

NEW YORK COLLEGE
OF
PODIATRIC MEDICINE

FACULTY HANDBOOK

2012 Edition

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FACULTY HANDBOOK

2012

Chairman, Board of Trustees, NYCPM

President, NYCPM

Chief Academic Officer, NYCPM

President, Faculty Council, NYCPM

Original signature page in the Dean's Office

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INTRODUCTION

This Faculty Handbook reflects the policies, procedures, practices and guidelines of the New York College of Podiatric Medicine in effect as of the date of publication. It describes the conditions of employment of all members of the faculty, both ranked and unranked.

This document supercedes all prior related administrative policies and procedures, and all faculty handbooks issued prior to this one. This Faculty Handbook shall remain the policy of the College until amended or replaced.

The Faculty Handbook represents College-wide policy and takes precedence over policies promulgated by departments or other units within the College. This does not preclude departments or other units within the College from issuing policy documents separate from the Faculty Handbook; however, while all such documents may amplify, add detail to, and expand upon policies contained in the Faculty Handbook, all policy disputes shall be resolved in favor of those contained in the Faculty Handbook.

This handbook is not intended to be, and should not be considered to constitute, a contract of employment for any set period of time or to be binding terms and conditions of an employment relationship. Where it is incorporated by reference into faculty letters of appointment, it serves as the source of applicable policies and procedures.

The statements contained in this Faculty Handbook shall be construed in accordance with the laws of the State of New York.

Organization

The material contained in the Faculty Handbook is organized by chapter, article, section, and subsection.

Words used in this document shall have their ordinary and usual meaning unless otherwise defined or unless a technical meaning is clearly implied by the context.

Official Copies

The Academic Dean will designate a facilitator who shall maintain an official current copy of the Faculty Handbook and who will be responsible for disseminating new material to the Faculty Handbook subscribers. Official current copies of the Faculty Handbook shall be maintained in the Offices of the President and the Academic Dean. The Dean has designated the office of Human Resources as the Facilitator.

Modifications

Modifications and additions to the policies, regulations and procedures contained herein will be processed in accordance with established governance. Proposals for change, additions, or modifications of the official policies and provisions may be submitted by any member of the College community to the Faculty Handbook Committee.

Review

The Faculty Handbook may be modified with faculty and administrative approval at any time but must have a complete review not less frequently than every 2 years. Consistent with this policy, the Faculty Council has approved a Faculty Handbook Committee as the standing committee for this purpose.

Section I The College

CHAPTER 1 MISSION AND COLLEGE ORGANIZATION

1.0 Scope and Application This chapter contains policies and regulations which identify the philosophy and purpose of the institution and its organizational structure. It does not contain a description of every organization unit but focuses on principal units, with concentration on the academic affairs division. The material contained in this chapter is provided for the information of the faculty member.

1.1 Name

The name of the College is **New York College of Podiatric Medicine.**

1.2 Accreditation

The New York College of Podiatric Medicine is accredited by the Council on Podiatric Medical Education of the American Podiatric Medical Association. A determination of accreditation by the Council is an indication of confidence in the College to offer a program of quality, deserving of public approbation.

The Council's evaluation/accreditation procedures, as well as the educational standards and requirements it has set, have been reviewed and accepted by the Commission on Recognition of Postsecondary Accreditation and the United States Department of Education.

The New York College of Podiatric Medicine is chartered by the Regents of the University of the State of New York and is authorized to offer the degree of Doctor of Podiatric Medicine. The Podiatric Medicine program is registered by the New York State Education Department as meeting the professional education requirement for licensure in New York State as set forth in New York State Education Law, the Rules of New York State Board of Regents and the regulation of the New York State Commissioner of Education. The HEGIS code for the Podiatric Medicine program is 1215.00. The Board of Regents is a nationally recognized accrediting agency by the United States Department of Education.

1.3 Mission and Goals

1.3.1 College Mission The College's mission is to provide a quality, comprehensive medical educational program to students seeking careers as doctors of podiatric medicine, thus preparing them for entry into graduate medical education, licensure and ultimately practice.

The College accomplishes this mission by striving to achieve the following goals:

1. Provide a quality educational environment based upon a comprehensive pre-clinical and clinical science curriculum.
2. Provide skilled and qualified faculty to deliver the educational program.
3. Recruit, accept, enroll and retain highly qualified students.
4. Provide student services that support the podiatric medical educational program.
5. Provide quality graduate medical education leading to eligibility for Board Certification.
6. Provide quality continuing medical education programs.
7. Maintain existing and develop new affiliations with academic institutions, hospitals, extension/satellite clinics, and/or community health centers to enhance the education of our students.
8. Support clinical, pre-clinical and educational research.
9. Serve as a global resource to provide information and education on podiatric medicine.
10. Adapt the College to the ever-changing educational and health care environments to promote educational quality and financial stability.

1.4 Organization of the College The Board of Trustees has necessarily delegated, with guiding policy, the management of College activity. The Board of Trustees, however, retains those responsibilities and authorities that are not specifically delegated and those that, by law, may not be delegated. All statements of policy and all changes in general procedure or functions are subject to review and prior approval by the Board of Trustees.

1.4.1 Board of Trustees The Board of Trustees is the legal governing body and the chartered legal entity for the New York College of Podiatric Medicine. As such, it is the final institutional authority and grants all degrees awarded by the institution upon the recommendation of the faculty. Its primary responsibility is the articulation of general educational policies and academic goals. In doing so, it is obligated to husband the financial resources of the College and to relate them to the likely needs of the future. While maintaining a general overview, the Board entrusts the conduct of the administration to the President, and through him to other administrative officers of the institution. The Board entrusts to the faculty, the conduct of teaching and research. When ignorance or ill-will threatens the institution or any part of it (e.g. an attack on academic freedom), the Board is available for support of the President, the faculty or the student body, thereby defending the vested interests of society in the New York College of Podiatric Medicine. The Trustees are the final institutional authority for the College and reserve to themselves the right to consider and determine, if in the exercise of sound discretion it is deemed necessary, any matter relating to the College at any time.

1.4.2 Administrative Organization of the College The Board of Trustees has established a system of institutional governance for the administration of Trustee policies at the College. The Board intends that this identification of the several management entities be the definitive description of delegated authority and its consequent exercise and that the role relationships of the several instrumentalities established be clarified thereby. Accordingly, there are established the following organizational offices for College officials responsible for institutional management: 1) Office of the President; 2) Office of Academic Affairs; 3) Office

of Administration ; 4) Office of Student Services; 5) Finance Office. Job duties and titles are subject to change.

1.4.3 Faculty Council The Constitution and Bylaws of the Faculty Council are set forth in Section III: 11.1 and 11.2. Those documents, except as otherwise provided in this Faculty Handbook, establish the authority and function of the Faculty Council and Faculty Council committees.

Section II Faculty Personnel Policies

Scope and Application Chapters 2-10 are a part of every FTE faculty member's letter of appointment except to the extent that an individual faculty member's employment is modified by mutual agreement as to specific provisions. These chapters are the official statement of policies, obligations, responsibilities, rights and privileges pertaining to faculty. All faculty are required to be familiar with and abide by the terms and provisions of these chapters as a condition of their continued employment with the College.

CHAPTER 2 RECRUITMENT

2.1 Recruitment, Appointment and Orientation

2.1.1 Equal Employment Opportunity The College will not engage in unlawful discrimination in employment against any person because of race, color, religion, sex, national origin, age, handicap, disability, citizen status or veteran status. The College will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, sex, national origin, age, handicap disability, citizenship status or veteran status, in accordance with the laws of the United States and the State of New York. Such action shall include, but not be limited to, affirmative efforts with respect to employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, the College shall post in conspicuous places, notices setting forth the provisions of this non-discrimination policy

2.1.2 Compliance Faculty shall conduct their activities on behalf of the college in full compliance with the College's equal opportunity and affirmative action commitments.

2.1.3 Recruitment

a. Position Approval All vacant positions must be budgeted and approved for hiring prior to recruitment and appointment. Such approval must be obtained from the President, the Vice-President of Finance and the Chief Academic Officer for budgeted continuing positions and from the President for newly established positions.

b. Position Description All faculty positions must have an approved job description on file in the office of the Chief Academic Officer prior to recruitment and appointment. Such description must contain all manifestly job-related criteria necessary for successful performance of the duties and responsibilities of the position.

c. Recruitment All plans for position recruitment must be reviewed in advance by the Human Resources Officer of the College. Recruitment must be conducted in compliance with the equal employment opportunity commitments of the College. Employees and agents of the College are prohibited from violating applicable federal, state or local non-discrimination laws in conducting recruitment activities on behalf of the College.

2.1.4 Appointment

a. Selection When an FTE (Full Time Equivalent) faculty position becomes available at any level or in any department of the College a search committee will be appointed by the department or divisional chairperson with the approval of the Academic Dean. When candidates are selected, the names with all necessary documentation, shall be submitted to the Credentials Committee for review. The Committee shall submit its recommendations to the Academic Dean within ten (10) calendar days.

Part time and per diem faculty members are selected by a divisional committee and/or director and the name and documentation is forwarded to the Credentials Committee for approval. All such tentative appointments must then be approved by the Academic Dean.

b. Offer of Employment Offers of employment may only be extended in writing and must be approved in advance by the Academic Dean. The employment of faculty is subject to approval by the President. Faculty appointments must also be approved by the Credentials Committee. No written letter of employment is valid and binding on the College unless and until signed by the President or his / her duly authorized designee.

c. Appointment Forms All appointments shall be documented on forms approved by the College. Any terms or conditions of employment contrary to the provisions of this Chapter must be specified in writing on the appointment form. No oral commitments or representations shall be binding on the College.

2.1.5 Orientation It shall be the duty of each department or divisional chairperson to orient each new faculty member under his / her supervision about the policies, regulations and procedures of the College and the job duties and responsibilities of the faculty member's position. Such orientation shall be sufficient if the faculty member is provided a copy of this Faculty Handbook and the position description for the position which he / she has been hired to perform by the chairperson, prospective reporting senior or any other more senior person. Thereafter, it shall be the obligation of the faculty member to inform the chair if further orientation is necessary or desired.

2.1.6 Immigration Status Policy All employees hired by the College must present documentation establishing their identity and employment

authorization in accordance with the immigration laws of the United States prior to hire and upon request of the College at any time after hire. In addition, each employee must sign an attestation on a I-9 form authorized by the U.S. Government, that he / she is a citizen or national of the United States, an alien lawfully admitted for permanent residence, or an alien who is authorized under federal law or by the U.S. Attorney General to be hired, recruited, or referred for employment by the College. Any employee failing to provide proper documentation as specified above, upon request, shall be ineligible for hire or continued employment with the College. Such failure shall be just cause for discharge of any employee, regardless of contractual rights.

2.2 Faculty Personnel Records The College maintains the official personnel files for each faculty member in the Human Resources Office. This record includes vitae, recommendations, official documentation of academic work, publications, awards, citations and correspondence and records dealing with terms and conditions of employment. Additional personnel files containing similar/additional information may be also kept by the Academic Dean, the President and the department chair.

The personnel files are available to the members of the Board of Trustees, the Administration and its agents and as otherwise required by law where necessary to allow the College to comply with law and standard business practices. Department chairpersons may examine the personnel files only of the faculty members of their own departments.

Faculty members may review their own complete personnel files, on request and in the presence of a designated College official. Not available to the individual faculty member are any documents for which the faculty member has waived his / her right to review. A waiver must be offered to the faculty member for each such document. A faculty member may submit and have inserted into the personnel file a statement regarding any material in the file which is believed to be inaccurate or in need of clarification. Said documentation shall be maintained so long as the disputed material is maintained.

Removal of inaccurate material may be requested by the faculty member. This procedure is outlined in the Grievance section.

It is the responsibility of each faculty member who completes a degree while he or she is employed at the College to have an official transcript, which includes the date on which the degree was conferred, sent to the Director of Human Resources. It is also required that faculty members notify the Human Resources Office of any address changes or any other changes related to personnel records so that such information may be kept current. Employees may be asked to

provide written authorization to release copies of documents from an employee file to a third party.

CHAPTER 3 EMPLOYMENT MATTERS

3.1 Documentation and Terms

3.1.1 Employment documentation Each faculty member (100%, 75% and 50% FTE) shall receive a letter of appointment from the Dean indicating terms of appointment, division, and academic rank. All other rights, obligations and conditions of employment are contained in the Faculty Handbook, which shall be considered as the definitive understanding between the faculty member and the College.

3.1.1.1 Letter of Appointment The letter of employment given to faculty at the College shall be in a form established by the College from time to time which shall be consistent with the provisions of this chapter.

3.1.1.2 In addition to the Letter of Appointment from the Dean, an additional letter, separate from the Appointment Letter, will note the faculty member's annualized salary at the time of submission. This letter will state that this salary is not guaranteed, nor any of the benefits associated with said salary. This salary will be conditional based on all or part of any issue(s) as noted in this manual. The salary indicated in this letter will be paid in accordance with the general payroll policies of the college. Salary will be considered income and treated as such in terms of taxes and reporting of such salary.

3.1.2 Types of Employment The types of employment which may be utilized to employ faculty shall be of two kinds and denominated, "Term" and "Extended Term."

3.1.2.1 Term Term employment is for a designated period and is automatically terminated upon the expiration of that period. Re-employment of an employee after termination of the period is solely within the discretion of the College. Term employment is for one year or such lesser term as may be deemed appropriate by the College.

3.1.2.2 Extended Term Extended term employment is for a two year or a three year term and automatically extends for one additional year at the completion of each year unless written notice of nonrenewal is provided.

Extended Employment Program

3.1.2.2.1 Purpose The purpose of extended employment is to recognize and promote those faculty members who have excelled in contributing to the mission

of the College, to continue their services and to protect their academic freedom.

3.1.2.2.2 Procedure for Extended Employment Application FTE faculty members are eligible for the following sequence of term appointments in the first three years: one year, one year, and one year - for a total of three years.

At the end of three years of FTE employment at the College, a faculty member with a 100% time commitment shall be eligible for an extended term appointment of three years and may apply for this to the Dean and Credentials Committee with the recommendation of the department chair. A 75% FTE faculty member will be eligible for a 2 year extended term appointment.

The College reserves the discretionary right, for cause, to return a faculty member on an extended term appointment to a one year appointment upon expiration of an extended term.

The Committee shall apply the performance criteria described in Section 7.2.1 for evaluation and report its decision, as with appointments and promotions, to the Dean. The Dean shall make a recommendation to the President. The decision of the President shall be final.

Extended term appointments are subject to the provisions of Section 4.2.1.

3.1.3 Employment Year The employment year for 50% FTE and higher faculty shall begin on July 1 and end on June 30. Part-time faculty are considered At Will.

3.1.4 Renewal. The College will make a good faith effort to notify the faculty member by March 15 as to whether the appointment will be renewed or extended, as well as the terms on which renewal or extension may be offered.

The faculty member shall make a good faith effort to respond within four weeks as to acceptance or rejection of the offered renewal or extension. The College has sole discretion with respect to renewal, independent of previous renewal or positive performance evaluation. Factors to be considered in the renewal decision include, among other things:

- performance evaluations
- needs of the College and affiliated institutions
- availability of funds
- compliance with credentialing standards
- compliance with the general rules of the College governing the behavior of faculty

- the degree to which the faculty members conduct and skill levels meet the reasonable expectations of the College

3.2 Status

3.2.1 Definition of Faculty Status The “Faculty” shall be defined to encompass those who carry faculty rank and who teach students or do research. The two major categories of Faculty will include:

- a. Full time faculty are those individuals employed under the FTE (Full Time Equivalent) criteria. Full time faculty are those who are contracted to teach or perform academic duties for two days per week. Two days is 50% FTE, three days is 75% FTE and four days is 100% FTE. A fifth day or commensurate time as agreed upon by the faculty member and administration will be considered supplementary paid time. Full time faculty participate in College governance and are entitled to benefits. They receive a full-time job description.
- b. Part-time faculty are those individuals employed on a per diem, per session or per course basis. A part-time faculty member is appointed on a per course or per day basis to teach one or more specified courses or clinical sessions or a faculty member who is contracted to teach for less than two days per week. These faculty members must normally meet the minimal qualifications for ranked faculty. They only have the duties directly associated with teaching and/or patient care and do not perform committee work or assume other responsibilities required of FTE ranked faculty, but may be assigned other duties by the College appropriate to the faculty member’s education and expertise.
- c. Clinical faculty must be fully credentialed by, and appointed to, the Medical Staff of the clinical location where they are assigned.
- d. Volunteer faculty hold a faculty rank but serve without compensation. They must meet the minimal qualifications for ranked faculty. They must be approved by the Credentials Committee.

3.3 Rank

3.3.1 Faculty Ranks The four ranks approved by the College will include: Instructor, Assistant Professor, Associate Professor and Professor.

3.3.2 Qualifications for Appointment to Rank At the time of initial appointment, the Academic Dean shall approve academic rank for academic and administrative faculty based upon the recommendation of

the Credentials Committee. Degrees and teaching experience must be from accredited post-secondary institutions unless otherwise determined by the Academic Dean. "Years," with respect to teaching experience, shall mean full-time teaching for a full academic year. A maximum of 3 years of appropriate full-time non-teaching professional experience may be substituted for full-time ranked teaching experience in determining rank qualifications. "Licensure" shall mean the possession of licensure status in good standing from the governmental agency that has jurisdiction over the area of practice as determined by the College. Equivalencies or exceptions to any qualifications shall be determined by the Academic Dean. Designation of rank shall include identification of the faculty member's program area. Academic faculty appointed to the ranks of Instructor, Assistant Professor, and Associate Professor must display evidence of qualification for promotion. Earned degrees of appointees to the academic faculty must be in the discipline or field of primary contract responsibility or in one of the appropriate cognate areas for interdisciplinary studies. The Academic Dean, after consultation with the appropriate department chair and faculty in the degree job program area, shall have the responsibility for determining appropriateness of degree field to program area assignment.

The following are minimal qualifications for initial appointment to rank. Determinations of equivalencies or exceptions to standard qualifications shall be determined by the Academic Dean subject to final approval by the President.

3.3.2.1 Instructor A person appointed to the rank of Instructor must possess an earned masters or doctoral degree from a graduate institution of recognized standing, or a certificate/license in his / her area of professional expertise.

3.3.2.2 Assistant Professor A person appointed to the rank of Assistant Professor must possess an appropriate earned doctorate or terminal degree in the area of professional / teaching expertise. Also required is a minimum of three years of teaching experience. Post-graduate training may be considered toward the minimum years of teaching. Appointment at this level may be extended to individuals who have demonstrated academic achievement and a potential for independence in teaching or research.

3.3.2.3 Associate Professor Appointment at this level may be extended to individuals with an appropriate earned doctorate or terminal degree in the area of professional teaching expertise who have demonstrated scholarly achievements, independence in research, or excellence in teaching and clinical activities. A minimum of eight years of ranked teaching experience is required.

3.3.2.4 Professor Appointment at this level may be extended to individuals with an appropriate earned doctorate or terminal degree in the area of professional / teaching expertise whose scholarly achievements are outstanding, as determined by the Credentials Committee. Such individuals are also expected to have a role in effectively mentoring more junior faculty. A minimum of twelve years of ranked teaching experience or a minimum of 6 years at the rank of Associate Professor is required.

3.3.3 Rank Modifiers The following rank modifiers will also be used.

a. **Clinical** The title of “clinical” may be given to a Faculty member whose responsibilities primarily involve patient care with minimal didactic or academic functions.

b. **Adjunct** The title of “Adjunct” may be given to
(1) a person who is employed / appointed part time. Directors of External Programs in clinical medical education on a full-time basis shall have the title Adjunct Clinical (Rank). They shall report to the Dean of Clinical Education and/or the Dean of Graduate Education.
(2) those faculty who serve without compensation
(3) those whose academic responsibilities to NYCPM are incidental to other non-related responsibilities.

All adjunct faculty must meet the minimum qualifications for ranked faculty and must be approved by the Credentials Committee.

c. **Visiting** The title of “Visiting” may be given to a person who had a temporary or permanent association at another institution of higher education and is associated with the College while on leave from such other institution or who is otherwise hired to fill a faculty position on a temporary basis. Any visiting faculty must be credentialed.

d. **Research** The title of “Research” may be given to an individual who is associated with the College to perform specific limited duties within an area of special expertise or training under conditions established by the College.

3.3.3.1 Emeritus Status Faculty holding the rank of Professor may be granted the title of Emeritus upon retirement. Appointment to the Emeritus status is at the discretion of the Department Chairperson and the approval of the Dean.

Appointment to this position will be without term and without minimal service requirements and is subject to review and or termination.

- 3.3.4 Administrative Faculty** “Administrative Faculty” shall be defined to include administrative employees who carry academic rank. Administrative faculty shall be employed under dual letters of appointment, one for administrative duties and one for faculty duties.

Administrative Faculty with appointment status who conclude their administrative duties with the College, except those who are discharged for cause, shall be entitled to receive a position equivalent to the faculty position vacated at the time the administrative faculty staff position was accepted in the academic unit in which the employee obtained extended employment status. The President may require an Administrative Faculty member to relinquish faculty return rights after a period of time. Alternatively, the Administrative Faculty member may return to Faculty status.

In the absence of mutual agreement as to salary, the employee shall be assigned a salary determined by the President to be equivalent to the average salary of a faculty member of the same academic unit with like rank and years of service.

- 3.3.5 Recredentialing** All faculty shall be recredentialed by the Credentials Committee every two years. Requirements for such recredentialing are found in the Committee Memoranda as they apply to the pre-clinical and to the clinical faculty.

3.4 Workload

3.4.1 Work Load Policy

The full time equivalent (FTE) and part-time faculty of the College are required to perform teaching and academic related duties and patient care and services, where applicable. The time required to perform these tasks is to be determined by the Chairperson of their respective Departments after consultation with the faculty member and approval of the Academic Dean. Specific assignments may vary at different times depending upon the academic and administrative needs of the College and the faculty members areas of responsibility.

3.4.2 Changes in working conditions

- a. The College's reasonably perceived view of its needs with respect to the time, duration and place of the performance of the faculty member's duties, as well as the mix and nature of those duties may change. Upon thirty days written notice from the College, the faculty member's work parameters may be changed. This change is to be the result of consultation between the faculty member and his/her Department Chair or Division Dean. It will then go to the Chief Academic Officer and any other affected or relevant parties.
- b. Clinical faculty may be assigned to provide lectures, patient care and/or clinical instruction at any of the College's clinical affiliates or other business and/or academic partners within a reasonable distance.
- c. With regard to clinical faculty, if at all possible, off-campus assignments will be filled by clinical faculty members who are already scheduled for that time. Consideration will be given to changes in their travel costs and time. Faculty members' input will be obtained and given all reasonably possible consideration. All faculty members' credentials and board status will continue to be considered when specialty clinic coverage is being considered. Assignments to outside rotations will be made on a non-discriminatory basis, i.e. no faculty member will be asked to change his or her schedule when a suitable alternative (i.e., a willing volunteer, deemed professionally suitable by management to fill the assignment) is available.

3.4.3 Conflict with Primary College Responsibility and Outside activities

No outside service or enterprise, professional or other, may be undertaken that might interfere with the faculty member's primary schedule of contractual obligations and other responsibilities to the College. While faculty are encouraged to engage in outside professional activities, they must be clearly subordinate to her / his teaching, advising, research and College service responsibilities.

- a. **Primary Faculty Responsibility** The primary responsibility of a faculty member is to render to the College the most effective service possible and to devote his /her contractual working time to the College. At the same time, consulting and other outside activities of a professional nature are encouraged by the College where such activities give the faculty member experience and knowledge, valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, contribute to

instructional programs or otherwise make a positive contribution to the College or the community.

b. “Outside Activities” and “Outside Professional Activities” and “Usual Outside Professional Activities” For purposes of this section, “Outside Activities” and “Outside Professional Activities” and “Usual Outside Professional Activities” are distinguished as:

1. “Outside Activities” are those activities, compensated or uncompensated, which are not included, directly or indirectly, in a faculty member’s contractual obligations to the College and which are not related to the faculty member’s academic specialty.
2. “Outside Professional Activities” are those activities, compensated or uncompensated, which are related to the faculty member’s academic specialty, which involve persons, entities or governmental agencies other than the College (an “outside entity”) or programs administered through or sponsored by and outside entity.

Examples of “outside professional activities” include:

- (i) Practicing a profession on a part-time basis.
- (ii) Providing professional, managerial, or technical consulting services to an outside entity.
- (iii) Serving on a committee, panel, or commission established by an outside entity.
- (iv) Testifying as an expert in administrative, legislative, or judicial hearing.
- (v) Teaching at an institution other than the College.

3. “Usual Outside Professional Activities”. Ordinarily, faculty are expected to engage in one or more of the following outside professional activities:

1. Writing of scholarly books, monographs and articles
2. Participating in professional organizations, seminars, and colloquia that are relevant to the educational process at the College and / or to the individual’s academic interest.
3. Acting as a reviewer or editor for professional journals or book manuscripts.
4. Presenting occasional lectures or papers at meetings of an outside entity.

- c. **Applicable Procedures** All “outside activities” and “outside professional activities” and “usual outside professional activities” are subject to the policy that conflict between such activities and a faculty members primary responsibility or the appearance thereof must be avoided.
- d. **Prior Authorization Encouraged** A faculty member must inform and obtain the approval of her / his immediate supervisor and the Academic Dean prior to any instance where a conflict between his or her primary responsibility and his or her “outside activity” may arise. The Academic Dean, in turn, may consult with and obtain the approval of others in the administration as deemed necessary. A faculty member is not requested, however, to obtain prior authorization before engaging in” outside professional activities” or “usual outside professional activities” as described above.
- e. **Time Restrictions** Unless otherwise approved in writing by the Dean, time spent by FTE faculty members on “outside activities” and “outside professional activities” must be in addition to, rather than a part of, the normal full-time effort expected of faculty members for College work.
- f. **Honoraria** Honoraria for such outside work activities may be retained by the faculty member.

3.4.4 Off-Campus Research The College encourages its Faculty to conduct research at the highest professional level. Within this spirit, the College will permit a Full-time faculty member in fulfillment of their full-time obligation, to conduct research at an Off-Campus Research Site (OCRS), under the following terms and conditions:

The Faculty Member agrees to:

- a. Engage in research at the OCRS in a regular and productive fashion, in an accredited institution in accordance with the Research Protocol.
- b. Submit the following documents to the Office of the Assistant Dean for Research:
 - 1. Research Protocol

2. Semi-annual (or mid-project, if of shorter duration) Progress Reports.
 3. Description of Facilities and Equipment required that is not available at NYCPM
 4. Statement of Host Investigator at the OCRS that:
 - (i) The NYCPM Cooperative Investigator is invited to conduct research in his laboratory.
 - (ii) Funds are available to support the research.
 - (iii) The name of the College will appear in all publications resulting from this research.
 5. Statement by the Assistant Dean of research following a site visit, that the OCRS is adequate for the conduct of the research in accordance with the Research Protocol.
 6. The Assistant Dean for research and the appropriate department supervisor will make a recommendation to the Dean for action.
 7. Any OCR agreement is renewable on an annual basis.
- c. Place the name of the College on all publications resulting from this research.
 - d. Be mindful of the fact that teaching at NYCPM is of primary concern, and is his/her primary responsibility. He/she will faithfully fulfill all teaching assignments, including preparation of exam questions, proctoring, student counseling, committee participation or other activity as required by his/her supervisor.
 - e. Be available for all regular functions of Full Time Faculty, including office hours, student counseling, committees, faculty meetings, preparation of syllabi and teaching material, etc.
 - f. Accept no additional salary (e.g., from the OCRS) for the part of the week during which he/she is paid by NYCPM.

3.5 Compensation

3.5.1 Faculty Salary Rationale Faculty salaries are generally established in accordance with the salary model established by the College. Incremental adjustments are established from time to time by the College, to account for changes in cost-of-living, marketplace influences and other-influential factors. Salaries will be based on consultation with the President, Chief Academic Officer, Vice-President for Finance, and the Vice-President for Administration.

3.5.2 Salary Payments Faculty are paid on a semi-monthly basis with salaries paid in equal installments during each pay period. Salary payments are subject to deductions required by law, the fringe benefit programs of the College and as authorized by the employee and approved by the College. Obligations owed to the College by an employee or an employee's dependents may, in the discretion of the College, be offset from salary due.

CHAPTER 4 SEPARATION

4.1 Faculty Initiated

4.1.1 Retirement Faculty may retire at any time so long as they comply with the conditions attendant to resignation provided below. Retirement benefits are as provided in Article 5.1.1 (c)

4.1.2 Resignation FTE faculty may resign an appointment by giving written notice to the Dean and department chairperson at the earliest possible opportunity but in no event less than sixty (60) calendar days prior to the final scheduled day of that faculty member's clinical or teaching obligations for that academic semester or in the case of extended term contract faculty, sixty (60) days prior to the end of any fiscal year, the last day of the faculty member's appointment contract. For 75% FTE and 50% FTE faculty the required times are 45 and 30 days respectively. Resignation by part-time faculty is subject to the provisions of their letter of employment or acceptance of the College. A faculty member who does not provide the notice as required may be subject to a notice of admonition and/or the loss of all or a portion of accumulated benefits (these penalties may be appealed as per section 10.1.6). A part-time faculty member (less than 50% FTE) will receive a letter of admonition in his file.

4.2 College Initiated

4.2.1 Nonreappointment Faculty may be nonreappointed without cause by the unanimous agreement of the Division Dean, the Chief Academic Officer and the President.

The College will endeavor to notify the faculty member of intended nonrenewal by March 15 during a employment year and shall have the effect of causing the employment to terminate without further extension at the end of the term of employment then in force. At all times during the employment term, including any remaining term after notice of nonrenewal is given, the faculty member shall be subject to dismissal and termination pursuant to the provisions of Section 4.3. The College shall have the option at any time during the remaining term of employment of providing severance pay in the amount of the salary that the nonrenewed faculty member would have received during any portion of the remaining employment term if services are not required during that portion of the employment. At the time the option is elected and the severance payment is made, the faculty member shall be entitled to receive salary payments only without benefits and shall otherwise thereafter be deemed to have concluded employment with the College.

4.2.2. Reduction in Force The employment of faculty may be terminated for reasons including but not limited to financial emergency, financial consideration, program discontinuance or institutional restructuring.

“Financial emergency” exists when the financial resources available to the College for instructional services is determined by the Board of Trustees to be inadequate to maintain the level of faculty staffing then in place.

“Financial consideration” means that the President and the Board of Trustees may determine a need for cost-cutting measures. A letter of other form of communication will be provided to the faculty explaining the reason for the reduction.

“Program discontinuance” means the elimination of a degree, program area, department or school through action initiated by the Board of Trustees or as a result of a loss of licensure or accreditation. A “program area” shall mean a cluster of courses designated by a common and approved course prefix. The Academic Dean shall from time to time, after consultation with the department chairs of those departments in which the program area is housed, designate the program areas of the College.

“Institutional restructuring” means, as examples, that the College shall merge with, or be absorbed into another institution, or shall give up its legal identity to form a new corporation, or that all or substantially all of the facilities of the College shall be sold or leased to another entity, or that the College contracts with another educational or health care delivery institution to pool or combine facilities or faculties, or that the College shall lose its accreditation or shall be placed in receivership.

a. Implementation Prior to the termination of employment rights of faculty hereunder, the Academic Dean shall prepare, with approval of the President, and shall promulgate to the faculty, a plan for implementation of the reduction in force. The Plan shall at a minimum contain the following elements:

1. A detailed description of the facts and circumstances considered and the evidence relied on by the president in determining that cause for a reduction in force exists.
2. A detailed description of alternatives to a reduction in force considered by the President and the reason (s) supporting rejection or, if implemented, the effect or projected effect thereof.
3. An identification of the department, degree program, budgetary unit or program areas to be impacted and the faculty employed in the described unit.

4. In the case of a reduction in force due to financial emergency, a description of how the reduction in force will improve the financial circumstances in the future.
5. In the case of reduction in force due to program discontinuance, a description of the effect of the program discontinuance on student enrollments and related programs, if any.

The Academic Dean shall meet and discuss the Plan with the Faculty.

b. Selection of Faculty to be Terminated-

Once the number of faculty to be subject to termination by program area is determined, a decision as to the specific faculty members to be terminated shall be made in consultation with the Chief Academic Officer, the President and Department Heads. Criteria used shall be based on performance evaluations and other measures of faculty value.

c. Notice FTE faculty terminated pursuant to a reduction in force for financial emergency or institutional restructuring shall be given sixty days written notice. Faculty terminated by reason of program discontinuance shall be given at least sixty days notice unless for compelling reasons beyond the control of the President such notice cannot be provided.

d. Recall FTE faculty who are terminated pursuant to a reduction in force shall be eligible to reapply on an equal footing with all other applicants, subject to agreement with 501c3 or hospital policies.

e. Review Any faculty member whose contract rights are terminated pursuant to a reduction in force hereunder, may file a grievance (See Chapter 10) beginning at the formal hearing step to determine if the provisions of this Section 4.2.2 have been properly applied and to determine if any other rights of the faculty member have been violated by the termination. The burden of establishing cause for the termination shall be upon the College. The decision of the hearing body shall take the form of findings of fact, conclusions, and a recommended disposition which shall be forwarded to the President for final disposition. Copies shall be provided to the President and the grievant. The President shall render the final decision and may pursue such additional procedures in reaching his decision as he deems advisable.

4.3 Academic Discipline

4.3.1 Dismissal The employment rights of a faculty member may be terminated and the faculty member dismissed from the College at any time for adequate cause. “Adequate cause” shall be defined so as to require demonstration of one or more of the following grounds:

- a. Actions involving moral turpitude
- b. Professional Incompetence
- c. Insubordination, which shall be defined as defined in Webster’s Unabridged Dictionary
- d. Conviction, or entry of a plea of guilty or no contest to a crime which, in the judgment of the President, renders the faculty member unfit to perform the duties and responsibilities of a faculty member at the College.
- e. Failure to notify the College within five days of a conviction for a violation of a Federal, State or local law pertaining to unlawful possession, use or distribution of illicit drugs or alcohol (see 9.2). Reporting to work under the influence of or impaired by alcohol or illegal drugs, which constitutes serious workplace misconduct.
- f. Violation of the code of conduct set forth in Section 6.1.7
- g. Scientific or clinical misconduct
- h. Violation of other policies or regulations of the College which, in the judgment of the President, renders the faculty member unfit to perform the duties and responsibilities of a faculty member at the College.
- i. Plagiarism, falsification of credentials, or false reporting of research results.
- j. Violation of the civil or other legal rights of a student or another College employee or an applicant for the status of student or employee.
- k. Repeated or willful failure to perform the assigned duties or the responsibilities of a faculty member.
- l. Loss of professional licensure.
- m. Continual absences, lateness, or neglect of student, classroom or other duties.
- n. Failure to adhere to the work schedule assigned, as per section 3.4.1 and 3.4.2.
- o. Other cause which is directly and substantially related to the fitness of the person to perform the duties and responsibilities of a faculty member at the College.

4.3.2 Procedure When, in the view of the President of the College, there are sufficient grounds for the dismissal of a faculty member prior to the expiration of an appointment, the President or his delegate will frame with reasonable particularity a statement of charges. The statement of charges will be forwarded to the faculty Credentials, Promotions and Standards Committee. The Committee shall consider the charges and conduct such investigation as it deems appropriate, and shall make a report to the President setting forth its findings and recommendation.

- a. If the President of the College determines that the matter should proceed, he / she shall initiate formal dismissal proceedings by addressing a written communication to the faculty member informing him or her of the statement of charges, and that he or she will be dismissed as of a date specified in the written communication, but in no case less than thirty (30) working days from the date of delivery of the communication. The faculty member may file a formal grievance within fifteen working days from the date of the delivery of the communications. If a grievance is filed, the grievance shall be initiated at Step 3 (10.1.5c). The burden of establishing cause shall be on the College. The Faculty Hearing Committee will hear the case. If no grievance is filed, the dismissal will take effect as indicated in the written communication specified above.
- b. Pending final decision, the faculty member will be suspended, or assigned to other duties in lieu of suspension, if immediate harm to the faculty member or others is threatened by continuance. Salary may be continued during the period of the suspension. (See 4.3.3f).
- c. The decision of the Faculty Hearing Committee shall take the form of findings of fact, conclusions, and a recommended disposition which shall be forwarded to the President for final disposition. A copies shall be provided to the grievant. The President shall render the final decision and may pursue such additional procedures in reaching a decision as is deemed advisable.

4.3.3 Lesser Sanctions If in the judgment of the President, a sanction (s) short of dismissal is appropriate, a lesser sanction may be imposed. If the President determines that a lesser sanction would be appropriate, the President shall consult with the President of the Faculty Council to determine the specific level of lesser sanction. Lesser sanctions include without limitation:

- a. Written reprimand
- b. Restitution
- c. Denial of regular salary increase
- d. Suspension of promotion eligibility

- e. Temporary or permanent salary reduction
- f. Suspension with or without pay, as per the NYCPM Policies and Procedures Manual.
- g. Reduction in rank
- h. Removal from extended contract status

CHAPTER 5 PERSONNEL MATTERS

5.1 Faculty Fringe Benefits The information provided in this article is a summary description of available benefits. Authoritative information is contained in the Summary Plan Description, state statutes or other official benefit documents, with the exception of those benefits provided by the College (tuition waiver, discount cards). Benefits are subject to change from time to time and are applicable as modified. In all matters, faculty should refer to the college's Policies and Procedures Manual located in the office of the Vice-President for Administration.

5.1.1 Insurance Benefits Benefits are provided for eligible FTE salaried faculty members in authorized positions for 16 hours or more per week and their eligible dependents. Coverage begins the first of the month following the first day of employment. for those who start employment on the first day of the month; otherwise it begins on the first day of the following month.

- a. Health Insurance**
 - I. Medical (includes Drug Plan)*
 - II. Dental*

- b. Disability Income Protection**
 - I. Short Term Disability
 - II. Long Term Disability
 - III. Social Security
 - IV. Workers Compensation

- c. Pension**
 - I. 403 (B) Plan Annuities

- d. Survivor Income Protection**
 - I. Term Life Insurance*
 - II. Accidental Death and Dismemberment*

The Health Insurance Benefits Program is reviewed periodically to insure competitiveness and to meet requirements of federal tax laws, state insurance laws and anti-discrimination laws.

Information regarding these programs including one's eligibility and waiting periods can be obtained by referring to appropriate booklets or calling the Department of Human Resources at (212) 410 – 8015.

*Benefits marked with an asterisk are offered under a Premium conversion plan: the employee contributes to a portion of the cost of the premium on a pre-tax basis, with an option to contribute on a post-tax basis. The amount of the contribution is prorated according to the employee's FTE status- the lower the FTE, the higher the contribution.

Benefits and contributions may change with 30 days' notice

5.1.2 Statutory Benefits

- a. **Worker's Compensation** The College provides workers' compensation benefits in accordance with the laws of the State of New York. Employees are required to report work-related injuries to the Personnel Office within 24 hours after they occur. Information at concerning statutory benefits and the filing of claims can be obtained from the Personnel Office. Faculty should consult the manuals of the clinical facilities where they are assigned with regard to exposure to potential blood-borne pathogens.

- b. **Unemployment Compensation** The College participates in the unemployment compensation program as required by the State of New York. Information concerning statutory benefits or the filing of claims can be obtained from the Personnel Office.

5.1.3 Other Employee Benefits

- a. **Academic Gowns** The College provides academic regalia appropriate to the faculty member's highest professional degree in medicine or science for Graduation ceremonies

- b. **Laboratory and Clinic Coats** Pre-clinical Science and Clinical faculty will be given a choice of either a voucher or a check to provide two clinic coats. They will be responsible for cleaning and maintenance.

- c. **Notary Public** The services of a Notary Public are provided at no charge to faculty members.

- d. **Parking** College parking, when available, is under the jurisdiction of the Director of Security. Parking is provided to both faculty and students at prevailing fees. Designated areas are set aside to accommodate the faculty.
- e. **Keys** Faculty keys are available through the Office of Maintenance. Keys are provided for designated areas and faculty offices. In case a faculty member needs a different key, a new key is issued as soon as the old key is surrendered. A faculty member leaving College employment must surrender all College keys.
- f. **Identification and Business Cards** NYCPM Identification photos and cards are provided by the College. Faculty members may apply to the Dean for professional / business cards. Deans and Chairmen may apply to the Academic Dean for stationery with their appropriate title.
- g. **Health Services** The professional members of the Health Service are available to a faculty member during designated hours for emergency service and for annual health examinations. All faculty members may receive routine podiatric care at the Foot Clinics at no charge.

5.1.4 Leaves

5.1.4.1 Holiday Leave Full-time faculty shall be compensated for all holidays designated by the President that fall on regularly scheduled work days of the faculty member, provided that the faculty member has worked or been on approved leave for the last regularly scheduled work day of the faculty member prior to the holiday, and works or is on approved leave the first regularly scheduled work day for the faculty member after the holiday. Part-time faculty are not compensated for holidays unless otherwise provided in writing and approved by the President.

5.1.4.2 Vacation Leave After the completion of 365 calendar days of service in full pay status, 100% FTE faculty shall accrue 4 work weeks, 75% FTE shall accrue 3 work weeks and 50% FTE accrues 2 work weeks of vacation. Vacation leave is accrued pro-rata every calendar month of employment. Leave shall not be accrued during any work days not worked unless the faculty member is on approved paid leave.

Vacation leave may only be used at times approved in advance by the faculty member's supervisor based upon the supervisor's consideration of the operational

needs of the College. A record of faculty member's use of vacation leave shall be maintained on forms authorized by the College and shall be submitted to the College Personnel Office on a monthly basis. Vacation leave shall be debited against accrued balances on a per hour basis.

Faculty may accumulate a maximum of thirty work days of vacation leave accruals. Faculty shall be entitled to receive payment for accrued and unused vacation leave at the time of severance of their employment from the College in accordance with applicable law.

Faculty are encouraged to request use of vacation leave as far in advance as is feasible in order to allow for the adjustment of work schedules by the supervisor.

Vacation due as a result of carry over is not subject to pro-ration. The maximum amount of vacation time an employee may carry over is one and one-half times her / his annual vacation benefit. Vacation days in excess of one and one-half time your vacation benefit will not be carried over for the new fiscal year.

Employees terminated for reasons other than death or retirement or who take a leave of absence (personal, short-term Disability, long-term Disability), will have her / his vacation pay computed on the basis of one-twelfth of the normal vacation benefit per calendar month during which she / he was in active employ of the College in the year in which the termination or leave is taken.

Any vacation the employee may already have taken, would be subtracted from this amount to arrive at the exact number of days to which she / he is entitled. If the employee has taken more than the entitled amount, the appropriate amount will be withheld from her / his final paycheck.

Employees who resign or are terminated, will be paid for any used accrued vacation time to which they may be entitled. Entitlement to this vacation pay will be forfeited when the employee has failed to give proper notice of resignation and / or when the employee is terminated for gross misconduct.

Employees who have no accrued vacation benefits available may be advanced a vacation leave with pay with the prior approval of the Department Head, not to exceed the benefit to which she / he is eligible in the fiscal year in which the advance is requested. Such vacation leave pay will be charged against the normal monthly vacation accrual.

Employees who resign or are terminated and who have taken and been paid for more than their entitled vacation at the time of resignation or termination will have the appropriate amount withheld from her / his final paycheck.

5.1.4.3 Short-Term Disability Leave Short term disability leave shall be provided as required by New York State Law.

5.1.4.4 Civil Duty Leave Any faculty member who is validly subpoenaed or summoned to involuntarily appear or serve as a juror in a judicial forum during regularly-scheduled work hours, or who is compelled to appear before a judicial, legislative, or administrative body with civil power to compel attendance, shall be entitled to receive leave with pay for a period of time necessary for such appearance if the appearance may not be reasonably accommodated by rescheduling the faculty member's work hours, as determined by the College. Civil leave shall not be granted for appearances as an expert witness for a party to litigation. Civil leave shall be approved in advance in writing by a faculty member's supervisor.

5.1.4.5 Bereavement Leave A 100% FTE faculty shall be given time off not to exceed 3 successive working days, (75% FTE faculty 2 days and 50% FTE faculty 1 day) without loss of pay as necessary to make arrangements for or to attend the funeral of an "immediate family member." "Immediate family member" shall be defined to mean father, mother, spouse, brother, sister, mother-in-law, father-in-law, daughter, step-daughter, son, and step-son.

5.1.4.6 Military Leave – Federal Any faculty member who is inducted into, or called to active duty in, the Armed Forces of the United States, the organized militia, national guard, or a reserve component of the Armed Forces of the United States for training and service and who leaves a position (other than a temporary position) with the College in order to perform such training and service, and (1) receives a certificate of satisfactory completion of military service, and (2) makes application for reemployment with the College within ninety (90) calendar days after such faculty member is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than 365 calendar days, shall, if still qualified to perform the duties of the position left, be restored to such position or to a position of like seniority, status and pay, or (1) if not qualified to perform the duties of such position by reason of disability sustained during such service, or (2) if qualified to perform the duties of any other available position in the employ of the College, be offered employment and, if such faculty member so requests, be employed by the College in such other available position the duties of which such faculty member is qualified to perform as will provide such faculty member like seniority, status and pay, or the nearest approximation thereof consistent with the circumstances in each such faculty member's case. The foregoing entitlement shall be allowed to each qualified faculty member provided that the College's circumstances have not so changed as to make it impossible or unreasonable to do so.

Faculty who are restored to employment at the College in accordance with the provisions of this section shall be considered as having been on leave of absence during such period of training and service in the Armed Forces and shall be reemployed without loss of seniority and shall be entitled to participate in insurance or other benefits offered by the College at the time the faculty member was inducted into the Armed Forces. A restored faculty member shall not be discharged from the position in which he / she is reemployed, except for cause, for a period of 365 calendar days after the effective date of reemployment.

5.1.4.7 Family and Medical Leave of Absence In addition to the other leaves established by the College which are available to faculty members for the purposes of attending to family and medical concerns, the College has established the following leave in accordance with the Family and Medical Leave Act of 1993 (“Act”), as amended. In the event of an inconsistency between the requirements of that Act and this policy, this policy shall be construed to comport with requirements of the Act.

a. Definitions For purposes of this policy, the following words and terms shall have the following meanings:

1. “Faculty member” shall mean all faculty members of the College
2. “Eligible faculty member” shall mean a faculty member who...
 - I. has been employed by the College for at least 12 months.
 - II. has been engaged in no less than 1,250 hours of work for the College during the year immediately preceding the initial date of the requested leave.
 - III. has not exhausted her / his right to leave under this policy during the year immediately preceding the initial date of the requested leave.
3. “Son or daughter” shall mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is...
 - I. under 18 years of age
 - II. 18 years of age or older and incapable of self-care because of a mental or physical disability

4. “Parent” shall mean the biological parent of a faculty member or an individual who stood in loco parentis to a faculty member.
5. “Serious health condition” shall mean an illness, injury, impairment, or physical or mental condition that involves...
 - I. in-patient care in a hospital, hospice, or residential medical care facility
 - II. continuing treatment by a health care provider
6. “Health care provider” shall mean...
 - I. a doctor of medicine, podiatric medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
 - II. any other person determined by the Secretary of the U.S. Department of Health and Human Services or the Department of Labor to be capable of providing health care services.
7. “Spouse” shall mean a husband or wife.
8. “Week” shall mean seven consecutive calendar days.
9. “Year” shall mean three hundred sixty-five consecutive calendar days.

b. **Eligibility and Duration.** Eligible faculty members shall be entitled to receive a family and/or medical unpaid leave of absence for up to twelve weeks per year for any of the following purposes:

1. Because of the birth of a son or daughter of the eligible faculty member and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the faculty member for adoption or foster care.

3. In order to care for the spouse, or son, daughter, or parent, of the faculty member, if such spouse, son, daughter, or parent has a serious health condition.
4. Because of a serious health condition that makes the faculty member unable to perform the functions of the position of such faculty member.

Eligibility for the leave purposes described in (1) and (2), above, shall expire at the end of the year beginning on the date of birth or placement of the son or daughter.

- c. **Intermittent or Partial Leave.** Leaves taken for the purposes described in (1) and (2) of section 5.1.4.7.b, above, shall not be taken on an intermittent or partial day basis unless approved by the Director of Personnel. Subject to the provisions of the following sections, a faculty member may take leave for the purposes described in (3) and (4), above on an intermittent or partial leave basis which shall be in accordance with rules prescribed by the Office of Personnel. An eligible faculty member may take any leave available under subdivisions (3) and (4) of section 5.1.4.7.b, above, that is foreseeable based on planned medical treatment, on an intermittent or partial day basis subject to the right of the College to transfer the faculty member temporarily to an available alternative position for which the faculty member is qualified, as determined by the Office of Personnel, so long as the position has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the faculty member, as determined by the College.
- d. **Coordination with Other Leaves.** Prior to taking any leave under this policy, faculty members shall be required to exhaust all other applicable or available accrued and unused leave benefits under paid leave policies of the College. The use of paid leave benefits shall not extend the length of the leave otherwise available hereunder.
- e. **Reinstatement** Faculty members taking authorized leave hereunder shall be entitled to return to work at the end of the authorized leave in the position held at the time of commencement of the leave or to the position with equivalent duties, pay, benefits, and other terms and conditions of employment, as determined by the College. The College reserves the right to deny accrual of employment status and benefit rights during the period of the leave except rights or benefits earned prior to the leave which the faculty member would have been eligible to receive but for the leave. In

the event that a faculty member elects not to return to work upon completion of an approved unpaid leave of absence, the College may recover from the faculty member the cost of any payments made to maintain the faculty member's insurance coverage unless the failure to return to work was for reasons beyond the faculty member's control as determined in the reasonable discretion of the College. Benefit entitlement based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

- f. Certification of Eligibility.** The College reserves the right to require a completed certification by a health care provider to support a claim for leave for a faculty member's own serious health condition or to care for a seriously ill child, spouse or parent or to verify a faculty member's ability to return to work and resume the duties of the faculty member's position. For the faculty member's own medical leave, the certification must include a statement that the faculty member is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the faculty member is needed to provide care. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated. In its discretion, the College may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the College at its own expense, may require the binding opinion of a third health care provider, approved jointly by the College and the faculty member.
- g. Reporting.** The College reserves the right to require any faculty member utilizing the benefits of this leave policy to provide periodic written reports on the continuing status of the faculty member's eligibility to use the leave and/or the faculty member's intentions with respect to return to work.
- h. Spousal Co-employment.** Spouses who are both employed by the College are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.
- i. Notice.** When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the faculty member must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt College operations.

- j. **Procedures.** A request for leave hereunder must be originated in duplicate by the faculty member on a form provided by the Dept. of Human Resources. This form must be completed in detail, signed by the faculty member, submitted to the immediate supervisor for proper approvals and forwarded to the personnel office. To the extent feasible, the form must be submitted thirty (30) days in advance of the initial date of the leave. All requests for family and medical leaves of absence due to illness must include the appropriate certification by a health care provider.

CHAPTER 6 TEACHING MATTERS

6.1 Faculty Responsibilities

6.1.1 Basic Responsibilities of Faculty Employment of faculty requires fulfillment of basic responsibilities of employment in accordance with standards for professional ethics (see Section 6.1.7 and Appendix 3) and collegiality. Those basic responsibilities include adherence to College policies, performance of activities associated with teaching, scholarly activity and clinical service, and the fulfillment of workload expectations. (See Section 3.4 and Chapters 7 and 8).

6.1.2 Job Descriptions Job descriptions for faculty positions are set forth at Appendix 1 (Full-Time) and Appendix 2 (Part-Time). The obligations of Full-Time faculty are as follows:

1. Adherence to individual Time and Effort Schedule
2. Service on a minimum of two College committees (for *100% and 75% FTE; 50% FTE – one committee*)
3. Establish a regular schedule for student academic consultation and performance evaluation.
4. Provision of administrative assistance to immediate supervisor as requested.
5. Preparation and submission of a syllabus conforming to current standards as put forth by the Chief Academic Officer for didactic material in your course including lesson plans (stating knowledge objectives), coordinated skill objectives and required reading materials.
6. Preparation and submission of a current curriculum vitae each year.
7. Preparation and administration of interim, final and make-up examinations in accordance with College Policies.
8. Adherence to College policies on grading as stated in the Faculty Handbook and Student Handbook.
9. Provision of all grades to the Registrar's Office in a timely fashion.
10. Notification of the Dean of Student Services, on that day, in the event that a student is absent from classes or clinical rotations on three consecutive calendar days or for two consecutive meetings for classes/rotations that do not meet daily
11. Provision, as needs demand, of reserve time for individual student conferences/tutoring time.
12. Advise interested students regarding independent research and/or provision of such advice in your area of expertise.
13. Attendance and participation at Grand Rounds and Clinical Pathological Conferences (where applicable).
14. Distinguish one's self within his/her profession, via one or more of the

following activities: publication in recognized scientific conferences; publication in recognized scientific texts/journals; funded research or research approved by the Institutional Review Board; other scholarly works; on a yearly basis.

15. Attendance at all required faculty and division meetings.
16. Advise immediate supervisor of all emergency and known absence dates from scheduled duties in a timely fashion.
17. Participation in personal evaluation processes, and remediation as required.
18. Adhere to the Institutional Dress Code,
19. Attend Graduation Ceremony, White Coat Ceremony, Awards Ceremony and Annual Retreat.
20. Provide academic or clinical coverage outside of normal scheduled hours for non-emergency assignments when given reasonable advance notice.
21. Provide academic or clinical coverage for all emergency assignments.
22. Become proficient in the utilization of educational or clinical technology products acquired by the College or Clinic for use in its programs.
23. Attend and participate in a minimum of one Open House or Recruitment Event or Health Fair.
24. Carry out the general responsibilities of full-time faculty, i.e., to promote the sound development of your respective duties in keeping with the mission, goals and objectives of the New York College of Podiatric Medicine.

6.1.3 Office Hours Faculty members are expected to make themselves available to students by scheduling and honoring reasonable office hours per week as determined by their department chair and by special appointment when necessary. These hours must be posted or posted in the course syllabus.

6.1.4 Faculty Advisement

Academic Advising Every Faculty member is expected to be available to advise and counsel students in supporting their effort to successfully complete their course of study. The advisor may not, however, change College requirements or give advice that is contrary to established policy or approved practice without the written approval of the Academic Dean.

6.1.5 Commencement All faculty members are required to participate in Commencement exercises and absences must be approved in

advance by the Academic Dean. Academic regalia will be worn by the faculty at the commencement ceremony.

6.1.6 Adherence to College Policies All employees of the College, academic faculty are expected to adhere to official College policies as published in this Faculty Handbook, the College catalog, the authorized Policies and Procedures Manual available for review in the Office of the Vice-President for Administration, or otherwise promulgated by the College.

6.1.7 Code of Conduct The Board of Trustees affirms the rights of members of the College community to fair and equitable procedures for determining when and upon whom penalties for violation of campus regulations shall be imposed. One of the important aspects of academic due process is a clear statement of the kinds of conduct that will lead to College disciplinary action. It is deemed important, therefore, to clarify the types of conduct that shall be considered to adversely affect the College's educational function, to disrupt community living on campus, or off-campus in such a way as to reflect on the College, or to interfere with the rights of others to the pursuit of their education. To accomplish this, but without intending to be all-inclusive, inasmuch as statements such as this of necessity must be stated in broad terms and reasonably interpreted. Any member of the College community who commits or attempts to commit any of the following acts of misconduct shall be subject to appropriate disciplinary procedures and sanctions:

- a. Obstruction or disruption, by any means, of teaching, learning, research, administration, disciplinary procedures or authorized functions, events, or activities of the College.
- b. Unauthorized or prohibited entry into or onto, unauthorized or prohibited occupation or use of, any College facility, building, vehicle, or other College property, or unauthorized use of the College name, title or indicia.
- c. Physical abuse, the threat of physical abuse, or intimidation of any person on campus or at any College-authorized function or event, or other conduct that threatens or endangers the freedom, action, or safety or health of any such person.
- d. Theft of, damage to, or defacement of property of the College or the property of any person on campus. Anyone who steals, damages, or defaces College property shall

reimburse the College to the full extent of the College's loss and/or the cost of repair.

- e. Denial of, or interference with, any person's lawful right of access to, use of, or exit from a College facility or with any other lawful right of any person on campus.
- f. The destruction of, or damage to, property of the College or of others on campus by arson.
- g. Use or possession on the campus of firearms, ammunition, or other dangerous weapons, substances, or materials, or of bombs, explosives, or incendiary devices, except as implied in contractual obligations, or expressly authorized. Aid to others in committing, or inciting others to commit, any act of misconduct set forth in the sections above.
- h. Willfully refusing or failing to leave the property, or any other building or other facility owned, operated, or controlled by the Board of Trustees upon being requested to do so by a College official.
- i. The violation on the campus or within lands or buildings or facilities under control of the College of a criminal law of our State or nation, or the commission of any other acts or omissions that adversely affect the College's educational function, disrupt community activity on campus, interfere with the rights of others to the pursuit of their education or to conduct their College duties and responsibilities.

6.1.8 Professional Ethics The specific language of the AAUP (American Association of University Professors) Statement on Professional Ethics set forth at Appendix 3 is incorporated herein and compliance therewith is an obligation of all faculty in the performance of their duties and responsibilities for the College.

6.1.9 Use of Internet Faculty are advised to exercise caution in using materials downloaded from the internet to produce their own educational multimedia projects. There is a range of works protected by copyright, as well as works in the public domain, in the internet. Access to works on the internet does not automatically guarantee that these can be reproduced and reused without permission and royalty payment. Furthermore, some copyrighted works may have been posted to the internet without authorization of the copyright holder.

6.1.10 Government Sponsored Research The specific language of the AAUP Statement on Preventing Conflicts of Interest in Government-Sponsored Research at Universities set forth at Appendix 4 is incorporated herein. Faculty who are faced with potential conflicts described therein shall disclose them to the Academic Dean who shall have the authority to administer the interest of the College with respect thereto.

6.1.11 Control of Classroom If a student's conduct in class is such as to interfere with others in their pursuit of an education or is an "intentional obstruction or disruption of teaching" the instructor should:

- a. Ask the student to stop doing whatever it is that is disruptive.
- b. If the disruption continues, the student should be asked to leave the class.
- c. If the student refuses, the instructor may dismiss the class and report the action to the chair of the respective department.
- d. The instructor and the chair should meet with the student to attempt to resolve the problem. (They may also meet with the Dean of Student Services)
- e. If the student persists in disrupting the class, the instructor may ask the Assistant Dean for Student Service to bring appropriate charges for disposition by the Honors Council.

In no event should the instructor attempt to physically remove the student from the class. If the student's behavior is threatening or considered dangerous, the instructor should dismiss the class and call the Assistant Dean for Student Services who shall then call security. The instructor may request the assistance of College Security in removing the disruptive student from the classroom.

6.1.12 Use of Faculty Credentials A faculty rank is considered by the College to be an earned privilege. It signifies acceptance and recognition of one's academic accomplishments. Accordingly, a faculty member's status and / or rank may be utilized or listed in appropriate academic forums including: Curriculum Vitae, Applications for Privileges as Hospital or Surgical Center Staffs, Applications for Participation in Third Party Insurance Reimbursement Programs, Recognized CME Programs, and Scientific Publications. A faculty rank or status may not be utilized in any paid advertising or promotional activity. It may not appear engraved or otherwise, on any personal stationery other than official College letterhead.

Should any situation arise where the appropriate use of a College Credential is in question, the faculty member should request a review by the Faculty Hearing Committee which will report its findings, and recommendations, if any, to the Dean. The decision of the Dean is final.

Failure to comply with this policy may result in disciplinary action or termination of faculty status.

6.1.13 Other Assignments Faculty members may be assigned additional academic duties within their departments, at affiliated health care facilities or the College. These may include, but are not limited to advisement, sponsorship of student organizations, school committees, special projects, clinical services or faculty and College committee responsibilities.

6.1.14 Faculty Absence Aside from sickness, whenever a faculty member has to be absent from campus during the time of scheduled classes, a written request indicating a reason for the planned absence, the place or places where the faculty member will be, and provisions for covering or making up classes to be missed must be submitted to the Academic Dean or the department chair. If the faculty member contemplates being absent for more than two or three days, the request for absence must be submitted as early as possible in advance of the dates of the anticipated absence to the Academic Dean or department chair. Forms for requesting such absences may be obtained from the Department's secretary. Unless physically incapacitated, requests for absence must be personally submitted by the faculty member.

The absence forms must be submitted for all absences whether or not class meeting or other duties will be affected by the absence

For unforeseen absences due to illness, the immediate supervisor must be notified as soon as feasible so that steps for meeting classes may be taken.

Faculty members who take time off for professional meetings or other activities should not shift the burden of make-up time to the students by scheduling off-hour classes.

Faculty members who are absent from their offices during normal working hours must leave with their department secretaries information as to where they might be reached.

6.2 Faculty Rights

6.2.1 Academic Freedom The Faculty is entitled to full freedom in research and in the publication of the results subject to the provisions of Section 9.8 and subject to the adequate performance of other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the College.

The Faculty is entitled to freedom in the classroom in discussing the subject matter of the course, but he / she should be careful not to introduce into his /her teaching controversial matter which has no relation to his / her subject.

The College faculty member is a citizen, a member of a learned profession, and representative of an educational institution. When he / she speaks or writes as a citizen, he / she should be free from College censorship or discipline, but his / her special position in the community imposes special obligations. As a person of learning and an educational officer, he / she should remember that the public may judge his / her profession and his / her institution by his / her utterances. Hence, he / she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he / she is not a College spokesperson.

6.2.2 Non-Discrimination Faculty have the right to be free from unlawful discrimination and the responsibility to protect the rights of others under College policies and governmental laws and regulations to freedom from unlawful discrimination. The College's policies on non-discrimination are set forth at Section 2.3.1 and Appendix 5.

6.2.3 Professional Development

6.2.3.1 Sabbatical Leave At present the College does not have a sabbatical leave program.

6.2.3.2 Tuition Remission 100% FTE faculty members may take one course per semester at the College for which the College will waive tuition. Approval of the course to be taken is required to be obtained from the Academic Dean.

6.2.3.3 Continuing Medical Education. Continuing Medical Education courses offered by the College will be available at no charge to all Faculty members.

6.2.3.4 Professional Travel Expenses The College encourages its faculty to attend and take active part in meetings of learned or professional societies and organizations. The College encourages this professional development by providing a level of financial support in the budget of the College for the support of faculty professional travel. Funds are limited and are administered through the office of the Academic Dean. Application for travel funds should be made as soon as possible. The application of travel funds shall be determined by the Academic Dean as deemed appropriate in his judgment in consideration of budgetary constraints and the benefit of the travel to the College, the profession and society at large.

6.2.3.5 Faculty Development Lectures From time to time, In-Service presentations will be provided that are open to all members of the faculty. Guest lecturers will be invited to address the Faculty in regard to improvements or innovations in teaching or clinical skills.

CHAPTER 7 PERFORMANCE ASSESSMENT

7.1 Purpose and Definition The purpose of performance assessment is to provide a basis for decisions related to salary administration, promotion, extended employment and reappointment of academic faculty. For the purposes of this Faculty Handbook, “Criteria” shall mean those College-wide performance requirements upon which decisions are based and to which all departments are bound. “Evidence” shall mean documents and / or testimony furnished for the purposes of demonstrating that Criteria have been met. “Standards” shall mean those quantitative judgments applied by departments in evaluating evidence for the purposes of determining the extent to which Criteria have been fulfilled. Criteria and evidence specified in this Faculty Handbook to be used in decisions related to salary administration, promotion, extended employment and reappointment, shall not be modified by the College, except as provided for in College policy. Standards shall be developed by the College in accordance with governance procedures of the College and when approved, they shall be incorporated into the appropriate sections of this Faculty Handbook.

These written Standards shall be disseminated to the faculty of the College by the Dean after the Standards have been submitted by the Dean to the President for approval. The President shall seek to ensure that Standards in the College are substantially equivalent and, to the extent possible, are uniformly applied. Between the time of submission of recommended Standards and their approval, the President shall consult with the Dean and department chairs in the event that the Standards to be approved differ from those submitted as recommendations.

7.2 Faculty Evaluation Each faculty member will undergo three evaluations annually:

- a. The faculty member shall prepare a Faculty Self-Evaluation Form, (Profile) developed by the Dean’s Office in consultation with the Faculty Council as a formal part of the faculty evaluation process. It may be used for faculty contract and status decisions.
- b. The Employee Performance and Development Review (part of Profile) is the form to be filled out by the department chairperson. When submitted together with the Faculty Self-Evaluation Form, it may be used for faculty contract and status decisions, including contract renewal. Both evaluations for each year must be kept on file.

- c. At the end of each term, the students in all classes will be requested to complete faculty evaluations for each of their instructors and course evaluations for each of their courses.

When all evaluation forms have been completed, the supervisor and faculty member shall together review the results, discuss past performance and future development. The College shall assist the faculty member in formulating a plan of action to improve professional performance and provide professional development opportunities (Section 6.2.3.3 and 6.2.3.5) as reasonably available to that end. The College's provision of professional development opportunities shall not be a condition of the faculty member's obligation to provide and maintain the required level of performance. The evaluation materials will be retained by the department chairperson and filed in the faculty member's personnel files and copies will be given to the faculty member.

The College at its discretion may engage an outside consultant to help guide the Administration in evaluation of the services of a faculty member.

7.2.1 Criteria and Categories The criteria for performance assessment shall include expectations regarding the faculty member in the categories of teaching, scholarly activity, service, professional standing and character and, if applicable, administration, as prescribed in this section of the Faculty Handbook. In addition, adherence to the Job Description (See Section 6.1.2) will be considered.

7.2.1.1 Teaching Expectations in teaching shall include, where applicable to the discipline:

- a. command of one's subject
- b. ability to organize subject matter and to present it clearly, logically and imaginatively in lectures, seminars, small group encounters, clinical presentations, lab demonstrations and/or informal groups.
- c. knowledge of current developments in one's discipline
- d. ability to relate subject matter to other areas
- e. ability to provoke and broaden student interest in the subject matter
- f. ability to utilize effective teaching methods and strategies including notes, electronic presentations, texts, manuals or other methods.
- g. mentoring of students outside of the classroom

- h. annual preparation of syllabi and lecture outlines in the form specified by the Curriculum Committee
- i. preparation, administration and evaluation of student examinations.

7.2.1.2 Scholarly Activity Expectations regarding scholarly activity shall include, where applicable to the discipline and subject to financial considerations as well as available space and time.

- a. research in one's discipline documented with interim findings, assessment and status. The research should be of a quality and subject matter related to a field of expertise and/or the mission of the institution. Research topics must be of substance and meaning to the benefit of science, humanity and academia.
- b. research-related activities, including writing grant proposals, supervising student research, publishing results in refereed journals and presenting research findings at professional meetings.
- c. other forms of scholarly activity, including but not limited to, participation in conferences, participation in post-doctoral education, participation in professional organizations, membership on editorial boards, membership on grant panels, visiting professorships, awards and honors.
- d. use of research in curriculum development

7.2.1.3 Service Expectations in service shall include where applicable:

- a. service on departmental and College committees, boards and councils
- b. service to students in the form of counseling, tutoring, advising, mentoring and by other means
- c. service to the profession of podiatry and podiatric education.
- d. attendance at graduation, the convocation, the awards ceremony and the Freshman White Coat Ceremony. The College will provide compensatory time if these events occur on a day when the faculty member is not scheduled to work.

- e. participation in College recruitment efforts. Participation and presentation in College Open House functions.

7.2.1.4 Professional Standing Expectations in professional standing shall include the following:

- a. a faculty member should be well respected and regarded among his or her peers.
- b. level of participation in leadership roles in the academic or scientific communities, advisory boards, health care institutions or other member organizations.
- c. the image portrayed in the professional field one belongs to.

7.2.1.5 Personal Character Expectations in personal character shall include the following, where applicable:

- a. all faculty should be held in high regard both professionally and privately.
- b. adherence to the Code of Conduct (Section 6.1.7) and the Statement of Professional Ethics (Section 6.1.8).
- c. avoidance of Grounds for Dismissal (Section 4.3.1).

7.2.2 Procedures Performance assessment occurs in accordance with the following prescription:

7.2.2.1 Purpose An annual performance review of all academic faculty based upon the policy provided above shall be conducted by each department chairperson in the Fall semester, shall be based upon evidence of performance in the prior calendar year and shall result in recommendations for salary increases, reappointment of probationary faculty and participation in faculty development programs.

7.2.2.2 Process The process shall include the following steps:

- a. On or before December 1, the faculty member shall submit a completed Faculty Self Evaluation Form to the department chair, or in the case of department chairs or Associate / Assistant Deans, to the Dean.

This self-evaluation report shall include identification of activities in the performance review categories and must include a self-assessment of performance.

- b. On or before December 15, the department chair or, as appropriate, the Associate / Assistant Dean or the Dean, shall prepare a written Employee Performance and Development Review (EPDR) report and meet with the faculty member to review the EPDR report and to provide the faculty member with a copy. The EPDR report shall indicate:
 1. The chair's (or Dean's) recommendation on reappointment
 2. The chair's (or Dean's) recommendation on revision of the faculty development programs
 3. The chair's (or Dean's) recommendation on revision of the faculty development plan currently in effect or the one to be prepared
 4. The chair's (or Dean's) recommendation on salary increases.
- c. The faculty member shall read and sign the EPDR report to indicate that the annual review meeting was held and that the faculty member has the right to prepare a written response to the EPDR report to be submitted to the chair (or Dean) within 14 calendar days from the date of the annual review meeting.
- d. The chair shall submit copies of the faculty member's self-report, the EPDR report and (if one exists) the faculty member's written response to the Dean by December 29.
- e. If the Dean concurs with the recommendation of the chair and the faculty member has not disagreed with those recommendations, the Dean shall forward those recommendations to the President on or before January 15. If the Dean disagrees with those recommendations, the Dean shall convene a meeting with the faculty member and the chair on or before January 10 (unless all three agree to extend the deadline) to attempt to resolve

disagreements. Within seven calendar days of this meeting, the Dean shall submit final recommendations to the President along with copies of department chair's self report, the EPDR and (if any exists) the faculty member's written responses. If the recommendation is for severance and the President concurs, refer to Section 4.2.1 in this handbook with respect to severance.

- f. On or before February 1 (unless an extension date is announced) the Dean shall submit recommendations on salary increases, reappointment of faculty and participation in faculty development programs to the President. The President shall notify faculty in writing of the final disposition, pending the Presidents approval, on salary recommendations, contract status and faculty development programs on or before February 15. If these decisions disagree with those of the Dean, notification shall include stated causes for disagreement.

CHAPTER 8 PROMOTION

- 8.1 Policies on Promotion** NYCPM has a responsibility to continually improve its academic stature. This improvement calls for increasing rigor in the application of evaluation criteria in the process of promotion of faculty members. However, the College recognizes that no faculty member can simultaneously engage successfully in activities in all of the areas listed below. Therefore, the faculty member seeking promotion should make long-range plans to address these criteria in planning his / her professional goals.

In addition to considering the faculty member's performance on specific criteria in his / her job description, the Faculty Credentials Committee shall consider the activities and achievements of the faculty member according to the general criteria described below.

- 8.2 General Criteria** Promotions are made on the basis of satisfaction of the criteria for the rank as set forth in section 3.3, et seq., and the execution of the faculty member's duties as outlined in the job description and Section 6.1, together with the number of years in which they were performed at the current rank. Years of service as used below shall be full years of FTE service at the College. At the recommendation of the Credentials Committee and with the approval of the Dean, years of service at other institutions will be considered. The Credentials Committee will use evidence supplied in the faculty member's application and available in the faculty member's personnel file to evaluate performance in the following areas as defined in Chapter 7 and elaborated below:

a. Teaching Experience Usually, a faculty member is eligible for promotion to the next rank after three years of service at the rank of Instructor, three years at the rank of Assistant Professor and five years of service at the rank of Associate Professor. Upon the recommendation of the Credentials Committee and the approval of the Dean, exceptions will be considered in extraordinary circumstances.

b. Teaching Effectiveness The attributes of an effective teacher include command of the subject, familiarity with major recent advances in the professional field, ability to relate the subject to other fields of knowledge, ability to utilize a variety of teaching methods and strategies and to stimulate the student toward further

and independent learning. Activities directed toward improving one's skills as a teacher require an understanding of the process of higher education and the methods appropriate to specific teaching responsibilities. Such activities may include participation in faculty development programs, redesign of courses, responsiveness to student evaluations, developing teaching materials (such as video tapes, computer assisted tutorials, remedial aids) and developing learning enhancement classroom techniques.

c. Service A faculty member's service to the College is demonstrated by participation in College committees, attendance at divisional and Faculty Council meetings, participation in recruitment programs, academic service to the faculty member's respective profession and other efforts.

d. Scholarly Activities Effective teaching benefits from active involvement in the intellectual and scholarly developments of the faculty member's field. Evidence of appropriate endeavors include conducting research, writing grant proposals, participation in NYCPM / FCNY research programs, publishing results, supervising student research and presenting research findings at professional meetings. Each faculty member is expected to maintain a high level of professional competence and to keep abreast of the developments in his field. In addition to research or creative work, other evidence of professional activities includes participation in conferences, participation in post-doctoral education, participation in professional organizations, membership on editorial boards, grant panels and the like.

8.3 Procedures for Promotion Individual faculty members may apply for promotion after the minimum length of time in the current rank has been completed. The faculty member is expected to compile all relevant documentation and submit this, with his / her request, to the department chairperson who then makes a recommendation to the Credentials Committee. The Credentials Committee shall review all available materials and make a recommendation to the Dean. The Committee's evaluation is directed to the Dean as a recommendation for action. The Dean shall make a recommendation to the President on each application for promotion. The decision on promotion shall ultimately be made by the President and shall be final. The faculty member shall receive copies of all reports and recommendations made by the Committee regarding his / her status.

CHAPTER 9 WORKING CONDITIONS

9.1 Conflict of Interest. All administrators and faculty members must disclose to their immediate supervisor all facts and circumstances related to any College transactions, activities, contracts or other dealings in which the administrator or faculty member is involved or may become involved on behalf of the College which might directly or indirectly involve the administrator or faculty member in a duality or conflict of interest. Such disclosure shall be made in writing as soon as is reasonable after the conflict or potential conflict comes to the knowledge of the administrator or faculty member. A duality or conflict of interest shall be deemed to exist at any time when an interest held by the administrator or faculty member, or relationship maintained, prohibits or inhibits, or potentially prohibits or inhibits, the administrator or faculty member from exercising independent judgment in the best interest of the College. A duality or conflict of interest shall exist whenever an administrator or faculty member is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any non-government entity participating in a transaction with the College.

The immediate supervisor to whom a report of a duality or conflict of interest or potential duality or conflict of interest is given shall directly report the matter to the Vice President for Administration who shall have the authority to administer the interests of the College in the situation subject to the right of superintendance and preemption of the President and the Board.

9.2 Drug Free Campus. The College encourages all members of its community to learn proficiently, think logically and critically, identify and choose personal standards of values which are socially responsible, and develop the skill and leadership abilities necessary for distinguished professional performance and significant contributions to the improvement and transformation of society.

In consonance with this mission, the College is committed to preventing the use of illegal substances by students, faculty, and staff and to encouraging responsible behavior regarding alcohol and legal addictive substances through policy, needs assessment, education, and treatment.

The College prohibits the unlawful manufacture, distribution, dispensing, possession, consumption, sale or use of controlled substances and alcohol on or in College owned or controlled property or in the course of College business or activities. Individuals including, but not limited to, students, employees, contractors, agents, volunteers, or invitees who violate this policy shall be subject to discipline, termination / dismissal, debarment, arrest or citation, and referral by College officials for prosecution, as applicable. Additionally, employees who violate this policy may be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the College.

Any employee guilty of violating a local, State, or Federal law pertaining to unlawful possession, use or distribution of illicit drugs and alcohol must notify the appropriate College official, in writing, no later than five (5) calendar days after conviction. Failure to comply with this notification requirement will result in immediate termination or dismissal.

No later than thirty (30) calendar days after receiving notification of such conviction from an employee or student the College shall:

- a. Take action against the employee to include any range of authorized disciplinary actions up to termination/dismissal; and /or
- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the College; and/or
- c. If the employee is authorized to work on a grant provided by the Federal Government at the time of the incident, the College shall notify the agency which awarded the grant within ten (10) calendar days after receipt of notification from the employee.

The College will review this policy and the relevant education assessment, and treatment programs annually to determine their effectiveness and to ensure that sanctions are consistently enforced. The College reserves the right to implement changes at any time by approval of the President.

A faculty member must report to the Academic Dean if he/she is under medical treatment with a drug that could alter his or her ability to do the job. During this course of such treatment the faculty member may be reassigned or placed on leave as determined appropriate by the College.

9.3 Scientific Misconduct.

- a. **Definitions.** For purpose of this policy, the following terms shall be defined in the manner hereinafter provided.
 1. “Academic Researcher”- Any faculty member, student or agent of the College conducting or collaborating in College Sponsored Research.
 2. “College-Sponsored Research” – Research or consulting which is conducted by an Academic Researcher in the name of or under the auspices of the College or which is supported by College resources or facilities.

3. “Conflict of Interest”- Any pecuniary interest or organizational affiliation held by an Academic Researcher which prohibits or precludes or is reasonably likely to prohibit or preclude the Academic Researcher from exercising independent judgment in the pursuit of truth in the conduct of College Sponsored Research.
4. “Scientific Misconduct”- Actions or omissions of an Academic Researcher in the conduct of College Sponsored Research which constitutes: 1) willful, negligent or reckless scientific practice in conducting, reporting or presenting the results of said research, including without limitation falsification, fabrication, or misrepresentation of data, methodologies, findings or conclusions, plagiarism or misrepresentation or falsification of research credentials, sponsorships, approvals or certifications; 2) material violation of applicable laws, regulation or College policies, regulations and procedures; 3) material violation of applicable ethical or professional standards of the Academic Researcher's discipline or profession or of the teaching profession or in the case of students, the discipline or profession relevant to the research effort and/or in which the student is pursuing educational credentials; 4) willful, grossly negligent or reckless misappropriation or misapplication of research funds (excepting minor deviations in research fund accounting which results in no personal gain or benefit to the Academic Researcher); or 5) a conflict of interest.

b. **Allegations** Allegations concerning a violation of this policy by an Academic Researcher shall be filed with the Office of the Academic Dean in writing and shall be signed by the party initiating the allegations. Signature shall not be required if the party originating the allegations requests anonymity and the Academic Dean determines that anonymity will serve the best interests of the College in meeting its responsibilities under this policy and the law of the land. If, upon investigation, the Academic Dean determines that the charge is malicious, then the faculty member can be informed, so as to be able to defend him/herself adequately. Allegations may be initiated by anyone with knowledge of a potential violation (s) including, without limitation, the Academic Dean.

c. **Inquiry.** Upon receipt or initiation of allegations, the Academic Dean shall conduct, or cause to be conducted by a designee, an inquiry. The purpose of the inquiry shall be to determine if there is sufficient evidence to lead to the reasonable conclusion that a violation (s) of this policy has probably occurred and that an investigation is, therefore, warranted. The Academic Dean or his/her designee shall have the authority to review and copy any documents in the care, custody or control of the College not

privileged as a matter of law, and may interview any College faculty member, or agent. The Academic Dean or his/her designee shall interview the Academic Researcher who has allegedly violated this policy prior to concluding the inquiry. The inquiry shall be completed no later than sixty (60) calendar days after filing or initiation of the allegations unless the Academic Dean determines that despite diligent efforts the inquiry cannot properly be concluded in that time, in which case, the time limit shall be extended for such period as is reasonably necessary to reach a proper conclusion. Upon conclusion of the inquiry a written report shall be prepared and signed by the Academic Dean which shall summarize the allegations, specify the findings made and conclusions reached, and state whether, based upon the findings and conclusions, it is probable that a violation (s) of this policy has occurred. A copy of the report shall be sent to the Academic Researcher (s) who is identified as allegedly violating this policy in the allegations as well as any Academic Researcher (s) who is (are) determined to be implicated in any violation (s) as a result of the inquiry. The report shall be sent marked "Personal and Confidential" to the last known home address of the Academic Researcher (s) by certified mail, return receipt requested.

If it is determined that an investigation is warranted, a copy of the report shall be sent to any agencies as required by law, regulations or contract.

d. Investigations. If, as a result of the inquiry, it is determined that an investigation is warranted, the Academic Dean shall undertake to appoint an investigatory committee. Such committee shall be composed of three members, one (1) who is a member of the Institutional Review Board (IRB) appointed by the chairperson of the IRB, one (1) member who is a College faculty member who is appointed by the Academic Dean, and one (1) member appointed by the President, who may be from outside the College community who shall be selected because of general or specific research expertise or who has skill in conducting administrative inquiries, or both. The member appointed by the President shall serve as chairperson of the committee. No later than thirty (30) calendar days after completion of the inquiry, the Academic Dean shall forward to the chairperson the inquiry report, all records relied upon in preparing the report, and all other documents which may be relevant to the investigation which are in the custody of the Academic Dean. The investigatory committee shall have the authority to review and copy any documents in the care, custody or control of the College not privileged as a matter of law and may interview or require the attendance at any hearing conducted by the committee of any College faculty member or agent with respect to any matter related to the investigation unless such testimony is privileged as a matter of law.

The investigatory committee may engage in any reasonable investigatory efforts which it deems to be calculated to elicit or to uncover evidence related to the matter(s) under investigation, including without limitation, a fact finding hearing

at which witnesses, including without limitation, the Academic Researcher(s) whose conduct is under investigation, may be compelled but, in any event, shall be permitted to appear and present evidence or testimony personally or through proffered documents or witnesses. Prior to any compelled or permitted appearance by any Academic Researcher(s) whose conduct is under investigation, the committee shall disclose, no less than ten (10) calendar days in advance, the issues or charges under investigation, the evidence which has been provided to or uncovered by the committee which is relevant to the issues or charges, and the nature of the further investigation to be conducted through the fact finding hearing. The Academic Researcher(s) whose conduct is under investigation shall be entitled to be represented by a person of his or her choosing, including an attorney, and shall be entitled to ask questions of any witnesses offering testimony within reasonable bounds established by the committee.

The investigation shall normally include examination of all documentation, including but not necessarily limited to relevant research data and proposals, publications, correspondence and memoranda of telephone calls. Whenever possible, interviews should be conducted of all individuals involved either in making the allegation(s) or against whom an allegation is made, as well as other individuals who might have information regarding key aspects of the allegation(s). Complete summaries of all interviews should be prepared and copies of all relevant documents made and included as part of the investigatory file.

The committee is encouraged to seek and obtain the assistance of experts in the field of research under investigation or in other areas as deemed necessary to the committee's investigation, analysis or understanding of the issues or evidence.

It is the duty of the committee to diligently conduct a thoroughgoing investigation and to make findings and reach conclusions based on the investigatory results. The committee shall complete its investigation and issue its report no later than one hundred and twenty (120) calendar days after initiation of the diligent efforts. If the investigation cannot be properly concluded in that time, the time limit shall be extended for such a period as is reasonably necessary to reach a proper conclusion. The committee's report shall summarize the evidence relied on, specify its findings of fact and conclusions, and state whether violations of this policy have occurred, and if so, the Academic Researcher(s) who has (have) perpetrated the violation.

The report of the committee shall be filed with the President and a copy shall be mailed by certified mail return receipt requested to any Academic Researcher implicated at any point in the allegations, inquiry or investigation, to his / her last known home address, marked "Personal and Confidential".

The committee shall also report its findings and conclusions to any federal funding agencies as required by law, regulations or contract.

- e. **Discipline** If the investigation committee determines that an Academic Researcher has violated this policy the President shall initiate appropriate sanctions in accordance with established College policies. Any College policy to the contrary notwithstanding, violation of this policy shall be cause for discipline, and sanctions of written and oral reprimand, debarment from further research activities provisionally or permanently, suspension or dismissal as well as any other sanctions allowed by College Policies or regulations or the law of the land. Disciplinary proceedings shall be governed by established College procedures.
- f. **Confidentiality** The proceedings conducted hereunder shall be closed except to those involved in the proceedings or to College officials. All documents produced as a result of these proceedings shall be available only to those involved in these proceedings or any further disciplinary proceedings and officials of the College with a need to know or who are authorized by the President or governmental officials as required by law, regulations or contract. The reputations of persons who make or are the subject of allegations, inquiry or investigation shall be of special concern throughout all proceedings conducted hereunder.
- g. **Retention of Records** The report of the inquiry and investigation and all records relied upon in preparing these reports shall be maintained by the College for no less than 1095 calendar days after completion of all College related proceedings with respect to the allegations. The Academic Researcher(s) who receive a copy of the report shall have fifteen (15) calendar days after the receipt, as determined by postal receipt, to file comments on the report with the Office of the Academic Dean. If such comments are filed they shall be included with the report whenever it is thereafter transmitted under the procedures herein contained.
- h. **Further Reporting** If at any time during any proceedings hereunder it is determined that criminal activity has probably occurred or that federal funds are in jeopardy of loss or misappropriation, immediate notice shall be given to any federal funding agency which has provided the funds and to appropriate law enforcement officials. If it is determined that federal funds may be in jeopardy, the Academic Dean shall take appropriate action to sequester said funds to assure that they are not lost or misappropriated.
- i. **Compliance with Funding Sources** Notwithstanding anything in this section to the contrary, incidents of suspected scientific misconduct shall be handled consistent with any applicable government laws or regulations,

or requirements of a funding source, should these apply to the situation, as determined by the chief academic officer.

9.4 Student Records Faculty are required to strictly comply with the College's Family Educational Rights and Privacy Act policy in their administration and use of student records. A copy of the College policy is set forth at Appendix 6.

9.5 Use of College Equipment and Name No college equipment, including typewriters, computers, printers, recorders, projector, etc., may be removed from the office or work area where it is inventoried except as authorized by College policy. This regulation especially applies to equipment to be taken off campus. The use of the name or indicia of the College and the faculty member's title or affiliation with the College is prohibited except as provided in regulations established by the Academic Dean.

9.6 Smoking on Campus Smoking is prohibited in every college facility.

9.7 Consulting See Section 3.4.3

9.8 Intellectual Property

9.8.1.1 Introduction

The New York College of Podiatric Medicine (NYCPM) engages in scholarly research for the purpose of advancing the understanding of the basic mechanisms of human disease as well as the diagnosis, prevention, and treatment of disease. To discharge its obligation to the public and its patients, it encourages its faculty and students to discuss research results at public forums and publish them in books and other scholarly publications. Inventions often must be developed into commercial products in order for the public to enjoy the full benefit of discoveries or inventions. In that context, NYCPM fully supports all efforts to commercialize inventions made by its faculty, students, and staff.

The Foot Clinics of New York is a not-for-profit teaching clinic closely associated with NYCPM. This policy applies to the Clinic's staff, employees, visitors, etc. (As used herein, "NYCPM" refers to both the Clinic and the College and all other affiliated hospitals.)

The Bayh-Dole Act of 1980 provides academic institutions with the ability to elect to retain title to inventions developed using federal funds and thus encourages the commercial development of such inventions by the academic institutions.

9.8.1.2 Intellectual Property And Related Rights: The material set forth in this document covers the ownership, distribution, and commercial development of technology developed by

NYCPM faculty, staff, and students and others. The term "Technology" is broadly defined in this document and includes but is not limited to technical innovations, inventions, discoveries, and tangible research property as well as writings and other information in various forms, including computer software.

The principal rights governing the ownership and disposition of Technology are known as "intellectual property" rights, which are derived primarily from statutes granting patent, copyright, and trademark.

In some instances, distribution and commercialization of technology may be accomplished by the transfer (as used herein, "transfer" includes the licensing, assignment, sale or other distribution) of the intellectual property rights, such as patents and copyrights. In other instances, distribution and commercialization of technology may be aided by or depend upon access to the physical or tangible embodiment of the technology, as in the case of biological organisms.

All policies of NYCPM regarding intellectual property or conflict of interest shall be subject to applicable federal, state, and municipal laws, rules and regulations including, without limitation rules and regulations of the National Institutes of Health for research supported by those agencies. To the extent that there are or will be inconsistencies between NYCPM policies and applicable laws, rules, and regulations, the latter will prevail over those of NYCPM.

9.8.2 NYCPM Policy Statements

General Policy Statement: The prompt and open dissemination of the results of NYCPM research and the free exchange of information among scholars are essential to the fulfillment of NYCPM 's obligations as an institution committed to excellence in education, research, and patient care. Matters of ownership, distribution, and commercial development, nonetheless, arise in the context of technology transfer, which is an important aspect of NYCPM 's commitment to the improvement of patient care and public health. Technology transfer is, however, subordinate to education, research and patient care; and the dissemination of information must, therefore, not be delayed beyond the minimal period necessary to define and protect the rights of the parties.

9.8.2.1 Technology Ownership Policy Statement: NYCPM will own Technology made or created by NYCPM faculty, students, staff, visitors, employees, volunteers and others (referred to herein collectively as " NYCPM faculty") participating in NYCPM programs except for Technology that is owned by the Inventors/Authors.

Inventors/Authors will own Technology that is:

- (a) Developed outside the area of research of the Inventor/Author conducted under a sponsored Research Project;
- (b) Not created as a "work-for-hire" by operation of copyright law or not created pursuant to a written agreement between the Author/Inventor and NYCPM providing for a transfer of copyright, patent or other intellectual property right ownership to NYCPM or a third party; and
- (c) Not developed with the use of funds or facilities administered by NYCPM. Technology will not be considered to have been developed using NYCPM funds or facilities only if:

- (1) No more than a minimal amount of unrestricted funds have been used; and
- (2) No more than insignificant NYCPM facilities and equipment have been utilized. Use of individual office, library facilities, and of traditional desktop personal computers are examples of facilities and equipment that are not considered significant.

9.8.2.2 Certain Publications:

- (a) NYCPM does not claim ownership of rights to books, articles and other scholarly publications, or to popular novels, poems, musical compositions, or other works of artistic imagination that are created by the personal effort of faculty, staff and students that do not make use of NYCPM funds.
- (b) The rights to textbooks developed in conjunction with class teaching, unless such textbooks were developed using NYCPM administered funds paid specifically to support textbook development, will be owned by the Author.
- (c) In general, theses are subject to this policy and the applicable policies of the College.

9.8.2.3 Responsibility To Comply With Policy: All faculty, students, staff, visitors and others participating in research at NYCPM are deemed to be aware of their obligation to assign rights to NYCPM and sign Invention and Copyright Agreements as provided under Part 5.

All NYCPM personnel and visitors are responsible for complying with the terms of any agreement sponsoring their research. They should contact the Office of the Vice-President for Administration (VPA) for information or assistance regarding interpretation of research contract terms. The terms of such sponsored research agreements apply to Technology made by faculty, students, staff, visitors, and others who participate in performing research supported by such agreements.

9.8.2.4 Trade And Service Marks: Trade and service marks relating to goods and services developed at NYCPM will be owned by NYCPM.

9.8.2.5 Software Acquisition And Use: Whether the software and databases used at NYCPM are owned by users or third parties and are protected by copyright and/or other laws, or subject to license or other contractual arrangement, it is the policy of NYCPM that users abide by any legal restrictions imposed by the owner of the software or database. It is the responsibility of the owner of the protected software or database to make the nature of the restrictions known to the user.

9.8.3. Technology Evaluation and Protection

9.8.3.1 Office of Technology and Business Development: The Office of Technology and Business Development (OTBD) (= NYCPM Administration) is responsible for facilitating the transfer of NYCPM Technology to the public use and benefit. The OTBD evaluates, obtains proprietary protection for, and assists in the distribution of Technology for research purposes. The OTBD assists in the commercial development of selected Technology by identifying potential markets and negotiating license agreements as described in Part 4.

9.8.3.2 Invention Disclosure: The initial step in establishing contact with the OTBD is usually the submission of an NYCPM Technology Disclosure Form. The disclosure form can be obtained from the OTBD. When submitted, the Technology Disclosure Form will initiate action by the OTBD to investigate the patenting (or other methods of protection) and marketing of the Technology unless accompanied by a letter requesting other action by NYCPM, such as a waiver of NYCPM 's ownership rights in the technology. A case number is given to the technology reported.

Evaluation: All faculty are required to promptly submit a Technology Disclosure Form to the OTBD when they think they may have developed NYCPM -owned Technology. (There is no obligation to submit a Technology Disclosure Form for Inventor/Author owned Technology. See paragraph below, which provides for an optional certification process.) Once a Technology Disclosure Form disclosing an invention is submitted to the OTBD, a representative of the OTBD will typically meet with the Inventor/Author as a first step in evaluation. In certain cases, contact with industry will be made as a part of the evaluation process.

When necessary, OTBD will contact other members of the faculty, representatives of industry, and/or other outside experts to determine whether NYCPM should seek patent protection. The OTBD makes the final decision as to whether patent protection will be sought, and it informs the Inventor/Author of the decision.

The terms of sponsored research and other agreements normally create obligations for NYCPM with respect to the reporting of Technology to the sponsoring entity. As a result, inventions and copyrightable works developed through sponsored research should be promptly reported to the OTBD by submitting a Technology Disclosure Form. Technology developed under NYCPM administered programs, either as work-for-hire or with the use of NYCPM funds or facilities, should also be submitted to the OTBD using a Technology Disclosure Form.

Inventor/Author Owned Certification Process: Inventor/Author owned Technology need not be disclosed to the OTBD unless the owner of the Technology desires the OTBD to commercialize the Technology or unless the Author/Inventor wishes to have the OTBD certify independent ownership by the Inventor/Author. The certification process is available to assist inventors in assessing whether technology they have developed belongs to NYCPM or is Inventor/Author owned.

At the Inventor/Author's option, the issue of whether or not Technology is Inventor/Author owned may be submitted for a review by NYCPM. The review will be by the Inventor/Author's laboratory director or department head, and a recommendation forwarded to the OTBD, which is charged with the responsibility of making the final determination. If the Inventor/Author is a department head, the Dean will make the review and forward the final recommendation to the OTBD. Absent such a review, NYCPM does not waive any right it may have to Technology that is not Inventor/Author owned as defined in this Policy.

9.8.3.3 Patents Protection NYCPM will normally seek patent protection for inventions in order to pursue commercial licensing or to comply with the terms of sponsored research agreements. Although patent protection is, on rare occasion, sought for various noncommercial reasons, such as professional status, NYCPM will not seek protection for inventions that are not commercially

attractive, even if the invention is intellectually meritorious. The procedures for obtaining patents on inventions are described in Part 4 - Commercial Development.

It is important, to understand that any publication (including an oral presentation) that describes an invention even in minimal detail prior to filing for a patent may preclude patenting in foreign countries and may also preclude protection in the United States unless a patent is filed within one year of such written or oral publication. The implications of publication on patent rights should be discussed with the OTBD and the decision on patent filing reached promptly so that publication will not be delayed.

9.8.3.4 Copyrights: Asserting And Registering Copyright protection of books, articles, and publications is sought in order to recognize authorship and protect the integrity of the work. Obtaining copyright protection may be essential for NYCPM to license copyrightable materials to commercial book publishers, software vendors and others and to comply with the terms of sponsored research agreements.

A copyright is established at the time expression is fixed in a tangible medium. In order to maintain the copyright for the period prescribed under the copyright statute, notice of copyright must be affixed to the copyrightable material. Failure to affix the proper notice will cause the copyright to be lost after a certain period of time has elapsed after the first publication of the work.

The following notice is to be applied on NYCPM owned works to protect the copyright:

"Copyright © 19XX NEW YORK COLLEGE OF PODIATRIC MEDICINE. All rights reserved."

The date in the notice should be the year in which the work is first published. No notice other than the foregoing is to be used for NYCPM owned works.

Further, for added copyright protection, certain works should be registered with the United States Copyright Office using its official forms.

Questions concerning copyright notices and registration should be brought to the OTBD.

9.8.3.5 Trade And Service Marks: Asserting And Registering: A trade or service mark may be used to protect those names and symbols associated with certain NYCPM activities and events and with certain technology developments such as computer programs. Prior to registration for trademark protection, the designation "TM" after a trademark or "SM" after a service mark will give adequate notice of a claim of ownership. The designation "®" for a trademark may only be used after federal registration.

Request for use and registration of trade and service marks to protect NYCPM owned technology or to designate NYCPM as the origin of a product, event, activity, service, or the like, may be instituted only at the direction of the OTBD. It is important to note that trademark protection carries with it certain obligations on the part of the holder of the mark. Therefore, requests for use and registration of trade or service marks on behalf of NYCPM must be referred to the OTBD.

9.8.3.6 Tangible Research Property (TRP): Tangible research property (TRP) such as biological materials and computer software is frequently patented or copyrighted as appropriate and then licensed for commercial purposes. The procedures described above apply to TRP as well.

9.8.4. Commercial Development and Technology Transfer

9.8.4.0 Introduction: The primary functions of a medical school are education, research, improvement of patient care and public health, and public service. It is in the context of improved health care that NYCPM supports efforts directed toward bringing the fruits of NYCPM research to public use and benefit. Federal legislation, in particular the Bayh-Dole Act, actively encourages academic institutions which are recipients of federal research funds to commercialize inventions made as a result of those funds.

In many cases, mere publication of research results will be sufficient to transfer NYCPM research to the public. In other cases, it is desirable to encourage industry, by the granting of license rights, to invest its resources to develop products and processes for use by the public.

9.8.4.1 Commercialization - General: The OTBD will pursue the licensing, or other transfer, of Technology by researching the potential market for the Technology, identifying third parties to commercialize it, entering into discussions with potential transferees, developing a business plan as appropriate, negotiating appropriate licenses or other agreements, monitoring progress, and distributing royalties or equity to the inventors/authors in accordance with NYCPM royalty policy.

9.8.4.1.1 Inventor/Author Assistance: With few exceptions, the support and cooperation of the Inventor/Author is essential to licensing success.

9.8.4.1.2 Inventor/Author Owned Technology - Transfer To NYCPM: NYCPM faculty who wish to pursue the development of their Inventor/Author owned technology through the OTBD may offer such technology for evaluation by submitting a Technology Disclosure Form. The OTBD will evaluate the commercial potential and determine whether or not the Technology will be accepted for licensing by the OTBD.

Faculty, staff and students are free to choose some other mechanism for commercializing their independently owned technology, but prior to such commercialization may request certification of Inventor/Author ownership by the OTBD. (See Section 3.1.)

9.8.4.1.3 NYCPM Owned Technology - Transfer To Inventor/Author: OTBD may in its discretion and consistent with the public interest and any preexisting contractual commitments, license NYCPM owned Technology to the Inventor/Author exclusively or nonexclusively with the provision of payment or royalties to NYCPM by the Inventor/Author. The Inventor(s)/Author(s) must demonstrate technical and financial capability to commercialize the intellectual property, and the OTBD will have the right to terminate such license if the Inventor/Author has not achieved effective dissemination within 3 years. The license is also subject to the Inventor/Author waiving his/her rights to royalty sharing under this policy guide. Where such a license is issued, the Inventor/Author may be required to assume the costs of filing, prosecuting and maintaining any patent rights.

9.8.4.1.4 Waiver Of NYCPM Rights: When it has the right to do so, NYCPM may, if requested by the inventor, and at NYCPM 's discretion consistent with NYCPM 's obligations to third parties, "stand aside" in those situations where NYCPM has notified the Inventor/Author that it believes that the commercial value of the Technology is of insufficient interest to NYCPM. By "standing aside", NYCPM agrees not to exercise its contractual rights to the Technology, clearing the way for the NYCPM Inventor/Author to seek ownership. Inventors/Authors may request the NYCPM "stand aside" by submitting a letter of request to the OTBD. When NYCPM agrees to "stand aside", the Inventor/Author assumes the obligation of meeting the obligations contractually imposed on the Technology by the funding agency or industrial sponsor.

9.8.4.1.5 Conflict Of Interest Or Commitment In Licensing Of NYCPM Rights To Inventors: Any of the following factors may signify a conflict of interest that will be taken into account prior to waiving or licensing NYCPM 's rights to Inventors/Authors:

- (a) an adverse impact on NYCPM 's education responsibility to its students;
- (b) an undue influence on the employment commitment of the Inventor/Author to NYCPM in terms of time or direction of effort;
- (c) a detrimental effect on NYCPM 's obligations to serve the needs of the general public; and
- (d) a potential conflict of interest as defined in NYCPM 's Faculty Handbook.

9.8.4.1.6 Commitment Of Future Inventions: In general, NYCPM does not commit to license, assign or otherwise commercialize Technology to be developed in the future. This includes commitments to future Technology developed by the same Inventor/Author to the original licensees even where improvements of the technology are anticipated. Some very narrowly drawn exceptions may occasionally be appropriate to handle subordinate patents and well defined derivative works or inventions. In general, such exceptions require the assent of the Inventor/Author.

9.8.4.1.7 Certain Provisions In Technology Transfer Agreements: An agreement for the transfer of Technology is often complex and must be fashioned to meet the needs of a particular transaction. Nonetheless, NYCPM has certain provisions which are to be included in any agreement. These are designed to ensure that the missions of NYCPM are furthered by the transfer. These provisions are:

- (i) Confidentiality provision: NYCPM will not agree to restrict the publication of research results. Reasonable delay in publication for the purpose of evaluating the information described in the publication may be permitted. Every individual involved in research subject to a publication delay must be informed of any agreement to delay publication;
- (ii) Compensation: NYCPM will expect appropriate consideration for any Technology transferred. Such compensation may be in the form of royalty payments, or other monetary amounts or equity (see note 1, p. 83);
- (iii) Sponsored research: The transfers must be consistent with any requirements imposed by sponsors of the research. For example, research contracts sponsored by the Federal Government

are subject to statutes and regulations under which NYCPM acquires title in inventions conceived or first reduced to practice in the performance of the research. NYCPM 's ownership is subject to a nonexclusive license to the government and the requirement that NYCPM retain title and take effective steps to develop the practical applications of the invention by licensing and other means; and

(iv) Insurance and Indemnity: There must be adequate insurance and indemnity provisions as determined by OTBD.

9.8.4.1.8 Consulting Contracts: The NYCPM will not negotiate consulting contracts for individual faculty or the Inventors/Authors even as part of a Technology transfer arrangement. However, the NYCPM recognizes that from time to time Inventors/Authors may have consulting agreements which have a Technology transfer component. The following conditions must be met by each consulting contract:

(a) The consulting agreement must be consistent with the NYCPM policy on Intellectual Property and all other institutional policies, including those regarding Conflicts of Interest.

(b) Technology may be transferred in the course of the consulting agreement only if it is Inventor/Author owned Technology.

(c) If there is a Technology Transfer component in the consulting agreement, no sponsored research may be conducted in the consultant's NYCPM laboratory on substantially the same project.

(d) Each consulting contract must include the statement: "In the event the terms and conditions of this Agreement are in conflict with the terms and conditions of (individuals name)'s employment by NYCPM including the terms of any grants or contracts administered by NYCPM for which he/she performs service, the latter shall prevail."

9.8.4.1.9 Leave Of Absence: A NYCPM faculty member with the permission of the Dean and the Department Chairman may take up to one year unpaid leave to work at the company and not lose his/her standing at NYCPM subject to NYCPM 's policy on appointments and promotions as specified in the Faculty Handbook. During any leave of absence, the NYCPM faculty member may work full time for the company. Only Inventor/Author owned Technology may be transferred to the company.

9.8.4.1.10 Conflict Of Interest: Remuneration received by any Inventor/Author, in any form, including equity, is subject to the Conflict of Interest rules and regulations of NYCPM and those rules as may be imposed from time to time by relevant Federal, State, or City agencies or other research funding organizations.

Pending implementation of a comprehensive Conflict of Interest in Research Policy by the NYCPM, all faculty are advised that in transactions involving the transfer of technology or a potential transfer of technology, they must comply with the Interim Policy Concerning Conflict of Interest in Equity Ownership and Technology Transfer appended to this policy.

Receipt of any compensation by the faculty, whether for consultation, or other activities, including founder shares, may not be payment for the licensing of, or access to, NYCPM Technology. Faculty must disclose to the Dean any compensation, including equity, received from any licensee or assignee of NYCPM owned Technology.

9.8.4.1.11 Legal Issues Arising From Equity Holdings: When an Inventor/Author has an equity position in a company that is a licensee of intellectual property developed by the Inventor/Author, sale of any or all of the equity may potentially involve insider trading as defined in the federal securities law. Therefore, the Inventor/Author is required to notify the President of NYCPM of the intention to sell any or all of such equity holdings and to obtain the President's permission, which shall not, however, relieve the seller of individual responsibility.

9.8.4.2 Distribution Of TRP: In keeping with the traditions of academic science and its basic objectives, it is the policy of NYCPM that results of scientific research are to be promptly and openly made available to others. Since the traditional modes of dissemination through scholarly exchange and publication are not fully effective for most TRP, it is NYCPM policy that those research results which have tangible form should also be promptly and openly made available to other scientists for their scientific research, unless such distribution is inappropriate due to factors such as safety, the need to more fully characterize or develop the TRP prior to distribution, or unless such distribution is incompatible with other obligations.

Where TRP is developed in the course of research which is subject to the terms of a sponsored research or other agreement, control over its development, storage, distribution, and use is the responsibility of the principal investigator, who will consult with the VPA. In other cases, use of NYCPM resources will be presumed and control over TRP will rest jointly with the laboratory director or department head and with the OTBD. The responsibility for control, which includes determining if and when distribution of the TRP is to be made beyond the laboratory for scientific use by others, resides with the principle investigator in accordance with the terms of this policy.

9.8.4.2.1 TRP Identification: Each item of TRP should have an unambiguous identification code and name sufficient to distinguish it from other similar items developed at NYCPM or elsewhere. The OTBD should be consulted for assistance in developing appropriate identification systems.

9.8.4.2.2 TRP With Potential Commercial Value: Scientific exchanges should not be inhibited due to potential commercial considerations. However, TRP may have potential commercial value as well as scientific value. Principal investigator(s) who may wish to make TRP available for scientific use in a manner that does not diminish its value or inhibit its commercial development should seek guidance from the OTBD.

The typical mechanism for commercialization of TRP is through licensing agreements.

9.8.4.2.3 Distribution Of Biological TRP To Research Colleagues: Biological materials are in many cases patentable and licensed for commercial purposes under various types of patent licenses. They are also a form of TRP which can be distributed for commercial and/or research purposes with or without patent protection.

Biological TRP owned by NYCPM may usually be distributed for research purposes only, with minimal conditions attached. Any such distribution is subject to an agreement by the recipient that commercial development or commercial use or further transfer of the biomaterial is not to be undertaken. (These agreements are typically referred to as Material Transfer Agreements and are available through the OTBD.)

In addition, the principal investigator may wish to control subsequent use, for example, by requiring recipients to follow a specific research protocol in the use of the biological materials.

9.8.4.2.4 Distribution Of Computer Software For Research Purposes: The distribution of NYCPM owned computer software to colleagues for research purposes must be coordinated with the OTBD if the software has potential commercial value, if the principal investigator wishes to control subsequent use, or if it is subject to the terms of a sponsored research agreement.

The OTBD will provide wording for the distribution agreement necessary to preserve commercial value and will arrange for trademark and copyright registration as appropriate.

9.8.4.2.5 Other TRP: Distribution of TRP, other than biological TRP, should follow the procedures outlined in this policy for computer software.

9.8.4.3 Royalty Distribution - General: Royalty income received during the preceding NYCPM fiscal year for a technology license shall be distributed sixty (60) days after receipt as follows:

Step

1. Deduct 15% from Gross Royalty which deduction is capped at \$100,000 per year. This deduction, which may be adjusted from time to time, is directed toward partially covering from Royalty Income the non-specific transactional expenses of the OTBD.
2. Then, deduct out of pocket costs directly assignable and, in some cases, a reserve for expenses in a specific case such as patent filing, prosecution and maintenance costs and specific marketing costs to arrive at "Adjusted Royalty Income." When in any distribution period such out of pocket costs and reserves exceed 50% of the Gross Royalty less the deduction specified in the paragraph above, the Adjusted Royalty Income will be defined to be 50% of the Gross Royalty less the deduction specified in the paragraph above and the remaining deductions and reserves will be carried forward to the next distribution period.
3. Of the first \$1,000,000 in aggregate "Adjusted Royalty Income," distribute 50% to the inventor(s)/author(s). For aggregate "Adjusted Royalty Income" in the excess of \$1,000,000, distribute 1/3 of the "Adjusted Royalty Income" to the inventor(s)/author(s).
4. The remaining Adjusted Royalty Income distribute as follows: 50% to NYCPM and 50% to the inventor's Department.

Note: If an inventor/author waives participation in royalties, those waived royalties will be shared equally by the Department and NYCPM.

9.8.4.3.1 Equity Distribution: Equity distribution will be made as follows:

1. Deduct 20% of the equity. This deduction which may be adjusted from time to time is directed toward partially covering the non-specific and specific transactional expenses of the OTBD and out of pocket expenses for unmarketable patents.

2. Of the remaining 80%;
40% is distributed to the inventor(s)/author(s);
30% is distributed to NYCPM; and
30% is distributed to the inventor's Department.

Ownership of Founder's shares or equity ownership of more than 5% of a company, as defined in the Conflict of Interest policy, issued to the Inventor/Author within two years of the licensing of the Technology are deemed by NYCPM as compensation for NYCPM Technology. Therefore, the Inventor/Author must choose between retaining the equity in the Company and receiving his/her share of the Inventor/Author distribution or compensation that NYCPM receives for the invention or turning over his equity in the Company to NYCPM for NYCPM to distribute under the royalty formula.

The Inventor/Author must inform in writing the OTBD before the closing of the licensing agreement which option has been elected. The election is irrevocable and may only be changed at a later date under extraordinary circumstances with the approval of the Dean and the President of NYCPM.

9.8.4.3.2 Royalties - Special Cases: In cases where a license involves a patent with multiple Inventors/Author and/or involves multiple patents, the OTBD will request the inventors to achieve from their perspective a fair and equitable distribution of the Inventors' income. If the Inventors can achieve an agreement, they will submit a letter signed by each one of them to the Director of the OTBD stating their agreement and providing the specific income distribution scheme. In the event that such agreement cannot be achieved, any one or more of the Inventors can so notify the Director of the OTBD, who will then request the Dean to form a committee of the faculty to make an appropriate recommendation with input from the OTBD which with the Dean's approval will be binding on the inventors. Should this committee be unable to reach an agreement, the funds to be distributed to the inventors will be disbursed as if all inventors have made an equal contribution and all inventions that are part of the license have equal economic importance.

9.8.5. Faculty, Student, Staff and Visitor Obligations

9.8.5.0 General Policy: It is the policy of NYCPM and the Foot Clinics of New York that individuals through their activities by NYCPM and the Foot Clinics of New York or by participation in a sponsored research project, using NYCPM and the Foot Clinics of New York administered funds or facilities, thereby accept the principles of ownership of technology as stated under this policy. In furtherance of such undertaking, all participants will be required to sign Invention and Copyright Agreements in accordance with the following policy.

9.8.5.1 Personnel Invention And Copyright Agreements

9.8.5.1.1 Who Must Sign: Invention and Copyright Agreements must be signed by all individuals at NYCPM who:

(a) receive support from sponsored research or NYCPM and the Foot Clinics of New York funded projects; or

(b) otherwise may be in a position to make, conceive or reduce to practice Inventions or otherwise develop Technology under sponsored research or NYCPM and the Foot Clinics of New York funded projects, whether or not salary or other support is received from such projects, or through the use of NYCPM and the Foot Clinics of New York administered funds or facilities, must sign the NYCPM Invention and Copyright Agreement. Note that this requirement specifically extends not only to NYCPM personnel but also to visiting scientists and fellows or others. Voluntary Faculty as a rule are required to sign the policy only if directly involved in NYCPM and the Foot Clinics of New York funded research.

Note: Whether or not a person covered by this policy has signed such an agreement he or she will be bound by the policy, including all terms of the agreement. A copy of the Invention and Copyright Agreement is attached hereto.

9.8.5.1.2 Administration: Each NYCPM laboratory and department through its Administrative Officer is responsible for ensuring that Invention and Copyright Agreements are signed by all faculty, students, staff and visitors, who may be or are involved with sponsored projects or who may have opportunities to use NYCPM funds or facilities administered by that laboratory or department. The OTBD will monitor laboratory and department compliance with this requirement. All Invention and Copyright Agreements should be signed in triplicate with one copy retained by the signatory, one copy retained in the laboratory/department files and one copy sent to the OTBD.

Invention and Copyright Agreement forms may be obtained from the OTBD which will assist with any questions which arise in connection with such Agreements.

9.8.5.1.3 Consultants And Independent Contractors: Under the Copyright Act, copyright of commissioned works of non-employees is owned by the author and not by the commissioning party unless there is a written agreement to the contrary. All NYCPM personnel are cautioned to ensure that independent contractors agree in writing that ownership of the commissioned work is assigned to NYCPM, except where special circumstances apply and it is mutually agreed that the author will retain ownership.

9.8.6 Administration

9.8.6.1 Interpretation Of Policy: In disputed issues related to the interpretation of this policy, the Dean has the final authority. The Dean will seek a resolution within the guidelines defined herein cognizant of various transcending factors such as open scientific discourse, protection of the reputation and financial integrity of NYCPM, and professional growth of NYCPM 's faculty, staff and students. Any such disputed issues that cannot be resolved with the assistance of the Office of Science and Technology Development should be referred to the Dean.

In unusual circumstances, the Dean with the approval of the President and of the Technology Transfer Sub-Committee of the Research and Education Policy Committee of the Board of Trustees of NYCPM which oversees the OTBD may authorize exceptions to the procedures and policies stated in this document.

9.8.6.2 Office Of Science And Technology Development: The NYCPM Office of Science and Technology Development has two principal goals. The first is to facilitate the transfer to public use and benefit of technology developed at NYCPM. The second, where consistent with the first, is to provide an additional source of unrestricted income to support research and education at NYCPM. The OTBD will work with the NYCPM developers of technology and with industry. However, it will do so in a manner which does not interfere with the normal flow of technical and academic information through publications, conferences and consulting.

9.8.6.3 Effective Date And Policy Review: The effective date of this policy statement on intellectual property is May 27, 2009.

In the event that the economic terms of this policy statement are altered as a result of the Board of Trustees review, the Inventor(s)/Author(s), who had been receiving distributions of royalty or equity income and expect to continue to do so after the Board of Trustees review, may elect to continue to be compensated as specified in this policy or to be compensated in the future as specified in the revised policy statement which may result from the Board of Trustees review as of the effective date of the new policy.

9.8.6.4 NYCPM Board Of Trustees Oversight: The Technology Transfer Sub-Committee of the Research and Education Policy Committee of the Board of Trustees of NYCPM will oversee the operations of the OTBD.

9.8.7 Appendix

9.8.7.1. Invention and Copyright Agreement (Sample)

In consideration for my employment/appointment at NYCPM, I hereby agree as follows:

- a. I will abide by NYCPM's Policies on Intellectual Property: Ownership and Commercial Development, a copy of which has been given to me and any amendments thereto promulgated by NYCPM;
- b. I will promptly report all inventions within the scope of the Policies on Intellectual Property: Ownership and Commercial Development to the Office of Science and Technology Development or the Dean.
- c. If requested by NYCPM, I will assign such invention to NYCPM and will execute such documents, including patent applications and related papers, as may be deemed necessary by NYCPM to transfer and secure to NYCPM the rights to such invention and to any patent issued or to be issued thereon.

Date

Signature

9.8.7.2. Interim Policy Concerning Conflict Of Interest In Equity Ownership And Technology Transfer

When an Inventor/Author Takes Equity: When the Inventor/Author is the transferee of technology, or a significant equity participant in the transfer of technology, certain policies apply to avoid conflicts of interest potentially damaging to the Inventor/Author or NYCPM. All such transactions involving the transfer of NYCPM Technology and equity ownership must receive explicit approval of the Dean, the President of NYCPM, and the Technology Transfer Subcommittee of the Research and Education Policy Committee of the Board of Trustees of NYCPM, which is charged with the oversight of the OTBD.

The Inventor/Author must sign a Conflict of Interest Statement, affirming that he/she will not:

- 1) use students at NYCPM for research and development projects for the company;
- 2) restrict or delay access to information from his/her NYCPM research;
- 3) take direct or indirect research support from the company in order to support his/her activities at NYCPM; or
- 4) employ students at the company.

The Inventor/Author must differentiate clearly between the intellectual directions of his/her NYCPM research and commitments to the company. To that end, he/she will expressly inform the Department head/Laboratory director annually of the general nature of his/her activities on behalf of the company. The Department Head/Laboratory director reviews and signs these reports.

9.8.7.3 When the Inventor/Author or NYCPM takes Equity: Once a decision is made to transfer Technology to an Inventor/Author's company or a company in which he/she is a significant equity owner, the transfer terms are negotiated. In most cases, the terms include a license issue fee, annual maintenance fees, and running royalties on product sales, all in the form of cash payments. Under some circumstances, however, NYCPM will take equity in a small, tightly-controlled company in partial lieu of royalties.

There is a greater risk of conflict of interest, or the appearance of such conflict, when Inventors/Authors and/or NYCPM hold equity, versus only royalty rights, which makes equity participating subject to special scrutiny. There is the possibility of substantial financial gain, even early in the invention's life cycle, through a public stock offering or acquisition by another company before the technology is proven or the first product sold. There is, of course, the possibility of substantial financial gain from a future royalty stream as well, but only in connection with the commercial success of a useful product.

If the Inventor/Author holds or will shortly acquire an equity position, NYCPM may accept equity only with the prior approval of the Dean.

If NYCPM does not acquire equity, the company will be expected to grant the Inventor/Author holding or acquiring a significant equity position a total equity share reflective of the individual's contribution both to NYCPM intellectual property and to the company operations. The OTBD will take this factor into account in its license negotiations with the company.

NYCPM will not accept research funding from a transferee of Technology in which NYCPM, through the OTBD, or an NYCPM Inventor/Author of the transferred Technology, has a significant equity interest unless:

- 1) the funded research will not be conducted in the laboratory of the Inventor/Author who owns the equity, or in any research area related to any transferred Technology;
- 2) the students of the Inventor/Author who own the equity will not participate in any project funded by the transferee.

Rare exceptions may be made with appropriate assurances on conflict.

When an Inventor/Author desires to waive equity participation in order to obtain research funding from a small, tightly-controlled company, the OTBD will require in its license agreements that the Inventor/Author not make any arrangements to obtain equity at a later date and avoid negotiating for equity until at least two years following the termination of the research agreement. In such circumstances, NYCPM will also refrain from taking equity.

NYCPM will not take a seat on the Board of Directors in connection with the equity acquired through license agreements.

NYCPM limits its equity involvement to a minority position (e.g., under 20% and typically under 10%).

Any equity obtained from a license agreement is transferred immediately from the OTBD to the NYCPM Financial Division. Decisions on whether to invest university funds in future rounds of funding, or whether to hold or sell the stock when it becomes liquid, are made by professional portfolio managers involved in neither the original technology transfer nor the ongoing relationship.

1. Equity is defined as an ownership interest in a company, including, but not limited to, shares of stocks, warrants, options, convertible instruments and participation as a partner in a partnership.

2. When the equity owned by NYCPM is sold, the net proceeds will be allocated to the Department(s) and NYCPM. If equity is not accepted by Faculty Inventors or cannot be transferred to them because of the licensing agreement or by reason of law, then all equity will be owned by NYCPM and may be sold at a time at the discretion of the Director of OTBD with the approval of the President of NYCPM.

CHAPTER 10 DISPUTE RESOLUTION PROCEDURES

10.1 Dispute Resolution Procedures

10.1.1 Purpose The College and the Faculty agree that the establishment and maintenance of a harmonious and cooperative relationship between the parties is essential to the operation of the institution. Equitable solutions to grievances of faculty are an essential part of this relationship. This Dispute Resolution Procedure is designed to create the means to reach such solutions.

10.1.2 Definitions For the purpose of this procedure:

- a. The term “grievance” shall mean an allegation that the grievant’s employment rights or entitlements have been adversely affected due to a violation, misapplication, or misinterpretation of College policies, regulations or procedures.
- b. The term “grievant” shall mean an identified person (or a group of persons) who was/were (at the time of, or the action giving rise to, the grievance) a faculty member(s) of the College.
- c. The term ”working days” shall mean those days when the business offices of the College are open or the grievant is fulfilling his assigned duties in the College or Clinic. regularly scheduled for the grievant.

10.1.3 Time Limitations When any action which is required to be taken with a specified time period is not taken in time, the following shall apply:

- a. If the grievant fails to act within the time limits provided here (see below), the College shall have no responsibility to process the grievance or the request for arbitration and it shall be deemed withdrawn and all issues shall be resolved by the President whose decision shall be final, and unappealable. It shall be a condition to the right of the grievant to proceed to arbitration that the grievant shall have complied with all steps of this Dispute Resolution Process. Failure to comply shall cause the grievance to be dismissed with prejudice and shall be a final and binding decision which may not be appealed or set aside by any other judicial or administrative forum. All steps to this

Dispute Resolution Procedures shall be integrated and deemed to be part of the arbitration procedure. A violation or failure to comply with any of the steps shall be deemed to be a failure to comply with the arbitration procedure.

- b. If the College fails to act within the time limits prescribed the grievant may proceed to the next level and subsequently issued decisions at the bypassed level shall be null and void.

10.1.4 Confidentiality All proceedings under the provisions of this Dispute Resolution Procedure (DRP) shall be maintained as confidential subject only to the need of the grievant and the College to comply with the processes specified herein and to present evidence concerning the grievance at other legitimate administrative or judicial proceedings. All hearings shall be held in private.

10.1.5 Steps in the Grievance Process All grievances must be processed in accordance with the following steps:

- a. **Step 1** A grievance must be presented to the grievant's immediate supervisor in writing, which writing shall include the specific policy, regulation or procedure alleged to have been misinterpreted, misapplied or violated, the effect on the grievant, and the relief requested. The grievance must be filed within twenty-five (25) working days from the date when the grievant knew or reasonably should have known of the action or the condition which occasioned the grievance. The immediate supervisor, upon learning of the grievance, shall investigate matters deemed appropriate and respond with substantive comments to the grievant in writing within ten(10) working days of the date the grievance was filed with the supervisor's office.
- b. **Step 2** If the grievance is not resolved in Step 1 and the grievant desires to pursue the matter, the grievant shall repeat the grievance and file it with the Academic Dean within five (5) working days of the Step 1 decision. The Academic Dean shall investigate the grievance as deemed appropriate and respond to the grievant in writing within ten (10) working days from the date the written grievance statement was filed with the Academic Dean.
- c. **Step 3** If the grievance has not been resolved in Step 2, the grievant may file a written request for review with the Faculty Hearing Committee within five (5)

working days following the date of delivery of the Step 2 decision to the grievant. The Faculty Hearing Committee shall also consider the decision of the immediate supervisor and the Academic Dean. The Faculty Hearing Committee may request additional documentation and / or an oral presentation by the grievant and / or the administrative representative. The administration, the Faculty Council, and the grievant, as a condition to the pursuit of a grievance under this procedure, agree to facilitate any investigation that may be required and to make available any and all non-privileged, relevant material, documents, communications and records concerning the grievance issues. Neither the Faculty Council nor the Administration shall in any way interfere with, coerce, restrain, discriminate against, or effect reprisal against the grievant or anyone who has filed a grievance under the procedures provided herein as a consequence of, or as a prior restraint or coercion against, the filing of a grievance hereunder. The Faculty Hearing Committee shall complete its consideration of the grievance and render its decision within fourteen (14) working days from and after the date of the presentation of the grievance to the Committee, unless the grievant and the Administration agree to extend the time. The decision of the Faculty Hearing Committee shall take the form of findings of fact, conclusions and a recommended disposition and shall be presented to the grievant and the President of the College.

- d. Step 4** If the grievance has not been resolved in Step 3, the grievant may file a written request for review with the Executive Committee of the Faculty Council within five (5) working days after the date of delivery of the Step 3 decision to the grievant. The Executive Committee of the Faculty Council shall be augmented by the College Human Resources Officer who shall serve ex-officio without a vote. The Executive Committee shall consider the decisions of the Faculty Hearing Committee, the Academic Dean, and the immediate administrative supervisor shall consider any additional written submissions presented by the grievant and the administration in accordance with timelines specified by the Executive Committee, and shall render its decision. Its decision shall also take the form of findings, conclusions and a recommended disposition. The Executive Committee, in its discretion may also request that an oral presentation be made by the grievant and the administration. The

decision of the Executive Committee shall be simultaneously submitted to the faculty member and the President of the College no later than fourteen (14) working days after the date upon which the grievance was filed with the Executive Committee. The time for the rendering of decision of the Executive Committee may be extended by agreement of the grievant and the college.

- e. **Step 5** If the grievance has not been resolved in Step 4, the grievant may file a written request for review with the President of the College within five (5) working days following the date of delivery of the Step 4 decision to the grievant. The President shall consider the prior decisions at each preceding step, may request such additional evidence or testimony as he determines appropriate, and shall render his decision within fourteen (14) working days after the date the grievance is filed with the President. His decision shall take the form of findings, conclusions and a recommended disposition. The decision of the President shall be the decision of the college for all other purposes and in all subsequent proceedings. Decisions at Step 1-4 shall not have any binding effect upon the College, and shall not be deemed to be statements or admissions of the College.

10.1.6 Fact Finding Procedure

10.1.6.1 If fact finding is called for at this point to resolve an outstanding grievance, either the administration and/or the faculty member will initiate and institute fact finding proceedings before a neutral third party.

10.1.6.2 The administration and the faculty member will identify a mutually acceptable third party to conduct the fact finding; the administration may seek the guidance of the State Mediation Board to facilitate the process.

10.1.6.3 Faculty and Administration will share the costs of the fact finding proceedings equally.

Section III Faculty Council

CHAPTER 11 FACULTY COUNCIL

11.1 Constitution

Article I

NAME: The name of this organization shall be The Faculty Council of the New York College of Podiatric Medicine

Article II

Subject to the authority of the Board of Trustees, the President and the Vice-President of the New York College of Podiatric Medicine, the Council shall establish the academic policies of the College, including: policies and standards of admission, promotion and graduation of students; policies, criteria and standards of appointment, retention and promotion of faculty; organization of curriculae in accordance with educational and professional needs and in accordance with the New York State Charter.

PURPOSE: The purpose of this organization is to serve as the official representative of the faculty members of the College and to facilitate communication and cooperation between the faculty and administration. This body will provide a means of faculty participation in the governance of the College, and a means by which the faculty will advise on all aspects relating to student instruction and to institutional research.

The Council shall have the power to receive, approve amend or reject any actions of standing or ad hoc committees by a simple majority vote. It may establish such committees of its membership as it may consider desirable in the fulfillment of its responsibilities.

Article III

MEMBERSHIP: Membership in the Faculty Council shall include all full-time and part-time faculty, including professors emeriti and division and department chairmen who are not deans.

Membership does not include deans (or divisional directors who are deans) or higher ranking administrators in the College Table of Organization, or adjunct faculty.

Members who have paid dues are designated as “active” members and represent the voting membership. Active FT and PT faculty have equal votes. Members who have not paid dues for the year shall not share in all duties and rights of membership and do not have voting privileges.

The Executive Committee may invite non-member administrators and other College personnel for council, or to serve on committees, but they cannot vote or hold offices in the Council.

Article IV

EXECUTIVE COMMITTEE: The Executive Committee shall consist of the elected officers of the Faculty Council as well as the immediate past President. It is the administrative organ of the Faculty Council, and conducts its business between meetings. It shall meet monthly. It prepares the Faculty Council agenda for the past year, prepares Faculty Council meetings and documents, liasons directly with the administration, supervises changes in Faculty Council committee memberships, implements policies after approval of the full Council and performs such other duties as delegated by the full Council. It shall appoint an individual to represent the faculty at Deans meetings and President's staff meetings. Any committee changes must be presented to the Executive Committee and then be presented to the Dean.

Article V

OFFICERS: The elected officers of the Faculty Council shall be president, vice-president, secretary, treasurer and representative-at-large. Each shall be elected by a majority vote of the active membership of the Faculty Council and shall serve for one year. These officers will take office on July 1st and terminate on June 30th of the following year.

Article VI

ELECTION OF OFFICERS: Each year the officers to be elected shall be:

Vice-President (becomes President in the following year)
Secretary
Treasurer
Representative-at-large

The Elections Committee shall call for nominees for each office and shall create a ballot by May 1st, including no more than three names for each office based on relative number of nominations for each name. Each nominated faculty member must agree to the nomination. The ballots shall then be distributed by mail to full-time and part-time members of the Faculty Council and be returned to the Elections Committee no later than June 30th. The results shall be announced at the last meeting of the Faculty Council for the year.

Article VII

DUTIES OF THE OFFICERS:

President: The President is responsible for the general supervision and direction of the officers and committees of the Council. The President shall call and chair Executive Committee meetings, call and conduct regular and special, when warranted, meetings of the Faculty Council. The President, or delegate, shall represent the Faculty at the meetings of the Board of Trustees of the College.

Vice-President: The Vice-President performs the duties of the Council President in the President's absence and shall assume the presidency the following year. The Vice-President shall assist the President as ex-officio member of all Faculty Council Committees.

Secretary: The Faculty Council Secretary has charge of all records of the Faculty Council, and maintains up-to-date centralized files in the Faculty Council office. The Secretary makes note of the "active" status of members casting votes, keeps a current faculty roster, posts and sends notices to Faculty Council members of Council meetings and other business, prepares documents and arranges Council meetings, prepares the minutes of the Faculty Council and Executive meetings.

Treasurer: The Treasurer has charge of the funds of the Faculty Council and maintains accurate records of those funds, collects funds when due and maintains accurate records of these funds.

Representative-at-Large: The Representative-at-Large is delegated by the President to serve as liaison between the faculty and other College community personnel, regarding designated issues, and shall serve as the official parliamentarian for the Faculty Council and as the Sergeant-at-Arms.

Article VIII

MEETINGS: Faculty Council general meetings shall take place at least quarterly. Dates and agenda shall be set by the President and approved by the Executive Committee. In addition, special meetings of the faculty may be called by written request of at least five faculty members, or by request of the Dean, for a specified purpose. The President of the College may call a special meeting, or Faculty Forum, with the faculty on matters of mutual concern with approval of the Executive Committee.

A quorum shall be ten active faculty members. A motion shall be carried by a majority of the active faculty members present at a meeting. All motions shall be recorded in the minutes and shall be distributed to the membership.

Article IX

DUES AND LIABILITY: Persons eligible for membership in the Faculty Council must pay annual personal dues as are assessed by the Council to maintain an "active" status in the Council. The Treasurer shall submit a recommendation for a dues collection, and a budget, for any year based on the expenses anticipated by the year's Faculty Council agenda as established by the President and Executive Committee. The recommendation shall be approved at the first General Meeting of the year and the dues must be collected by June 30th.

No officer of the Council may disburse any of the funds of the Council without prior authorization, by vote, of the Executive Committee. Disbursement of funds shall be cosigned by the Treasurer and President.

At the last General Meeting of the year, the Treasurer shall submit an accounting of the Faculty Council fund, including original balance, dues collected, expenditures and ending balance.

Neither membership in the Council nor any aspect of the Council may be used for personal gain by any of its members.

Article X

AMENDMENTS: Amendments to the Constitution and By-Laws of the Faculty Council may be made only by approval of two-thirds of the active members. Voting for amendments may be made by mail or electronic communication, with a 30-day deadline from the time a proposal is placed on the floor, and seconded, until votes are received by the Council Secretary.

The Faculty Council Constitution and By-Laws shall be reviewed and updated, with two-thirds approval by the membership, every two years. A standing Constitution and By-Laws Committee shall be appointed by the President and meet with the Executive Committee.

Article XI

RULE OF ORDER: Unless otherwise stated in the Faculty Council By-Laws, all business conducted shall be guided by Robert's Rules of Order (Revised). The parliamentarian shall have a copy of Robert's Rules at every meeting.

11.2 By-Laws

COMMITTEES OF THE COLLEGE FACULTY

11.2.1 Standing Committees Standing Committees are the permanent faculty committees of the College. Their membership, procedures and policies of operation are established by the Faculty Council. Their activities are supervised by the President of the Faculty Council and the Executive Committee.

11.2.2 Ad Hoc Committees Ad Hoc Committees are temporary committees established by the Executive Committee of the Faculty Council to carry out designated assignments within a specified time limit. Activities of such a committee are automatically terminated at the end of the designated period. The committee must submit a written report on the assignment to the Executive Committee within two weeks after the end of the committee's activities.

11.2.3 Membership and Terms of Office All active members of the Faculty Council (.5 FTE or higher) are required to actively participate on at least one Faculty Council committee. Faculty members who hold more than one committee seat must be prepared to vacate one or more of them to seat faculty members who hold none.

11.2.4 Appointment Membership to committees shall be by appointment by the President of the Faculty Council in conjunction with the Executive Committee from a panel of applicants for each committee. At the beginning of each academic year, the President of the Faculty Council and Executive Committee shall request individual faculty for their preferred committee appointments by order of preference. Taking this information into consideration, the President and Committee shall publish the updated list of committee membership to the Faculty and Academic Administration. The Chief Academic Officer must approve all committee appointments. Appointments will run from July 1st to June 30th.

11.2.5 Number of Members Any committee must have at least the members specified in the committee description in the By-Laws. Each committee shall determine the maximum number of members allowable in order for business to be effectively conducted.

11.2.6 Chairmanship Each committee shall elect or re-elect a chairman annually. The committee will recommend to the Faculty Council committee a selection for the chairmanship with final approval by the Executive Committee and the Chief Academic Officer.

11.2.7 Vacancy In case of a committee seat vacancy during the year, the Faculty Council President may appoint another faculty member to serve out the year.

11.2.8 Ad Hoc members An Ad Hoc member of a standing committee is appointed to that committee for the deliberation of a specific issue. Such membership is temporary until the issue is resolved by the committee. An Ad Hoc member has no vote on the committee.

11.2.9 Committee Procedures All Faculty Council (or College) Committees shall:

- a. Establish a written protocol, or set of procedures, outlining the means by which the committee conducts its business This must be approved by the Dean/Chief Academic Officer.
- b. The Protocol shall include statements on a) purpose of the committee, b) officers, their function and selection, c) meetings, quorum, voting or other means of decision-making, d) management of documents such as minutes, e) rotation of membership.
- c. Annually elect (or re-elect) a chairman who will be responsible for calling and conducting meetings and ensuring for the timely and organized management of the committee's business.
- d. Produce minutes of each meeting and submit a copy to the Faculty Council President and the Dean's Office.
- e. Keep the Faculty Council President informed of any important decisions and matters involving the committee.
- f. Copy all correspondence of the committee to the Faculty Council President and the Dean's Office.
- g. Maintain accurate and timely documentation of all committee business conducted during the year and submit this documentation (or copies) to the central Faculty Council files and the Dean's Office as a permanent record.
- h. Ensure, by following these rules, that all committee decisions and other activities are appropriate, supportable and justifiable at all times.

11.2.10 Standing Committees

11.2.10.1 Executive Committee

11.2.10.1.1 Membership The Executive Committee shall be composed of the President, Vice President, Secretary and Treasurer of the Faculty Council as well as a Representative-at-Large from the Faculty.

11.2.10.1.2 Purpose This committee plans, supervises and carries out the business of the Faculty Council such as: faculty meetings and other faculty activities, maintenance of centralized faculty committee minutes and other documents, representing the faculty in matters pertaining to College Administration, etc.

11.2.10.2 Academic Appeals Committee is currently part of the Performance and Promotions Committee

11.2.10.3 Performance and Promotions Committee

11.2.10.3.1 Membership The Committee shall be composed of the following:

- Dean (Ex Officio)
- Assistant Dean Basic Sciences
- Assistant Dean Clinical Education
- One Basic Sciences faculty
- One Clinical Sciences faculty
- One faculty representative of ASP Committee
- Assistant Dean for Student Services
- Registrar – non voting
- Bursar – non voting
- Director Financial Aid – non voting

The chairman shall be a member of the Faculty Council.

11.2.10.3.2 Purpose This committee shall regularly review the performance and academic standing of each student and apply the academic policies of the College to determine the promotion of students as the end of each semester. This committee shall also name students to the Dean’s list and approve students to the Honors Program, approve students for graduation and for Graduation honors.

11.2.10.4 Academic Standards and Policies Committee

11.2.10.4.1 Membership The Committee shall be composed of three Pre-clinical Sciences faculty, three Clinical Sciences faculty, the Dean of Student Affairs (non-voting) and a representative of the Student Council. The faculty members must hold Assistant Professor or higher rank.

11.2.10.4.2 Purpose This committee shall establish, review and modify academic policies concerning student standing, evaluations, promotion and graduation. The committee shall monitor the application and effectiveness of existing policies. The committee may review any policy or set of policies, as indicated by its monitoring program, or by request of the Dean, Division heads or Faculty Council President. All new policies and changes of policies proposed by the committee shall be submitted to the Dean for approval. The Dean may approve a proposed policy as presented, or suggest an alternative.

11.2.10.5 Admissions Committee

11.2.10.5.1 Membership The Committee shall be composed of two Basic Sciences faculty, three Clinical Sciences faculty, and the Director of Admissions. The chairman must be a faculty member.

11.2.10.5.2 Purpose This committee shall recommend the standards for admission to the College. This committee shall evaluate all applications for admission and apply the approved standards and procedures in accepting applicants. This committee shall maintain an ongoing record of the qualifications of entering students towards a continuing longitudinal study of the student performance to graduation.

11.2.10.6 Credentials Committee

11.2.10.6.1 Membership The Committee shall be composed of four Clinical Sciences faculty (representing each Clinical Division), three Basic Sciences faculty, President of Medical Staff, Assistant Dean for Graduate Medical Education, and the Assistant Dean for Clinical Education. The chairman must be a faculty member.

11.2.10.6.2 Purpose All members of this committee must have at least a rank of Associate Professor and have at least five years of service to the College, except the President of the Medical Staff, Assistant Dean for Graduate Medical Education and the Assistant Dean for Clinical Education. This committee shall review qualifications of all applicants for faculty appointments and promotions, and recommend appropriate rankings of new appointees. The committee shall also insure that the policies and procedures governing appointments and promotions are being followed as they are described in the Faculty Handbook. The committee shall evaluate applications for promotion and extended contracts or tenure. It shall also evaluate causes forming the basis for termination or other reduction of employment for a member of the Faculty. The committee shall submit its recommendation regarding faculty to the Dean for approval. The Dean may adopt the recommendation, or respond with a suggested alternative or further consideration on any matter. .

11.2.10.7 Curriculum Committee

11.2.10.7.1 Membership The committee shall be composed of the Dean (Chair), Assistant Dean of Basic Sciences, Assistant Dean of Clinical Education, Clinical Division Chairs, one Basic Sciences faculty,

the Student Council President or his/her representative and one Clinical Science faculty.

11.2.10.7.2 Purpose This committee shall establish the educational program of the College, approve syllabi and evaluate proposals for new courses or for discontinuing courses from the curriculum. The Committee shall also periodically review the effectiveness of the current curriculum.

11.2.10.8 Elections Committee

11.2.10.8.1 Membership The Committee shall be composed of two Basic Sciences faculty and two Clinical Sciences faculty.

11.2.10.8.2 Purpose This committee shall prepare the slate of nominations for the annual Faculty Council elections and distribute and count the ballots of the election. The committee shall insure that the annual election is conducted in time for the results to be announced at the last General Meeting of the year. The committee shall also prepare a nomination slate for any other occasion where a faculty member shall be elected to an office, award, etc.

11.2.10.9 Faculty Hearing Committee

11.2.10.9.1 Membership The Committee shall be composed of five faculty members, each with the rank of at least Associate Professor and each having at least ten years of service at the College. No faculty member may be a voting member on both the Hearing and the Credentials Committee at the same time.

11.2.10.9.2 Purpose This committee reviews and makes appropriate recommendations regarding the terms of service of any faculty member. This committee may uphold or disagree with previous recommendations of the Faculty Credentials Committee or the Administration, in which case the committee findings may be brought before the Faculty Council. This committee shall follow the guidelines as set forth in this Handbook, Section 10.5.

11.2.10.10 Institutional Review Board

11.2.10.10.1 Membership The Committee shall be composed of the following:

- Assistant Dean for Research (Chair)

- Medical Director
- Faculty Representatives from each Clinical Division
- Two Basic Sciences faculty
- V.P, Community Affairs

11.2.10.10.2 Purpose This committee shall review and approve all research programs at the College, monitor on-going research and promote clinical research. The committee shall also supervise all funded clinical research and submit grant proposals for future clinical research. This committee shall ensure academic excellence for all research conducted at the College.

11.2.10.11 Library Committee

11.2.10.11.1 Membership The Committee shall be composed of the following:

- Director of Library Services (Chair)
- Two Basic Sciences faculty
- Two Clinical Sciences faculty

11.2.10.11.2 Purpose This committee shall establish the rules and regulations for library use by the College community. The committee shall also recommend to the Director those library materials (including books, journals, audiovisual products and computer software) needed each year for educational and research programs.

11.2.10.12 Scholarship Committee

11.2.10.12.1 Membership The Committee shall be composed of two Basic Sciences faculty, two Clinical Sciences faculty, the Director of Financial Aid (non – voting), the Director of Admissions, a representative from Fiscal Services (non – voting), and the Director of Development and Public Relations (non – voting). It must be chaired by a faculty member.

11.2.10.12.2 Purpose This committee shall supervise the continuing College Scholarship Program and other programs offered through the College, act as a clearinghouse for external scholarship programs and annually notify the students of available programs with application deadlines. The committee shall establish and review guidelines for selection of scholarship / award recipients. The committee shall present scholarship awards at the annual Awards Ceremony, which honors all pre-graduation scholarship / award recipients of the previous academic year.

11.2.10.13 Honor Council

11.2.10.13.1 Membership The Committee shall be composed of four faculty members and two students from each of the four medical school classes.

11.2.10.13.2 Purpose The function of the Council and its members is to provide guidance to students and faculty concerning the Honor Code and the Honor System, to investigate alleged violations of the Honor Code, to make recommendations concerning such violations of the Honor Code, to make recommendations concerning such violations based upon the Council's findings in such investigations, and to take any other actions the Council deems reasonable and proper in the execution of its responsibilities under the Honor Code and to the student body.

Honor Council faculty members are appointed by the Dean in consultation with the President of the Faculty Council. The Dean will designate a faculty member to be Chairman of the Council.

11.3 Removal of Faculty Committee Members

Members of College committees may be removed and replaced in the event that their continued service would present an unacceptable conflict of interest as determined by the President of the Faculty Council. Removal shall automatically occur in the event that a committee member ceases to be employed by the College, ceases to be a member of the constituent group he/she was selected to represent or ceases to hold the credentials required for committee service. Vacancies shall be filled by the original appointing authority, or, in default of action by that authority, by the President of the Faculty Council. A committee member may be removed by the President of the Faculty Council if he/she is neglectful of committee duties or willfully violates committee protocols or procedures.

Section IV Appendices

Appendix 1

NEW YORK COLLEGE OF PODIATRIC MEDICINE JOB DESCRIPTION FULL-TIME FACULTY

1. Adherence to Time and Effort Schedule (attached schedule).
2. Service on a minimum of 2 College or Clinic committees.
3. Establish a regular schedule for student academic consultation and performance evaluation.
4. Provision of administrative assistance to immediate supervisor as requested.
5. Preparation and submission of a syllabus for the didactic material in your course, including lesson plans (stating knowledge objectives), coordinated skill objectives and required reading materials.
6. Preparation and submission of a current curriculum vitae each year.
7. Preparation and administration of interim, final and make-up examinations in accordance with College policies.
8. Adherence to the College policies on grading as stated in the Faculty Handbook and Student Handbook.
9. Provision of all grades to the Registrar's Office in a timely fashion.
10. Notification of the Dean of Student Services, on that day, in the event that a student is absent from classes or clinical rotations on three consecutive calendar days or for two consecutive meetings for classes/rotations that do not meet daily
11. Provision, as needs demand, of reserve time for individual student conferences/tutoring time.
12. Advise interested students regarding independent research and/or provision of such advice in your area of expertise.
13. Attendance and participation at Grand Rounds and Clinical Pathological Conferences (where applicable).

14. Distinguish one's self within his/her profession, via one or more of the following activities: publication in recognized scientific conferences; publication in recognized scientific texts/journals; funded research or research approved by the College Peer Review Committee; other scholarly works; on a yearly basis.
15. Attendance at all required faculty and division meetings.
16. Advise immediate supervisor of all emergency and known absence dates from scheduled duties.
17. Participation in personal evaluation processes and remediation, as required.
18. Adhere to the Faculty Dress Code as stated in the Faculty Handbook.
19. Attend the Graduation Ceremony, White Coat Ceremony and Annual Retreat.
20. Provide academic or clinical coverage outside of normal scheduled hours for non-emergency assignments when given reasonable advance notice.
21. Provide academic or clinical coverage for all emergency assignments.
22. Become proficient in the utilization of educational and clinical technology products acquired by the College or Clinic for use in its programs.
23. Participation in College recruitment presentations, Admission interviews and Open House events, when feasible.
24. Carry out the general responsibilities of full-time faculty, i.e., to promote the sound development of your respective duties in keeping with the mission, goals and objectives of the New York College of Podiatric Medicine.

ACCEPTED: Signature: _____

Print Name: _____

Date: _____

Appendix 2

NEW YORK COLLEGE OF PODIATRIC MEDICINE
JOB DESCRIPTION
PART-TIME FACULTY

1. Be in attendance on assigned days.
2. Complete in time designated pre-clinical lectures (when applicable)
3. Be available for student consultation and evaluation.
4. Participate in presentation of Continuing Education Seminars as directed.
5. Prepare and submit current curriculum vitae.
6. Attend all required division and faculty meetings.
7. Advise immediate supervisor of all emergency and known absence dates from class.
8. Participate in personal evaluation processes.
9. When applicable, prepare and submit to immediate supervisor syllabus for all didactic material in your course, including lesson plans (stating knowledge objectives, coordinated skill objectives and reading materials required).
10. Meet the general responsibilities of faculty members, i.e., to promote the sound development of the respective course work in keeping with the standards, aims and policies of the New York College of Podiatric Medicine.

ACCEPTED:

Signature: _____

Print Name: _____

Date: _____

Appendix 3 STATEMENT OF PROFESSIONAL ETHICS

Introduction

From its inception, the American Association of University Professors has recognized that membership in the academic profession carries with it special responsibilities. The Association has consistently affirmed these responsibilities in major policy statements, providing guidance to professors in such matters as their utterances as citizens, the exercise of their responsibilities to students and colleagues, and their conduct when resigning from an institution or when undertaking sponsored research. The *Statement on Professional Ethics* that follows sets forth those general standards that serve as a reminder of the variety of responsibilities assumed by all members of the profession.

In the enforcement of ethical standards, the academic profession differs from those of law and medicine, whose associations act to ensure the integrity of members engaged in private practice. In the academic profession the individual institution of higher learning provides this assurance and so should normally handle questions concerning the propriety of conduct within its own framework by reference to a faculty group. The Association supports such local action and stands ready, through the general secretary and Committee B, to counsel with members of the academic community concerning questions of professional ethics and to inquire into complaints when local consideration is impossible or inappropriate. If the alleged offense is deemed sufficiently serious to raise the possibility of adverse action, the procedures should be in accordance with the 1940 *Statement of Principles on Academic Freedom and Tenure*, the 1958 *Statement of Procedural Standards in Faculty Dismissal Proceedings*, or the applicable provisions of the Association's *Recommended Institutional Regulations on Academic Freedom and Tenure*.

The Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise self-discipline and judgment in using, extending and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Appendix 4 ON PREVENTING CONFLICTS OF INTEREST IN GOVERNMENT SPONSORED RESEARCH

The many complex problems that have developed in connection with the extensive sponsored research programs of the federal government have been of concern to the government, the academic community and private industry. The Association, through its Council, and the American Council on Education, working in cooperation with the president's science advisor and the Federal Council of Science and Technology, in 1965 developed a statement of principles formulating basic standards and guidelines in this problem area.

An underlying premise of the statement is that responsibility for determining standards affecting the academic community rests with that community, and that conflict-of-interest problems are best handled by administration and faculty in cooperative effort. In addition to providing guidelines, the statement seeks to identify and alert administration and faculty to the types of situations that have proved troublesome. Throughout, it seeks to protect the integrity of the objectives and needs of the cooperating institutions and their faculties, as well as of sponsoring agencies.

In April 1990, the Council of the American Association of University Professors adopted several changes in language to remove gender-specific references from the original text.

The increasingly necessary and complex relationships among universities, government, and industry call for more intensive attention to standards of procedure and conduct in government-sponsored research. The clarification and application of such standards must be designed to serve the purposes and needs of the projects and the public interest involved in them and to protect the integrity of the cooperating institutions as agencies of higher education.

The government and institutions of higher education, as the contracting parties, have the obligation to see that adequate standards and procedures are developed and applied; to inform one another of their respective requirements; and to insure that all individuals participating in their respective behalves are informed of and apply the standards and procedures that are so developed.

Consulting relationships between university staff members and industry serve the interests of research and education in the university. Likewise, the transfer of technical knowledge and skill from the university contributes to technological advance. Such relationships are desirable, but certain potential hazards should be recognized.

A. CONFLICT SITUATIONS

1. *Favoring of outside interests.* When a university staff member (administrator, faculty member, professional staff member or employee) undertaking or engaging in government-sponsored work has a significant financial interest in, or a consulting arrangement with, a private business concern, it is important to avoid actual or apparent conflicts of interest

between government-sponsored university research obligations and outside interests and other obligations. Situations in or from which conflicts of interest may arise are:

- a. undertaking orientation of the staff member's university research to serve the research or other needs of the private firm without disclosure of such undertaking or orientation to the university and to the sponsoring agency;
- b. purchase of major equipment, instruments, materials or other items for university research from the private firm in which the staff member has the interest without disclosure of such interest;
- c. transmission to the private firm or other use for personal gain of government-sponsored work products, results, materials, records or information that are not made generally available (this would not necessarily preclude appropriate licensing arrangements for inventions, or consulting on the basis of government-sponsored research results where there is significant additional work by the staff member independent of the government-sponsored research);
- d. use for personal gain or other unauthorized use of privileged information acquired in connection with the staff member's government-sponsored activities (the term "privileged information" includes, but is not limited to, medical, personnel or security records of individuals; anticipated material requirements or price actions; possible new sites for government operations; and knowledge of forthcoming programs or of selection of contractors or subcontractors in advance of official announcements);
- e. negotiation or influence upon the negotiation of contracts relating to the staff member's government-sponsored research between the university and private organizations with which the staff member has consulting or other significant relationships;
- f. acceptance of gratuities or special favors from private organizations with which the university does, or may conduct, business in connection with a government-sponsored research project, or extension of gratuities or special favors to employees of the sponsoring government agency, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties.

2. *Distribution of effort.* There are competing demands on the energies of faculty members (for example research, teaching, committee work, outside consulting). The way in which a faculty member divides his or her effort among these various functions does not raise ethical questions unless the government agency supporting the research is misled in its understanding of the amount of intellectual effort the faculty member is actually devoting to the research in question. A system of precise time accounting is incompatible with the inherent character of the work of faculty members, since the various functions they perform are closely interrelated and do not conform to any meaningful division of a standard work week. On the other hand, if the research agreement contemplates that a faculty member agrees to assume responsibility in relation to such research, a demonstrable relationship between the indicated effort or responsibility and the actual extent of the faculty member's involvement is to be expected. Each university, therefore, should – through joint consultation of administration and faculty – develop procedures to insure that proposals are responsibly made and complied with.

3. *Consulting for government agencies or their contractors.* When the staff member engaged in government-sponsored research also serves as a consultant to a federal agency, such conduct is subject to the provisions of the Conflict of Interest Statutes (18 U.S.C. 202-209 as amended) of the president's memorandum of May 2, 1963, *Preventing Conflicts of Interest on the Part of Special Government Employees.* When the staff member consults for one or more government contractors, or prospective contractors, in the same technical field as the staff member's research project, care must be taken to avoid giving advice that may be of questionable objectivity because of its possible bearing on the individual's other interests. In undertaking and performing consulting services, the staff member should make a full disclosure of such interest to the university and to the contractor insofar as they may appear to relate to the work at the university or for the contractor. Conflict-of-interest problems could arise, for example, in the participation of a staff member of the university in an evaluation for the government agency or its contractor of some technical aspect of the work of another organization with which the staff member has a consulting or employment relationship or a significant financial interest, or in an evaluation of a competitor to such other organization.

B. UNIVERSITY RESPONSIBILITY

Each university participating in government-sponsored research should make known to the sponsoring government agencies:

1. the steps it is taking to ensure an understanding on the part of the university administration and staff members of the possible conflicts of interest or other problems that may develop in the foregoing types of situations, and
2. the organizational and administrative actions it has taken or is taking to avoid such problems, including:
 - a. accounting procedures to be used to ensure that government funds are expended for the purposes for which they have been provided, and that all services which are required in return for these funds are supplied;
 - b. procedures that enable it to be aware of the outside professional work of staff members participating in government-sponsored research, if such outside work relates in any way to the government-sponsored research;
 - c. the formulation of standards to guide the individual university staff members in governing their conduct in relation to outside interests that might raise questions of conflicts of interest; and
 - d. the provision within the university of an informed source of advice and guidance to its staff members for advance consultation on question they wish to raise concerning the problems which may or do develop as a result of their outside financial or consulting interests, as they relate to their participation in government-sponsored university research. The university may wish to discuss such problems with the contracting officer or other appropriate government official in those cases that appear to raise questions regarding conflicts of interest.

The above process of disclosure and consultation is the obligation assumed by the university when it accepts government funds for research. The process must, of course, be carried out in a manner that does not infringe on the legitimate freedoms and flexibility of action of the university and its staff members that have traditionally characterized a university. It is desirable that standards and procedures of the kind discussed be formulated and administered by members of the university community themselves, through their joint initiative and responsibility, for it is they who are the best judges of the conditions which can most effectively stimulate the search for knowledge and preserve the requirements of academic freedom. Experience indicates that such standards and procedures should be developed and specified by joint administration-faculty action.

Appendix 5 NON-DISCRIMINATION POLICIES

Equal Employment Opportunity

The College, its employees and agents (hereinafter “College”) will not engage in unlawful discrimination in employment against any person because of race, color, religion, sex, national origin, age, handicap, disability or veteran status. The College will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, handicap, disability or veteran status, in accordance with the laws of the United States and the State of New York. Such action shall include, but not be limited to, affirmative efforts with respect to employment, upgrading, promotion, transfer, recruitment or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the College shall post in conspicuous places, notices setting forth the provisions of this non-discrimination policy. The College shall, in all solicitations and advertisements for all employees placed by or on behalf of the College, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status in accordance with local, State, and Federal law.

Sexual Harassment

The College’s ability to achieve its mission is dependent on the cooperative efforts of its staff and employees. For cooperation to exist, an atmosphere of professionalism, marked by mutual trust and respect, is essential. It is imperative that members of this community be able to pursue their endeavors on behalf of the College in reliance on those common attributes. That atmosphere is damaged whenever the expectation of trust and common interest is abused in pursuit of personal interests which are not in concert with the interests of the College or the best interest of the co-worker.

Sexual harassment is conduct which violates these common expectations, is unprofessional, illegal and unethical. The College prohibits such conduct by any member of the staff, or by any person, organization or entity which partakes of the benefits or privileges of this institution.

Sexual harassment is defined as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or receipt of services, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work or performance or creating an intimidating, hostile, or offensive working environment.

Individuals who believe they have been the subject of sexual harassment may obtain redress through the established informal and formal procedures of the College. Complaints about sexual harassment will be responded to promptly. Confidentiality will be provided to the extent possible.

Any person who, or entity which engages in sexual harassment will be subject to discipline or debarment in accordance with the policies and procedures of this institution.

Supervisory employees are required, as a condition of their employment, to enforce this policy statement by seeking to eliminate sexual harassment in the work environment under their jurisdiction, by reporting incidents of sexual harassment to the Affirmative Action Director, and by periodically informing supervised employees about this policy statement and their obligations hereunder.

Employees are prohibited from engaging in acts of sexual harassment directed toward other employees, or individuals associated with the College. Employees have the right to be free from sexual harassment during the course and scope of their employment or engagement in activities at the College. Employees are encouraged to remind other employees of the policy of the College prohibiting sexual harassment and to report incidents of sexual harassment to their supervisor and/or the Affirmative Action Director.

Students are required, as a condition of their enrollment at or participation in activities of Colleges, to abide by this policy statement and prohibitions against sexual misconduct contained in the Student Conduct Code. Students have the right to be free from sexual harassment during the pursuit of their educational and social activities at College. Students are encouraged to report incidents of sexual harassment to the Affirmative Action Director.

Clubs, associations and other organizations (and their members) affiliated with or partaking of the benefits, services or privileges afforded by the College are required to abide by this policy in the conduct of their College-related programs and activities.

Faculty members or other instructional personnel are prohibited from making or participating in decisions affecting any individual's progress or standing or which may reward or penalize any individual with whom the staff member has, or has had, a sexual or romantic relationship.

Appendix 6 FAMILY EDUCATION RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act of 1974, as amended (the “Act”), is a federal law which requires that (a) a written institutional policy must be established and (b) a statement of adopted procedures covering the privacy rights of students must be made available. The College shall maintain the confidentiality of Education Records in accordance with the provisions of the Act and shall accord all the rights under the Act to eligible students who are or have been in attendance at the College.

Persons Protected

The rights privacy provided herein are accorded to all students who are or have been in attendance the College. The rights to do not extend to persons who have never been admitted to the College. A student who has been in attendance at one component of the College does not acquire rights with respect to another component of the College to which the student has not been admitted. A “component” is an organizational unit which has separately administered admissions and matriculation policies and separately maintains and administers Education Records.

Rights of Inspection

The Act provides students with the right to inspect and review information contained in their Education Records, to challenge the contents of those Records which students consider to be inaccurate, misleading, or otherwise in violation of their privacy or other rights, to have a hearing if the outcome of the challenge is unsatisfactory, and to submit explanatory statements for inclusion in their Records if the decision of a hearing officer or panel is unacceptable. The (Name of office or official) at the College has been assigned the responsibility to coordinate the inspection and review procedures for Education Records.

Education Records: Definition

The term “Education Records” encompasses all recorded information, regardless of medium, which is directly related to a student and which is maintained by the College. Education Records include, but are not limited to, admission, personal, academic, financial aid, cooperative education and placement records. Education Records do not include the following:

1. Records of instructional, supervisory, and administrative personnel, and ancillary educational personnel which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute who may temporarily perform the duties of the maker;
2. Records of a law enforcement unit of the College which are maintained separate from Education Records, are maintained solely for law enforcement purposes, and are not disclosed to individuals other than law enforcement officers of the same jurisdiction,

provided that Education Records of the College may not to be disclosed to the law enforcement unit;

3. Records relating to individuals who are employed by the College which are made and maintained in the normal course of business, relate exclusively to individuals in their capacity as employees and are not available for another purpose.

Note: Employment records of persons who are employed solely as a consequence of college attendance, e.g., teaching/graduate assistants, work-study students, student interns, are Education Records.

4. Records created and maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, acting or assisting in a professional capacity, such as student health records, to be used solely in connection with the provision of treatment to the student and not disclosed to anyone other than for treatment purposes, provided that records may be disclosed to a physician or professional of the student's choice.

Note: Treatment in this context does not include remedial education activities or other activities which are part of the program of instruction at the College.

5. Records of an institution which contain only information relating to a person after that person is no longer a student at the institution; e.g, accomplishments of alumni.

Request for Review

Students who desire to review their Education Records must present a written request to the Registrar, listing the item or items to be reviewed. Only those Education Records subject to inspection under this policy will be available for review. The items requested which are subject to review shall be made available for review no later than 45 calendar days following receipt of a written request. Students have the right to a copy of an Education Record which is subject to review when failure to provide a copy of the Record would effectively prevent the student from inspecting and reviewing the Education Record, as determined in the reasonable discretion of the College. A copy of an Education Record otherwise subject to review may be refused if a "hold" for non-payment of financial obligations exists. Copies shall be made at the student's expense. The fee for making copies of an Education Record is \$___ per page and must be paid at the time copies are requested.

Limitations on Students Rights

There are some limitations on the rights of students to inspect Education Records. Students shall have no right of inspection or review of:

1. Financial information submitted by their parents;

2. Confidential letters and/or recommendations placed in the student's file subsequent to January 1, 1975, if such documents were intended to be confidential and are used only for the purpose(s) for which they were specifically intended.
3. Confidential letters and/or recommendations placed in the student's file subsequent to January 1, 1975, associated with admissions, employment, or job placement or the receipt of an honor or honorary recognition if the student has voluntarily waived his/her right to inspect the confidential letters and/or recommendations in writing.
4. Education Records containing information about more than one student. In such a case the College will permit access only to that part of the Education Record pertaining to the inquiring student.

Waiver of Student Rights

A student may waive any or all of his/her rights under this Policy. The College does not require waivers and no institutional service or benefit shall be denied a student who fails to supply a waiver. All waivers must be in writing and signed by the student. A student may waive his/her rights to inspect and review either individual documents (e.g., a letter of recommendation) or classes of document (e.g. an admissions file). The items or documents to which a student has waived his/her right of access shall be used only for the purpose for which they were collected. If used for other purposes, the waiver shall be void and the documents may be inspected by the student. A student may revoke a waiver in writing, but by revoking it, the student does not regain the right to inspect and review documents collected while the waiver was validly in force.

Consent Provisions

No person outside of the College shall have access to, nor shall the College disclose any personally identifiable information from a student's Education Record without the written consent of the student. The consent must specify the Education Records to be disclosed, the purpose of the disclosure, the party or class of parties to whom disclosure may be made, and must be signed and dated by the student. A copy of the Education Record disclosed or to be disclosed shall be provided to the student upon request.

There are exceptions to this consent requirement. The College reserves the right, as permitted by law, to disclose Education Records or components thereof without written consent to:

1. "School officials" who have a "legitimate educational interest." "School officials" shall mean any person who is a trustee, officer, agent or employee of the College. "Legitimate educational interest" shall mean any authorized interest or activity undertaken in the name of the College for which access to an Education Record is necessary or appropriate to the proper performance of the undertaking. It shall include, without limitation, access by a student's instructor, department or division head, dean, the chief academic and student affairs administrator, the president, a trustee, the custodian of the College records, the alumni administrator, legal counsel, the financial aid administrator, administrators charged with maintaining Education Records, the staff and subordinates of the foregoing, and others

authorized by the President, to the extent the foregoing persons are acting within the course and scope of their employment or authority.

2. Officials of other educational agencies or institutions in which a student seeks to enroll.
3. Officials of other educational agencies or institutions in which the student is currently enrolled.
4. Persons or organizations providing student financial aid in order to determine the amount, eligibility, conditions of award, and to enforce the terms of the award.
5. Accrediting organizations carrying out their accrediting functions.
6. Authorized representatives of the Comptroller General of the United States, the secretary of the U.S. Department of Education, and state or local educational authorities, only if the information is necessary for audit and evaluation of federal, state or locally supported programs and only if such agencies or authorities have a policy for protecting information received from redisclosure and for destroying such information when it is no longer needed for such purposes (unless access is authorized by federal law or student consent).
7. State or local officials to whom disclosure is required by state statute adopted prior to November 19, 1974.
8. Organizations conducting studies for or on behalf of educational agencies or institutions to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, so long as there is no further external disclosure of personally identifiable information and the information is destroyed when no longer necessary for the projects.
9. Parents of a "dependent student", where the student's status as a dependent (as defined in Section 152 of the Internal Revenue Code of 1954, as amended) has been established to the satisfaction of the College.
10. Persons in order to comply with a judicial order or a lawfully issued subpoena, provided a reasonable effort is made to notify the student in advance of compliance.
11. Appropriate persons in a health or safety emergency if the information is necessary to protect the health or safety of the student or other individuals.
12. An alleged victim of any crime of violence (as that term is defined in section 16 of title 18, United States Code), but only the results of any disciplinary proceeding conducted by the College against the alleged perpetrator of such crime with respect to such crime.

With respect to items 2 and 3, above, the student shall be entitled to receive a copy of any disclosed Education Record upon request.

Institutional Record of Disclosure

The College shall keep a written record of all Education Record disclosures and the student shall have the right to inspect such record. The record shall include the names of parties or agencies to whom disclosure is made, the legitimate reason for the disclosure, and the date of the disclosure. No record of disclosure shall be required for those disclosures made to a student for his/her own use, disclosures made with the written consent of a student, disclosures made to a College "official" with a "legitimate educational interest," disclosures of "Directory Information", or for disclosures to persons or parties identified in the section entitled "Consent Provisions," item 6, for purposes of auditing the College's record keeping practices.

Records of disclosure prepared pursuant to this section or the following section shall be subject to review only by the student, the custodian and his/her/its staff, "school officials" as defined in the section titled "Consent Provision," items 1, and federal, state or local government officials conducting audits of compliance by the College with the Act.

Redisclosure of Student Records

Any disclosure of Education Records authorized under this Policy (whether with or without student consent) shall be made on the conditions that recipient shall not redisclose the Education Records without consent or authorization as required herein, and shall not permit or condone any unauthorized use.

Authorization for redisclosure, without consent, for purposes and to persons and parties permitted by law, may be given to a person or party designated in the section titled "Consent Provisions," above, provided, such authorization must include a record of:

1. The name of the person or party to whom redisclosures can be made; and
2. The legitimate interests which the additional person or party has for receiving the information and the purposes for which it may be used.

Such redisclosures must be on the conditions set forth in the first paragraph of this section.

Directory Information

In its discretion, the College may disclose, publish, or provide Directory Information concerning a student without consent or a record of disclosure. Directory Information shall include: a student's name, address, telephone number, date and place of birth, major field of study, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, participation in officially recognized activities and sports, weight and height of members of athletic teams, and (other similar information). Students may withhold Directory Information by notifying Registrar in writing within 10 calendar days after the first scheduled day of class of the fall term of such election. All written requests for non-disclosure will be honored by the College for only one (1) academic year, therefore, authorization to withhold Directory Information must be filed annually. (Alumni may request

non-disclosure of Directory Information concerning them at any time. Such request will be honored continuously).

Challenge of Contents of Education Records

Any student who believes that his/her Education Records contain information that is inaccurate or misleading or is otherwise in violation of his/her privacy or other rights may discuss his/her concerns informally with the Registrar. If the decision of the Registrar is in agreement with the student's request, the appropriate Education Records shall be amended and the student shall be notified in writing of the amendment. If the decision is not in agreement, the student shall be notified within 7 calendar days that the Education Records will not be amended and the student shall be notified by the officer or official of the student's right to a hearing.

Student requests for a formal hearing must be made within 7 calendar days after receipt of the notice from the Registrar. Within 7 calendar days after receipt of the written request the Registrar shall notify the student of the date, time and place of the hearing which shall not be held sooner than 7 calendar days after issuance of said notice.

The student shall be afforded a full and fair opportunity to present evidence relevant to the issue(s) raised. If the student desires, he/she may be assisted or represented at the hearing by one or more persons of his/her choice, including an attorney, at the student's expense.

The hearing shall be conducted by a person (or persons) designated by the President who does not have a direct interest in the outcome of the hearing. The decision of the hearing officer or panel shall be final, shall be based solely on the evidence presented at the hearing, and shall be in writing, summarizing the evidence and stating the findings of fact and conclusions which support the decision. The written report shall be mailed to the student and any concerned party no later than thirty (30) calendar days after the date of the hearing.

If the hearing officer or panel determines that the Education Records at issue are inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the Education Records shall be amended in accordance with decision and the students shall be so informed in writing.

If the hearing officer or panel determines that the Education Records at issue are not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the student may place in the Education Records a statement commenting on the information in the Education Records, or a statement setting forth any reasons for disagreeing with the decision of the hearing officer or panel. The statement shall be placed in the Education Records and shall be maintained as part of the Education Records so long as the Education Records are maintained and shall be disclosed whenever the Education Records in question are disclosed.

Note: Rights of challenge cannot be used to question substantive educational judgements which are correctly recorded (e.g., course grades with which the student disagrees).

A student who believes that the determination made concerning his/her challenge was unfair or not in keeping with the provisions of the Policy or the Act may request, in writing, assistance from the President of the College to aid him/her in filing a complaint with the Family Policy and Regulations Office, U.S. Department of Education, Washington, D.C. 20202.

Destruction of Records

Once a student has requested access to his/her Education Records, such Records shall not be destroyed until inspection and review have been provided or, if denied, until all complaint proceedings have been completed. Subject to the foregoing condition, the obligation to maintain student statements of clarification exists only so long as the underlying Education Records are maintained. Subject to other applicable laws, policies or regulations, the College reserves the right to dispose of Education Records when it deems appropriate.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding shall be effective from the date of execution by the duly authorized representative of the Faculty Council of the New York College of Podiatric Medicine, and shall be appended to, and made an addendum part of the 2012 edition of the Faculty Handbook of the New York College of Podiatric Medicine.

The Chairperson of the Faculty Council's Faculty Handbook Study Committee on Possible Future Revisions of the Faculty Handbook of the New York College of Podiatric Medicine shall be the agreed upon Designated Representative of said Faculty Council with respect to matters of actual or potential faculty grievance arising under, or in connection with, said Faculty Handbook.

Said Designated Representative may have up to a maximum of three hours or released time in any calendar week in order to attend to any such actual or potential faculty grievances.

The said Designated Representative, in the discharge of such duties, shall have direct access to the office of the President.

The Faculty Handbook is, and should be viewed by all as, a living document subject to revision as may be found desirable and as may be agreed upon. Further, the Faculty Handbook should be viewed in its intended light, i.e., as a document articulating, among other things, a framework for achieving cooperation between the Administration and the Faculty so that at all times there will be fostered the opportunity for a give and take relationship in the true democratic spirit.

NEW YORK COLLEGE OF PODIATRIC MEDICINE

by _____
Louis L. Levine, President

FACULTY COUNCIL OF NYCPM

by _____
Simon Nzuzi, President

