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# Faculty Handbook Addendum for Marian University College of Osteopathic Medicine

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## ALL POLICIES SUBJECT TO BOARD OF TRUSTEES APPROVAL

10 The Marian University College of Osteopathic Medicine *Faculty Handbook addendum* is a  
11 document that is published on the MU-COM website and subject to final approval by Marian  
12 University's Board of Trustees. The purpose of this addendum specific for the College of  
13 Medicine Faculty is to address situations that are unique to the faculty or required by the  
14 Commission on Osteopathic College Accreditation (COCA). In matters concerning MU-COM  
15 faculty, the Marian University Faculty Handbook provisions shall apply. However this document  
16 shall be the controlling authority on any topic that appears in both documents or is not  
17 addressed in the Marian University Faculty Handbook. It will be updated from time to time in a  
18 normal and regular review process.

19 This handbook shall apply at the appointment of each faculty member. If the faculty  
20 member was appointed prior to the adoption of this handbook, it will apply upon expiration of  
21 any old appointment and reappointment to the faculty.

22 This MU-COM Faculty Handbook Addendum was adopted by the Board of Trustees of  
23 Marian University on November 13, 2014.

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### ARTICLE I: DEFINITIONS AND GENERAL MATTERS

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#### **Section 1. Definitions**

27 The following definitions apply to this Faculty Handbook unless the context clearly  
28 indicates otherwise:

29 **AACOM** is the American Association of Colleges of Osteopathic Medicine.

30 **AAUP Guidelines** means the 1940 Statement of Principles of Academic Freedom and Tenure  
31 of the American Association of University Professors (AAUP) and the subsequent  
32 interpretations of that statement accepted by the American Association of University Professors  
33 and the Association of American Colleges.

34 **Academic Year** extends from **July 1 to June 30**. Unless otherwise indicated by the context in  
35 which used, the term Academic Year shall mean a full year extending from **July 1 to June 30**.

36 **AMA** means American Medical Association.

37 **AOA** means American Osteopathic Association.

38 **MU-COM APT** means the Appointment, Promotion, and Tenure Committee created under the  
39 Bylaws of the Marian University College of Osteopathic Medicine.

40 **Board** means Board of Trustees of MARIAN UNIVERSITY.

41 **Bylaws** mean the Bylaws of the Faculty Association of the Marian University College of  
42 Osteopathic Medicine, as amended from time to time.

43 **Clinical Faculty** are physicians who provide clinical and teaching service to MU-COM as a part  
44 of their medical staff responsibilities at their respective hospitals affiliated with MU-COM.  
45 Volunteer Clinical Faculty are those physicians who contribute their clinical and teaching  
46 services to augment the educational program of MU-COM.

47 **Clinical proficiency** means excellence in patient care.

48 **Division** means a group of faculty members under either biomedical sciences or clinical affairs,  
49 led by an associate dean.

50 **Faculty** means all Faculty Members. Whole/Full-time Faculty Members are those faculty  
51 members who devote all of their professional time and efforts to the responsibility of their  
52 appointment. Part Time Faculty members are those who perform specific administrative,  
53 teaching or research duties. Adjunct faculty members are professionals who provide their  
54 administrative, clinical, teaching or research activities to augment the educational programs of  
55 MU-COM.

56 **Faculty Member** includes a person who has been appointed to a teaching position at MU-COM,  
57 as well as the Dean, Associate Deans, Directors and Department Chairs. Other administrators,  
58 whose functions are in part academic, may be appointed to Faculty status by the Dean, after  
59 consultation with the **GFC** and subject to the approval of the Provost of Marian University.

60 **MU-COM Faculty Association** means the members of the MU-COM Faculty who shall provide  
61 the mechanism for Faculty governance and a forum for the consideration, evaluation and  
62 participation in the formulation of the goals and policies of MU-COM with respect to all aspects  
63 of the Faculty responsibility as set forth in the Bylaws of the MU-COM Faculty Association and  
64 the *Handbook Addendum for MU-COM*.

65 **Graduate Faculty Council (GFC)** consists of the Provost and all Marian University Deans.

66 **Handbook** means the Faculty Handbook of Marian University, adopted by the Marian University  
67 Board of Trustees in 2012 and as amended from time to time.

68 **Handbook Addendum for MUCOM** means the faculty handbook with provisions specifically for  
69 the Marian University College of Osteopathic Medicine, as adopted by the Marian University  
70 Board of Trustees on **November 13, 2014**, and amended from time to time.

71 **Initial Appointment** means the original rank and tenure status, if any, agreed upon between  
72 any Faculty Member and Marian University at the time the Faculty Member is first hired for a  
73 position at MU-COM as a Faculty Member.

74 **Leave of Absence** means time spent by a Faculty Member away from MU-COM for personal  
75 reasons not covered by the Family Medical Leave Act or approved sabbatical leave.

76 **MU** means Marian University.

77 **MU-COM** means the Marian University College of Osteopathic Medicine.

78 **Osteopathic Philosophy and Principles means:** Osteopathic philosophy is a concept of  
79 health care supported by expanding scientific knowledge that embraces the concept of the unity  
80 of the living organism's structure (anatomy) and function (physiology). Osteopathic philosophy  
81 emphasizes the following principles: 1. The human being is a dynamic unit of function. 2. The  
82 body possesses self-regulatory mechanisms that are self-healing in nature. 3. Structure and  
83 function are interrelated at all levels. 4. Rational treatment is based on these principles. (From  
84 AACOM's Educational Council on Osteopathic Principles, 2009)

85 **Person** means a natural person or other legal entity defined as a person, including a Faculty  
86 Member, corporation, partnership, trust estate, joint venture, sole proprietorship, government  
87 (and any branch or subdivision thereof), governmental agency, association, cooperative or other  
88 entity.

89 **Provost** means the Provost of Marian University.

90 **Tenure** refers to receipt of a continuous Faculty rank, which extends to retirement, unless  
91 terminated sooner by resignation, death or as otherwise provided in the Handbook. Tenure does  
92 not guarantee or imply any other terms or conditions of a Faculty Member's association with  
93 MU-COM, including level of compensation.

94 **Section 2. Faculty**

95 Faculty Members shall be the professionals of instruction, clinical practice, research and  
96 administration in the basic or clinical sciences who have been appointed with the rank of  
97 Professor, Associate Professor, Assistant Professor, Instructor or Clinical/Adjunct Faculty. Each  
98 professional rank may be qualified further by one or more of these designations: Research,  
99 Visiting or Emeritus. The Dean, Associate Deans, Directors and Division Chairs will have faculty  
100 appointments. Other administrators whose functions are in part academic may be appointed to  
101 Faculty status by the Dean, after consultation with the MU-COM APT and subject to the  
102 approval of the Provost. Except as otherwise noted herein, Faculty status shall be conferred  
103 only upon those individuals who meet the academic criteria set forth herein. Evaluation of  
104 qualifications for Faculty status and rank shall be a function of the MU-COM APT, which shall  
105 convey its recommendations to the Provost.

106 Each Faculty Member shall be provided with a copy of the Handbook, Handbook  
107 Addendum for MUCOM and the MU-COM Bylaws at the time of his/her appointment. Applicants  
108 for faculty positions shall also be provided with a copy of the Handbook, Handbook Addendum  
109 and the Bylaws, it being understood, however, that the Handbook and Bylaws apply only to  
110 appointed Faculty Members. Decisions regarding appointment, reappointment, promotion and  
111 tenure shall be made in accordance with the Handbook and the Handbook Addendum for  
112 MUCOM. The appointment/reappointment between each Faculty Member and Marian University  
113 shall bind both parties to all policies, procedures and responsibilities described in the Handbook,  
114 the Handbook Addendum for MUCOM and the Bylaws. Each Faculty Member shall be assigned  
115 an appropriate appointment classification and academic rank as defined in Article II.

116 **Section 3. Duties of Faculty Members.**

117 Faculty Members shall fulfill the instructive, clinical, investigative, scholarly and  
118 administrative responsibilities set forth in the Handbook, Handbook Addendum for MUCOM and  
119 Bylaws including, without limitation, classroom teaching and preparation thereof, consultation  
120 and interchange with students and colleagues, scholarly research for publication or professional  
121 enrichment and service to MU-COM, including committee and administrative assignments.

122 Subject to the approvals of the Dean and Provost and consent of the Board, the Faculty  
123 shall have the primary responsibility for recommendations regarding such fundamental  
124 academic matters as admission standards, curriculum content and implementation, standards  
125 for grading, research and those aspects of student life which relate to the educational process.  
126 The Dean, with the recommendation of the Faculty and in accordance with accreditation  
127 guidelines, shall set the requirements for the MU-COM programs and determine if the  
128 requirements have been met. Faculty Members are responsible for determining whether the  
129 attendance, participation and competency standards of individuals enrolled in their academic  
130 programs have been met. In addition, the Faculty shares a major responsibility for matters  
131 relating to Faculty status such as Faculty appointment, promotion, tenure review, grievances  
132 and other matters related to the attainment and maintenance of professional competence and  
133 excellence.

134 **ARTICLE II. FACULTY CLASSIFICATION, RANK AND APPOINTMENT**

135 **Section 1. Classification of Faculty Appointments.**

136 (a) Full Time. Full Time Faculty Members devote all of their professional time  
137 and efforts to the responsibilities of their appointment, shall receive salaried  
138 compensation and shall be entitled to receive full fringe benefits, which shall be  
139 equitable for all Full Time Faculty as provided in the applicable benefits publications.

140 (b) Part Time. Part Time Faculty Members shall perform specific administrative,  
141 teaching or research duties and may receive compensation for these activities from  
142 Marian University.

143 (c) Adjunct. Professionals of affiliated hospitals and others who provide their  
144 administrative, clinical, teaching or research activities to augment the educational  
145 programs of MU-COM shall be designated Adjunct Faculty. These adjunct faculty  
146 members may be compensated or may be classified additionally as volunteer (see  
147 below).

148 (d) Clinical Faculty. Physicians who work outside MU-COM but deliver a small  
149 number of lectures are designated Clinical Faculty.

150 (e) Volunteer Clinical Faculty. Professionals of affiliated hospitals and others who  
151 volunteer their administrative, clinical, teaching or research activities to augment the  
152 educational programs of MU-COM shall be designated Volunteer Clinical Faculty.

153

154 **Section 2. Appointment Letters.**

155 Appointment letters shall be prepared and distributed by the Provost's Office and shall  
156 specify the Faculty Member's classification and rank.

157 **Section 3. Academic Rank.**

158 At the time of appointment, the initial Faculty rank established shall depend on the  
159 satisfaction of the following qualifications: Appointments shall be made, under the procedures  
160 set forth in Section 5 of this Article, to the following academic ranks: Professor, Associate  
161 Professor, Assistant Professor, Instructor and Clinical/Adjunct Faculty. Professor, Associate  
162 Professor and Assistant Professor may be tenure track appointments. Instructor and  
163 Clinical/Adjunct Faculty are not tenure track appointments. Academic rank as set forth herein is  
164 subject to and limited by those restrictions set forth in Section 4 of this Article.

165 (a) Qualifications. Each Faculty Member shall meet the following qualifications for  
166 the ranks indicated:

167 (1) Professional Education and Specialty Certification for Professorial Ranks:  
168 Each Professor, Associate Professor and Assistant Professor shall possess an earned  
169 doctorate or an equivalent degree. Each Professor and Associate Professor shall be Board  
170 Certified where applicable. Each Assistant Professor shall either be Board Certified or Board  
171 Eligible where applicable. Each person holding professional rank shall be an active member of  
172 his/her specialty college, where applicable.

173 (2) Professional Education for Instructors: In certain cases, a candidate with  
174 a recently conferred doctoral or equivalent terminal degree may be appointed to the rank of  
175 Instructor. In other cases, one who possesses a Bachelor or Master degree in an area of special  
176 expertise, has three (3) or more years of experience in his/her field, and demonstrates unusual  
177 ability or skill in teaching, may qualify for appointment as an Instructor. An Instructor without a  
178 doctoral degree is not eligible for promotion to Assistant Professor.

179 (3) Clinical/Adjunct Faculty are those professionals in the Clinical and Basic  
180 Sciences from affiliated hospitals and other institutions who support and participate in the  
181 educational programs of the MU-COM. Individuals in this category shall be designated as  
182 Lecturer or designated clinical rank in the Division in which they hold their appointment. These  
183 individuals are encouraged to expand their professional participation at the hospitals affiliated  
184 with MU-COM so that they become eligible for professional rank as provided herein.

185 (4) Professional Affiliations for all Faculty Members: Each Faculty Member  
186 shall maintain membership in appropriate professional organizations.

187 (5) Ethical Standards for all Faculty Members: All MU-COM Faculty members  
188 will adhere to the most recently published AAUP Statement on Professional Ethics as  
189 well as the AOA Code of Ethics.

190 **Section 4. Categories of Rank Restriction.**

191 Each Faculty Member shall be considered to be in one of the following categories:

192 (a) Research. Faculty Members whose rank is preceded by the term Research  
193 are those individuals whose primary responsibility is to conduct research. Research Faculty may  
194 present an occasional formal lecture and/or seminar. Research Faculty are not eligible for  
195 tenure.

196 (b) Emeritus. The term Emeritus may be prefixed to the academic title of Faculty  
197 Members who have completed a long period of distinguished service to MU-COM and who are  
198 recommended for this title by the appropriate Director to the GFC and subject to approval of the  
199 Dean, the Provost and the Board. Emeritus Faculty are not eligible for tenure.

200 (c) Visiting. The term Visiting may be prefixed to the academic title of those  
201 Faculty Members who hold a faculty appointment at another institution and who are temporarily  
202 teaching or conducting research at MU-COM. Visiting Faculty are not eligible for tenure.

203 (d) The term "clinical" may be prefixed to the academic rank of adjunct faculty at the  
204 recommendation of the Division Chair and/or Dean and with the recommendation of the GFC.  
205 This rank would be utilized for volunteer adjunct faculty who participate in the clinical education  
206 of MU-COM students. Adjunct Faculty is a restricted rank. Adjunct appointments are not eligible  
207 for tenure.

208 (e) Unrestricted Rank. Faculty Members of unrestricted rank are those whose  
209 primary responsibility is concerned with the academic programs of MU-COM. Their duties may  
210 include teaching, research or other scholarly work, institutional service and administration of  
211 academic programs. Whole Time Faculty with unrestricted rank of Professor or Associate  
212 Professor shall be eligible for tenure. Part-Time Faculty Members with unrestricted rank are not  
213 eligible for tenure.

214 **Section 5. Initial Appointment and Reappointment.**

215 (a) The Dean shall be responsible for making determinations on all Faculty  
216 appointments (including, without limitation, the assignment of rank), subject to the approval of  
217 the Provost. The credentials of the nominee shall be forwarded by the Department Chair, to the  
218 MU-COM APT, which has the responsibility to review the applicant's qualifications and  
219 recommend the appropriate rank to the Dean and the Division Chair. In the case of interdivision  
220 appointments, the joint recommendations of the chairs of the divisions shall be submitted for  
221 consideration.

222 (b) Independence of Hospital and Faculty Appointments. Appointments to the  
223 Faculty and appointment to any hospital Medical Staff are separate processes. An appointment  
224 to a Medical Staff does not automatically convey Faculty status.

225 **Section 6. Standard Faculty Requirements.**

226 Full Time Faculty Members shall be provided with adequate laboratory space, office  
227 space, support personnel and the resources to implement their responsibilities, all as  
228 determined at the discretion of the Dean, with the approval of the Provost, who shall consider  
229 the recommendations of the appropriate Division Chair and other relevant administrative  
230 personnel.

231 (a) Terms and Conditions of Faculty Appointments.

232 (1) Term of Appointment. Faculty appointments may be made at any time.  
233 Review of performance, salary, rank and tenure shall be completed annually prior to the Board's  
234 consideration of the budget so that all recommendations may be implemented at the start of an  
235 Academic Year. The term of Initial Appointment to a non-tenured position shall not extend  
236 beyond the end of the Academic Year in which the first anniversary of the appointment occurs.  
237 Subsequent terms of appointment may not exceed three (3) years, provided that no such  
238 appointment may exceed the mandatory limits for tenure review as set forth in Article III, Section  
239 3(d), except as otherwise provided herein.

240 (2) Notification in Writing. Decisions regarding appointment, reappointment,  
241 promotion and tenure shall be made in accordance with the procedures of the Handbook, the  
242 Handbook Addendum for MUCOM and the Bylaws. At the time of appointment or  
243 reappointment, the Faculty Member shall be advised, in writing, of the rank, salary, duration of  
244 appointment, length of the mandatory period for tenure review and the latest date by which the  
245 Faculty Member must be reviewed for the purpose of a timely tenure decision.

246 (3) Notice of Reappointment and Non-reappointment of Full Time Faculty.  
247 Tenure track Faculty and previously appointed Faculty may be retained on an annual or multi-  
248 year appointment/reappointment upon recommendation by the Division Chair to the Dean, and  
249 subject to the approval of the Provost. Failure to reappoint a Faculty Member at the end of  
250 his/her initial appointment shall not be reason for grievance.

251 If reappointment is intended by Marian University, failure to provide a written  
252 appointment/reappointment prior to the termination of the academic year shall obligate Marian  
253 University to continue salary and benefits under the terms of the previous  
254 appointment/reappointment until such time as a new appointment/reappointment becomes  
255 effective or the Faculty Member is deemed to have resigned. The terms of any new  
256 appointment/reappointment shall be retroactive to the last day of the previous  
257 appointment/reappointment. Reappointment must be specific and made in writing. The actual  
258 terms and conditions of a reappointment must be incorporated in the reappointment document.  
259 There is no guarantee that reappointment will be made under the same, or substantially the  
260 same, terms and conditions of an earlier appointment.

261 If reappointment is not intended, Marian University will give notification, in writing, of the  
262 date of termination, except when MU's decision is not for reappointment for a reason set forth in  
263 Article IV of this Handbook, Marian University will continue to pay the Faculty Member his/her  
264 salary and fringe benefits the same as would otherwise have become due as follows:



265 a. If the Faculty Member is in the second consecutive Academic Year of services, at  
266 least six (6) months from the date of notice; and

267 b. If the Faculty Member has served more than two (2) consecutive Academic  
268 Years, at least twelve (12) months from the date of notice.

269 As a condition to such salary continuation, Marian University retains the right in its sole  
270 discretion to require Faculty Members who have not been reappointed to continue to perform  
271 their duties or duties of a similar nature (as determined by MU-COM) during any such period of  
272 salary continuation. Failure to receive a notice of non-reappointment shall not constitute  
273 reappointment.

## 274 **ARTICLE III: PROMOTION AND TENURE**

### 275 **Section 1. Annual Evaluation Process.**

276 Each Full Time Faculty Member will receive a mandatory annual review of his/her  
277 professional performance. The purpose of the annual review is to inform a Faculty Member of  
278 his/her progress toward promotion and tenure, of any areas of deficiency and of suggested  
279 remediation in a timely manner. At the annual review, the Faculty Member shall be informed by  
280 the Dean, or Associate Dean, or Division Chair if appropriate of all matters relevant to eligibility  
281 for promotion and tenure. The criteria are proficiency in teaching, scholarly work, and service to  
282 MU-COM and/or community (e.g. committees; task forces; discipline-based organizations;  
283 clinical practice; and university work), and one or more of the following: research, and/or clinical  
284 competence. The Faculty Member shall receive the written evaluation, which shall become part  
285 of his/her record. The Faculty Member shall be afforded the opportunity to comment, in writing,  
286 on the evaluation and any such comment shall also become part of his/her record. The Faculty  
287 Member also shall have the right to place additional relevant material into his/her record.

288 The evaluation form and process shall be recommended to the Dean by an ad hoc  
289 subcommittee of the MU-COM Faculty Association constituted for this purpose to ensure  
290 consistency, relevancy and fairness of the process. The responsibility for implementing Faculty  
291 evaluation procedures which adequately reflect the Faculty Member's previous year's  
292 performance lies with the individual Department Chairs/Associate Deans who shall be held  
293 accountable for ensuring a timely review by the Dean to be completed by May 1<sup>st</sup> of the  
294 reviewed academic year.

### 295 **Section 2. Promotion.**

296 (a) Criteria for Promotion. The criteria for promotion are those set forth in Section  
297 2.6 of the Handbook and one or more of the following: research, and/or clinical competence. A  
298 candidate for promotion should excel in at least two of these categories and exhibit competence  
299 in the others. Flexibility should be maintained in balancing distinguished productivity in one area  
300 against less productive accomplishments in another. At the time of evaluation, the overall  
301 effectiveness and productivity of the individual shall be the primary consideration. Promotion to  
302 any rank is recognition of past achievement and a sign of confidence in the individual's potential  
303 for continuing growth and accomplishment.

304 The evaluation of teaching quality is a critical aspect of the process. The prime  
305 characteristics of an effective Faculty Member are intellectual competence, skill in  
306 communication, integrity, independence, flexibility, a collegial attitude toward his/her peers, a  
307 positive attitude toward innovative course development and teaching methods, and enthusiasm  
308 for teaching and stimulating the intellectual interest of students. Therefore, evaluation material  
309 shall include evidence drawn from sources such as students, student advisers and peer reviews  
310 of performance.

311 For the evaluation of research and other scholarly work, the following evidence is  
312 expected: peer reviewed publications and/or books, serving as a peer reviewer/editor of a  
313 journal/book, production of educational materials, and presentations at professional meetings,  
314 seminars, symposia, and/or invited lectures. Quality of work shall be considered more important  
315 than mere quantity. The candidate should accomplish definite continuing programs of studies,  
316 investigations or other appropriate works.

317 Service encompasses regional, national and international Committee work, clinical care,  
318 other endeavors which enhance the prestige of MU-COM, and administrative duties at a level  
319 that is significant within MU-COM and Marian University.

320 (b) Time Limitations for Promotion Review. A Faculty Member with a doctoral  
321 degree shall serve no longer than five (5) Academic Years at a rank of Instructor, seven (7)  
322 Academic Years as Assistant Professor before review for promotion to the next level. A non-  
323 tenured Faculty Member who is not granted promotion by the expiration of his/her time limit for  
324 promotion shall not be eligible for reappointment, except as provided herein.

325 These time limits are compulsory, but do not preclude accelerated advancement of a  
326 Faculty Member demonstrating evidence of unusual achievement and exceptional potential for

327 continuing growth and accomplishment. Prior service at another academic institution may be  
 328 considered in applying the criteria listed below for promotion review. If denied promotion, an  
 329 individual may reapply for review after one (1) Academic Year. Failure to advance to the rank of  
 330 Assistant Professor shall not prohibit continued employment of a non-doctoral degreed  
 331 Instructor by MU-COM. Failure of an Instructor with a doctoral degree to advance to the rank of  
 332 Assistant Professor shall not prohibit continued employment on a yearly appointment if that  
 333 individual can provide service to MU-COM in teaching, research or administration.

334 These time limits shall be computed from the Initial Faculty Appointment or promotion (unless  
 335 the Initial Appointment is a mid-Academic Year appointment, in which case these limits shall  
 336 commence as of July 1 of the first full Academic Year) and shall not be altered by subsequent  
 337 promotion or change in status. The time spent on sabbatical may be accumulated towards  
 338 tenure if approved by the Dean after considering the recommendation of the MU-COM APT and  
 339 with the approval of the Provost. Faculty on approved Leave of Absence, or under other  
 340 extenuating circumstances, may have the mandatory period for tenure review extended at the  
 341 approval of the Dean and the Provost.

342 (c) Procedure for Promotion. The Associate Dean shall maintain a record of  
 343 promotion deadlines and notify faculty one year prior to any mandatory deadline.  
 344 Recommendations to the MU-COM APT for promotion normally shall originate from the  
 345 Department Chair or Dean. However, any Faculty Member whose Division Chair/Associate  
 346 Dean is unwilling to recommend promotion may request evaluation by the MU-COM APT. In  
 347 such cases, the following documentation shall be forwarded to the MU-COM APT:

348 **Promotion and Tenure Schedule:**

Party	Action	Deadline
Associate Dean	Notification of promotion/tenure deadline	1 year prior to packet submission deadline
Division Chair/faculty member	Letter of Proposal	
Faculty member	Packet submission	
Faculty member	Update packet with pending publications/now completed	
Associate Dean	Annual Faculty review	
MU-COM APT	Review and vote of faculty submission	
Dean	Review and send to MU Promotion and Tenure Committee	

MU PTC	Follow process as outlined in Handbook	
Board of Trustees	Vote per Handbook	

349 Deadline dates shall be promulgated by the MU-COM APT Committee. The below actions must  
350 be completed according to the schedule outlined in the **Promotion and Tenure Schedule**:

351 (1) Letter of Proposal – The Department Chair or Dean shall address a letter  
352 of proposal to the Chair of the MU-COM APT providing the following information:

- 353 a. the candidate’s present rank and the effective date of the  
354 proposed change in rank;
- 355 b. evaluation of the candidate’s teaching ability and the extent of  
356 his/her responsibility;
- 357 c. evaluation of clinical performance where applicable;
- 358 d. the quality, originality and significance of the candidate’s research  
359 and scholarly activity, including a description of any work in  
360 progress, publications and grant-seeking activity. If a Faculty  
361 Member applies for promotion or tenure, and includes a statement  
362 describing a scholarly book, article, paper or other writing which is  
363 in the process of being completed he/she may submit to the MU-  
364 COM APT a copy of the completed scholarly work, and any  
365 acknowledgement of receipt or acceptance letter issued by any  
366 journal or publisher which has agreed to publish the work. If  
367 submission is made under this subsection, the scholarly work may  
368 be considered for promotion or tenure in that year.
- 369 e. the candidate’s administrative and/or other service to the Division,  
370 MU-COM, the University, and/or national/international  
371 organizations.
- 372 f. the candidate’s role in Divisional programs; and
- 373 g. the candidate’s ethical and professional integrity.

374           When a Faculty Member originates the promotion review, he/she shall notify the  
375 Department Chair who shall submit a statement to the MU-COM APT giving reasons for the  
376 Division Chair's non-concurrence. The candidate shall be provided copies of this statement,  
377 his/her annual evaluation, and other records from the candidate's Division record as necessary  
378 and with the full knowledge of the Dean in order that the candidate may satisfy the above  
379 requirements. Appropriate confidentiality must be maintained in this process.

380           (2)     Letter of Application – A letter of application to the MU-COM APT also  
381 shall be submitted by the candidate.. The letter shall state the candidate's agreement to a  
382 thorough review and investigation of supporting information and other matters deemed  
383 appropriate by the MU-COM APT pertaining to the candidate's application.

384           (3)     Supporting Letters – Supporting letters must be submitted in addition to  
385 the letters of proposal and application described above. The support letters should contain  
386 information and/or opinion regarding the areas listed above. The number and type of support  
387 letters needed are determined by the proposed rank of the candidate as described below.

388                     Instructor: One letter from inside or outside MU-COM.

389                     Assistant Professor: Three letters, at least one of which must come from  
390   outside MU-COM

391                     Associate Professor or Professor: Four letters total, at least two of which must  
392   come from outside MU-COM. A candidate for these ranks  
393   should be recognized as an expert in his/her field by  
394   individuals in institutions with which the candidate is not,  
395   and has never been formally associated. AT least one of  
396   the letters from outside MU-COM must come from such an  
397   institution.

398           (4)     Curriculum Vitae – The candidate shall submit a curriculum vitae, which  
399 contains the information listed below:

400                     a.     Name in full;

401                     b.     Education, including calendar years attended and degrees  
402   granted for college(s) and graduate or professional school(s);

- 403 c. Postgraduate training listed chronologically;
- 404 d. All positions held, listed chronologically, including consulting  
405 positions;
- 406 e. Certifications and licensure (where applicable)
- 407 f. Military service (where applicable);
- 408 g. Honors and awards;
- 409 h. Membership and offices held in professional societies;
- 410 i. Editorial positions;
- 411 j. Service on national grant review panels, study sections and  
412 Committees;
- 413 k. MU-COM and/or institutional committees and administrative  
414 service
- 415 l. Sponsorship of post-doctoral fellows or candidates for  
416 postgraduate degrees;
- 417 m. Current teaching responsibilities;
- 418 n. Grant support, listing year of award(s), granting agency and  
419 candidate's role in grant;
- 420 o. Bibliography, listed under the headings: (i) published papers; (ii)  
421 books and chapters in books; (iii) abstracts, letters to the editor  
422 and book reviews; (iv) items in press or submitted for publication;  
423 and (v) work in progress. If the candidate has no publications, this  
424 fact should be stated.
- 425 p. Reprints of the applicant's three most significant publications  
426 should be submitted with the curriculum vitae; and
- 427 q. Any other information, which may be relevant.

428 The recommendation of the Department Chair/Associate Dean shall be transmitted to  
429 the MU-COM APT. The MU-COM APT shall evaluate and make a recommendation to the Dean.  
430 The Dean shall evaluate all relevant information and shall forward a recommendation to the  
431 GFC for consideration. The GFC shall then submit its recommendation to the Provost and the  
432 President. After his or her review, the President shall transmit the GFC's recommendation,  
433 along with his or her comments, to the Academic Affairs Committee of the Board of Trustees.  
434 After review of the President's recommendations, the Academic Affairs Committee shall prepare  
435 a resolution for the Board of Trustees reflecting the committee's recommended action for each  
436 candidate. The Board of Trustees shall take action on that resolution at its next regularly-  
437 scheduled meeting. All recommendations of the GFC regarding promotion and tenure shall be  
438 submitted to the Marian University Faculty Assembly for information only at the same time as  
439 they are submitted to the Provost and President.

440 Nothing in this section shall prohibit part time faculty from applying for promotion in academic  
441 rank, provided they have fulfilled the requirements.

442

### 443 **Section 3. Tenure**

444 (c) Criteria for Tenure. The tenure criteria are proficiency in teaching, service to MU-  
445 COM and/or community, and one or more of the following: research, other scholarly work,  
446 and/or clinical competence appropriate to their discipline and, in certain cases, comparable  
447 activities in a previous academic appointment. Tenure is recognition of the valuable and unique  
448 contribution that the Faculty Member renders to the institution and is a sign of confidence in the  
449 individual's continuing achievement. Only Full Time Faculty eligible for unrestricted rank at the  
450 level of Professor and Associate Professor shall be eligible for tenure.

### 451 **Section 4. Schedule for Tenure Review.**

452 (a) Application for review shall be initiated by the Department Chair or Division Dean  
453 to the MU-COM APT by the date specified in the Promotion and Tenure Deadline Schedule.

454 (b) Review of a candidate for tenure shall be the responsibility of the MU-COM APT  
455 Committee. The MU-COM APT shall report the results of its evaluation to the Dean and the  
456 Chair of the MU-COM Faculty Association. The Dean shall convey his/her recommendation to  
457 the GFC for consideration. The Dean shall convey his/her recommendation, along with that of

458 the MU-COM APT and GFC, to the Provost and the President. After his or her review, the  
459 President shall transmit the GFC's recommendation, along with his or her comments, to the  
460 Academic Affairs Committee of the Board of Trustees. After review of the President's  
461 recommendations, the Academic Affairs Committee shall prepare a resolution for the Board of  
462 Trustees reflecting the committee's recommended action for each candidate. The Board of  
463 Trustees shall take action on that resolution at its next regularly-scheduled meeting. The final  
464 authority to grant tenure shall reside with the Board. All recommendations shall be submitted by  
465 dates specified in the Promotion and Tenure Deadline Schedule.

466 (c) Notice shall be given to the Faculty Member no later than June 1 of applicant's  
467 Mandatory Tenure Year stating either: (1) tenure was not granted, including an explanation why  
468 tenure was not granted or (2) tenure shall be granted effective July 1.

469 If notice is not received by the Faculty Member in the prescribed time, it shall be the  
470 responsibility of the Faculty Member to make inquiry concerning the Board's decision through  
471 the Dean.

472 **Section 5. Procedure for Tenure Review.**

473 Recommendations for tenure normally shall originate from the Department Chair or  
474 Division Dean. However, any Faculty Member whose Division Chair is unwilling to recommend  
475 tenure may request a tenure review evaluation. In either case, the application for tenure shall be  
476 submitted to the MU-COM APT and reviewed according to the previously stated schedule. The  
477 review of a candidate for tenure follows the general procedure outlined for promotion set forth in  
478 Section 2 of this Article.

479 All documentation shall be provided to the MU-COM APT in a timely manner. Failure to  
480 provide required or requested documentation may be grounds for denial of tenure. Tenure shall  
481 not be granted automatically on the basis of length of service or academic rank.

482 **Section 6. Dean's Power to Make Appointments Which Vary from Handbook.**

483 If a Faculty Member who is under appointment/reappointment at the time of adoption of  
484 this Handbook is not granted tenure or promotion in accordance with the above schedule, after  
485 the expiration of his/her appointment reappointment, he/she may be retained on a yearly  
486 appointment/reappointment at the discretion of the Dean with the approval of the Provost.

487 **ARTICLE VI: GENERAL POLICIES**



488 **Section 1. Patent Policy.**

489 (a) Objectives. MU-COM recognizes that patentable inventions sometimes result  
490 from research performed under its auspices in the course of research, teaching or other  
491 activities. It is the desire of MU-COM to protect the equities of all parties contributing to  
492 inventions and to serve the public interest by making inventions available to the public at the  
493 earliest possible time. MU-COM recognizes that these goals may be best attained through the  
494 patenting and licensing of inventions.

495 Faculty Members shall handle all inventions during their association with MU-COM in  
496 accordance with the following terms, and shall insure that any contracts, grants or other  
497 agreements are in accordance herewith. The inventor shall be afforded the opportunity to make  
498 recommendations before and during each step of the process. The term "Inventor" as used in  
499 this Patent Policy shall refer to the Person(s) responsible for the invention.

500 (b) Ownership of Inventions.

501 (1) University shall be entitled to own patent rights to any invention which is  
502 developed by an Inventor which emerges from any research or other activity sponsored by MU-  
503 COM or which is conceived or developed, in whole or in part (subject to the provisions of (3)  
504 herein) with the use of MU-COM funds, equipment, facilities, or other resources or is in any way  
505 related to the Inventor's employment.

506 (2) Inventions which do not involve any use of MU-COMs funds, equipment,  
507 facilities, or other resources will remain the property of the Inventor, provided that the invention  
508 was not developed on MU-COM time and did not emerge from research or development at, or  
509 on behalf of MU-COM. MU-COM will not claim an interest in an invention by virtue of the  
510 Inventor's use of equipment or facilities for which MU-COM has granted a lease to the Inventor  
511 or to a third party if MU-COM has been notified of the intended uses of such equipment or  
512 facilities as it relates to the development of the invention and has given its prior express written  
513 approval.

514 (3) If an invention is made substantially at the out-of-pocket expense of a  
515 Faculty Member or third party, in addition to the use of MU-COM funds, equipment, facilities or  
516 other resources, the parties shall negotiate in good faith the ownership of patent rights and  
517 apportionment of royalties.

518 (c) Patent Management. MU-COM may utilize the services of independent patent  
519 managers to evaluate inventions for their commercial and scientific utility, administer patent  
520 applications, develop commercial license agreements, and defend patents against infringement.  
521 MU-COM may assign, or arrange for assignment to the patent manger its right, title and interest  
522 to all inventions so administered. MU-COM reserves the right to use the services of a patent  
523 manager for any and all inventions in which MU-COM may be entitled to own patent rights  
524 under the provision of this policy.

525 (d) Administration of Inventions.

526 (1) Upon creation, all inventions or discoveries shall be fully and promptly  
527 disclosed to MU-COM in writing in a uniform manner on an Invention Disclosure Form, which  
528 shall record:

- 529 a. the date the invention was conceived;
- 530 b. a detailed description of the invention;
- 531 c. any awareness of relevant prior part;
- 532 d. prior publications relevant to the invention;
- 533 e. circumstances under which the invention was conceived and/or  
534 reduced to practice, with specific reference to:
- 535 1. the project or program sponsor, if any; and
- 536 2. whether the invention is within the Faculty Member's scope of  
537 employment and the extent, if any, that the invention was  
538 conceived or developed, with the use of (and the work leading up  
539 to the invention utilized) MU-COM funds, equipment, facilities or  
540 other resources.

541 (2) All inventions or discoveries shall be disclosed by the Inventor through  
542 the appropriate Division Chair to the Dean.

543 (3) Within thirty (30) days of receipt of the completed Invention Disclosure  
544 Form, MU-COM shall notify the Inventor in writing as to whether MU-COM is entitled to own  
545 patent rights in the invention.

546 (4) If MU-COM is entitled to own any patent rights to the invention, the  
547 Inventor, if so requested by MU-COM, shall assign to MU-COM, or its designee, rights to the  
548 invention. And shall also execute patent applications when requested. MU-COM will pay for any  
549 fees or costs associated with filing; and shall give all reasonable aid in the procurement,  
550 maintenance and enforcement on the invention, including, without limitation, signing and  
551 delivering any necessary documents. Under the circumstances, MU-COM shall bear  
552 responsibility for application fees and other accrued expenses in proportion to its ownership  
553 interest. The Inventor shall be responsible for the balance, if any, of such fees and expenses.

554 a. MU-COM may exercise its right to protect and develop the  
555 invention by giving written notification to the Faculty Member  
556 within 90 days of receipt of the completed Invention Disclosure  
557 Form. If MU-COM does not exercise its right within this 90-day  
558 period, then it shall be deemed to have waived any patent rights to  
559 the invention or royalties there from.

560 b. When MU-COM exercises its right to develop a patent and  
561 otherwise protect and develop the invention, it shall demonstrate

562 such intent by filing an appropriate application(s) in the name of  
563 the Inventor or MU-COM, as appropriate, within one year following  
564 disclosure. If MU-COM fails to file or otherwise protect the  
565 invention within one year, in the absence of a different agreement,  
566 all rights to the invention and/or royalties shall revert to the  
567 Inventor.

568 c. If, after MU-COM or its designee has filed a patent application,  
569 MU-COM or its designee decides to abandon patent prosecution,  
570 the Inventor shall be notified by MU-COM in writing and shall be  
571 free to apply for, or continue the prosecution of, a patent in his/her  
572 own name and at his/her own expense.

573 d. In those cases in which MU-COM or its designee has obtained a  
574 patent, MU-COM will seek to enter a license agreement or other  
575 arrangement for commercial development of the invention. In the  
576 event an arrangement for commercial development is not made  
577 within 18 months of the patent issue date, the invention shall  
578 become the sole property of the Faculty Member.

579 (e) Publication, Disclosure and Use. No public disclosure, publication, commercial  
580 use or sale of the invention shall be made or caused to be made by the Faculty Member before  
581 MU-COM has either notified the Faculty Member of its intent to exercise its rights or has waived  
582 such rights pursuant to this policy. In the event that MU-COM has notified the Faculty Member  
583 that it intends to exercise its rights, the Faculty Member shall not make, or cause to allow to be  
584 made, a public disclosure, publication, commercial use or sale without the prior express written  
585 consent of MU-COM.

586 (f) Distribution of Royalties. Income from the licensing or assignment of patents or  
587 patent rights shall be distributed among the Inventor, and MU-COM according to individual  
588 agreement or according to Section VI (f) (1) whichever provides the Faculty member the greater  
589 portion. Distribution of patent revenues arising from sponsored research shall be subject to the  
590 terms of the grant or contract between the agency and MU-COM. MU-COM shall disclose to the  
591 Inventor all expenses incurred by MU-COM which are associated with the invention.

592 (1) An Inventor whose invention becomes the property of MU-COM shall  
593 receive no less than 50% of the net income received by MU-COM for the invention. The  
594 Inventor shall continue to receive his/her share of income after he/she is no longer affiliated with  
595 MU-COM. In the event of the Inventor's death, royalties due and payable shall be paid to his/her  
596 heirs for the remainder of the royalty period.

597 (g) Resolution of Disputes. In the event that a dispute arises under this policy, MU-  
598 COM or the Inventor may request that the Chair of the MU-COM Faculty Association convene  
599 an Ad Hoc Committee to resolve the dispute. The Committee shall include the Dean or his/her  
600 designee, a Faculty representative chosen by the Chair of the MU-COM Faculty Association,  
601 and a third member who shall be selected from outside MU-COM, chosen by these two. Both

602 the administration and the Inventor shall have the right to appear personally with lay or legal  
603 representation to present witnesses and evidence. However, attorneys will not be allowed to  
604 question witnesses or make statements at the hearing. Each party shall be provided with a  
605 transcript of all testimony submitted to the committee and afforded the opportunity to submit a  
606 rebuttal in writing prior to the final deliberation of the committee. The committee may consult  
607 with legal, scientific, financial, accounting or other advisers as required. The committee's  
608 decision shall be determined by a simple majority vote, which shall be a final, binding and non-  
609 appealable resolution of the dispute.

610 (h) Defense of Patent. MU-COM, or its designated agent or licensee shall be  
611 entitled to defend the patent from infringement.

## 612 **Section 2. Misconduct**

613 All Faculty Members are subject to the terms of Section 2.8 of the Marian University Faculty  
614 Handbook. In addition, MUCOM recognizes academic or scientific misconduct which may result  
615 in appropriate sanctions up to and including dismissal.

### 616 **2.1 Scientific**

617 (a) Definitions.

618 (1) Misconduct is defined as: (1) serious deviation, such as fabrication,  
619 falsification, or plagiarism, from accepted practices in carrying out research or in reporting the  
620 results of research; or (2) material failure to comply with governmental requirements affecting  
621 specific aspects of research, e.g., the protection of human subjects and the welfare of laboratory  
622 animals.

623 (2) Investigator means the principal investigator, the co-investigator(s), the  
624 program director or trainee on a training grant, the recipient of a career award or fellowship, or  
625 other individual who conducts or is responsible for research or research training.

626 (3) An Inquiry consists of information-gathering and initial fact-finding to  
627 determine whether an allegation or apparent instance of misconduct warrants an investigation.

628 (4) An Investigation is a formal examination and evaluation of all relevant  
629 facts to determine if an instance of misconduct has taken place. An investigation may also be  
630 conducted to determine the extent of any adverse effects resulting from the misconduct.

631 (b) Responsibilities

632 (1) Investigators. Investigators performing research have the primary  
633 responsibility for the ethical aspects of their research, including but not limited to, responsibility  
634 for compliance with regulations concerning human subjects, animal welfare, ionizing radiation  
635 and hazardous materials. In addition, investigators are responsible for the honesty and integrity  
636 of conduct of their research and the dissemination of the results of their research.

637 (2) Dean. The Dean, when confronted with allegations of misconduct in  
638 research, has the responsibility for undertaking a prompt inquiry and/or investigation when  
639 appropriate, and reporting the results of such an inquiry and/or investigation through the  
640 appropriate MU-COM process.

641 (3) Process. When scientific misconduct is alleged, a sequence of events  
642 shall take place within MU-COM to provide maximum opportunity for reaching valid conclusions  
643 about the alleged misconduct (see section 3.3). In addition to reaching valid conclusions, it is  
644 imperative that protection be afforded to the rights and reputations of both accuser and  
645 accused, collaborators of the accused; those investigating the allegation, any sponsor agency,  
646 any publisher, and MU-COM. MU-COM legal counsel may provide advice and counsel  
647 throughout these proceedings.

## 648 **2.2 Academic**

### 649 (a) Definitions.

650 (1) Misconduct is defined as: (1) serious deviation, such as plagiarism,  
651 fabrication or falsification, from accepted practices in carrying out academic pursuits; or (2)  
652 material failure to comply with governmental requirements affecting specific aspects of  
653 academic pursuits, e.g., an intentional violation of FERPA.

654 (2) Academician is the person responsible for providing educational content,  
655 advising or mentoring students, or acting in the capacity of a faculty member.

656 (3) An Inquiry consists of information-gathering and initial fact-finding to  
657 determine whether an allegation or apparent instance of misconduct warrants an investigation.

658 (4) An Investigation is a formal examination and evaluation of all relevant  
659 facts to determine if an instance of misconduct has taken place. An investigation may also be  
660 conducted to determine the extent of any adverse effects resulting from the misconduct.

### 661 (b) Responsibilities

662 (1) Academician. Academicians provide educational content, mentoring,  
663 advising or other related activities. In addition, Academicians are responsible for the veracity  
664 and integrity of their work and the delivery of their content to students.

665 (2) Dean. The Dean, when confronted with allegations of misconduct in  
666 academics, has the responsibility for undertaking a prompt inquiry and/or investigation when  
667 appropriate, and reporting the results of such an inquiry and/or investigation through the  
668 appropriate MU-COM process.

669 (3) Process. When academic misconduct is alleged, a sequence of events  
670 shall take place within MU-COM to provide maximum opportunity for reaching valid conclusions  
671 about the alleged misconduct. In addition to reaching valid conclusions, it is imperative that  
672 protection be afforded to the rights and reputations of both accuser and accused, collaborators

673 of the accused; those investigating the allegation, any sponsor agency, any publisher, and MU-  
674 COM. MU-COM legal counsel may provide advice and counsel throughout these proceedings.

675 |

676 **2.3 Process to Investigate Allegations of Academic or Scientific Misconduct.**

677 During inquiry into an investigation of allegations, confidentiality shall be observed in the  
678 interests of all parties, except that the Dean may advise appropriate Marian University  
679 administrators and Faculty, and anyone else as may be required under the law on a need to  
680 know basis.

681 The Dean shall advise any sponsoring agency and publisher, as necessary, after it has  
682 been determined that the allegations warrant full investigation.

683 The Dean may delegate any authority described herein. Any relevant evidence reviewed  
684 during these proceedings shall be catalogued and secured as advised by Marian University  
685 legal counsel.

686 All proceedings shall be in accordance with applicable rules and contractual obligations  
687 of Marian University. An individual, meeting with an inquiry or investigating committee may be  
688 accompanied by a representative at his/her expense. Each Committee may establish its own  
689 rules of conduct within these guidelines and with the advice of Marian University legal counsel.  
690 Marian University legal counsel shall endeavor to assure that no individuals appointed to an  
691 inquiry or investigating committee has any real or apparent conflict of interest.

692 (a) Allegations. Charges of misconduct should be brought to the Division Chair in  
693 which such conduct allegedly occurred. The Division Chair shall immediately inform the Dean. If  
694 the person being accused is a Division Chair, the charge should be brought directly to the Dean.  
695 Any relevant evidence provided by the person making the accusation shall be secured for the  
696 inquiry and investigation. An initial inquiry shall be instituted, except for charges originating with  
697 a sponsoring agency, which may proceed directly to a complete investigation at the discretion of  
698 the Dean.

699 (b) Initial Inquiry.

700 (1) The Dean shall advise the person accused of the allegations and appoint  
701 an Ad Hoc Committee of Inquiry of no more than three (3) Faculty Members to conduct an initial  
702 inquiry into the allegations. Marian University legal counsel may advise the Inquiry Committee.  
703 The object of the initial inquiry is to determine whether there may be substance to the  
704 allegations and to recommend appropriate action to the Dean.

705 (2) Private and separate sessions shall be conducted to hear the person  
706 making the accusation, the person accused, and others as determined necessary by the Inquiry  
707 Committee. All relevant evidence that is produced shall be reviewed and secured.

708 (3) The Inquiry Committee shall make a written report and recommendation  
709 to the Dean within thirty (30) days after receipt of its charge from the Dean. Under exceptional  
710 circumstances, the Dean may extend this period for no more than fourteen (14) additional days.

711 (4) The Inquiry Committee's written report shall state what evidence was  
712 reviewed, summarize relevant interviews, and include the conclusion of the Inquiry Committee,  
713 as advised by Marian University counsel.

714 (5) Two conclusions may be made by the Inquiry Committee from this initial  
715 inquiry: (1) the allegations are without merit; or (2) the allegations have sufficient substance to  
716 warrant further investigation. In either case, subsequent action may be recommended.

717 (6) The Dean shall review the recommendation of the Inquiry Committee and  
718 after consultation with the Provost, shall decide whether to request a complete investigation as  
719 described below or take any other appropriate action pursuant to MU-COM rules or contractual  
720 agreements. The decision of the Dean shall be delivered in writing along with the Inquiry  
721 Committee's report and recommendations, to the person accused, the person making the  
722 accusation, the Inquiry Committee and the Provost.

723 (7) The person accused may submit to the Dean any written comments,  
724 which he/she may have concerning either the Inquiry Committee's report or decision of the  
725 Dean or both. These comments shall be maintained as part of the file.

726 (8) The initial inquiry stated above shall be completed within forty-five (45)  
727 days of its initiation.

728 (9) The Dean shall maintain, for a period of at least three (3) years after the  
729 termination of the inquiry, a file which shall contain the Inquiry Committee's report, the Dean's  
730 decision and any written comments submitted by the accused under subparagraph (7) above.

731 (c) Investigation.

732 (1) If the Dean requires a complete investigation after a review of the  
733 recommendation from the Inquiry Committee, said investigation shall commence within twenty  
734 (20) days of the completion of the initial inquiry.

735 (2) The Dean shall appoint an Ad Hoc Investigating Committee of no less  
736 than three (3) Faculty Members to conduct a complete investigation of the allegations. The  
737 Investigating Committee should not be excessive in size but should contain individuals with  
738 sufficient expertise and dedication to conduct a thorough and equitable investigation. Marian  
739 University legal counsel may advise the Investigating Committee.

740 (3) If at any time during the investigation the Investigating Committee  
741 determines that sponsored research is involved and that a sponsoring agency must be notified  
742 that an investigation is underway, it shall so notify the Dean who shall notify in writing the  
743 sponsoring agency. Any necessary notification shall clearly state that the investigation is to  
744 determine the propriety of the conduct or reporting of the research and that the sponsoring  
745 agency shall be apprised of the results.

746 (4) The investigation shall include an examination of all documentation,  
747 including but not necessarily limited to relevant search data and proposals, publications,



748 correspondence and memoranda of telephone calls. Whenever possible, interviews should be  
749 conducted of all individuals involved either in making the allegation or against whom the  
750 allegation is made, as well as other individuals who might have information regarding key  
751 aspects of allegations. Complete summaries of these interviews should be prepared, provided  
752 to the interviewed party for comment or revision, and included as part of the investigation file.

753 (5) The investigation must be thorough and timely and provide both notice of  
754 all allegations to the accused and an opportunity for the accused to fully respond to all  
755 allegations. It shall require the dedicated attention of the Investigating Committee.

756 (6) Necessary support and logistics (e.g. clerical, information gathering,  
757 witness, organizational, security, record keeping and confidentiality) shall be arranged by the  
758 Dean or his/her designee.

759 (7) Private and separate sessions shall be conducted to hear the person  
760 making the accusation, the person accused and others as determined necessary by the  
761 Investigating Committee. All relevant evidence that is produced shall be reviewed and secured.  
762 Interviews with any individuals should be recorded by tape recorder or court reporter unless the  
763 Investigating Committee is otherwise advised by legal counsel.

764 (8) The Investigating Committee, within ninety (90) days of its initiation, shall  
765 provide a written report of its findings, conclusions and recommendations, together with all  
766 pertinent documentation and evidence, to the Dean and the Provost. Each member of the  
767 Investigating Committee shall sign the report or submit a signed dissenting report. The  
768 Investigating Committee's report shall further contain: how and from whom information relevant  
769 to the investigation was obtained, the basis for the Investigating Committee's findings,  
770 conclusions and recommendations; and the actual text or an accurate summary of the views of  
771 any individuals found to have engaged in misconduct.

772 (9) The Dean, within five (5) days of his/her receipt of the Investigating  
773 Committee's written report, shall make that report available to the person accused for comment.  
774 Within twenty (20) days of receipt of the report, the person accused may submit to the Dean any  
775 written comments which he/she may have concerning the Investigating Committee's report.  
776 These comments shall be maintained as part of the file.

777 (d) External Review of Investigating Committee's Report. The Dean, upon advice  
778 from Marian University's legal counsel and the concurrence of the Provost, may appoint an  
779 External Committee of Faculty Members and/or administrators from another institution or  
780 institutions to review and provide written comment on the findings, conclusions and  
781 recommendations of the Investigating Committee.

782 (e) Administrative Action on Investigating Committee's Report. The Dean shall  
783 review the report of the Investigating Committee, the comments of the person accused and the  
784 comments of the External Committee, if any, and recommend further action to the Provost. The  
785 recommendation of the Dean, where appropriate, shall impose sanctions on the proper  
786 individuals when the allegation of misconduct has been substantiated. This recommendation

787 shall be delivered in writing, together with the Investigating Committee's report and  
788 recommendations, to the person accused, the person making the accusation, the Investigating  
789 Committee, the Inquiry Committee and the Provost within thirty (30) days of his/her receipt of  
790 the final report in this matter. With the advice of Marian University legal counsel and the written  
791 approval of the Provost, the Dean shall proceed with his/her recommendations under applicable  
792 MU-COM rules and contractual agreements.

793 Collaborators of the person accused shall be advised by the Dean of any substantiated  
794 misconduct or questions related to their research. The Provost shall advise the Board of  
795 Trustees as necessary.

796 (f) Notification of Sponsoring Agencies and Publishers. Whenever misconduct is  
797 substantiated, the Dean shall notify, in writing, any sponsoring agency and/or publisher that may  
798 be affected by the misconduct.

799 (g) Notification to the Office of Scientific Integrity (AOSI).

800 (1) Whenever scientific misconduct is suspected or alleged to have occurred  
801 in any research activity, which is the subject of an application for or the receipt of any financial  
802 assistance from the Public Health Service (APHS), the Dean shall be responsible for notifying  
803 the OSI. The Dean shall notify the OSI if he/she ascertains at any stage of the initial inquiry or  
804 investigation that any of the following conditions exist:

805 a. There is an immediate health hazard involved;

806 b. There is an immediate need to protect federal funds or equipment;

807 c. There is an immediate need to protect the interests of the person(s) making the  
808 allegations or the individual(s) who is/are the subject of the allegations as well as his/her co-  
809 investors, if any;

810 d. It is probable that the alleged incident is going to be reported publicly; or

811 e. There is a reasonable indication of a possible criminal violation(s). In this instance, the  
812 Dean shall use his/her best efforts to inform OSI within twenty-four (24) hours of obtaining that  
813 information.

814 (2) If the Dean initiates a complete investigation as described in Section 2.3  
815 ©, this decision must be reported in writing to the Director of OSI on or before the date the  
816 investigation begins. This notification shall include the name of the person(s) against whom the  
817 allegations have been made, the general nature of the allegations, and the PHS application or  
818 grant number(s) involved.

819 (3) If the Dean requests a complete investigation, the Investigating  
820 Committee's report, along with the Dean's recommendations, sanction imposed by MU-COM  
821 and a copy of this Handbook, must be submitted by the Dean to OSI within ninety (90) days, of  
822 the initiation of the investigation. If the Investigating Committee determines that it shall not be  
823 able to complete the investigation within ninety (90) days, it shall so notify the Dean at least ten

824 (10) days prior to the expiration of the ninety (90) days, and the Dean, with the assistance of the  
825 Investigating Committee shall submit to the OSI a written request for an extension and an  
826 explanation for the delay that includes an interim report on the progress to date and an estimate  
827 for the date of completion of the report and other necessary steps.

828 (4) If the Dean, the Inquiry Committee or Investigating Committee plans to  
829 terminate the initial inquiry or investigation for any reason without completing the requirements  
830 as set forth under this policy, a report of such planned termination, including a description of the  
831 reasons for such termination, shall be made to OSI.

832 (h) Administrative action where initial inquiry and/or investigation reveals no  
833 misconduct. The Dean shall undertake diligent efforts, as appropriate, to restore the reputation  
834 of persons alleged to have engaged in misconduct when allegations are not confirmed and shall  
835 also make diligent efforts to protect the positions and reputations of those persons who, in good  
836 faith, made the allegations.

837

838

#### **Non-Discrimination Policy**

839 Marian University College of Osteopathic Medicine does not discriminate on the basis of race,  
840 ethnicity, color, sex, gender, sexual orientation, religion, creed, national origin, age or  
841 disabilities.

842 **APPENDIX #1**  
843

844 **AMERICAN OSTEOPATHIC ASSOCIATION (AOA) CODE OF ETHICS**

845 The American Osteopathic Association has formulated this Code to guide its member  
846 physicians in their professional lives. The standards presented are designed to address the  
847 osteopathic physician's ethical and professional responsibilities to patients, to society, to the  
848 AOA, to others involved in health care and to self.

849  
850 Further, the American Osteopathic Association has adopted the position that physicians should  
851 play a major role in the development and instruction of medical ethics.

852  
853 Section 1. The physician shall keep in confidence whatever she/he may learn about a patient in  
854 the discharge of professional duties. The physician shall divulge information only when required  
855 by law or when authorized by the patient.

856  
857 Section 2. The physician shall give a candid account of the patient's condition to the patient or  
858 to those responsible for the patient's care.

859  
860 Section 3. A physician-patient relationship must be founded on mutual trust, cooperation and  
861 respect. The patient therefore must have complete freedom to choose her/his physician. The  
862 physician must have complete freedom to choose patients who she/he will serve. However, the  
863 physician should not refuse to accept patients for reasons of discrimination, including, but not  
864 limited to, the patient's race, creed, color, sex, national origin, sexual orientation, gender identity  
865 or handicap. In emergencies, a physician should make her/his services available.

866  
867 Section 4. A physician is never justified in abandoning a patient. The physician shall give due  
868 notice to a patient or to those responsible for the patient's care when she/he withdraws from the  
869 case so that another physician may be engaged.

870  
871 Section 5. A physician shall practice in accordance with the body of systematized and scientific  
872 knowledge related to the healing arts. A physician shall maintain competence in such  
873 systematized and scientific knowledge through study and clinical applications.

874  
875 Section 6. The osteopathic medical profession has an obligation to society to maintain its high  
876 standards and, therefore, to continuously regulate itself. A substantial part of such regulation is  
877 due to the efforts and influence of the recognized local, state and national associations  
878 representing the osteopathic medical profession. A physician should maintain membership in  
879 and actively support such associations and abide by their rules and regulations.

880  
881 Section 7. Under the law a physician may advertise, but no physician shall advertise or solicit  
882 patients directly or indirectly through the use of matters or activities, which are false or  
883 misleading.

884

885 Section 8. A physician shall not hold forth or indicate possession of any degree recognized as  
886 the basis for licensure to practice the healing arts unless he is actually licensed on the basis of  
887 that degree in the state in which she/he practices. A physician shall designate her/his  
888 osteopathic school of practice in all professional uses of her/his name. Indications of specialty  
889 practice, membership in professional societies, and related matters shall be governed by rules  
890 promulgated by the American Osteopathic Association.

891  
892 Section 9. A physician should not hesitate to seek consultation whenever she/he believes it  
893 advisable for the care of the patient.

894  
895 Section 10. In any dispute between or among physicians involving ethical or organizational  
896 matters, the matter in controversy should first be referred to the appropriate arbitrating bodies of  
897 the profession.

898  
899 Section 11. In any dispute between or among physicians regarding the diagnosis and treatment  
900 of a patient, the attending physician has the responsibility for final decisions, consistent with any  
901 applicable osteopathic hospital rules or regulations.

902  
903 Section 12. Any fee charged by a physician shall compensate the physician for services actually  
904 rendered. There shall be no division of professional fees for referrals of patients.

905  
906 Section 13. A physician shall respect the law. When necessary a physician shall attempt to help  
907 to formulate the law by all proper means in order to improve patient care and public health.

908  
909 Section 14. In addition to adhering to the foregoing ethical standards, a physician shall  
910 recognize a responsibility to participate in community activities and services.

911  
912 Section 15. It is considered sexual misconduct for a physician to have sexual contact with any  
913 current patient whom the physician has interviewed and/or upon whom a medical or surgical  
914 procedure has been performed.

915  
916 Section 16. Sexual harassment by a physician is considered unethical. Sexual harassment is  
917 defined as physical or verbal intimation of a sexual nature involving a colleague or subordinate  
918 in the workplace or academic setting, when such conduct creates an unreasonable, intimidating,  
919 hostile or offensive workplace or academic setting.

920  
921 Section 17. From time to time, industry may provide some AOA members with gifts as an  
922 inducement to use their products or services. Members who use these products and services as  
923 a result of these gifts, rather than simply for the betterment of their patients and the  
924 improvement of the care rendered in their practices, shall be considered to have acted in an  
925 unethical manner. (Approved July 2003)

926  
927 Section 18. A physician shall not intentionally misrepresent himself/herself or his/her research  
928 work in any way.

929

930 Section 19. When participating in research, a physician shall follow the current laws, regulations  
931 and standards of the United States or, if the research is conducted outside the United States,  
932 the laws, regulations and standards applicable to research in the nation where the research is  
933 conducted. This standard shall apply for physician involvement in research at any level and  
934 degree of responsibility, including, but not limited to, research, design, funding, participation  
935 either as examining and/or treating provider, supervision of other staff in their research, analysis  
936 of data and publication of results in any form for any purpose.