non-tenured faculty member will not be terminated during the term of the contract except for cause as listed in this Handbook or as set forth in the faculty member's contract. A decision not to renew a contract of a full-time non-tenured faculty member should be made in accordance with the procedure set forth below. Full-time faculty who do not receive notice of non-renewal by the required dates can assume renewal of contract. Those non-tenured faculty serving pursuant to a contract of more than one (1) year shall receive notification of the salary for the next academic year by March 15. The contracts of part-time faculty terminate at the end of the contract year and no notice is required.
2. **Notice of Non-Renewal.** If the College intends to terminate a full-time, untenured faculty member's employment at the end of the contract year and not issue a contract for the succeeding year (non-renewal) no cause is necessary, however written notice of non-renewal must be given the faculty member in accordance with the following policy:
 - a) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
 - b) Not later than January 15 of the second academic year of service, if the appointment expires at the end of that year, or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
 - c) At least twelve months before the expiration of an appointment after two or more years in the institution.
3. **Procedure for Non-Renewal.**
 - a) Normally, the non-renewal of a probationary faculty member's contract is the responsibility of the Department Chair after receiving the approval of a majority of the tenured members of the department. In a department with less than three tenured faculty members, the Chairperson shall take this initiative only after receiving the approval of the majority of the members of the Departmental Personnel Advisory Committee.

When the non-tenured faculty member in question is the Department Chairperson, or when the Department Chairperson remains impervious to continual complaints about one of the Department faculty members, non-renewal shall be initiated by the appropriate Divisional Dean who must seek and obtain approval of a majority of the Departmental Personnel Advisory Committee.

If the non-tenured faculty member is a Divisional Dean, or if the department or Divisional Dean fails to act, the above process may be initiated by the VPAA.

- b) The notice of non-renewal will be sent by the office of the VPAA with copies to the Divisional Dean and Department Chairperson.

4. Appeal of Non-Renewal. A faculty member who has received a notice of non-renewal may seek review from the Faculty Review Committee. The Notice of Appeal must be in writing and delivered to the Chairperson of the Faculty Review Committee within fifteen (15) calendar days after the notice of non-renewal was sent. The review by the Faculty Review Committee shall be limited to whether the proper procedure for non-renewal was followed. No hearing is required, although the Faculty Review Committee may consider written arguments and/or interview relevant witnesses including the appellant. The decision of the Faculty Review Committee shall be sent to the VPAA who will make the final decision.

B. Tenured Faculty. Faculty members who are awarded tenure in accordance with Article X are given a permanent appointment and may only be terminated for cause, program termination/reduction or financial exigency as set forth in subparagraph C, E and G below.

C. Termination for Cause. Tenured and untenured faculty, whether full-time or part-time, may be disciplined, including such sanctions as suspension or termination at any time during the employment term for cause which shall include, but not be limited to, any of the following:

1. For consistently failing to meet responsibilities as a faculty member as set forth in Article VIII;
2. Willful dishonesty, including, but not limited to, theft, academic dishonesty, research misconduct, plagiarism or forgery;
3. The actual or attempted use, sale, distribution, or possession of an illegal drug at any time;
4. Physical abuse or threat of abuse of another member of the College;
5. A violation of the College's policy prohibiting sexual harassment;
6. The commission of an act which constitutes a crime under Federal or State law;
7. For serious violations of professional ethics.

D. Procedure for Termination or Discipline for Cause.

1. When a faculty member engages in conduct encompassed by the preceding paragraph, the VPAA will consult with the Department Chair and Divisional Dean to review the facts and develop a course of action. Where possible, an effort will be made to agree on a resolution acceptable to the faculty member involved. If the matter is not resolved by this informal process, the VPAA will determine the appropriate discipline. The VPAA will provide the faculty member with a detailed, written explanation of the reasons for the discipline. Discipline will not be used to restrain faculty members in their exercise of academic freedom.
2. A faculty member who has been suspended or terminated may request a review proceeding, within seven days of receiving the letter of discipline by sending a letter to the VPAA and to the Faculty Review Committee.
3. The Faculty Review Committee will promptly schedule a hearing in an effort to complete the review within thirty days. The faculty member will be given at least ten (10) days' notice of the hearing unless a shorter period is agreed to by the faculty member. Members of the Faculty Review Committee who have been involved directly in earlier stages of the dispute will be replaced by elected alternate members. The faculty member will be permitted to appear and speak before the Committee and may be assisted by an advisor. The advisor may consult with the faculty member, but may not directly participate in questioning witnesses. Documents and other evidence directly related to the proposed reasons for the discipline will be made available to the Committee and the faculty member by the administration, and the faculty member may present documents, letters, and other evidence. The faculty member, the administration, and the Committee may call witnesses who have information relevant to the dispute to testify before the Committee, and all parties and the Committee will have the right to ask questions and cross-examine these individuals. The hearing will be closed to only the parties and their witnesses unless all parties including the VPAA and the Committee agree to a public hearing. A stenographic or tape recorded record of the meeting will be made available to the Committee, the faculty member and the VPAA.

The Faculty Review Committee, by majority vote, will determine whether or not adequate cause for the discipline has been established and will so report to the VPAA. The standard of proof shall be a preponderance of the evidence. The Committee may recommend alternative disciplinary action such as a formal reprimand, or suspension without pay for a specific period of time. In cases of research misconduct, the committee may recommend the suspension or termination of the research in question. The Committee's recommendation will be made to the VPAA. If the VPAA agrees with the Committee's finding, he or she will report their recommendation to the President. If the Committee and the VPAA disagree, they will meet with the President to present their views. The President will report his or her final decision to the VPAA who will inform the faculty member and the Committee.

4. Suspension of the faculty member during dismissal proceedings is justified if the continued presence of the faculty member on campus will present a serious disruption to the department, to the conduct of classes, or if the faculty member presents danger to him or herself, to others, or to the College. Suspension of a faculty member during the period of dismissal proceedings will be with pay unless the reasons for dismissal involve a criminal offense. The faculty member, if he or she has requested a Faculty Review Committee proceeding on dismissal, may also have the Committee consider whether a suspension without pay was justified.
5. If a tenured faculty member is terminated for reasons other than misconduct, the faculty member will receive a severance payment equal to his or her salary to the end of the Spring Semester in the current academic year or six (6) months, whichever is longer. A non-tenured faculty member who is terminated before the end of the contract term for cause not constituting misconduct shall receive a severance payment of three (3) months salary. A non-tenured faculty member who is not renewed shall not be entitled to a severance payment.

E. Termination of Appointments Due to Financial Exigency. Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may also occur under circumstances because of a bona fide financial exigency, *i.e.* an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means.

1. Evidence that a state of financial exigency exists will be presented to the Faculty Senate by the President of the College on behalf of the Board of Trustees. The Faculty Senate, after discussion, may vote to concur in the decision that financial exigency is in effect, or may dissent and follow the procedures in this section under protest.
2. The Faculty Senate will elect a Faculty Reduction Committee from the full-time faculty consisting of four tenured and four untenured faculty members. The VPAA will meet with the Faculty Reduction Committee to discuss the extent and distribution of faculty reductions. This discussion shall include solutions such as early retirement offers and other good-faith efforts to minimize the necessary cuts. If a joint resolution cannot be reached, the Administration shall implement the solutions it believes to be in the best interests of the College, while observing the standards of seniority in subparagraph F.
3. A faculty member who receives notice of the administration's intention to terminate his or her appointment because of financial exigency will have the right to a hearing before the Faculty Reduction Committee. The issues in this hearing may include:
 - a) The existence and extent of the condition of financial exigency unless the Faculty Senate has concurred that such a condition exists. The administration must provide evidence of the existence and extent of the condition. The findings of a faculty committee in a previous proceeding involving the same issue may be introduced.

- b) Whether the selection of the faculty member for termination was arbitrary or an abuse of discretion.
4. If the institution, because of financial exigency, terminates appointments, it will not at the same time make new appointments except in extraordinary circumstances where a serious distortion in the academic program would otherwise result. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result. In all cases of termination of appointment of a tenured faculty member because of financial exigency, the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years, unless the released faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.
5. Before terminating an appointment because of financial exigency, the institution, in conjunction with the Faculty Reduction Committee, will make reasonable effort to place a tenured faculty member affected in another available and suitable position within the institution. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered.
6. Full-time, tenured faculty terminated pursuant to this section shall receive twelve months' notice, salary in lieu of notice or a combination thereof. Full-time faculty members without tenure will receive salary, notice or a combination thereof of three (3) months if the faculty member has been employed less than two (2) years at the time the notice is given. If employed more than two academic years, the faculty member shall be given six (6) months' notice and/or salary.

F. Determination of Faculty Seniority for Purposes of Faculty Reduction Due to Financial Exigency

1. A tenured faculty member is senior to a non-tenured faculty member.
2. A faculty member is tenured to the institution rather than to a specific department.
3. In case of faculty reduction, seniority shall be determined by the number of years of service to the College with full-time instructional contracts. If two faculty members have the same number of years of full-time service, the person with the greater number of hours of part-time service shall have the greater seniority. Sabbaticals or authorized leaves of absence (for the purpose of promoting professional development of the faculty member) for one year or less shall be considered as full-time instructional experience.

- G. Discontinuance of Program or Department Not Mandated by Financial Exigency.** Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur as a result of bona fide discontinuance of a program or department of instruction.

The following standards and procedures will apply.

1. The decision to discontinue a program or department of instruction will be based upon educational and/or economic considerations. The faculty members of the program involved will be afforded an opportunity to present evidence for the continuation of the program to the Educational Policy Committee, which will make recommendations to the VPAA.
2. Before the administration issues notice to a tenured faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the institution will make every effort to place the displaced, tenured faculty member in another suitable and available position. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered. If no position is available within the institution, with or without retraining, the tenured faculty member's appointment may be terminated, but only with provision for notice and/or salary continuation of twelve (12) months or a combination thereof.
3. A faculty member may appeal a proposed termination resulting from a program discontinuance and has a right to a hearing before a Faculty Reduction Committee. The faculty member has the right to appear before this committee and to present evidence in support of continuing the program, including testimony by academic colleagues from within the College and from other institutions. In such a hearing, the Faculty Reduction Committee will make a recommendation to the VPAA who will render the final decision.
4. If the administration recommends reducing a degree program in number of faculty positions, rather than discontinuing the program, the proposed reduction shall first be considered by the Educational Policy Committee on educational grounds. If the Educational Policy Committee recommends a reduction in faculty numbers in the program, the Faculty Reduction Committee will recommend to the VPAA the positions to be terminated.

XIII. Dispute Resolution Procedure

A. Purpose and Scope. Should a dispute arise concerning the interpretation or application of this handbook affecting any member of the faculty, except promotion, tenure, non reappointment, or dismissal or disciplinary action for cause, it shall be exclusively resolved in accordance with this Dispute Resolution Procedure.

B. Preliminary Review. It is recommended that, where possible, the matter first be discussed with the appropriate Department Chair and/or the appropriate faculty body or committee with a view towards resolving the matter at the lowest level possible. Subsequent levels of review shall consider compliance with the spirit of this provision in rendering decisions.

C. Formal Procedure.

1. Within thirty (30) calendar days of the act or omission giving rise to the dispute, the matter shall be reduced to writing and submitted to both the VPAA and the chair of the Faculty Review Committee.
2. Within thirty (30) calendar days after receipt of the dispute, the Faculty Review Committee shall hold a hearing at which the person initiating the matter shall present such evidence and witnesses as (s)he deems necessary. The Committee may also review additional evidence and witnesses it deems relevant and necessary for its decision. Within ten (10) calendar days after the completion of the hearing, the Committee shall render a written opinion, stating the rationale, to the VPAA with respect to the resolution of the dispute. The written opinion and recommendation may contain minority comments if appropriate. A copy shall be sent to the faculty member.
3. After receipt of the opinion and recommendation of the Dispute Resolution Committee, the VPAA will render a decision on the matter.
4. Review by the President. If the decision of the VPAA is substantially contrary to the recommendation of the Faculty Review Committee, the chairperson may, within five (5) calendar days, request that the matter be presented to the College President. In such event, the VPAA shall be required to present the matter to the President (including the written recommendation of the Faculty Review Committee). Thereafter, the President shall render a final decision and provide a copy to all parties.
5. Administration Initiated Matters. A matter relating to the handbook involving the faculty may be initiated by any member of the administration by reducing the issue to writing and submitting it in accordance with subparagraph 2 above. The matter shall then be processed in the same manner as any other dispute.

XIV. Academic Freedom

Every faculty member is entitled to freedom of research and publication, and freedom of classroom discussion.

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.

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.

Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

Faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

Faculty members are citizens, members of a learned profession, and representatives of the College. When faculty members speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, faculty members should remember that the public may judge their profession and the College by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the College.

XV. Faculty Development

A. Faculty Awards. The College recognizes that the institution and its students derive a substantial benefit from having faculty who are leaders in their field and are knowledgeable of the latest developments in their area of expertise. To this end, the College has instituted a policy of granting various awards of paid and unpaid release time for faculty to pursue additional knowledge. These awards include:

1. Reassignment time;
2. Summer stipend;
3. Sabbatical; and
4. Unpaid leaves of absence.

B. Faculty Development Awards. The Faculty Development Committee makes recommendations to the VPAA for reassigned time, summer stipends, and sabbaticals, to promote scholarly development of the faculty.

C. Criteria. The scope of the proposed project should be considered by the faculty member and by the committee in deciding whether the proposal is appropriate for a summer stipend, released time or sabbatical. Proposals should explain how the project will contribute to the applicant's field of study. Proposals may be related to development of innovative teaching methods or the publication of textbooks or other materials for teaching, but proposals for new courses will not be eligible for these awards. Proposals should include a description of the proposed project, including bibliography, and the applicant's curriculum vitae, to provide evidence for the significance of the proposed project and the applicant's potential to complete it. The

applicant may submit copies of previous publications or other evidence of completed work, and may supply letters from professional colleagues.

D. Procedure.

- 1. Eligibility to Apply.** Any current full-time faculty member who is in at least his or her second year of full-time teaching at the College is eligible to apply for reassigned time or summer stipends. Normally faculty members must have completed seven (7) years of full-time service in a professional rank at Daemen College to be eligible for a sabbatical.

The applicant shall submit a written proposal with supporting documentation to the Chair of the Faculty Development Committee with a copy to the VPAA. The suggested formats are as follows:

a) Reassigned Time:

- . - 1 page proposal
- . - supporting bibliography (if applicable)
- . - curriculum vitae
- . - supporting letters from chairs and optional outside sources.

b) Summer Stipend:

- . - 1 page proposal
- . - supporting bibliography (if applicable)
- . - curriculum vitae
- . - supporting letters from chairs and optional outside sources

c) Sabbatical:

- . - 1 page abstract
- . - maximum 10 page rationale/description of the project
- . - supporting bibliography (if applicable)

- . - curriculum vitae
- . - supporting letters from chairs and optional outside sources.

- 2. Role of Department and Divisional Deans.** Department Chairs are asked to comment on the four criteria set forth above and the impact of the proposal on the department. In the case of an application by a Department Chair, the Divisional Dean is asked to comment on the four criteria given above and the impact of the proposal on the department.

The applicant should be given a copy, or allowed to read, all letters submitted by chairs or other faculty that apply to his/her proposal. The proposer may submit other letters of support if they are from an acknowledged expert in the area of the proposal. In addition, the committee can request letters from faculty other than the chairs if they deem it appropriate or necessary.

3. Timing of Awards.

- a. Faculty members who have received summer stipends or released time awards will not be eligible to apply for an award in the same category for two academic years; however, they may apply for an award in a different category the following academic year.
- b. A recipient of sabbatical leave is not eligible for reassigned time or a summer stipend for a minimum of two years and may not receive another sabbatical for a minimum of seven years.
- c. Recipients of release time for research are not eligible for overload teaching during the period of the awards, and the recipients of summer research stipends are not eligible to teach summer school courses during the period of the award.
- d. The procedure for electing the Faculty Development Committee is in section V.G. Applicants will be given one month's advance notice of deadlines for application. The committee will forward its recommendations for Faculty Development Awards to the VPAA no later than May 1st.

- E. Sabbatical Leave.** The Board of Trustees may grant sabbatical leave to a full-time faculty member with compensation as follows: One semester leave with fully contracted salary for that semester; one year leave with one half of contracted salary for that year. In return, a faculty member granted a sabbatical shall agree to one full year of service commencing with his/her return to the College or (s)he shall be liable for the funds received during the period of sabbatical leave. After a faculty member returns from a sabbatical leave, (s)he shall submit a detailed report to the President of his/her activities in a form suitable for publication in the President's Report. A copy of this report will be sent to the chair of the Faculty Development Committee.

Sabbatical leaves are not guaranteed. Evidence must be submitted describing the

benefits accruable to the College by such leave; for example, increased teaching effectiveness, research value, or enhanced professional status. A sabbatical leave is granted to a full-time faculty member in recognition of his/her service to the College in order to provide him/her with the opportunity for scholarly development. It is understood that such leave is not intended for purposes of recreation or recuperation. Sabbatical leave may be granted only when the absence of the faculty member will not seriously impair the interests of the College.

A full-time faculty member with the rank of Professor, Associate Professor, or Assistant Professor is eligible for sabbatical leave after at least seven years of full-time service in a professional rank.

- F. Leave of Absence.** A leave of absence without pay for one semester or one academic year may be granted to faculty in ranks of assistant, associate or full professor who have completed three years of full-time teaching at Daemen College. Such leaves of absence may be granted for research, study, travel, and other activities that will clearly add to the understanding of the applicant's field of knowledge.
- G. Sabbatical and Leave of Absence Application Procedure.** The faculty member seeking a sabbatical or leave of absence shall submit his/her written application, stating the reasons for such a request, to the Board of Trustees through the Department Chairperson, the Divisional Dean, the VPAA and the President of the College, in that order, each appending a letter of recommendation. Department Chairpersons seeking a leave of absence will submit a similar request to the Board of Trustees through the Divisional Dean, the VPAA, and the President of the College. Divisional Deans shall submit a similar request to the Board of Trustees through the VPAA and the President of the College. It is understood that the faculty member who receives a sabbatical or a leave agrees to return to the College for at least one additional year. The year or semester spent on sabbatical or leave of absence shall be credited as full-time service in determining tenure and/or promotion, salary increment, and merit pay. Although no pay shall be given to the faculty on leave of absence, the faculty member may elect to retain, at his/her own expense, membership in the various insurance plans available to full-time faculty members. (S)he may also elect to pay his/her contribution to the T.I.A.A. in its entirety. Members of the faculty granted sabbaticals or leaves shall not be eligible for selection or appointment to standing committees and shall not have voting privileges during their absence.
- H. Travel and Research Funding.** (Section updated 3/13/07). Faculty members may request funding for expenses related to some professional activities. Faculty may apply to the Faculty Travel Committee for reimbursement of some or all travel costs incurred while attending conferences where faculty deliver papers or serve on panels. An application form with guidelines and receipt requirements is available electronically at the Faculty portion of the Daemen website.

Requests for travel funds for research purposes must be approved by the Faculty Research Committee.

Faculty may apply to the Faculty Research Committee for funding to cover expenses related to conducting research, which may include travel costs, research supplies, photocopying or student support. All faculty members who receive such funds are expected to submit a report to the committee indicating the outcome of the research project along with receipts indicating expenditures. The guidelines for submitting a proposal to the Faculty Research Committee are available electronically at the Faculty portion of the Daemen website.

Special arrangements made by the faculty member for any classes missed during a trip must be approved by the Department Chair and notification shall be given to the Associate Dean.

XVI. Salary

- A. Salary.** The Faculty Senate Salary Committee shall meet annually with the President of the College to discuss faculty salaries and fringe benefits for the following contract year. If, after the meeting with the President, there is no substantial agreement between the Committee and the President, the matter may be brought before the Trustee Committee on Business Affairs. This shall be accomplished by having a written report of the Salary Committee placed on the agenda of the next scheduled meeting of the Business Affairs Committee by one or more of the faculty members on the Business Affairs Committee. If a meeting of the Business Affairs Committee has not already been scheduled; a special meeting shall be called for this purpose. The Salary Committee shall be furnished relevant financial information from the College's financial statement pertaining to faculty salaries.
- B. Salary Payments.** All full-time faculty members shall be paid in 26 equal installments on alternate Wednesdays from September 1 through August 31. Should any of the above payment dates fall on a holiday, payroll checks shall be issued on the previous banking day. Payments shall be made in accordance with the salary scale as recommended by the President of the College and determined by the Board of Trustees.
- C. Summer Teaching and Overload Payments** will be as follows:
1. Remuneration to Daemen College full-time faculty for teaching credit courses or required non-credit courses over and above the full-time load during the academic year will be made at the rate of 8% of the full-time contracted salary for each three-credit hour course.
 2. During the summer, a faculty member's salary will be 75% of the tuition paid by the students for each three semester hour course, not to exceed 8% of the full-time contracted salary.
 3. Remuneration for teaching Cooperative Education courses during the summer on a directed independent study basis will be made at the rate of 38% of the total tuition

paid by the student.

4. Remuneration for teaching credit free courses which are not required will be separately negotiated.

XVII. Retirement Provisions

A. Social Security. Social Security benefits begin to accrue immediately upon the employment of any faculty member. The cost of these Social Security benefits is shared by the College and the employee at the prevailing rate as established by Federal Law. To participate in the Social Security program, each new faculty member must file a W-4 form in the Business Office before payroll checks can be processed. Under this program, all employees have Old Age, Survivors, and Disability Insurance Benefits under Federal Social Security Law.

B. Daemen College Retirement Plan. Full-time faculty are eligible to participate in the Daemen College Retirement Plan on a voluntary basis after completing one (1) year of service at the College. Contributions under this plan will be made in accordance with the following schedule:

| | |
|--|-----|
| . . . Plan Contribution as a Percentage of Regular Salary: | |
| By Faculty Member: | 5% |
| By the College: | 8% |
| Total: | 13% |

Eligible employees can elect to have their retirement contributions involved with one of the following companies:

1. Teacher Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF).
2. AXA Advisors (formerly Equitable Life Assurance Society).

Detailed description of the plans offered above are contained in the individual plan contracts and in the Daemen College Retirement Plan Summary Plan Description which will be distributed to all participants. Any questions concerning these plans should be brought to the Personnel Office.

C. Other Retirement Annuities. Faculty who wish to contribute before the time they are eligible to participate in the Daemen College Retirement Plan, or who wish to contribute more than 5% of their basic salary under the Daemen College Retirement Plan may do so. Contributions are made by the faculty member into Retirement/Annuities offered by either the AXA or TIAA/CREF.

D. Tax Deferred Annuity Option. Every faculty member participating in the Daemen College Retirement Plan may seek a current tax savings by reducing his/her own salary voluntarily by the amount of his/her contribution to the plan. The result is that the participant obtains a tax benefit during his/her working years because his/her salary reported for tax purposes is reduced by the amount of his/her contribution. However, the participant may subsequently pay taxes on his/her annuity income received after retirement. The theoretical advantage of the tax/sheltered provision is that the retired participant would presumably be in a lower tax bracket after his/her retirement due to his/her reduced income compared with his/her working years. Participation in this tax-sheltered provision incurs no cost to the College. A special agreement form between the individual faculty member and the College for participation in the tax-sheltered provision is available in the Personnel Office. This completed agreement must be signed and presented to the Vice President for Business Affairs.

XVIII. Insurance Programs

A. Medical and Dental Insurance Plan. Group membership in the Daemen College Multi-Component Group Health Plan is available to all full-time faculty members [as of 7/1/2006]. This plan includes hospital and medical insurance, major medical insurance, a prescription drug plan and a dental program. There are three component plans under the Daemen College Multi-Component Group Health Plan:

- The Daemen College Health and Dental Plan. This component plan provides for group medical insurance medical benefits and dental benefits. The group medical insurance benefits are provided under subscriber contracts issued by the Independent Health Association ("IHA"), a health maintenance organization, and the College self-insures the dental benefits under an administrative services agreement with The Guardian.
- The Daemen College Medical Expense Reimbursement Plan. Under this component plan, the College reimburses a specified amount of eligible out of network health care expenses that count toward the out of pocket maximum under the IHA contracts.
- The Daemen College Health Reimbursement Arrangement. Under this component plan, the College reimburses a specified amount of eligible health care expenses.

The College and a participating employee share the cost of group medical insurance coverage. Under the College's current policy, the College's maximum monthly premium contribution for medical insurance is calculated annually. It is based on the 1992 premium paid for Blue Cross/Blue Shield of WNY single and family coverage including dental, increased each year by the percentage increase of the U.S. Department of Labor Regional Consumer Price Index for the prior year. The employee pays the amount by which the cost of the medical insurance

coverage selected by the employee exceeds the College's maximum monthly premium contribution. The employee's share is deducted from the employee's paycheck on a pre-tax basis upon written authorization under the Daemen College Premium Payment Arrangement.

Applications for health and dental coverage must be filed in the Personnel Office within the first 30 days of employment. If an employee does not submit an application within the first 30 days of employment, (s)he will not be able to enroll in the plan until July 1. In this instance, applications must be in the Personnel Office by May 15 with coverage becoming effective July 1. An eligible employee who is already a member of a health insurance plan elsewhere may transfer to the Daemen College group plan at any time. Coverage then becomes effective 30-45 days after submission of the transfer application. Employees may switch from one health insurance program option to another only on July 1. Applications for this change must be filed in the Personnel Office by May 15 with coverage becoming effective July 1.

After fifteen (15) years of employment at the College, fully retired faculty members may continue to participate in the Daemen College Health Insurance Plan indefinitely at their own expense.

Detailed descriptions of the plan offered above are contained in the Daemen College Multi-Component Group Health Insurance Plan are contained in the summary plan descriptions for the component plans, which are distributed to participants and available in the Personnel Office.

- B. Continuation of Health Insurance Coverage – COBRA.** An employee and his/her dependents are eligible to continue group health insurance coverage when it would otherwise end. The continued coverage would be in the same program the employee participated in at the time coverage ended. You do not need to show that you are insurable to choose continuation coverage.

Continuation will be offered to the employee, his/her spouse, former spouse (or legally separated spouse) or the employee's dependent child who ceases to be an eligible dependent under the plan - when one of the following "qualifying events" occurs:

1. The employee's employment ends for any reason other than gross misconduct.
2. The employee's work hours are reduced.
3. The employee becomes entitled to benefits under Medicare (that is, you elect Medicare as primary payer).
4. The employee dies.

5. The employee's marriage is dissolved.
6. The employee becomes legally separated from his/her spouse.
7. The employee's dependent child ceases to be an eligible dependent defined by the plan either through age, marriage, or loss of student status.

Notice of any of the above events must be reported to the Personnel Office promptly.

The coverage being continued will be identical to the coverage provided under this plan to similarly situated employees or family members.

Daemen College requires that the person entitled to the continuation of the coverage pay the entire cost of the coverage. Daemen College will collect the premium from the person covered under the continuation of coverage option and send it to the insurer at the same time the College sends the premiums for the College's active employees. The applicant for continuation coverage must pay the full cost of coverage including back premiums to the date of the "qualifying event" to avoid any lapse in coverage.

The period of continuance will begin on the date coverage otherwise would have ended and will continue until the earliest of the following:

1. Thirty-six (36) months (18 months in the case of employment ending or your work hours being reduced) after the date of occurrence of one of the events described above.
2. The date the group policy ends.
3. The date the person whose coverage is being continued fails to provide the required payment for continued coverage.
4. The date the person whose coverage is being continued becomes covered as an employee under any group health plan, or entitled to benefits under Medicare.
5. The date a former spouse remarries and becomes covered under another health plan.
6. Twenty-nine (29) months in the event a covered employee or dependent is or becomes disabled during the first sixty (60) days of COBRA eligibility.

An eligible person has sixty (60) days during which continued coverage may be elected. This 60-day period begins on the date coverage would have ended, or the date the person requesting continuation receives an Election Form detailing the option to continue coverage, whichever is later.

Under COBRA, the employee or a family member has the responsibility to inform

the Daemen College Personnel Office when any of the following events occurs if they wish to elect the continuation coverage option:

1. Your marriage is dissolved.
2. You become legally separated from your spouse.
3. A child stops being eligible dependent under the plan.

Within 14 days after receiving notice of one of these events, the College will send the appropriate Election Form to the person requesting continuation.

If an eligible person does not choose continuance coverage, the group health insurance coverage will end.

If coverage for a spouse or dependent children would also end, the employee's election to continue coverage will include them. Similarly, if your spouse elects to continue coverage, his or her election will include those dependent children whose coverage would also have ended.

At the end of the continuation of coverage period, an employee and any other person whose coverage has been continued may be allowed by the insurer to enroll in an individual conversion health plan provided under this plan.

C. Medical Leaves. In the event of an injury, illness or medical condition that prevents an employee from working for an extended period of time, the employee will be entitled to paid medical leave as follows:

1. **Worker's Compensation.** If the period of absence is caused by an illness or injury arising out of an employee's employment with the College, the employee will be eligible for compensation benefits as established by the New York Workers' Compensation Law. Workers' Compensation also provides for the payment of medical expenses and payments to the employee's dependents in the event of death. Statutory Workers' Compensation benefits are generally less than the employee's regular compensation; however, certain full time employees may be eligible for salary continuation as described below.

Daemen College participates in a Preferred Provider Organization for treatment of employee on-the-job injuries. All employees injured on-the-job except in emergency situations, will receive initial evaluation and treatment through MetraComp, Inc. For injuries that require further treatment, MetraComp will provide the appropriate referral to a Network Provider. Full payment of medical bills for your Workers' Compensation injury may become your responsibility each time you do not use a Network Provider.

A complete explanation of the Preferred Provider Organization is distributed

to all newly hired employees and is available in the Personnel Office.

Prior to seeking treatment for a non-emergency, on-the-job injury, an employee must contact the Personnel Office to obtain a referral to the Preferred Provider Organization and also must complete an Injury/Accident Report.

2. **Disability Compensation.** Similarly, any employee who is disabled and absent from work for a continuous period in excess of five (5) days for a non-work related illness or injury will be eligible to receive disability benefits as required by New York State Law. In addition, certain full time employees may be eligible to receive salary continuation as described below.
3. **Salary Continuation.** Regular full-time employees who have completed at least six (6) months of continuous employment at the time the illness or injury occurs will be entitled to receive their regular compensation for the period of absence up to three (3) months. The payment to the employee under this policy will be the difference between the employee's regular compensation and the amount the employee is entitled to receive from statutory Workers' Compensation or disability benefits. Salary continuation benefits are limited to a maximum of three (3) months in any twelve (12) month period.
4. **Long-Term Disability.** If the medical leave exceeds three (3) months of continuous absence, regular full time employees who have completed three (3) months of continuous service are eligible to apply for benefits under the College's Long-Term Disability Plan (LTD). This plan provides an eligible employee with supplemental benefits over the employee's Workers' Compensation or disability benefits up to two-thirds (2/3) of the employee's regular monthly compensation with a maximum of \$5,000.00 per month. LTD benefits may continue for the length of the disability, or age 67, whichever is first. *See* the Summary Plan Description or contact the Personnel Office for the specific details of the LTD plan.
5. **Applying for Medical Leave.** If an employee expects to be absent for more than five consecutive workdays as a result of an illness or injury, he/she must apply for short-term disability or Workers' Compensation benefits. Benefit applications can be obtained from the Personnel Office. Written notification must also be given to the employee's immediate supervisor (Divisional Dean, Department Chair or VPAA). If the employee's absence is due to an emergency, the employee, or a member of his/her immediate family, must inform the employee's supervisor as soon as practicable. This should be followed up with an application for short-term disability or Workers' Compensation benefits.

In order to qualify for medical leave benefits, the employee must apply for and be granted a formal medical leave of absence through the Personnel Office

and provide the College with a statement from the employee's physician verifying the disability and the employee's expected date of return. In addition, Daemen College reserves the right to require that the employee be examined by a College-designated physician at any time in its discretion. In order to be eligible for continued benefits under this policy, an employee must provide additional physician's statements once every thirty days, or more frequently, if requested, attesting to the employee's continued disability and inability to work.

No benefits are payable under this program if an employee's illness or injury is connected to work done for another employer.

Before being permitted to return from medical leave, an employee may be required to present Daemen College with a note from the employee's medical service provider indicating that the employee is capable of returning to work and performing the essential functions of his/her position, with or without reasonable accommodation. (Note: the College will make reasonable accommodation to an employee's disability in accordance with applicable laws where required.)

- 6. Benefits While on Medical Leave.** All College benefits that operate on an accrual basis (*e.g.*, vacation and paid personal days) continue to accrue while on salary continuation or family medical leave under the Family and Medical Leave Act (FMLA). All College group health benefits (*e.g.*, hospitalization, dental and major medical insurance) continue during the first six (6) months of approved leave. Additional health benefit coverage is provided, based on the following schedule:
If leave commences:

After 1 year of service: College group health benefits continue for an additional six (6) months or a total of twelve (12) months.

After 5 years of service: College group health benefits continue for an additional twelve (12) months or a total of eighteen (18) months.

After 10 years of service: College group health benefits continue for an additional eighteen (18) months or a total of twenty-four (24) months.

Thereafter COBRA benefits will apply.

A non-tenured faculty member will be reinstated to the employee's former position if the absence does not exceed twelve (12) months. Tenured faculty members will be able to return to their former position if the absence does not exceed twenty-four (24) months. If the absence exceeds twenty-four [24] months, reinstatement will occur only with the approval of the Board of Trustees (sentence revised 3/13/07).

These policies shall not be interpreted or applied in a manner that reduces or eliminates any right or benefit to which the faculty member is entitled to receive under the College's FMLA policy.

- D. Accident Insurance.** Accident Insurance through CIGNA is available to all faculty. This insurance is designed to help minimize the financial loss brought on by a serious accident. The plan permits employees to purchase the amount of coverage they wish at low group rates. The entire cost of the premium is borne by the employee. Further details and application forms are available in the Personnel Office.
- E. Unemployment Insurance.** Under the laws of New York State, all employees are covered with Unemployment Insurance. The College pays the total cost of the coverage.
- F. Life Insurance.** Life Insurance through Metropolitan Life Insurance Co. is available to all full-time faculty members and/or their spouses and/or children. This life insurance protection offers death benefit as well as an interest earning accumulation fund. The plan permits the employee to purchase the kind and amounts of protection allowed under this program at low group rates. The entire cost of the premium is borne by the employee. The employee may apply for coverage only during an annual enrollment period scheduled by Metropolitan Life. Further details are available in the Personnel Office.
- G. Home and Auto Insurance.** Home and auto insurance through Metropolitan Life Insurance Company is available to all full time employees. The plans permit employees to purchase coverage at group rates. The entire cost of the premium is borne by the employee. Further details are available in the Personnel Office.

XIX. Family and Medical Leave Policy

- A. Implementing the Family and Medical Leave Act of 1993 ("FMLA").** This is a summary of Daemen College's current policy for implementing the FMLA. Words and phrases used in this policy have the meanings established for them under the law.

The FMLA permits Daemen College to make implementation decisions in light of its own business considerations and overall approach to employee benefits. Accordingly, this policy may be changed from time to time, after prior agreement with the Faculty Senate. Nothing contained in this policy may be construed as a contract, including but not limited to a contract of employment.

- B. Eligibility for Leave.** An employee is eligible to request available FMLA leave if he or she has been employed by Daemen College for at least 12 months, and has worked at least 1,250 hours during the 12 month period immediately preceding the leave.

C. Qualifying Circumstances for Leave. An eligible employee is entitled to take FMLA leave for one or more the following:

- 1. New Child.** Because of the birth of a son or daughter of the employee and in order to care for such son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care; or
- 2. Serious Health Condition of Family Member.** In order to care for the employee’s spouse, domestic partner or a son, daughter, or parent (but not parent “in-law”) of the employee, if such family member has a “serious health condition”; or
- 3. Serious Health Condition of Employee.** Because of a “serious health condition” that makes the employee unable to perform the functions of his or her position.

NOTE: A “serious health condition” is an illness, injury, impairment, or physical or medical condition that (a) involves inpatient care in a hospital, hospice or residential medical care facility, or (b) involves continuing treatment by a health care provider and either requires an absence from work, school or other regular activities of more than three calendar days, or would require such extended absence if the continuing medical treatment were not being received. (For example, a cancer condition which would require long-term absence from work except that the employee is receiving periodic chemotherapy treatments.)

D. Amount of Leave Available. Eligible employees are limited to a total of 12 work weeks of FMLA leave during any 12- month period. This is a “rolling” 12-month period which is measured backwards from the dates of any requested leave. For example, an employee who has taken eight weeks of leave during the past 12 months is now limited to four more weeks of leave.

E. Leave For a New Child (qualifying circumstance #1 above) cannot be taken later than 12 months after the birth or placement of the child. Leave because of a serious health condition (qualifying circumstance #2 or 3 above) can only be taken during such time as there is a medically certifiable serious health condition. (See “Medical Certifications”, below.) If a husband and wife are both eligible employees, they are limited to a combined total of 12 work weeks of leave during a 12- month period if the leave is taken for a new child or to care for a parent with a serious health condition.

F. FMLA Leave is Unpaid. FMLA leave, meaning leave available to employees under this policy, is always unpaid leave. However, if paid leave is available to the employee under the same circumstances pursuant to a different law or Daemen College policy, that paid leave must be taken concurrently with the FMLA leave. (See below: “All Available Leaves Must Be Taken Concurrently”.) As a result, employees may receive pay during some or all of their FMLA leave depending upon whether, and to what extent, paid leave is otherwise available to them.

G. Benefits While on FMLA Leave.

- 1. Health Benefits.** If the employee wishes, the College will maintain his or her health benefits during FMLA leave on the same terms and conditions as if the employee had not taken leave. If the employee normally pays some or all of the benefit costs, he or she must continue making those payments during the leave. This may be done by payroll deduction, to the extent the employee is taking otherwise available paid leave concurrently with the FMLA leave. In all other cases, the employee must make payment arrangements with the College and must fully comply with those arrangements throughout the leave or risk termination of the health benefits.
- 2. Pension or Retirement Vesting.** FMLA leave will be treated as continuous service (*i.e.* no break in service) solely for purposes of vesting and eligibility to participate in any applicable pension or other retirement program.
- 3. No Other Benefits.** Employees do not receive or accrue any other employment benefits while on FMLA leave, and accrue no seniority, unless this is specifically provided by a different College policy. However, to the extent that an employee is taking an otherwise available leave concurrently with FMLA leave, any benefits or accruals which may be associated with that other leave will be in effect for the duration of that other leave.

H. Return to Work. It is a basic assumption of both the FMLA and this policy that employees request leave with the expectation of returning to work at the conclusion of the leave. Employees are not entitled to FMLA leave if it is his/her intention not to return to work, and all employees who request leave are deemed to be making an express representation to Daemen College that this is not their intent. The College may periodically require employees who are on FMLA leave to report on their current status and plans for returning to work.

Upon returning from FMLA leave, employees will either be restored to their prior positions, with the same pay and benefits, or, in the College's discretion, to equivalent positions which have equivalent benefits, pay, and other terms and conditions of employment. Exceptions may be made in the case of salaried employees who are among the highest paid ten percent (10%) of all College employees. Job restoration may be denied to these employees to prevent substantial and grievous economic injury to the College's operations. If this decision is made, Daemen College will notify the employee as soon as possible.

I. Advance Notice by Employees. Employees requesting FMLA leave must give Daemen College at least 30 days' advance notice or the leave may be delayed. Shorter notice is permissible only to the extent strictly necessary under the circumstances. Notice should be given to the Personnel Office, and it must include sufficient factual information for the College to decide whether there are qualifying circumstances. As soon as possible after receiving the notice, the College will

provide information about the leave and the employee's obligations concerning the leave.

If leave is requested because of the serious health condition of a family member or the employee (qualifying circumstance #2 or 3), and the leave is based on planned, foreseeable medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid unreasonable disruption of College operations.

- J. Intermittent or Reduced Schedule Leave.** In most cases, employees will take FMLA leave in a single, continuous block of time. Leave for a new child (qualifying circumstance #1) may be taken on an intermittent or reduced schedule only if this is agreed to by the College, in its sole discretion. Employees are entitled to take intermittent or reduced schedule leave without the consent of Daemen College only if the leave is because of the serious health condition of a family member or the employee (qualifying circumstance #2 or 3), and the intermittent or reduced leave schedule is medically necessary. For example, if an employee with cancer needs to receive chemotherapy for three hours every Wednesday afternoon, but is able to work the rest of the week, an intermittent (recurring) schedule of three hours of FMLA leave each week may be appropriate.

If an employee requests FMLA leave on an intermittent or reduced schedule because of planned, foreseeable medical treatment, he or she may be temporarily assigned to a different position which better accommodates that schedule and is equivalent to the employee's normal position under the circumstances.

- K. Medical Certifications.** Employees who request leave because of a serious health condition (qualifying circumstance #2 or 3) may be required to submit a supporting certification by the relevant health care provider. Among other things, the certification must establish that the employee or family member does in fact have a "serious health condition" and that this condition requires the employee's absence from work. If leave is being requested on an intermittent or reduced schedule, the certification must also establish the medical necessity for that schedule. Daemen College may require subsequent recertifications throughout the period of FMLA leave.

Certification forms will be supplied by the Personnel Office (Room 115 Duns Scotus Hall). The employee must make diligent efforts to submit the completed certification as soon as possible, no later than 15 calendar days after receiving the form, unless strictly necessary under the circumstances. If the College disagrees with the certification submitted by the employee, it may obtain a second opinion. If the employee disagrees with the second opinion, the College and employee will mutually select a third health care provider to render an independent opinion at the College's expense, whose opinion shall be binding.

- L. All Available Leaves Must Be Taken Concurrently.** This section states Daemen College's current rules for coordinating the FMLA leave benefits available under this policy with any other leaves that otherwise may be available to employees under any other laws or College policies or practices. All other College policies or

practices with regard to employee leaves, whether such leaves are fully or partially paid or unpaid, are hereby amended to the extent necessary to make them consistent with these rules.

1. To the extent that an employee is entitled to take FMLA leave pursuant to this policy, and under the same circumstances is also entitled to take one or more kinds of leave pursuant to other College policies or practices, both the FMLA and otherwise available leaves will be deemed to be taken concurrently.
2. FMLA leave and otherwise available leaves are available under the same circumstances as follows:
 - a) If the employee is entitled to take FMLA leave for a new child or because of a serious health condition of a family member (qualifying circumstance #1 or 2), and the employee is otherwise entitled to take some amount of paid or unpaid vacation leave, personal leave or family leave, both the FMLA and otherwise available leaves are deemed to be taken concurrently.
 - b) If the employee is entitled to take FMLA leave because of a serious health condition of a family member or the employee (qualifying circumstance #2 or 3), and the employee is otherwise entitled to take some amount of paid or unpaid vacation leave, personal leave, medical leave, sick leave or disability leave because of the same health condition, both the FMLA and otherwise available leaves are deemed to be taken concurrently.
3. Taking leaves concurrently means that the leaves are used up simultaneously, with each leave continuing in full effect pursuant to the relevant College policy or practice for so long as the employee continues to be away from work and entitled to take that particular leave.

If an employee is entitled to take more than one kind of otherwise available leave under the same circumstances as FMLA leave (for example, if both vacation leave and personal leave are available to the employee under the circumstances of rule 2a above, the otherwise available leaves may be taken one at a time if the employee wishes. However, the employee must take at least one otherwise available leave, for so long as at least one of them is still available, at all times when he or she is taking FMLA leave. Employees may decide the sequence in which otherwise available leaves will be taken unless this is determined by law or the relevant College policies or practices. Employees may also decide to take otherwise available leaves concurrently with each other (in addition to concurrently with FMLA leave) to the extent this is permitted by the relevant College policies or practices. Employees entitled to more than one form of otherwise available leave should advise the College of these decisions when requesting leave.

These rules apply regardless of whether the employee requests FMLA leave or otherwise available leave. In either case, the leaves are deemed to be taken concurrently in accordance with these rules. For example if an employee requests paid disability leave during pregnancy and the disability period lasts 8 weeks, the employee is also deemed to have taken 8 weeks of unpaid, concurrent FMLA leave because of a serious health condition (qualifying circumstance #3, rule 2b above). If the employee thereafter requests additional FMLA leave under this policy for care of her new child (qualifying circumstance #1), her remaining FMLA leave entitlement is now 4 weeks. While taking the FMLA new leave, the employee is also deemed to be concurrently taking any vacation leave or personal leave which may be otherwise available to her. If some vacation or personal leave is still left at the end of the 4 weeks, the employee may continue taking such leave until it is used up subject to the requirements of the College policy governing such leave.

XX. Tuition Waiver

A. Daemen College Tuition Waiver. A tuition waiver is available to full-time faculty members, their spouse, domestic partners, and/or dependent children. This benefit is available beginning with the semester following the employee's date of hire. The tuition waiver will be sufficient to supplement the difference between tuition and fees covered below, less any scholarships or grants the student is eligible to receive.

- . The tuition waiver includes:
 - Tuition
 - College Fee
 - Student Activity Fee
 - Extra credit hour charges
 - Laboratory Fees

- . NOT included in the tuition waiver are:
 - Applied Music Fee
 - Graduation Fee
 - Student Health Insurance Fee
 - Room & Board (including room deposit and damage deposit). Part-time faculty members are NOT eligible for this benefit.

This benefit ceases for the employee, dependents, and spouse upon termination of employment.

The employee must complete an Application for Tuition Benefits each semester. Applications are available in the Personnel Office. Failure to do so may result in the registration being canceled.

- B. Reciprocal Tuition Waiver Plan.** Daemen College is also a member of a reciprocal waiver of tuition plan with several small colleges in New York State for employees and dependents of full-time employees. The Personnel Office has a listing of all participating schools and information on the application process.
- C. Tuition Exchange Program.** Daemen College is a member of Tuition Exchange, a tuition remission scholarship program which offers scholarships to the dependent children of full-time employees. There are over 300 colleges and universities participating in Tuition Exchange. The Personnel Office has a list of participating schools and information on the application process.

XXI. Other Benefits

- A. Direct Deposit Checking and/or Savings Account Plan.** Daemen College offers you the option of depositing a portion or all of your paycheck directly into a checking or savings account. If you choose to deposit all of your check you will receive a pay voucher showing your taxes, deductions, etc. Further details and authorization cards are available in the Payroll Office.
- B. Credit Union.** The employees of Daemen College have been granted the option to become members of the Amherst Teachers Federal Credit Union. The credit union offers various accounts and loans for almost every need. Employees may join the credit union immediately after employment. Family members at the same address are also eligible. Once a member, you are a member with full privileges for life regardless of future employment or residence, provided an active account exists. A payroll deduction is available to add to your savings, checking, and/or to make loan payments. Further details are available in the Payroll Office.
- C. Movement of Household Goods.** Upon the recommendation of the VPAA, the College shall pay up to one-half (\$3000) of the cost of moving normal household goods for incoming faculty members. One-half of the cost of special professional equipment (piano, art pieces, etc.), may also be paid for by the College when it relates to the faculty member's field. In no case shall Daemen College pay packing, storage, or insurance charges.

XXII. Non-Discrimination, Equal Opportunity and Affirmative Action Policy

Daemen College is committed to compliance with its obligations under Title IX of the Education Amendments of 1972, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Executive Orders, the New York State Human Rights Law, and other applicable anti-discrimination laws.

It is the policy of Daemen College to provide all students, applicants, and employees an equal access to all programs, facilities, and employment opportunities without regard to

race, color, sex, gender, sexual orientation, age, religion, creed, national origin, marital status, veteran status, genetic predisposition or carrier status, or disability. Furthermore, the College will not discriminate against any individual with respect to the application of College policies, the terms and conditions of employment, or the criteria for the successful completion of any course or program on the basis of race, color, sex, gender, sexual orientation, age, religion, creed, national origin, marital status, veteran status, genetic predisposition or carrier status, or disability. To the extent required by law, the College will also take affirmative action to ensure that qualified women, minorities, veterans, and disabled persons are provided full employment opportunities. Every person in the Daemen College community is required to be familiar with and act in accordance with this policy. This includes administrators, faculty, staff, students, visitors, contractors, and vendors. All violations of the policy will be addressed and, where appropriate, discipline will be administered. Any person or entity found in willful violation of this nondiscrimination policy shall be subject to termination, expulsion, or contract termination as appropriate.

The College President has assigned day-to-day responsibilities for the implementation and administration of this policy to the Associate Dean of the College, who shall be the College's Equal Opportunity and Affirmative Action Officer. Any questions concerning this policy and any complaints of discrimination should be communicated to the Associate Dean.

Daemen College is also committed to affirmative action and has developed its Affirmative Action Program (AAP) to include those elements contained in Executive Orders 11246 and 11375 and outlined in the Office of Federal Contract Compliance Revised Order Number 4, and to provide guidance and assurance for full implementation of our EEO Policy.

The College recognizes its duty to continue to provide equal employment opportunity to all qualified persons, and reaffirms its commitment that there shall be no discrimination against applicants or employees because of race, color, sex, gender, sexual orientation, age, religion, creed, national origin, disability, veteran status, genetic predisposition or carrier status, or marital status, in matters of employment, upgrading, promotion, transfer, layoff, termination, rates of pay, selection for training, recruitment, and recruitment advertising.

Any employee found to have acted in violation of our policy shall be subject to appropriate disciplinary action, which may include discharge. In the AAP, the College has a commitment to identify and analyze all areas of employment and to achieve compliance with the mandates of the applicable Executive Orders. Areas identified for special attention will be assigned to appropriate personnel and specific instructions for affirmative action, including specific goals, will be formulated.

The following will be the rules under which the EEO Policy and AAP are implemented are operated:

- (1) The College will recruit, hire, and promote employees without regard to race, color, religion, creed, sex, gender, sexual orientation, national origin, age, disability, veteran

status, genetic predisposition or carrier status, or marital status.

(2) The College will base decisions on employment so as to further the principle of equal employment opportunity.

(3) The College will insure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

(4) The College will insure that all other personnel actions such as compensation, benefits, transfers, promotions, sabbaticals, leaves of absences, layoffs, return from layoff, terminations, College sponsored training, education, social and recreational programs will be administered without regard to race, color, religion, creed, sex, gender, sexual orientation, national origin, age, disability, veteran status, genetic predisposition or carrier status, or marital status.

(5) The Associate Dean of the College is designated as the College's Equal Opportunity and Affirmative Action Officer charged by the President of the College with direct responsibility to monitor all equal employment opportunity activity throughout the College and the responsibility for assuring attainment of the College's stated objective of full compliance with the policy of nondiscrimination in employment.

(6) The College's Equal Opportunity and Affirmative Action Officer will monitor the AAP and will report periodically to the President the effectiveness of the program. Such reports will include recommendations for necessary action to insure attainment of the College's EEO objectives. The President will take any necessary action upon receiving those reports.

(7) All Deans and Department Chairs will have the responsibility of assuring full compliance with the provisions of the College's EEO Policy and AAP.

The intent of the above policy also applies to the recruitment, employment and advancement of qualified individuals with disabilities, qualified veterans with disabilities and other covered veterans.

XXIII. Policy Prohibiting Unlawful Harassment Including Sexual Harassment

A. Purpose. Daemen College is committed to offering educational and employment opportunity based on ability and performance in a climate free of discrimination. Discrimination is prohibited at this institution not only because it is unlawful, but because it is wrong. Among the forms of discrimination prohibited by the College is unlawful harassment, including sexual harassment, by employees as discussed in this policy. In addition, the College will endeavor to protect students and employees, to the extent possible, from reported harassment at the College and in the workplace by students, vendors, or other non-employees, and when appropriate, will take steps to prevent College employees from harassing non-employees.

B. Sexual Harassment. The Equal Employment Opportunity Commission guidelines define unlawful sexual harassment as follows:

Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature when: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education status; or b) submission to or rejection of such conduct by an individual is used as the basis for educational or employment decisions affecting such individuals; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive working or educational environment.

As examples, the following kinds of conduct, or others with a similar harassing effect, are absolutely prohibited if such conduct falls within the definition stated above:

1. Abusing an employee or student through insulting or degrading sexual remarks, jokes, innuendoes, or other sexually oriented conduct (including, among other things, graphic or descriptive comments relating to an individual's body or physical appearance, sexually oriented teasing or pranks, improper suggestions, objects or pictures, or unwanted physical contact); or
2. Threats, demands or suggestions that an employee's or student's status depends in any way upon tolerating or accepting sexual advances or sexually oriented conduct.

Any harassment of Daemen College employees, students, or applicants in violation of these rules is absolutely prohibited and will not be tolerated.

C. Other Unlawful Harassment. Unlawful harassment is defined as verbal or physical conduct which denigrates or shows hostility or aversion to an individual because of his or her race, color, gender, sexual orientation, age, religion, creed, national origin, marital status, veteran status, or disability, or that of his or her relatives, friends, or associates, and which:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working or educational environment; or
2. Has the purpose or effect of unreasonably interfering with an individual's performance; or
3. Otherwise adversely affects an individual's employment or educational opportunities.

As examples, the following kinds of conduct, or others with similar harassing effect, are absolutely prohibited if such conduct falls within the definition stated

above:

1. Abusing an employee or student through epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts (even if claimed to be “jokes” or “pranks”) which relate to race, color, gender, sexual orientation, age, religion, creed, national origin, marital status, veteran status or disability; and
2. Written or graphic material which denigrates or shows hostility or aversion toward an individual or group because of race, color, gender, sexual orientation, age, religion, creed, national origin, marital status, veteran status or disability, and is displayed or circulated in the workplace or educational environment.

Any harassment of Daemen College employees, students or applicants in violation of these rules is absolutely prohibited and will not be tolerated.

- D. Retaliation.** Retaliation against employees, students or applicants for exercising their rights under this policy is also strictly prohibited and will not be tolerated. This includes retaliation against employees, students or applicants for inquiring about their rights, or for making an honest complaint of a violation or possible violation, or for truthfully assisting in a complaint investigation.
- E. No One Has Authority To Violate This Policy.** Under no circumstances does any employee or student of the College or any other person have any authority whatsoever to engage in discriminatory, harassing, or retaliating conduct in violation of this policy. If anyone claims to have such authority, or if a student or employee has a question about whether objectionable conduct is authorized by the College, the College’s Equal Opportunity and Affirmative Action Officer should be contacted.
- F. Academic Freedom.** As an institution of higher education, Daemen College, its employees and students also must be aware of the need for freedom of inquiry and openness of discussion in its educational and research programs, and must strive to create and maintain an atmosphere of intellectual seriousness and mutual tolerance in which these essential features of academic life can thrive. No college can or should guarantee that every idea expressed in its classrooms or laboratories will be inoffensive to all; pursued seriously, education and scholarship necessarily entail raising questions about received opinions and conventional interpretations. Daemen College does guarantee, however, that credible accusations of inappropriate remarks or conduct that may violate the College policy prohibiting discrimination and harassment will be investigated promptly, thoroughly, and fairly.
- G. Procedures.** Employees, students, and applicants are encouraged to promptly report any conduct that they believe violates this policy. If the College does not know about the conduct, it cannot act. Complaints or inquiries should be made confidentially to the Associate Dean of the College who is the College’s Equal Opportunity and Affirmative Action Officer. Alternately, the student/employee may initially discuss the matter with any other employee of the College, or involve any

other person to help in bringing the complaint forward, so long as the complaint is promptly brought to the attention of the Associate Dean. The matter must always be reported to the Associate Dean because of the need for consistency and centralized decision-making in the application of this policy.

Complaints will be handled pursuant to the Grievance Procedure in Discrimination and Harassment Cases.

Complaints and inquiries will be kept confidential to the extent practicable, consistent with the need to conduct an adequate investigation. Any employee or student who is found to have violated this policy will be subjected to appropriate disciplinary measures up to and including termination or expulsion.

No one should allow conduct that may violate this Policy to continue unreported. It is extremely important that this be reported so that the College can act to stop such conduct at the earliest possible time. A person may also have the right to file a charge with the United States Equal Employment Opportunity Commission (“EEOC”), the Office of Civil Rights (“OCR”), or the New York Division of Human Rights (“SDHR”). A charge should be filed with the EEOC within 300 days of the most recent date that the unlawful conduct occurred, or if filed with the OCR, within 180 days, or if filed with the SDHR, within one (1) year. Reporting to the College is critical, however, because if the College does not know about the conduct, it cannot act.

H. Sexual Harassment Training Program. Daemen College has partnered with New Media Learning to provide employees with access to a Sexual Harassment training program offered through the Internet. The site is a link on the Personnel Department’s web page. The training program takes most users about 45 minutes to complete. At the end of the course, participants will be able to:

- Identify behavior that might be considered sexual harassment.
- Explain the legal and other consequences of sexual harassment.
- Describe their role and responsibility in creating a workplace free of sexual harassment.
- State what actions to take against sexual harassment and
- Be familiar with the College’s policy and procedures on sexual harassment.

It is recommended by the College’s legal counsel that all employees participate in the training program. A certificate of completion should be printed, signed and returned to the Personnel Department after participating in the program. For employees without Internet access, special training arrangements can be made if the employee or supervisor contacts the Personnel Department. Support of this program will enable Daemen College to remain a safe, harassment-free

environment for working and learning.

XXIV. Grievance Procedure in Discrimination and Harassment Cases

- A. Policy.** It is the policy of Daemen College, in accordance with federal and state laws including, but not limited to, Title IX of the Education Amendments of 1972, the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act and the New York State Human Rights Law, not to discriminate on the basis of sex, gender, sexual orientation, race, color, age, disability, religion, creed, national origin, genetic predisposition or carrier status, veteran status or marital status, against any person with respect to employment, admission to the College, or in participation in any College program or activity. Also in accordance with these laws, it is the policy of the College to prohibit harassment of any student, employee or applicant on the basis of sex, gender, sexual orientation, race, color, age, disability, religion, creed, national origin, genetic predisposition or carrier status, veteran status or marital status. All complaints alleging a violation of this policy will be investigated and appropriate remedies will be instituted.
- B. Responsibility.** Every person in the College community is responsible for compliance with this policy. The Associate Dean of the College as the Equal Opportunity and Affirmative Action Officer has been given day-to-day responsibility for implementing this policy.
- C. Grievances.** All grievances or complaints alleging a violation of the College's nondiscrimination policy prohibiting unlawful harassment should be submitted to the Associate Dean of the College, Room DS 102, Extension 8301. Grievance forms are available in the office of the Associate Dean, but any form or format may be used provided it is identified as a grievance. A grievance should contain a statement of the facts identifying the violation and as much supporting documentation as possible. Upon request, assistance in preparing the grievance will be supplied by the Associate Dean. A grievance should be filed as soon as possible after the alleged discrimination has occurred (usually within 30 days). A delay in filing a grievance may impact the ability of the College to investigate and resolve the grievance.
- D. Grievance Processing.**

Step 1. The Associate Dean will attempt to resolve the matter as simply and as quickly as possible by informally meeting with the relevant persons in an effort to reach an acceptable agreement.

Step 2. If an acceptable resolution is not reached in Step 1, the grievant may request that the matter be referred to the Vice President for Academic Affairs for a more

formal investigation. Such request should be made within ten (10) days after the Step 1 procedure is completed. Within thirty (30) days thereafter the VPAA or his/her designated representative (Grievance Officer) will conduct an investigation with respect to the grievance. (Should the grievance be against either the Associate Dean or the VPAA, the grievant should notify the Director of Human Resources who will arrange for another Grievance Officer to be appointed.)

During the investigation, the grievant and the accused shall have the right to present evidence and witnesses. The Grievance Officer will also examine other relevant evidence and witnesses, including professionals where appropriate.

Within thirty (30) days after being appointed, the Grievance Officer shall render a written decision on the grievance. A copy of the decision will also be forwarded to the President of the College. The decision of the Grievance Office shall be final unless reversed or modified by the President of the College within seven (7) days.

XXV. Accommodation of Employees with Disabilities

Daemen College complies with the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable state and local laws providing for nondiscrimination against individuals with disabilities. This policy applies to hiring of employees and all terms and conditions of employment. Daemen College will also provide reasonable accommodations for qualified individuals with disabilities so that they may enjoy all the privileges of employment. In this connection, Daemen College has established an accommodation assessment procedure for evaluation of a requested accommodation in light of the legal guidelines.

It is Daemen College's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the hiring process and that qualified individuals with disabilities are treated in a nondiscriminatory manner with respect to all terms and conditions of employment.
2. Keep all medically related information confidential in accordance with the requirements of the Rehabilitation Act and the Americans with Disabilities Act.
3. Provide qualified applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the College.
4. Notify individuals with disabilities that the College provides reasonable accommodations to qualified individuals with disabilities by including this policy in employment handbooks.

Procedure for Requesting an Accommodation. If a qualified applicant for employment or an employee of the College anticipates a need for an accommodation, the request for accommodation should be brought to the attention of the person soliciting the application in the case of an applicant or the relevant supervisor in the case of an employee. The individual shall also submit current medical evidence of the disability and the limitations that require accommodation. The supervisor will forward this request to the College's EO/AA Officer (Associate Dean of the College). The EO/AA Officer may discuss with the applicant or employee the precise limitation resulting from the disability and the potential accommodations that the College might make.

The EO/AA Officer, in conjunction with the appropriate supervisor and, if necessary, a medical evaluator retained by the College, will determine the feasibility of the requested accommodation, considering various factors including, but not limited to, the nature and the cost of the accommodation, the availability of funding, and whether the accommodation will impact the fundamental nature of the employment. The applicant/employee will be informed of the College's decision on the accommodation request and the supervisor will likewise be informed.

If an employee is not satisfied with the determination made by the College with respect to the request for accommodation, the employee may file a grievance pursuant to the College's Grievance Procedure in Discrimination Cases, a copy of which may be found in this Handbook or obtained from the Office of the Associate Dean of the College.

Should any problem arise in securing an approved accommodation, the employee should bring the problem to the immediate attention of the EO/AA Officer, who will assist in resolving the matter. In addition, any member of the College Community with questions or concerns about the College's disability policy and procedures should contact the EO/AA Officer.

XXVI. Drug Free Workplace

It is the policy of Daemen College that the unlawful manufacture, distribution, possession, sale or use of controlled substances by an employee of the College is strictly prohibited and that anyone found in violation of this policy will be subject to disciplinary action up to and including termination.

In order to comply with the requirement that the College, as a U.S. Government contractor, provide a drug free workplace, the following is directed:

1. That any employee of the College who will be employed pursuant to any U.S. Government contract or grant will be advised of this policy and be required to attend the College's drug free awareness program. At a minimum, this program will inform employees of:
 - a) the dangers of drug abuse in the workplace;
 - b) the College's policy of maintaining a drug free workplace;

- c) the availability of drug counseling rehabilitation and employee assistance program; and
 - d) that an employee who violates the above policy will be subject to immediate termination.
2. That any employee convicted of a controlled substance related violation in the workplace, including pleas of no contest, must inform the Personnel Director within five (5) days of this conviction or plea. Moreover, any employee who is so convicted shall be subject to disciplinary action up to and including termination.
 3. That each employee who is employed pursuant to a Government contract or grant shall be given a copy of the Employee Notification of Daemen College's Policy on a Drug Free Workplace and that a signed copy of the notification form shall be maintained in the employee's personnel file.
 4. It is the responsibility of all employees of Daemen College to use their best efforts to continue to maintain a drug free workplace.
 5. It is a condition of your employment with Daemen College that you abide by the above policy.

XXVII. Family Education Rights and Privacy Act of 1974

Employees coming into contact with student records in the course of their work must understand and adhere to the College's Family Education Rights and Privacy Act policy.

Daemen College complies with the Family Education Rights and Privacy Act of 1974. Pursuant to this law, the College shall maintain the confidentiality of student "education records" and shall not release them to any person or entity without the written consent of the student except as set forth below. Moreover, the College shall provide students access to their education records pursuant to the procedures outlined in this policy.

"Education records" are the records, files, documents, and other materials maintained by the College which contain information directly related to a student except:

- (1) Records of faculty and administration which are in their sole possession and are not revealed to any persons other than a substitute.
- (2) Records of campus security that were created for law enforcement purposes.
- (3) Employment records maintained solely for such purpose.
- (4) Medical records.

College policy is that no person shall have access to, nor will the institution disclose, any

information from a student's education records without the written consent of the student except to the student; to appropriate College officials who have legitimate educational interest; to certain state and federal officials; to officials at other schools in which the student seeks to enroll; to persons or organizations in connection with the student's application for financial aid; to organizations conducting studies for educational purposes, but only under compliance with judicial order; and for reasons in an emergency in order to protect the health and safety of a student or other persons.

The College may include in a student's education records disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student or other members of the College community. Nothing in this policy shall prevent the College from disclosing such information to teachers or other institutions who have a legitimate educational interest in the behavior of the student. Moreover, the College may disclose to an alleged victim of any crime of violence the results of a disciplinary proceeding conducted by the College against the alleged perpetrator of such crime.

Within the Daemen College community, only those officials with a legitimate educational interest are allowed access to student educational records. Such persons include personnel in the Office of the Dean of the College, Associate Dean of the College, Academic Advisement, Academic Learning Center, Higher Educational Opportunity Program, Registrar, Comptroller, Financial Aid, Admissions, and other College officials within the limitation of their need to know. College officials may include students who may be asked to serve on College disciplinary bodies.

At its discretion, the College may provide "directory information" to others and the College's confidentiality policy shall not be applicable to such information. "Directory information" includes: student name, address, telephone number, date and place of birth, major field of study, dates of attendance, enrollment status (includes advance registration data; anticipated graduation year; class status), resident status (commuter or resident), degrees and awards received, recent educational institution attended by student, participation in recognized activities and sports, and weight and height of members of athletic teams. Students may withhold directory information by notifying the Office of the Registrar in writing. A request for nondisclosure will be honored by the College for only one academic year; therefore, a request to withhold directory information must be submitted annually to the Office of the Registrar.

Students have the right to inspect and review information contained in their educational records, to challenge the contents of their educational records, to have a hearing if the outcome of the challenge is unsatisfactory, and to submit explanatory statements for inclusion in their record if they feel the decision following the hearing is unacceptable.

The College Registrar has the responsibility to coordinate the inspection and review procedures for student education records. The Registrar will maintain, with the education records, a list of all persons and entities (other than College personnel with a legitimate educational interest) who have requested or obtained access to a student's records. This list, which is available to the student about whom information has been requested, will show the interest of persons or entities. Students wishing to review their education

records must make a written request to the Registrar listing the records or information of interest. The pertinent record or information will be made available within 45 days of the request. At their expense, students may have copies made of their records with certain exceptions (*e.g.*, a copy of the academic record for which a financial “hold” exists).

The following documents and information will not be disclosed to students: financial aid information submitted by their parents; confidential letters and recommendations associated with admissions, employment, or job placement; or honors to which they have waived their rights of inspection and review, provided they are used solely for such purpose; or education records containing information about more than one student, in which case the College will permit access only to that part of the record which pertains to the inquiring student.

A student who believes that the education records contain information that is inaccurate, misleading, or inappropriate should discuss the problem with the Registrar in an effort to resolve the matter informally. If not resolved, the student will be afforded a formal hearing pursuant to the Student Dispute Resolution Procedure contained in the Student Handbook. The request for a hearing must be made in writing to the Vice President for Academic Affairs, who, within a reasonable period of time after receiving a request, will inform the student of the date, place, and time of the hearing. A student may present evidence relevant to the issues raised in accordance with the Student Dispute Resolution Procedure. The hearing will be conducted by the Vice President of Academic Affairs and /or any other individual so designated.

XXVIII. Meetings

It is the policy of the College to hold official business meetings on the College campus unless there is a compelling reason for another location. Permission for the use of facilities for all College meetings sponsored by on-campus or off-campus organizations must be obtained by the organization from the appropriate office. Availability of facilities is subject to the established College Calendar of Events, with the permission of the President; and special events scheduled through the Conference Office. Appropriate reservation forms are available in the office of the Director of Student Activities.

XXIX. Budgets

Annual budget forms are distributed by the Vice President for Business Affairs through the Divisional Dean to each Department Chairperson no later than January 15th of each year. The Department Chair, in consultation with his/her respective faculty members, shall prepare a recommended budget and submit this recommendation, along with an itemized justification, to the appropriate Divisional Dean no later than February 1st. The Divisional Dean will review the proposed departmental budgets with the Department Chairs. Thereafter, the Divisional Dean will submit the department and division budgets along with their recommendations to the VPAA by February 28th.

XXX. Additional Employment

Before contemplating outside or additional employment, a college faculty member should assess the status of his/her professional preparation and activity. A full-time faculty member should be thoroughly and efficiently fulfilling his/her responsibilities as stated in Article VIII. Chairpersons are also expected to fulfill their administrative obligations.

For those in full compliance with the above, additional employment of one course per semester or its equivalent may be pursued upon notification to the VPAA. Additional employment above the level of a single course per semester or its equivalent shall require prior consultation with, and written approval from the VPAA. Those not in full compliance with the above shall be notified by the administration at the beginning of each academic year that they do not comply and that additional employment may be pursued only with prior written approval from the VPAA. Any full-time faculty member, who pursues additional employment without complying with the restrictions noted above, or after being notified of objections and denial of approval, shall be in breach of contract and subject to termination for cause.

XXXI. Smoking

Erie County ordinances prohibit smoking in any College building. These restrictions also include the faculty and staff lounges and all work areas including administrative offices.

XXXII. Library

Marian Library is the main library on the College campus. A brochure outlining resources and services of the Library is available at the Reference Desk. Copying machines are available in the lobby of Marian Library for the use of faculty and students. A faculty member may borrow certain Library materials for a reasonable time without a date due. All borrowed materials must be checked out at the charge desk. Borrowed materials should be returned as soon as possible. Borrowed materials are the responsibility of the faculty member whose name appears on the circulation card. Every faculty member, as well as every student, shall be asked to reimburse the Library for lost or unreturned materials at the end of the academic year.

- A. Periodicals.** Current periodicals may be signed out by faculty for no more than one week. Bound journals do not circulate outside the Library.
- B. Reference Books.** Books placed on reference shelves are to be available to everyone at all times when the Library is open. These reference books are not for circulation outside the Library and should not be removed from the reference collection in the reading room.
- C. Reserve Books.** Whenever a faculty member requests books to be placed on reserve, the titles of these books should be listed on forms available at the reserve desk. It is advisable to place requested titles on reserve prior to giving assignments

in these books. The requested books shall then be placed on reserve by the library within a reasonable time after the reserve lists have been submitted.

- D. Interlibrary Loans.** Marian Library participates in the Western New York Library Resources Council interlibrary loan network. Forms for requesting an interlibrary loan are available at the reference and circulation desks. Faculty may borrow materials directly from SUNY/AB libraries by presenting their Daemen faculty identification at any SUNY/AB library circulation desk. Borrowing privileges for all other Western New York libraries are available upon presentation of a Library Access Project (L.A.P.) card. L.A.P. cards are available from any Marian Library staff member.
- E. Library Budget.** Funds for the purchasing of library materials are allocated by the College to the library at the beginning of the academic year. The Library Committee, upon recommendation of the Head Librarian, allocates funds to each department. All faculty are responsible for requesting the purchase of library materials for the study needs of their students and their own teaching needs. Material request forms are available from the library's acquisitions department and must be signed by your Department Chairperson. Guidelines for the selection of all library materials have been adopted by the Library Committee; copies are available from the Head Librarian. Only requests which follow these guidelines will be honored.

XXXIII. Allocation of Funds Within the College

The Trustees and the Administration will seek faculty members to participate in the decision making process for the allocation of funds to faculty matters. To this end, the Faculty Senate will nominate faculty members to serve on the Trustee Finance Committee and the President will recommend two from that list to the Board.

XXXIV. Appendix [documents follow this section]

- A. Bylaws of the Faculty Senate**
- B. Statement of Maintenance of Public Order**
- C. Research Integrity & Misconduct Policy – final of 3/2007**
- D. Sample Form – Faculty Appointment Notice**
- E. Sample Form – Overload Contract**
- F. Sample Form – Summer Contract**
- G. Sample Form – Part-time Contract**

Appendix A

APPENDIX A

BY-LAWS OF THE DAEMEN COLLEGE FACULTY SENATE

ARTICLE I

Purposes and Objectives

- Section 1. To promote the best interest of Daemen College
- Section 2. To serve as the representative agency of the faculty of Daemen College
- Section 3. To serve as an advisory agency to the President of Daemen College
- Section 4. To further a close liaison among the Board of Trustees, the administrative officers, the faculty, and the students of Daemen College
- Section 5. To further cooperation among the divisions and departments of Daemen College

ARTICLE II

Composition

- Section 1. The Daemen College Faculty Senate shall consist of eleven full-time faculty members as provided in Article IV and apportioned as follows:
 - a. The Faculties of Arts and Sciences shall elect three members from their division. The Faculties of Health and Human Services shall elect three members from their division.
 - b. Five faculty members shall be Senators-at-Large elected by the vote of the faculty eligible to vote.
 - c. If a faculty member teaches in more than one division, this individual will vote in the division in which the person has the greatest teaching responsibility. If teaching responsibility is equally divided between two divisions, the individual may decide with what division his/her ballot will be cast.

ARTICLE III

Officers

- Section 1. The officers of the Daemen Faculty Senate shall consist of a President, Vice-President, Secretary, and Treasurer.
- Section 2. The President of the Faculty Senate shall preside at and conduct the meetings of the Faculty Senate. The Vice-President of the Faculty Senate shall exercise all the powers and duties of the President in the President's absence.
- Section 3. The President of the Faculty Senate shall maintain the rolls of the Senate, shall send out all notices of meetings. The secretary shall record and maintain the minutes of the meetings, and shall cause such copies of the minutes of the meetings to be distributed to Faculty Senators, members of the Daemen College Faculty, and such others as the Senate may direct.
- Section 4. The Treasurer of the Faculty Senate shall prepare a tentative budget for subsequent year funding, to be submitted to the Vice President of Academic Affairs, by February 1. The treasurer shall also maintain a record of disbursements as allocated by the Senate.
- Section 5. The term of office for all elected officers of the Faculty Senate shall be one year. Each shall be eligible for not more than two consecutive elections to office.

Section 6. Officers of the Faculty Senate shall be elected by the Senate from its members at a meeting to take place in the month of May, such meeting to be called and presided over by the Faculty Senate President for the preceding year.

ARTICLE IV

Elections

Election of Faculty Representatives

Section 1. The Faculty Senate solely, acting as a body, shall have the power to determine the eligibility, as stipulated in Articles II and IV, of faculty members to vote for and to serve on the Faculty Senate.

Section 2. Elections to the Faculty Senate, in accordance with Article II, shall take place in April and the term of office shall be for two years. Terms of divisional and at-large representatives will be staggered to provide continuity.

Section 3. The Vice President of the Senate shall assume the responsibility of conducting the election, counting the ballots and notifying the faculty of the results of the balloting. The results will be verified by one other faculty member.

Section 4. Elections for both Divisional Senators and at-large Senators will be conducted in two stages. Faculty may request to have their name removed from consideration for the election. There will be a minimum one week period from ballot dissemination to election deadline. Faculty who will be serving on the Educational Policy Committee for the subsequent year are not eligible to be elected.

For the Divisional Senators, faculty in each division will be requested to vote for three senators from the list of eligible faculty in stage one. In stage two, faculty will select three names from a list of the six faculty who received the highest number of votes in stage one. If there is a tie in the number of votes in stage one, the Vice President can choose to include a maximum of nine names or minimum of five names for the second stage ballot. The three individuals receiving the highest number of votes in the second stage will be elected to the Senate. Should a tie arise in the second stage, an additional ballot will be issued to break the tie.

For the At-large Senators, all faculty will receive identical ballots and will be requested to vote for five senators from the list of eligible faculty in stage one. In the second stage, faculty will select five names from the eight faculty who received the highest number of votes in stage one. If there is a tie in the number of votes in stage one, the Vice President can choose to include a maximum of ten names or minimum of seven names for the second stage ballot. The five individuals receiving the highest number of votes in the second stage will be elected to the Senate. Should a tie arise in the second stage, an additional ballot will be issued to break the tie.

ARTICLE V

Sub-committees

Section 1. Members of the sub-committees of the Senate shall be appointed by the Senate and the membership of these committees shall select their respective Chairpersons.

ARTICLE VI

Meetings

Section 1. In addition to the meeting of the Faculty Senate in May, the Senate shall meet at least once during each regular semester, Fall and Spring. Meetings shall be called by the Faculty Senate President.

- Section 2. Special meetings may be called by the presentation of a petition signed by three members of the Senate or may be called by the President of Daemen College.
- Section 3. Ordinarily each member of the Senate shall be notified in writing by the President of the Senate of any meeting not less than five days before the date thereof.
- Section 4. A two-thirds majority of the Senate shall constitute a quorum at all Faculty Senate meetings.
- Section 5. Except as otherwise stated, all action taken by the Faculty Senate shall be taken by a simple majority vote of those Senators present and voting.
- Section 6. A minority recommendation shall be taken in writing if at least one member of the Senate so desires.

ARTICLE VII

Amendment of Faculty Senate By-Laws

- Section 1. A simple majority of the Faculty Senate at any regular or special meeting may propose an amendment in writing.
- Section 2. Ten percent of the full-time Daemen College faculty members may propose an amendment in writing to the Faculty Senate and that body will consider such amendment as the first item of business at the next meeting of the Senate.
- Section 3. Such amendments will not become effective until submitted in writing to the Faculty of the College eligible to vote for Senate members and approved by a simple majority vote of those who vote on the amendment.

ARTICLE VIII

General Rules

- Section 1. Modified Robert's Rules of Order shall govern all matters not covered specifically in these By-Laws.

ARTICLE IX

Effective Date

- Section 1. These By-Laws shall be in full force and effect when approved by a simple majority of full-time faculty members voting in the Fall Semester 1968-69.
- Section 2. All full-time faculty members regardless of rank are eligible to vote upon the adoption of these By-Laws.
- Section 3. In the event of approval of these By-Laws, they shall become effective on the final day of balloting, such date to be set by the existing Faculty Senate.

Note: Original Faculty Senate By-Laws approved by the Daemen College Faculty in August, 1965.

Articles II and IV were amended in April, 1968

Articles II and IV were revised in November, 1972

Articles II and IV were revised in May, 1985

Article IV was revised in May 2006.

Appendix B

STATEMENT OF MAINTENANCE OF PUBLIC ORDER AT

DAEMEN COLLEGE

4380 Main Street

Amherst, New York 14226

A college community is concerned with the pursuit of truth, training in the skills of scholarly inquiry and transmission of knowledge. Critical examination of basic premises and constant reevaluation of the body of fact, practice and theory is an essential activity in pursuit of these concerns.

It is inevitable that controversy will arise in a viable community with these concerns. It is therefore crucial that conditions prevail on a college campus that are conducive to open and frank disagreement without fear of repression, direct or subtle. In this sense, academic freedom goes beyond the constitutionally protected freedoms of speech and publication not only to require tolerance of such expression, but to actually encourage it.

It is essential that responses to campus conflicts be of a nature that will not destroy the atmosphere of free inquiry, but rather preserve it and even enhance it. This is difficult in the face of indignant protesters or an organized and dedicated deposition, but by no means impossible. It should be emphasized that dissent and protest expressing that dissent are allowed on this campus. Only disruptions as defined subsequently are prohibited.

In compliance with the provisions of Article 129-a of the Education Law as added by Chapter 191 of the Laws of 1969, Daemen College adopts this statement of procedure to be used for the maintenance of public order on its campus and other college property used for education purposes.

The following rules, regulations and procedures shall apply as appropriate at all times to persons (students, faculty, staff, visitors, invitees, licensees, and trespassers) on the campus or other college property used for educational purposes. This includes, therefore, not only those persons associated with the regular academic sessions of the College, but also those present for special programs, all of the participants in which special programs, other than members of Daemen College faculty and staff, shall be deemed to be invitees.

- I. Disruptions of public order may include the following without limitation thereto:
 - A. Physical possession of a building which denies the right of authorized persons to enter and work in it
 - B. Violence or threats that unduly restrict the movements or activity of authorized personnel.
 - C. Possession or use of fire arms, explosives, dangerous chemicals or other dangerous weapons or instrumental on the college campus or other college property used for educational purposes which is in contravention of I or institutional regulation.
 - D. Destruction of college property.
 - E. Undue noise or other interference which disrupts the carrying out of an academic or non-curricular activity the College.
 - F. Any other misconduct which interferes with proper activities of the College.
 - G. Refusal to comply with an order or ejection properly made.

- II. The following procedures will be followed in case of any disturbance which seriously impedes the normal and orderly functioning of the College:
 - A. The normal procedure to be followed in case of disturbance will be attempted discussion with those parties creating the disturbance in the hope of settling whatever grievance is alleged to exist.
 - B. If attempts at discussion fail, those steps necessary to restoring public order shall be taken, up to and including additional legal recourse, such as the possibility of a court restraining order, use of the various police agencies, or other appropriate measures.
 - C. In such case, it is the normal policy that the President or his designated agent shall consult insofar as it is consonant with the reasonable time demands of the situation at hand, with the

designated representatives of the Student Association, the Faculty Senate, the Administration, and the Board of Trustees relative to the steps necessary in such a given context.

D. It is hoped that order can always be restored by peaceful means. Should this be impossible in a given situation, only that amount of force which is reasonably required under the circumstances should be used to terminate the disturbance. Every effort should be made to restore ordinary academic processes as quickly as possible.

III. The procedures when persons are liable to penalties or sanctions because of disruptive behavior shall be as follows:

A. In the event that the situation requires the institution of either civil or criminal sanctions against those persons who are not either faculty, staff, or students of the College, the President or his designated agent shall take whatever steps are necessary to restore order. The decision to resort to civil or criminal sanctions must and shall be vested solely in the President or his designated agent and the Board of Trustees.

B. Those involved in prohibited activity, if members of the College may be subject to institutional penalties in addition to any criminal or civil consequences of their acts.

1. For students, the procedures shall be those set forth in the applicable Student Handbook, and may result in disciplinary action from admonition to suspension or expulsion.

2. For faculty, the procedures shall be those in the current official Faculty Handbook, plus any additional clarification and protect provided by the two joint AAC and AAUP statements of principles and due process entitled the 1940 *Statement on Academic Freedom and Tenure* and the 1958 *Statement of Procedural Standards for Faculty Dismissal Proceedings*, and may likewise result in disciplinary action from admonition to suspension or dismissal.

3. For staff and other employees of the College, normal procedures appropriate to the determination of their rights and responsibilities shall be followed, and may also result in disciplinary action.

Promulgated July 17, 1979 by the
Board of Trustees of Daemen College

Robert S. Marshall
President of Daemen College

Charles L. Lumsden
Chairman of the Board of Trustees

Appendix C

DAEMEN COLLEGE

Research Integrity Policy and Guidelines on Misconduct

I. Introduction

The following sets forth Daemen College's expectations with regard to integrity in research of all kinds. This Policy describes the responsibilities of research personnel, administrators, and others in the academic community, and outlines the procedures for dealing with instances of alleged misconduct in research.

As a recipient of extramural funding, Daemen College must ensure that its practices and procedures are consistent with the requirements of granting agencies. Daemen College expects that its employees, students and contractors will conform to the highest standards of professional conduct in academic and scientific research.

II. Statement on Integrity in Research

It is the policy of Daemen College to require adherence to the highest ethical standards in the research conducted by its faculty, students, staff and contractors. The College will inquire into and, if necessary, investigate and resolve promptly and fairly all instances of alleged misconduct and to comply in a timely manner with agency requirements for reporting on cases of possible misconduct when sponsored project funds are involved.

Since a charge of research misconduct, even if unjustified, may damage an individual's career, any allegation of research misconduct must be handled in an expeditious and confidential manner. It is of paramount importance that full attention be given to the rights of all individuals involved.

III. Scope of Application.

This policy applies to all personnel affiliated with Daemen College, to include, but not limited to, faculty (including temporary or adjunct members) who conduct research using the College facilities and resources, students, trainees, and other research personnel. Cases of research misconduct involving students are subject to the normal disciplinary rules governing students, but will be reviewed, as appropriate, under this policy.

The procedure and policies apply with equal force to unfunded research, research funded by Daemen College, and research funded by an extramural funding agency or source. This policy applies to the conduct of research (and related activities), presentation or publication of research results, the process of applying for research funds, and the expenditure or fiscal reporting of the use of research funds. For acts of alleged research misconduct, this policy shall be followed in lieu of sections V. D and XII of the Daemen College Faculty Handbook.

IV. Definitions

Allegation means a disclosure of possible research misconduct through any means of communication. The disclosure may be by written or oral statement or other communication to an institutional official.

Complainant means a person who in good faith makes an allegation of research misconduct

Deciding Official (DO) means the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. At Daemen College the DO is the President.

Evidence means any document, tangible item, or testimony offered or obtained during a research misconduct proceeding that tends to prove or disprove the existence of an alleged fact

Fabrication is making up data or results and recording or reporting them.

Falsification is manipulating research, equipment or processes, or changing or omitting data or results such that the research is not correctly represented in the research record.

Frivolous claim is 1) a claim clearly made in bad faith and/or 2) a claim, even if found to be true, would not constitute research misconduct under this policy.

Good faith as applied to a complainant or witness, means having a belief in the truth of one's allegation or testimony that a reasonable person in the complainant's or witness's position could have based on the information known to the complainant or witness at the time. An allegation or cooperation with a research misconduct proceeding is not in good faith if it is made with knowing or reckless disregard for information that would negate the allegation or testimony. A committee member does not act in good faith if his/her acts or omissions on the committee are dishonest or influenced by personal, professional, or financial conflicts of interest with those involved in the research misconduct proceeding.

Inquiry means preliminary information-gathering and preliminary fact-finding

Institutional member means a person who is employed by, is an agent of, or is affiliated by contract or agreement with Daemen College. Institutional members may include, but are not limited to, officials, tenured and untenured faculty, teaching and support staff, researchers, research coordinators, clinical technicians, students, volunteers, agents, and contractors, subcontractors, and sub-awardees, and their employees.

Investigation means the formal development of a factual record and the examination of that record leading to a decision not to make a finding of research misconduct or to a recommendation for a finding of research misconduct which may include a recommendation for other appropriate actions, including administrative actions.

Preponderance of the evidence means proof by information that, compared with that opposing it, leads to the conclusion that the fact at issue is more probably true than not.

Plagiarism is the appropriation of another person's ideas, process, results or words without giving appropriate credit.

Records of research misconduct proceedings means: (1) the research records and evidence secured for the research misconduct proceeding pursuant to this policy, except to the extent the Research Integrity Officer determines and documents that those records are not relevant to the proceeding or that the records duplicate other records that have been retained; (2) the documentation of the determination of irrelevant or duplicate records; (3) the inquiry report and

final documents (not drafts) produced in the course of preparing that report, including the documentation of any decision not to investigate, (4) the investigation report and all records (other than drafts of the report) in support of the report, including the recordings or transcripts of each interview conducted; and (5) the complete record of any appeal within the institution from the finding of research misconduct.

Research includes all basic, applied and demonstration research in all fields.

Research Integrity Officer (RIO) means the institutional official responsible for: (1) assessing allegations of research misconduct to determine if they fall within the definition of research misconduct, and warrant an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified; and (2) overseeing inquiries and investigations; and (3) the other responsibilities described in this policy. The RIO is responsible for ensuring compliance with all notification requirements of funding or sponsoring agencies. At Daemen College the RIO is the Vice President for Academic Affairs (VPAA).

Research misconduct 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.

Research misconduct proceeding means any actions related to alleged research misconduct, including but not limited to, allegation assessments, inquiries, and investigations and administrative appeals related thereto.

Research Record means the record of data or results that embody the facts resulting from scientific inquiry, including but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, journal articles, and any documents and materials provided to an institutional official by a respondent in the course of the research misconduct proceeding

Respondent means the person against whom an allegation of research misconduct is directed or who is the subject of a research misconduct proceeding

Retaliation means an adverse action taken against a complainant, witness, or committee member by Daemen College or one of its institutional members in response to (1) a good faith allegation of research misconduct; or (2) good faith cooperation with a research misconduct proceeding.

V. Requirements for Finding of Research Misconduct

A finding of Research Misconduct requires that:

- 1) There be a significant departure from accepted practices of the relevant research community;
- 2) The misconduct be committed intentionally, or knowingly, or recklessly; and
- 3) The allegation be proved by a preponderance of the evidence.

VI. General Policies and Principles

A. Responsibility to Report Misconduct

An institutional member must report observed, suspected, or apparent research misconduct to the RIO. If an individual is unsure whether a suspected incident falls within the definition of research misconduct, he or she may meet with or contact the RIO to discuss the suspected research misconduct informally, which may include discussing it anonymously and/or hypothetically. If the

circumstances described by the individual do not meet the definition of research misconduct, the RIO will refer the individual or allegation to other offices or officials with responsibility for resolving the problem.

An institutional member may have confidential discussions and consultations about concerns of possible misconduct with the RIO at any time.

B. Cooperation with Research Misconduct Proceedings

Institutional members will cooperate with the RIO and other College 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 College officials.

C. Confidentiality

The RIO shall: (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 will require institutional members involved in research misconduct proceedings to execute a written confidentiality agreement or other mechanism to ensure against any further disclosure of identifying information.

D. Conflict of Interest

Prior to participation in any inquiry or investigation committee under this policy, an institutional member must disclose to the RIO the existence of (a) a conflict of interest, or (b) any facts which might cause him or her to be perceived to be biased concerning the facts of the allegation. No person who has a bias or conflict of interest or the appearance of a bias or a conflict of interest shall serve as a member of any committee formed under the policy. The RIO will determine whether a conflict of interest exists and will be responsible for determining how to deal with any such conflicts within the context of this policy.

E. Protecting complainants, witnesses, and committee members

Institutional members may not retaliate in any way against complainants, witnesses, or committee members. Any person who observes or suspects retaliation against complainants, witnesses or committee members should immediately report such conduct 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.

F. Protecting the Respondent

As requested and as appropriate, the RIO and other College officials shall make all reasonable and practical efforts to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct is made.

During the research misconduct proceeding, the RIO is responsible for ensuring that respondents receive all the notices and opportunities provided for in the policies and procedures of the institution. Respondents may consult with legal counsel or a non-lawyer personal adviser (who is

not a principal or witness in the case) to seek advice and may bring the counsel or personal adviser to interviews or meetings on the case.

G. Interim Administrative Actions and Notifying Extramural Funding Sources of Special Circumstances

Throughout the research misconduct proceeding, the RIO will review the situation to determine if there is any threat of harm to public health, research funds and equipment, or the integrity of the research process. In the event of such a threat, the RIO will, in consultation with other institutional officials, take appropriate interim action to protect against any such threat. Interim action might include additional monitoring of the research process and the handling of research funds and equipment, reassignment of personnel or of the responsibility for the handling of research funds and equipment, additional review of research data and results or delaying publication. The RIO shall, at any time during a research misconduct proceeding, notify extramural funding sources immediately if he/she has reason to believe that any of the following conditions exist:

- Health or safety of the public is at risk, including an immediate need to protect human or animal subjects;
- Extramural resources or interests are threatened;
- Research activities should be suspended;
- There is a reasonable indication of possible violations of civil or criminal law;
- Action is required to protect the interests of those involved in the research misconduct proceeding;
- The research misconduct proceeding may be made public prematurely and action may be necessary to safeguard evidence and protect the rights of those involved; or
- The research community or public should be informed.

VII. Conducting the Assessment and Inquiry

A. Assessment of Allegations

Upon receiving an allegation of research misconduct, the RIO will immediately assess the allegation to determine whether it is sufficiently credible and specific so that potential evidence of research misconduct may be identified, and whether the allegation falls within the definition of research misconduct in this policy. **An inquiry must be conducted if these criteria are met.**

The assessment period should be concluded within seven (7) days. 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 and specific so that potential evidence of research misconduct may be identified.

B. Initiation and Purpose of the Inquiry

If the RIO determines that the criteria for an inquiry are met, he or she will immediately initiate the inquiry process. The purpose of the inquiry is to conduct an initial review of the available evidence to determine whether to conduct an investigation. An inquiry does not require a full review of all the evidence related to the allegation.

C. Notice to Respondent; Sequestration of 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 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 extramural funding sources for advice and assistance in this regard.

D. Appointment of the Inquiry Committee

The RIO, after consultation with other institutional officials as appropriate, will appoint an inquiry committee and committee chair **within 10 days** of the decision to conduct an inquiry or as soon thereafter as practical. The inquiry committee must consist of individuals who do not have unresolved personal, professional, or financial conflicts of interest with those involved with the inquiry and should include individuals with the appropriate scientific expertise to evaluate the evidence and issues related to the allegation, interview the principals and key witnesses, and conduct the inquiry.

E. Charge to the Committee and First Meeting

The RIO will prepare a charge for the inquiry committee that:

- Sets forth the time for completion of the inquiry;
- Describes the allegations and any related issues identified during the allegation assessment;
- States that the purpose of the inquiry is to conduct an initial review of the evidence, including interviewing the respondent, complainant and key witnesses, to determine whether an investigation is warranted, not to determine whether research misconduct definitely occurred or who was responsible;
- States that an investigation is warranted if the committee determines: (1) there is a reasonable basis for concluding that the allegation falls within the definition of research misconduct, and the allegation may have substance, based on the committee's review during the inquiry.
- Informs the inquiry committee that they are responsible for preparing or directing the preparation of a written report of the inquiry that meets the requirements of this policy.

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.

F. Inquiry Process

The inquiry committee will normally interview the complainant, the respondent, and key witnesses as well as examine relevant research records and materials. Then the inquiry committee will evaluate the evidence, including the testimony obtained during the inquiry. After consultation with the RIO, the committee members will decide whether an investigation is warranted based on the criteria in this policy. The scope of the inquiry is not required to and does not normally include deciding whether misconduct definitely occurred, determining definitely who committed the research misconduct or conducting exhaustive interviews and analyses. However, if a legally sufficient admission of research misconduct is made by the respondent, misconduct may be determined at the inquiry stage if all relevant issues are resolved.

G. Time for Completion

The inquiry, including preparation of the final inquiry report and the decision of the DO on whether an investigation is warranted, should be completed within 60 calendar days of initiation of the inquiry, unless the RIO determines that circumstances clearly warrant a longer period. If the RIO approves an extension, the inquiry record must include documentation of the reasons for exceeding the 60-day period. The respondent will be notified of any extension.

VIII. The Inquiry Report

A. 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(s); (2) a description of the allegations of research misconduct; (3) extramural support, including, for example, grant numbers, grant applications, contracts and publications; (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 who conducted the inquiry and any experts who were consulted; (7) a summary of the inquiry process used; (8) a list of the research records reviewed; (9) summaries of any interviews; and (10) whether any other actions should be taken if an investigation is not recommended.

College counsel should review the report for compliance with any regulatory authority and this policy. Modifications should be made as appropriate in consultation with the RIO and the inquiry committee.

B. Notification to the Respondent and Claimant and Opportunity to Comment

The RIO must notify the respondent whether the inquiry found an investigation to be warranted, include a copy of the draft inquiry report for comment within 10 days, and include a copy of the College's policy on research misconduct. The RIO will also notify the complainant whether the inquiry found an investigation to be warranted and provide relevant portions of the inquiry report to the complainant for comment within 10 days. A confidentiality agreement will be a condition for access to the report.

Any comments that are submitted will be attached to the final inquiry report. Based on the comments, the inquiry committee may revise the draft report as appropriate and prepare it in final form. The committee will deliver the final report to the RIO.

C. Decision by Deciding Official

The RIO will transmit the final inquiry report and the RIO's comments, if any, to the DO, who will render a decision in writing whether or not to conduct an investigation. The inquiry is completed when the DO makes this decision.

D. Notification to the Extramural Funding Source and Institutional Officials

As required by the extramural funding source, if any, the RIO will provide the DO's written decision and a copy of the inquiry report. The RIO will also notify those institutional officials who need to know of the DO's decision. Upon a proper request the RIO shall provide the following information to the extramural funding source: (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.

E. Documentation of Decision Not to Investigate

If the DO decides that an investigation is not warranted the matter is concluded. In such case, the RIO shall maintain for 7 years after the termination of the inquiry sufficiently detailed documentation of the inquiry to permit a later assessment by extramural funding sources of the reasons why an investigation was not conducted. These documents must be provided to the extramural funding source upon request.

IX. Conducting the Investigation

A. Initiation and Purpose

The investigation should begin as soon as possible after the determination by the DO that an investigation is warranted unless a more expedited course is required by a extramural funding source. The investigation is to be completed within 120 days of the DO's decision unless extended in accordance with subparagraph F below. The purpose of the investigation is to develop a factual record by exploring the allegations in detail and examining the evidence in depth, leading to recommended findings on whether research misconduct has been committed, by whom, and to what extent. The investigation will also determine whether there are additional instances of possible research misconduct that would justify broadening the scope beyond the initial allegations. This is particularly important where the alleged research 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.

B. Notifying Extramural Funding Sources and Respondent; Sequestration of Research Records

On or before the date on which the investigation begins, the RIO will notify the respondent in writing of the allegations to be investigated; and if required, extramural funding sources. The RIO must also give the respondent written notice of any new allegations of research misconduct within a reasonable amount of time of deciding to pursue allegations not addressed during the inquiry or in the initial notice of the investigation.

The RIO will, prior to notifying respondent of the allegations, take all reasonable and practical steps to obtain custody of and sequester in a secure manner all research records and evidence needed to conduct the research misconduct proceeding that were not previously sequestered during the inquiry. The procedures to be followed for sequestration during the investigation are the same procedures that apply during the inquiry.

C. Appointment of the Investigation Committee

The RIO, after consultation with other institutional officials as appropriate, will appoint an investigation committee and the committee chair within 10 days of the decision by the DO to conduct an investigation or as soon thereafter as practical. The committee must have at least 3 and usually not more than 5 members.

In cases where the respondent is a Daemen College faculty member, the investigation committee will include all members of the Faculty Review Committee (FRC) who do not have an unresolved personal, professional, or financial conflict of interest with those involved with the investigation. The committee must include individuals with the appropriate scientific expertise to evaluate the

evidence and issues related to the allegation. Individuals appointed to the investigation committee may also have served on the inquiry committee. When necessary to secure the necessary expertise or to avoid conflicts of interest, the RIO may add committee members from inside or outside the institution to the investigation committee; however, in cases involving faculty members, non-faculty appointments may not achieve a majority on the committee.

The RIO will notify the respondent of the proposed committee membership. The respondent may object to a proposed member based upon a personal, professional, or financial conflict of interest. If so, objections must be submitted within 10 calendar days. The DO will make the final determination of whether a conflict exists.

D. 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;
- Identifies the respondent;
- Informs the committee that it must conduct the investigation as prescribed in paragraph E. of this section;
- Defines research misconduct;
- Informs the committee that it must evaluate the evidence and testimony to determine whether, based on a preponderance of the evidence, research misconduct occurred and, if so, the type and extent of it and who was responsible;
- Informs the committee that in order to determine that the respondent committed research misconduct it must find that a preponderance of the evidence establishes that: (1) research misconduct, as defined in this policy, occurred (respondent has the burden of proving by a preponderance of the evidence any affirmative defenses raised, including honest error or a difference of opinion); (2) the research misconduct is a significant departure from accepted practices of the relevant research community; and (3) the respondent committed the research misconduct intentionally, knowingly, or recklessly; and
- Informs the committee that it must prepare or direct the preparation of a written investigation report that meets the requirements of this policy.

E. First Meeting of the Committee

The RIO 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 this policy and applicable policies of the extramural funding source(s), if any. The RIO will be present or available throughout the investigation to advise the committee as needed.

F. Investigation Process

The investigation committee and the RIO must:

- Use diligent efforts to ensure that the investigation is thorough and sufficiently documented and includes examination of all relevant research records and evidence necessary to reaching a decision on the merits of each allegation;
- Take reasonable steps to ensure an impartial and unbiased investigation;
- Interview each respondent, complainant, and any other available person who has been reasonably identified as having relevant information regarding the investigation, including

witnesses identified by the respondent. The testimony of each witness must be transcribed and a copy of the transcript provided to each interviewee for correction. The corrected transcript must be included in the record of the investigation; and

- Pursue diligently all significant issues and leads discovered that are determined relevant to the investigation, including any evidence of any additional instances of possible research misconduct, and continue the investigation to completion.

G. Time for Completion

The investigation should be completed within 120 days of the DO's decision, including conducting the investigation, preparing the report of findings, providing the draft report for comment and sending the final report to any extramural funding sources, if required, unless the RIO determines that circumstances clearly warrant a longer period. If the RIO approves an extension, the investigation record must include documentation of the reasons for exceeding the 120-day period. The respondent will be notified of any extension.

X. The Investigation Report

A. Elements of the Investigation Report

The investigation committee and the RIO are responsible for preparing a written draft report of the investigation that:

- Identifies the respondent(s);
- Describes the specific allegations of research misconduct considered in the investigation
- Describes and documents the extramural support, including, for example, the numbers of any grants that are involved, grant applications, contracts, and publications listing support;
- Includes the institutional policies and procedures under which the investigation was conducted;
- Identifies and summarizes the research records and evidence reviewed and identifies any evidence taken into custody but not reviewed; and
- Includes a statement of findings for each allegation of research misconduct identified during the investigation.

Each statement of findings must: (1) identify whether the research misconduct did or did not occur; (2) if it did occur, was the misconduct falsification, fabrication, or plagiarism, and whether it was committed intentionally, knowingly, or recklessly; (3) identify the person(s) responsible for the misconduct; (4) summarize the facts and the analysis that support the conclusion and consider the merits of any reasonable explanation by the respondent, including any effort by respondent to establish by a preponderance of the evidence that he or she did not engage in research misconduct because of honest error or a difference of opinion; (5) identify any specific extramural support; (6) identify whether any publications need correction or retraction; (7) list any current support or known applications or proposals for support that the respondent has pending with extramural funding sources; and (8) list any recommended institutional actions to respond to a finding of research misconduct.

College counsel should review the report for compliance with regulatory authority and this policy. Modifications should be made as appropriate in consultation with the RIO and the investigation committee.

B. Comments on the Draft Report and Access to Evidence

1. Respondent

The RIO must provide each respondent a copy of the draft investigation report for comment and, concurrently, a copy of, or supervised access to the evidence on which the report is based. Each respondent will be allowed 30 days from the date he/she received the draft report to submit comments to the RIO. The respondent's comments must be included and considered in the final report.

2. Complainant

The RIO must provide the complainant a copy of the draft investigation report, or relevant portions of it, for comment. Any comments by the complainant must be submitted to the RIO within 30 days of the date on which the complainant received the draft report and the comments must be included and considered in the final report.

3. Confidentiality

In distributing the draft report, or portions thereof, to the respondent and the complainant, the RIO will inform the recipients of the confidentiality under which the draft report is made available and will require that the recipient sign a confidentiality agreement.

C. Decision by Deciding Official

The RIO will assist the investigation committee in finalizing the draft investigation report, including ensuring that the respondent's and complainant's comments are included and considered, and transmit the final investigation report to the DO.

Within 10 days, the DO will render a decision in writing stating whether the College accepts, all or in part, the investigation report and its findings. The decision shall also identify the appropriate actions the College will take in response to any findings of research misconduct.

If the DO's decision materially varies from the findings or recommendations of the investigation committee, the decision will contain an explanation of the DO's reasons for the variation. Alternatively, the DO may return the report to the investigation committee with a request for further fact-finding or analysis.

If the DO decides that research misconduct is substantiated by the findings, he or she will also decide, after consultation with the RIO, on the appropriate actions to be taken. The administrative actions may include:

- Withdrawal or correction of all pending or published abstracts and papers emanating from the research where research misconduct was found;
- 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 to the grantor agency as appropriate; and
- Other action appropriate to the misconduct

When a final decision on the case has been reached, the RIO will notify both the respondent and the complainant in writing. The RIO will also provide the appropriate notification to the extramural

funding sources, if any, and will determine whether other relevant parties should be notified of the outcome of the case. (i.e. 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, etc.)

D. Appeals

The decision of the DO is final subject only to review by the College Board of Trustees.

E. Notice to Extramural Funding Sources of Institutional Findings and Actions

Upon the DO's final decision, if required, the RIO will submit the following to the extramural funding source: (1) a copy of the final investigation report with all attachments; (2) a statement of whether the institution accepts the findings of the investigation report; (3) a statement of whether the institution found misconduct and, if so, who committed the misconduct; and (4) a description of any pending or completed administrative actions against the respondent.

F. Maintaining Records for Review by Extramural Funding Sources

The RIO must maintain and provide upon request "records of research misconduct proceedings" to the extramural funding source, if any. Records of research misconduct proceedings must be maintained in a secure manner for 7 years after completion of the proceeding. The RIO is also responsible for providing any information, documentation, research records, evidence or clarification requested by the extramural funding source, if any, to carry out its review of an allegation of research misconduct or of the institution's handling of such an allegation.

XI. Completion of Cases; Reporting Premature Closures

Generally, all inquiries and investigations will be carried through to completion and all significant issues will be pursued diligently. If required, the RIO will notify extramural funding sources, if any, in advance if there are plans to close a case at the inquiry, investigation, or appeal stage on the basis that the respondent has admitted guilt or a settlement with the respondent has been reached.

XII. Other Considerations

A. Termination 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 research misconduct has been reported, will not preclude or terminate the research misconduct proceeding or otherwise limit any of the institution's responsibilities under this policy.

If the respondent, without admitting to the misconduct, elects to resign his or her position after the College receives an allegation of research misconduct, the assessment of the allegation including the inquiry and investigation, as appropriate, will proceed. If the respondent refuses to participate in the process after resignation, the RIO and any inquiry or investigation committee will use their best efforts to reach a conclusion concerning the allegations, noting in the report the respondent's failure to cooperate and its effect on the evidence.

B. Restoration of the Respondent's Reputation

Following a final finding of no research misconduct, the RIO will, at the request of the respondent, undertake all reasonable and practical efforts to restore the respondent's reputation. Depending on the particular circumstances and the views of the respondent, the RIO should consider (1) notifying those individuals aware of or involved in the investigation of the final outcome; (2) publicizing the final outcome in any forum in which the allegation of research misconduct was previously publicized; and (3) expunging all reference to the research misconduct allegation from the respondent's personnel file. Any institutional actions to restore the respondent's reputation should first be approved by the DO.

C. Protection of the Complainant, Witnesses and Committee Members

During the research misconduct proceeding and upon its completion, regardless of whether the College determines that research misconduct occurred, the RIO will undertake all reasonable and practical efforts to protect the position and reputation of, or to counter potential or actual retaliation against, any complainant who made allegations of research misconduct in good faith and of any witnesses and committee members who cooperate in good faith with the research misconduct proceeding. The DO will determine, after consulting with the RIO, and with the complainant, witnesses, or committee members, respectively, what steps, if any, are needed to restore their respective positions or reputations or to counter potential or actual retaliation against them. The RIO is responsible for implementing any steps the DO approves.

D. Allegations Not Made in Good Faith

If relevant, the DO will determine whether the complainant's allegations of research misconduct were made in good faith, or whether a witness or committee member acted in good faith. If the DO determines that there was an absence of good faith he/she will determine whether any administrative action should be taken against the person who failed to act in good faith.

Appendix D – Sample form:

Faculty Appointment Notice

[academic year]

DATE:

NAME:

This notice affirms your appointment to the position of _____ in the _____ Department at Daemen College for the _____ Academic Year. Your salary will be \$_____ plus any adjustment allocated by the Administration.

The term of service will be:

Regular Academic Year
 September - May
 (pay September - August)

 Fiscal year
 12 months
 (pay September - August)

 Other

Special Notes: (Other Compensation/Source/Administrative Position):

| Academic Rate | Other Compensation | Total Salary | Explanation of Other Compensation |
|---------------|--------------------|--------------|-----------------------------------|
| | | | |

| | | |
|----------------------------------|---|---------------------------------------|
| Tenure Status | | |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Non-Tenure Track | <input type="checkbox"/> Tenure Track |

Faculty are expected to be committed to the mission and objectives of the College. Your employment is subject to the rules, policies and procedures as set forth in the **Faculty Handbook**, and other college policies. Please also refer to the Handbook on the Daemen College website at: <http://www.daemen.edu/faculty-staff/faculty-handbook/>.

Notice of intention not to reappoint a faculty member must be given him/her in accord with A.A.U.P. policy.

Details on the Comprehensive Benefit Program are available in the Personnel Office.

FOR THE COLLEGE:

ACCEPTED:

 Vice President/Dean of the College

 Name

 Date

Appendix E – Sample form: Overload

TO Faculty Member: Please sign and return one copy of this contract to the Office of the Dean of, Dun Scotus Room ..., Daemen College, 4380 Main St., Amherst, NY 14226. Retain the other copy for your records.

DAEMEN COLLEGE

FACULTY OVERLOAD CONTRACT

DIVISION:
DEPARTMENT:

AGREEMENT, made this (DATE) between DAEMEN COLLEGE, hereinafter called the College, party of the first part, and (Faculty Member), hereinafter called the Faculty Member, party of the second part.

WITNESSETH:

I. The College appoints and employs the Faculty Member for overload teaching as a(n) (TITLE) and the Faculty Member hereby accepts the said appointment and employment for the Second Semester of the academic year.

II. The compensation to be paid the Faculty Member for services shall be in accordance with the terms set forth below.

SEMESTER HOURS OVERLOAD TO BE TAUGHT:

RATE :

ADDITIONAL SALARY FOR OVERLOAD COURSE(S):

COURSE(S):

PAYABLE IN: Equal installments beginning (DATE) if contract signed and returned by the Faculty Member by the close of business on (DATE).

III. It is understood that the Faculty Member who accepts this agreement will give full time and attention to all duties required of the position, will abide by the Academic Calendar as to the time and place of classes, will be available for student consultation and proctoring examinations in addition to his/her normal duties as a member of the Daemen College faculty.

IV. In the event of class enrollment of fewer than 3 students, the faculty member's salary may be modified to reflect 75% of the tuition paid by the students for each three semester hour course. When there is a need to modify a contract in this manner, the faculty member will be allowed to refuse without prejudice. In this case, the original contract will be declared null and void and no new contract will be issued. The Dean of may, with the approval of the Department Chair, cancel a course for which there is low registration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DAEMEN COLLEGE

BY _____
Dean of..... Date Signed

Faculty Member Date Signed

Copies to: Vice President for Business Affairs, Faculty Member

Appendix F – Sample form: Summer

To Faculty Member: Please sign and return one copy of this contract to the Office of the Dean of, Duns Scotus Room ..., Daemen College, 4380 Main Street, Amherst, N.Y. 14226. *Retain the other copy for your records.*

DAEMEN COLLEGE
FULL-TIME FACULTY CONTRACT

SUMMER SESSION

DIVISION:
DEPARTMENT:

AGREEMENT, made this **(date)** between DAEMEN COLLEGE, hereinafter called the College, party of the first part, and **(name)** hereinafter called the Faculty Member, party of the second part.

WITNESSETH:

I. The College appoints and employs the Faculty Member as a Part- Time Instructor and the Faculty Member hereby accepts the said appointment and employment for:

Summer Session I **Summer Session II** **Summer Session III**
Of the _____ academic year.

II. The compensation to be paid the Faculty Member for services shall be in accordance with the terms set forth below.

SEMESTER HOURS TO BE TAUGHT:

RATE: **the lower of 75% of tuition or 8% of salary (per 3 credits)**

COURSE(S): _____

PAYABLE IN: Equal installments beginning **(date)** if contract signed and returned by the Faculty Member by the close of business on **(date)** (If contract modified per point V below, payment is made upon receipt of tuition.)

III. It is understood that the Faculty Member who accepts this agreement will give full time and attention to all duties required of the position, will be available for student consultation, and that the Faculty Member will evaluate the student's performance and submit a grade thereof.

IV. Remuneration to full-time Daemen College faculty for teaching credit courses or required non-credit courses will be made at the rate of 8% of the full-time contracted salary for each three credit hour course.

V. The faculty member's salary may be modified to reflect 75% of the tuition paid by the students for each three semester hour course; in no instance should the salary exceed 8% of the full-time contracted salary. When there is a low class enrollment, the Divisional Dean of the College may allow a reduction in contact hours, where appropriate.

VI. When there is a need to modify a contract as explained above, the faculty member will be allowed to refuse it without prejudice. In this case, the original contract will be declared null and void and no new contract will be issued. The Divisional Dean of the College may, with the approval of the faculty member, cancel a course for which there is low registration.

VII. With regard to team taught courses or programs having low class enrollment, remuneration for the entire program staff should not exceed 75% of the tuition paid by the students.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DAEMEN COLLEGE
BY _____
Dean of Date Signed
BY _____
Faculty Member Date Signed

Copies to: Vice President for Business Affairs, Faculty Member

Appendix G – Sample form: Part-time

TO Faculty Member: Please sign and return *one copy* of this contract to the Office of the Dean of, Duns Scotus Room ..., Daemen College, 4380 Main St., Amherst, NY 14226. *Retain the other copy for your records.* If you have not previously been employed by Daemen College, please be sure to see the Personnel Director at your earliest convenience to complete payroll information (DS 115; telephone: 839-8325). Please return promptly, Thank You

DAEMEN COLLEGE

PART-TIME FACULTY CONTRACT

DIVISION:
DEPARTMENT:

AGREEMENT, made this **(date)** between DAEMEN COLLEGE, hereinafter called the College, party of the first part, and **(name)**, hereinafter called the Faculty Member, party of the second part.

WITNESSETH:

I. The College appoints and employs the Faculty Member as a **Part-Time Instructor** and the Faculty Member hereby accepts the said appointment and employment for the **First Semester** of the **(year)** academic year.

II. The compensation to be paid the Faculty Member for services shall be in accordance with the terms set forth below.

SEMESTER HOURS TO BE TAUGHT: **Credit Hours**
RATE PER COURSE: TOTAL SALARY:
COURSE(S):

PAYABLE IN: Equal installments beginning **(date)**, if contract signed and returned by the Faculty Member by the close of business on **(date)**.

III. It is understood that the Faculty Member who accepts this agreement will give full time and attention to all duties required of the position, will abide by the Academic Calendar as to the time and place of classes, will be available for student consultation, and will assist in proctoring examinations.

IV. The following additional conditions pertain to part-time employment:

1. In the event of class enrollment of fewer than 3 students, the faculty member's salary may be modified to reflect 75% of the tuition paid by the students for each three semester hour course. When there is a need to modify a contract in this manner, the faculty member will be allowed to refuse without prejudice. In this case, the original contract will be declared null and void and no new contract will be issued. The Associate Dean of the College may, with the approval of the Department Chair, cancel a course for which there is low registration.
2. Part-time instructors may be approved to teach/direct independent research, independent study, or regular credit courses on an independent study basis only in exceptional circumstances. In such cases, remuneration will be made at the rate of 75% of the tuition paid by the student. With regard to teaching regular credit courses on an independent study basis, the number of students registered for the course must be fewer than the number of semester hours assigned to the course.
3. Part-time faculty appointments terminate automatically at the end of a specified contract term, and no additional notice is necessary. There is no presumption that part-time contracts will be renewed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DAEMEN COLLEGE

BY _____
Dean of Date Signed

Faculty Member Date signed

Copies to: Vice-President for Business Affairs, Faculty Member