

Department Chairperson's

Handbook

2020-2021

Provided by the Office of the Provost and Vice President for Academic Affairs

RIDER UNIVERSITY DEPARTMENT CHAIR POLICY

THE ROLE OF THE CHAIRPERSON

The Chairperson at Rider University, together with the Dean of the College, is responsible for the administration of a department and its programs in accordance with the policies, rules and objectives of the College and the mission and objectives of Rider University.

The Chairperson is an academic leader, representing the general interests of the department, helping to shape its goals and interpreting these to appropriate campus and off-campus individuals and groups. By example and by instruction the Chairperson encourages faculty to excel in teaching and scholarly activity and students to excel in learning.

As a colleague, the Chairperson provides support and assistance to faculty to enable them to achieve their educational and professional goals.

Finally, the Chairperson is expected to participate in the total life of the institution, clarifying its goals, supporting its efforts to recruit, retain, and educate students, and working to make campus life a rich and varied intellectual, social and cultural experience for all members of the University community.

I. Job Description

- A. Leads the department in the development of its academic program; e.g., studies, proposes, and implements curricular changes
- B. Leads faculty orientation and professional development for the department
- C. Leads all departmental planning activities
- D. Manages members of the department concerning their responsibilities under department, College, and University policies and the faculty contract
- E. Supports excellence in teaching the department's curriculum
- F. Coordinates and provides direction for scholarly activities in the department
- G. Mentors department members in the development of their department, College, and University service

- H. Normally teaches six contact hours in-load per semester; performs other non-teaching responsibilities of full-time members of the Rider University faculty
- I. Attends meetings (e.g., tripartite committees and Academic Policy Committee, as appropriate) and chairs all meetings of the department
- J. Writes the chairperson's evaluation of all candidates for annual reappointment, for Priority Appointment Status, and for promotion and tenure from the department and, in the case of the latter, serves on the Promotion and Tenure Committee for all such candidates
- K. Assures the performance by department members of their contractual responsibilities concerning student evaluation of courses, and evaluation of departmental candidates, including adjunct members of the department, for annual reappointment, for Priority Appointment Status, and for promotion and tenure
- L. Implements department policies and programs
- M. Plans and manages the departmental budget
- N. Supervises departmental workload and staffing in cooperation with the dean's office
- O. Serves as liaison between the dean and members of the department, advising the dean concerning matters of interest to the department, reporting information from the dean to members of the department, and submitting reports to the dean as requested
- P. Manages and assures that:
 - catalog material is revised in accordance with curricular changes,
 - new departmental faculty are recruited,
 - departmental majors and minors are advised,
 - student records are reviewed and appropriate offices are notified concerning student status
 - the department is represented at internal and external functions,
 - the department's academic interests are represented in meetings with parents and students,

- orientation and other advising material is prepared, the department is represented at orientation sessions for new students, and, as appropriate, placement, proficiency, and validation examinations are coordinated
- Q. Serves as liaison between the Admissions Offices and the department
- R. Maintains department records and department equipment and supplies (or supervises others who are assigned to these tasks)
- S. Appoints and supervises the department office staff, where appropriate
- T. Performs all functions designated for department chairpersons under University policy (such as grade appeals)
- U. Serves as liaison between members of the department and other offices of the University
- V. Confers other members of the University administration regarding matters of mutual concern, such as development and implementation of appropriate academic policies, student recruitment and retention programs, and faculty contract issues

II. Compensation Policy

A. Annual Service Period

The responsibilities of department chairpersons normally extend through the calendar year, September through August.

- B. Salary Supplements and Workload Adjustments for Department Chairpersons
 - 1. Salary Supplements and Workload Adjustments
 - a. Basic Salary Supplement and Workload Adjustment

In addition to the base salaries appropriate to full-time members of the Rider University faculty, faculty members assuming the position of department chairperson receive a basic salary supplement of \$5,000, added to base salary during the period of chair appointment. Such department chairpersons also receive one course release per semester, thereby teaching six-hours in load per semester.

b. Additional Salary Supplement and Workload Adjustment

For significant additional responsibilities, some faculty members assuming the position of department chairperson receive during the period of chair appointment, in addition to the aforesaid basic salary supplement and

workload adjustment, an additional salary supplement of \$2,500, added to base salary or one additional course release annually, as determined by the dean. The determination of which department chairpersons shall be eligible to receive such additional compensation or released time shall be made by the Provost after consultation with the dean.

Such additional compensation shall be awarded to department chairpersons whose positions require significant additional responsibilities. Consideration shall be given to such matters as regular summer responsibilities beyond orientation advising and complexity of the department.

c. Additional Salary Supplement and Workload Adjustment for Acting Appointments

Persons assuming the position of acting department chairperson replacing a regular chair on leave shall receive a salary supplement of \$2,500 per semester, added to base salary during the period of chair appointment, and one course release per semester.

2. Leaving the Position of Department Chair

The University shall not deduct the salary supplement(s) of department chairpersons who leave the position temporarily (as when taking a paid research leave or sick leave). When a department chairperson leaves his/her position to return to the bargaining unit, the University shall deduct an amount from his/her base salary equal to the above basic and additional salary supplement(s) pertaining to that chairperson. The University shall not deduct the accrued increments to base salary earned on any such salary supplement(s). Department chairpersons who return to the bargaining unit shall assume the same teaching load as other full-time faculty members in the bargaining unit.

July 2008



September, 2020

As you know, Rider University fully supports the right of students and faculty to observe religious holidays. In keeping with our tradition, I want to share with you, as I do each year, information on important religious holidays and on Rider University policies regarding class attendance and students' responsibilities to make up missed work.

Per university policy, the University Academic Policy Committee encourages all faculty to honor the desire of students to observe major religious holidays by permitting students to make up work missed on the day or days in question, including any tests or examinations. This position is endorsed with the understanding that students are responsible for all class work missed.

Faculty observing these holidays are encouraged to communicate with students via Canvas and/or email if they plan on cancelling the class meeting to observe the holiday. Students who are missing class to observe the holiday are encouraged to email the professor and to make arrangements to make up any missed work.

<u>Please note these holidays occurring during the 2020-2021 academic year:</u>

Rosh Hashanah will be observed from sundown Friday, September 18, 2020 through sundown on Sunday, September 20, 2020.

Yom Kippur will be observed from sundown Sunday, September 27, 2020 through sundown on Monday, September 28, 2020.

Diwali will be observed on Saturday, November 14, 2020.

Martyrdom of Guru Tegh Bahadur will be observed on Tuesday, November 24, 2020.

Guru Nanak Jayanti will be observed on Monday, November 30, 2020.

Passover will be observed from sundown on Saturday, March 27, 2021 through sundown on Saturday, April 3, 2021.

Hola Mohalla will be observed from Monday, March 29, 2021 and ends on Wednesday, March 31, 2021.

Good Friday will be observed on Friday, April 2, 2021.

Easter will be observed on Sunday, April 4, 2021.

Hajj Days will begin in the evening of Saturday, July 17, 2021 and ends in the evening of Thursday, July 22, 2021.

Day of Arafat will begin in the evening of Sunday, July 18, 2021 and ends in the evening of Monday, July 19, 2021.

Eid al-Adha will begin in the evening of Monday, July 19, 2021 and ends in the evening of Tuesday, July 20, 2021.

Islamic New Year will begin in the evening of Monday, August 9, 2021 and ends in the evening of Tuesday, August 10, 2021.

Please note the exact dates of Islamic holidays cannot always be determined in advance, due to the nature of the Islamic Lunar Calendar.

If there are other important religious holidays which may affect class attendance or offerings, please contact my office, or send an email to vpaa@rider.edu.

Your sensitivity is greatly appreciated.



Matthew Stieglitz, Esq.

Associate Provost & Legal Counsel 2083 Lawrenceville Rd Lawrenceville, NJ 08648 (609) 896-5035

REVISED

DATE: August 10, 2020

TO: Deans, Associate Deans, Assistant Deans, Department Chairs, AAUP

FROM: Matt Stieght. Stift

RE: Part-Time Faculty

A. Part-Time Faculty Holding Priority Status

In accordance with Article XVII of the 2017-2020 <u>Agreement</u> you are being provided with a list of those adjunct faculty members who meet the criteria for Priority Appointment Status. **By definition, part-time faculty holding Priority Appointment Status have priority over other part-time faculty for faculty work within their departments for which they are qualified. Priority Appointment Status is forfeited if such individuals do not maintain the minimum teaching average, as stated below, over a three-year period.**

For Classroom Faculty

Priority Appointment Status is available to part-time faculty who held such status on September 1, 2019 and who have taught an average of at least 11 hours per year over the previous three-year period. No new applications for Priority Appointment Status will be considered during the lifetime of the 2017-20 <u>Agreement</u> or the recently executed MOU extending this Agreement through 2021.

For Library Faculty

Priority Appointment Status applies to part-time librarians who held such status on September 1, 2019 and who were employed on at least a half-time basis during the previous three-year period. No new applications for Priority Appointment Status will be considered during the lifetime of the 2017-20 <u>Agreement</u> or the recently executed MOU extending this Agreement through 2021.

To our knowledge, the following individuals will hold Priority Appointment Status effective 9/1/2020. If you believe that we have inappropriately included or excluded anyone from this list please email me or Sandy Ober so that we may investigate.

Priority Appointment Adjunct Faculty effective September 1, 2020

Adamovics, John	Garro, Daniel	Poltorak, Agnes **
Adams, Edward	Goldberg, Louis	Power, Susan
Adlai-Gail, Wendy	Goldstein, Selma	Price, Jonathan
Alboum, Scott	Hirsch, Gerard	Quirk, William *
Amato, Mary	Joffe, Howard	Rosenbaum, Jane ***
Andrews, Meade	Johnson, Carol	Schneider, Charles
Burger, Robert	Johnson, Katherine **	Schneller, George
Burgess, Mark	Johnson Thick, Julia	Setters, Raymond
Chong, Lisa	Kitover, Arkady	Shaw, Kathleen **
Cordonnier, Deborah	Magrino, Kathy	Simon, Rebecca
D'Angelo, Michele	Massie, Robin **	Strom, Susan ***
Dewees, Melissa	McManimon, Susan	Sullivan, Helen
Edelstein, Jeffrey	Moliterno, Mark **	Sutton, Elizabeth **
Ellis, Rochelle **	Mozes, John	Treceno, Mindy
Esham, Faith **	O'Neil, Jr., Robert	Walker, Charles
Faroh, Alice	Onofrio, Susan	Weber, Nancy
Fiske-Rusciano, Roberta	Orr, Phillip	Wolf, Sally **
Fobare, William	Page, Carolann **	Zorn, Amy **
Garrido, Magnolia	Perrin, Frances	Zucco-Teveloff, Cathleen

- * Holds Priority Appointment Status as a Librarian.
- * Holds Priority Appointment Status in Westminster Choir College.
- * Holds Priority Appointment Status granted prior to September 1, 1999 in the Department of English.
- 1. <u>Maximum Teaching Load</u> Only those individuals who held Priority Appointment Status in Westminster Choir College as of September 1, 2008 or in all other colleges/schools as of September 1, 1994 are eligible to teach three courses in a single semester. Note, therefore, that all other part-time faculty are not eligible to teach more than four courses or 12 contact hours during one academic year.
- 2. <u>Seniority</u> If there are insufficient courses for qualified Priority Appointment Status faculty in a department, available courses are to be awarded by seniority. Seniority shall be computed on the basis of the number of semesters of service (Article XVII B.2.). If a priority adjunct's class is canceled, you should always explore with that priority adjunct faculty member the availability of any other course(s) taught by a more junior adjunct, which the priority adjunct may be qualified to teach and into wish s/he may be able to bump.
- 3. <u>Annual Contracts, Monthly Paychecks and Assignment of Workload</u> The university may provide annual contracts to part-time faculty members holding Priority Appointment Status after they have held Priority Appointment Status for at least three (3) years. Such salaries are paid in equal monthly installments, September through December for the Fall semester, and February through May for the Spring semester.

- By a deadline set by the department chairperson, full-time members of the department must declare an interest in teaching courses on an overload basis during the following academic year. The deadline should be a date during the workload planning period between December and February. Courses later assigned to an individual holding Priority Appointment Status or any other properly-contracted adjunct faculty member will not be reassigned to a full-time faculty member who failed to declare an interest in teaching on an overload basis by the deadline set by the department chairperson except as stated below:
 - Courses assigned to an individual holding Priority Appointment Status may be reassigned to a full-time department member who, through cancelation of a course, is under load. However, unstaffed courses or courses staffed by other part-time faculty should be reassigned to that full-time faculty member before reassigning a course previously assigned to an individual holding Priority Appointment Status.
- Annual and other part-time contracts are contingent upon sufficient enrollment in the relevant courses.
- 4. Extension of Priority Appointment Status to Another Department or Discipline Procedures are established on page 134 of the <u>Agreement</u> for teaching in and extending Priority Appointment Status to a new department or discipline.
 - The individual must make a written application to teach in a new department, present his/her credentials, specify which course(s) s/he wishes to teach, and declare that s/he already holds Priority Appointment Status in another department.
 - The members of the new department will review the applicant's credentials and will either reject the application or postpone a decision until the applicant teaches two courses in the department.
 - These procedures also apply for extension to a new discipline in a multi-discipline department.
 - If Priority Appointment Status is sought in a different college, the relevant dean's approval is also required.
 - If extension of Priority Appointment Status to a new department or discipline is denied, the individual will be appointed to no further courses in that department of discipline.
- 5. <u>Benefits</u> Individuals holding Priority Appointment Status are eligible for the following benefits under the Agreement: medical, pension, total disability, sick days, life insurance to two times the annualized salaries, travel fund, and participation rights (but not the University contribution) in BeneSave. If the individual works during both semesters of an academic year, benefits during the summer will be covered by the University. Pension benefits will also be contributed on summer teaching stipends.

B. Part-time Faculty Holding Preferred Status

Preferred Status was created for the first time in the 1999-2002 <u>Agreement</u>. It is defined in Article XVII (B.) (3.) on page 128 as follows:

"Adjunct bargaining unit members who have taught a minimum of thirty-six (36) credit hours (or the equivalent applied hours) within six (6) consecutive years (including summers) for the University..."

- Such part-time faculty are entitled to be offered courses, up to their allowable workload limit of two per semester and/or other session, after all full-time and Priority Appointment Status part-time faculty in the department have been offered courses, as outlined under A. above.
- Preferred adjunct faculty are not eligible for employee benefits.
- A 24-month break in service terminates an adjunct's preferred status.
- You will find an attachment to this memorandum summarizing the Provost Office's records of all part-time faculty who are eligible for preferred status in Fall, 2020 to the extent available at this time in our electronic database. Part-time faculty who wish to check the record against their own payroll and other records can contact you to do so. Sandy and I will be happy to assist.

C. Part-time Faculty Who Are Ineligible for Rehire

Article XXI (b.) on pages 140-141 of the <u>Agreement</u> states the enforcement provisions regarding bargaining unit members who fail to pay their union dues.

The current list of ineligible adjunct faculty is also included as a separate document with this mailing.

C: Provost Human Resources

Preferred Status Adjunct Faculty Effective September 1, 2020

Aderhold, David Allingham, Joy Archer, Linda Athey-Janka, Lauren Barclay, Thomas Barton, Mary Benchener, Paul Benoff, Brian Bentley, Carol Blum, Jordan Boardman, Kenneth

Bostain, David Bowles, William Boyer VI, George Brodzinski, Frederick Brower, Patricia Browers, Tory Brownschidle, Terry

Carr, Nicholas Chmel, Patrick Choudhary, Farheen Costantino, Paige Czyzewski, Carol Debebe, Fekru Dispirito, Michael

Drobile, Amelia Falcone, Gary Foglietta, Luz Frantz, Charles

Gallagher, William Gallo, Dianne Goldman, Paulina Gonzalez, Victoria Gossner, Jeffrey

Greenberg, Debra Grunning, Cynthia Haydel, Nina Hebert, Scott

Helvering, R. Douglas Herrero-Taylor, Teresa

Holmes, Anne Holt, Thomas Huber, Margaret Inzana, Richard

Ionescu, Iwona Jackson, Lisa Jonck, Rachelle Kaissar, Ken Kelley, Thomas Kettering, Tracy Kranzler, Laura Lee, Jennifer Leifer, David Leonard, Susan Levy, Frank

Livingstone-Ross, Elena

Lopez, Joseph Losi, Maxim Magee Lee, Katie Maley, Laura Mandigo, Terri McGee, Timothy Mehnert, Ute Moya, Victor Murray, Robert Muzyk, Michelle Nemeth, Crystal Nissen, Matthew

O'Shaughnessy, Christine

Oster, Judy Panna, Victoria Penge, Louis

Pernot, Mary-Margaret Phillips, Abraham Phillips, Jessie Pinyan, Kristin Piotrowski, Robert

Price, Jack Proffitt, Justin Rattan, Pratima Rees, Howard Richardson, Lissa Romano, Sandra Rosenberg, Carolyn Rubine, Erica Sailer, Julia Saraceno, Michael

Sass-Germain, Laura

Shultz, Carl Sodano, Patricia Sylvester, Mary Tamburro, Harold Tedeschi, John Tier, Alice Tormey, Richard Totaro, William Tracy, Alicia Tracy, Neal Walker, Terry Walsh, Russell Whitney, Cheryl Wojie, Joseph Wojtowicz, Fred

Zikmund, Paul

Scurto-Davis, Debra

Sharma, Deoki



Matthew Stieglitz, Esq.

Associate Provost & Legal Counsel 2083 Lawrenceville Rd Lawrenceville, NJ 08648 (609) 896-5035

DATE: July 2, 2020

TO: Deans, Associate Deans, Assistant Deans, Director of Athletics and Department Chairs

FROM: Matt Stiegfit . Stigtty

RE: Faculty Not Eligible For Rehire

The following individuals are in non-compliance with AAUP membership responsibilities under the provisions of Article XXI (Agency Rights), or are otherwise not eligible to be hired for AAUP bargaining unit positions at Rider University. The AAUP has informed me of its intention to seek immediate dismissal of such individuals if they are rehired. Please be aware of this prohibition as you complete staffing plans for the upcoming semesters.

Note: New additions to the list are in bold.

ADAMCZYK, Kathleen FISHER, Heather

AKAZUWA, Emeka FITTIPALDI, Alfred (English)
ALDINA, Mohamed GENTILE, Claudia (Graduate Ed)
ARNOLD, Julie (Biology) GARRIEPY, Brent (Athletics)

AUTY, Suan GLANDORF, Matthew (Conducting, Organ)

BAIRAKTARIS, Rhonda (Arts/Sciences)

BANKER, RaeAnn (Fine Arts)

BARAKZOY, Zarmina

HARE, Hobart (Athletics)

HAMMEL, Alice (Music Ed)

HOMONT, Dawn (Athletics)

BASSOLINO-KLIMAS, Donna (Chemistry) HOWARD, Jerusalem (Management)

BATORSKY, Roberta (Biology) HOWLAND, Robert

BILIK, Jane (Graduate Ed)

BJORKLUND, Robert

HUGGETT, James (Sociology)

HUMES, Samuel

BOURQUE, Monique (History)

JEFFREY, Peter

BRAM, Margot (Biology)

BROOKS, Thomas

JONES, Lynn (Fine Arts)

KHOUSHAB, Fromarz

CALORE, Gary KLOBY, Gerald CANTWELL, Maria (Athletics) KNUBEL, Kevin (Athletics)

CARIELLO, Matthew KOSAR, Anthony John (Arts/Sciences)

COHEN, Eric KUTLIROFF, Susan CONYERS, James MARCHETTI, Robert (Athletics)

CORYELL, Lisa (Communication) MAZHAR, Javed (Computer Info Systems)

DANNER, Charles MCCRAE, Karen

DAVIS, Deborah (Marketing) MCLAUGHLIN, Rosemary

DONOVAN, Anita MERCER, Catherine

DORAN, Robert (Management) METZ, Kathryn (MCHaT)

EDE, George MOORE, Roger ELLIOT, Norbert MOORE, Zane (Athletics)

EMORE, Geoffrey

MORRIS, George

FINALDI, Arthur (Fine Arts) MYERS, Jeffrey (Athletics)

FINKLE, Arthur L. (Teacher Ed) NDULIZU, Godian

NICHOLAS, Nila

OSTROWSKI, Marzenna (Libraries)

PEACOCK, Erin (Graduate Ed)

PENDERGIST, Robert

POPP, Roberta

PRESSLEY, Diane (EOP)

RAGAN, Margo

RAPPEPORT, Joyce

REED, Robert (EOP)

REILY, Scott (Athletics)

REINHART, Katrina (Music Ed)

RESTON, Ivan

RIPS, Ervine

ROBBINS, Jim (Athletics)

ROBERTSON, Roderick (Computer Info Sys)

ROGERS, William

ROJAS, Martha (History)

ROSWELL, Michael (Biology)

RUSSEL, Robert (Fine Arts)

SALEM, Shawki

SAUER, Robert

SAVINO, Joseph

SCHAUER, Elizabeth (Conducting/Organ)

SCHRAMM, Jeffrey (History)

SHABE, Phyllis

SHANE, Scott

SHROCK, Dennis (Conducting/Organ)

SMITH, Norman

SNOW, Charles

SOONG, Tony

SPLAINE, Tom

STEVENSON, Jay (EOP)

STEWARD, Edward (Athletics)

STONE, Meredith

STRINGHAM, Sandra

SZCZEPANSKA, Kathleen

TASSEY, Elaine

TEFFT, Robin Smith (Communication)

TEZEL, Ahmet

THAYER, Richard (Management)

THOMPSON, Linda (Graduate Ed)

TIGHE, William

TRAYLOR, Orba

URPAK, Akpan

VARANKA, Rose

WAITE, Liz

WATSON, Jamal Eric (English)

WATSON, Richard

WATTERS, Dick

WEINSTEIN, Dina (Communication)

WIELER, Constance (Communication)

WILDER, Harold (Mathematics)

WILLIAMS, Rick (Marketing)

WIMBERLEY, Tonji (Communication)

WINTERER, Heather

WITTMAN, Tim

YAFFE, David (American Studies)

ZIMMERMAN, Spencer

Academic Disability Policy

Rider University supports the protections available to students with disabilities under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act as amended, and the New Jersey Law Against Discrimination.

Services for Students with Disabilities (SSD) facilitates equal access to the programs and activities at Rider University for students with disabilities, as defined by the Americans with Disabilities Act (ADA).

Students must initiate contact with SSD in order to receive services and to arrange reasonable accommodations, such as course adjustments, course substitutions and auxiliary aids. Any Rider student who supplies SSD with appropriate documentation of a disability is eligible on a case-by-case basis for reasonable accommodations. Students with disabilities should contact SSD (Joseph P. Vona Academic Annex, Room 8, 609-895-5492) to discuss available services and reasonable accommodations, including academic adjustments.

Only students with documented disabilities that prevent equal access to an academic course or program are entitled to reasonable accommodations, which may include course adjustments, course substitutions and auxiliary aids. A reasonable accommodation is an accommodation that provides the student with equal access to the academic course or program, including all course or program materials, but does not impose an undue burden on the University or constitute a fundamental alteration to the course or program in question. Knowledge of the essential course and program standards resides primarily with the individual faculty member and/or the academic department.

SSD evaluates the disability documentation provided by the student, collects additional information from the student, and gathers information from relevant educational support personnel (e.g., high school guidance counselors), medical and psychological professionals, and other pertinent sources outside of Rider University. When the student's disability has been sufficiently documented and potential reasonable accommodations have been identified, the student is provided a Notice of Academic Adjustments specific to each course and encouraged to present that Notice of Academic Adjustments to the relevant faculty member and to discuss, in a private setting, how the reasonable accommodations will be implemented.

If any such faculty member has concerns that the proposed accommodations constitute a fundamental alteration to the course or program in question, that faculty member shall promptly contact SSD to initiate discussion and resolution those concerns.

If the faculty member does not demonstrate to SSD that the accommodation constitutes a fundamental alteration of the course or program in question, the accommodation shall be put in place. If the faculty member demonstrates to SSD that the accommodation constitutes a fundamental alteration of the course or program in question, alternate

accommodations, to the extent available, shall be made. If SSD and the faculty member are unable to mutually agree on this issue, they shall appeal it to the Provost or his/her designee, who shall hear both positions, review any necessary documents, and render a final decision.

If such an appeal is taken to the Provost or his/her designee, and the semester has already begun, the Provost or his/her designee shall determine at the outset of the appeal process whether or not the student will suffer an immediate negative impact, if the proposed accommodation is not yet in place. If the determination is that the student will suffer such an immediate negative impact, then the proposed accommodation will be put into place pending resolution of the appeal. If no such immediate negative impact is apparent, the proposed accommodation will be withheld, pending resolution of the appeal. In either case, the Provost or his/her designee will make every reasonable effort to render his/her decision within four working days of the initiation of the appeal.

This policy is designed to ensure the University's compliance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act as amended and the New Jersey Law Against Discrimination, and to enable every Rider student with a disability to enjoy an equal opportunity to achieve his/her full potential while attending this University.



September 2020

Office of the Associate Provost and Legal Counsel for Academic Affairs 120 Moore Library Building .2083 Lawrenceville Road Lawrenceville, NJ 08648-3099 T 609-896-5035 F 609-896-5242 castagne@rider.edu www.rider.edu/staff/james-castagnera

Dear Faculty:

The Academic Integrity Committee is responsible for developing policies and programs to enhance academic integrity at Rider University.

We enclose materials that include the code of academic conduct, the statement of regulations, and procedure to be followed in cases of academic dishonesty. The policies can be found in the online Academic Catalog on our website at catalog.rider.edu.

We also enclose "plagiarism examples and corrected examples" (provided by the English Department) and encourage you to discuss these examples with your students. As is usual, Associate Dean Ira Mayo will agenda the issue of integrity as a part of this fall's freshmen seminar program.

Finally, we remind you of the policy that mandates faculty to report all cases of plagiarism to the student's academic dean and to the Dean of Students for inclusion in the student's file. Only if this is done can faculty become aware if a student has a history of violations.

For the Academic Integrity Committee:

Matthew Stieglitz, Esq.

CODEOFACADEMIC INTEGRITY

Introduction

All information given here applies to all undergraduate and graduate students of Rider University.

Significance of Accepting Admission to Rider University

By the act of accepting admission to Rider University, students acknowledge and agree to the following:

- that they will be bound by and comply with all University standards and policies, including but not limited to, those standards and policies set forth in this catalog and in the student handbook (The Source).
 Primary and ultimate responsibility for knowing and conforming to these standards and policies and degree requirements resides with the individual student.
- that the ultimate authority to regulate and maintain order on the University campuses resides with the President and the Board of Trustees; and.
- 3. that the University retains ownership and the exclusive right to use any and all promotional, publicity, and entertainment products (including those produced as course requirement), creations, and activities engaged in by the student while at the University, including but not limited to photographs, television, audio and video recordings, motion pictures, artistic performances and presentations, Internet/web-based productions and sales, and athletic events and all proceeds therefrom. He/she has no right to any payment for participation therein.

Students further agree to execute any documents required to confirm or convey to the University all rights outlined in subpart (3) above.

Rider University's Right to Change Catalog Contents

This Academic Catalog is not a contract nor is it an offer to enter into a contract. While every effort is made to ensure the accuracy of the information provided in this catalog, it must be understood that all policies and procedures (as well as courses, course descriptions, curricular and degree requirements and other academic information) described in this catalog are subject to change or elimination at any time without prior notice.

Primary and ultimate responsibility for knowing and conforming to the standards, policies and degree requirements outlined in the Academic Catalog resides with the individual student.

While every effort will be made to inform students of any changes as soon as is practical, students should consult the appropriate academic or administrative department, school, college, or other service provider for currently accurate information on any matters described in this catalog. Changes affecting degree requirements will take into account the applicability of the change to currently matriculated students.

Rider University also reserves the right to vary the policies and procedures in the Academic Catalog on a case-by-case basis, as fair and reasonable treatment of interested parties requires in the University's bestjudgment.

Academic Rights and Freedoms

It is the responsibility of Rider University to protect the academic freedoms of the students in accordance with the Joint Statement on Rights and Freedoms of Students. "Joint Statement on Rights and Freedoms of Students," Inter-association Task Force (U.S. Student Assoc., AAC&U, AAUP, 1993). Of critical importance is section two, which deals with the relationship between the professor and the student. "The professor in the classroom and in conference should encourage free discussion, inquiry and expression. Student performance should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards."

Protection of Freedom of Expression

Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.

Protection Against Improper Academic Evaluation

Students should have protection through orderly procedure against prejudiced or capricious academic evaluation. At the same time, they are responsible for maintaining standards of academic performance established for each course in which they are enrolled.

Protection Against Improper Disclosure

Information about student views, beliefs and political associations which professors acquire in the course of their work as instructors, advisors and counselors should be considered confidential. Protection against improper disclosure is a serious professional obligation. Judgments of ability and character may be provided under appropriate circumstances, normally with the knowledge or consent of the student.

When students feel that their academic rights and freedoms have been violated, they must have a defined avenue of appeal that is consistent with the principles outlined in the Joint Statement on Rights and Freedoms of Students, the AAUP 1940 Statement on Academic Freedom and the AAUP 1956 Statement on Professional Ethics.

Code of Academic Integrity Preamble

Academic honesty constitutes the cornerstone of the academic community. Learning, teaching and scholarship cannot be conducted in an atmosphere of dishonesty. Therefore, Rider University insists on strict adherence to the concept of academic honesty as indispensable to the continued existence and future development of the campus community. Every student has a direct personal interest in maintaining academic honesty since each evaluation of academic progress involves a judgment by the faculty member concerning each individual's intellectual performance. The evaluation process is predicated on the assumption that an individual's achievement reflects his/her own ability, effort and perceptions.

Academic dishonesty includes any unauthorized collaboration, misrepresentation or fabrication in the submission of academic work. Inall written work, whether in class or out of class, the student's name on the work is considered to be a statement that the work is his or hers alone, except as otherwise indicated. Students are expected to provide proper citations for the statements and ideas of others whether submitted word for word or paraphrased. Failure to provide proper citations will be considered plagiarism and offenders will be subject to the charge of plagiarism specified in the statement of regulations.

Similarly, students are expected to adhere to all regulations pertaining to examination conduct including placement tests. These regulations are designed to insure that the work submitted by the student on examinations is an honest representation of that student's effort and that it does not involve unauthorized collaboration, unauthorized use of notes during the exam, or unauthorized access to prior information about the examination.

In oral or written submissions presented as scientific or non-fiction, fabrication or alteration of facts, data, images, or audio or video recordings, or misrepresentation of procedures or of participation in an academic activity, for the purpose of misleading, also constitutes academic dishonesty.

Jurisdiction of the Code of Academic Integrity

Each student is responsible for his or her academic conduct from the time of acceptance for admission through the actual awarding of a degree.

Statement of Regulations

Section 1. Out-of-Class Assignments.

Students are expected to provide proper citations for the ideas and statements of others. When the ideas are paraphrased, the sources of those ideas need only to be properly cited. When the ideas are quoted (copied word for word), the copied words must be set in quotation marks and cited. When students collaborate on papers or out-of-class examinations, the names of all collaborators must be acknowledged on all papers submitted. It is expected that research and writing assigned to an individual student will be done by that student.

- 7.7 Ghostwriting. Written work submitted by an individual student (or group of students working together as approved in advance by the instructor) is expected to be the work of that student (or approved group). A false claim of authorship is an act of academic dishonesty.
- 7.2 Wordfor WordPlagiarism. Copying, word for word, from any source (book, magazine, newspaper, Internet source, unpublished paper or thesis) without proper acknowledgment by quotation and citation within the text of the paper, or the submission of any part of another's work, word for word, without proper quotation and citation is an act of academic dishonesty.
- 7.3 Patchwork Plagiarism. The submission of work which has been constructed by piecing together phrases and/or sentences quoted verbatim (word for word) or paraphrased from a variety of unacknowledged sources is an act of academic dishonesty.
- 7.4 Unacknowledged Paraphrases. Submission of another author's facts or ideas in one's own words without acknowledgment by proper citation is an act of academic dishonesty. (If the ideas or information are neither originally the student's nor cannot be found in a variety of sources, the source must be acknowledged by footnotes or by proper citation within the text of the paper. Failure to acknowledge this indebtedness is referred to as "unacknowledged paraphrase.")

Section 2. Examination Conduct

Students are expected to adhere to the following regulations pertaining to their personal and academic conduct before, during, and after

- examinations. These regulations are designed to insure that the work submitted by a student on examinations is an honest representation of that student's effort and that it does not involve unauthorized collaboration, unauthorized use of notes during an examination, or unauthorized access to prior information about the examination.
- 2.7 Prior Access to Examinations. No student may have direct or indirect access to an examination or an examination question without the express approval of the faculty member who has prepared the examination. Unauthorized entry into offices, duplicating centers, computers, voice mail,fax, other electronic media, or personal possessions of faculty is prohibited. Prior access to examination information, attempts to gain access to examination material, unauthorized possession of examination material, and the derivation of benefit from or aiding access to examination materials are all acts of academic dishonesty.
- 2.2 UnauthorizedAssistanceDuringExaminations.Thereceivingorgivingof any written, oral or visible help on an examination is an act of academic dishonesty.
- 2.3 Proxy Representation. Students are expected to sit for examinations required for the courses in which they are enrolled. Proxies/ghosts are strictly prohibited. Serving as a proxy, or being served by proxy, during an examination is an act of academic dishonesty. (Students must carry ID cards at all times, including the times they present themselves for examinations. Students must present their ID cards during an examination if requested to do so by the proctor or instructor.)
- 2.4 Unauthorized Use of Written or Electronic Material During Examinations.
 No student may use any book, notebook or other written or electronic materials during an examination unless such examination has been designated as an "open book" type, in which case the examining faculty member must have so informed the class prior to the examination.
 Materials which are not permitted to be used on the examination, if brought to the examination room, must be deposited at a location specified by the faculty member. Unauthorized possession of any written materials during an examination is an act of academic dishonesty.

Section 3. Fabrication

Students are expected to accurately report facts and data obtained in their research activities; present documentary photographs and audio and video recordings honestly; and, report on their attendance at events and engagement in activities honestly and accurately. Fabrication includes the making up or falsification of facts, data, sources or procedures; misleading doctoring or manipulation of photographs or video; or falsely claiming to have attended an event or visited a site, or engaged in an activity, or misrepresenting the time devoted to such attendance, visitation, or engagement, for the purpose of misleading.

- 3.7 Fictional devices innonfiction material. Names, dates, places and other verifiable facts should not be altered in any paper or story that purports to be factual and non-fiction. Facts that must be disguised or withheld to protect the privacy or safety of a source should be acknowledged with an appropriate explanation to the reader/viewer. Composites, which present the characteristics or experiences of more than one person or event blended into one, should not be used without a clear explanation to the reader/viewer.
- 3.2 Documentaryphotosandaudioorvideorecordings. While manipulating images and recordings for purposes of satiric or similar effect is permissible for artistic purposes, such manipulations should not be presented in a way that can be confused with reality. It is not permissible to doctor or manipulate photographs or recordings if the result is counter-

factual. Cropping and enhancement of clarity are permissible, provided it does not distort reality so as to deceive the audience.

- 3.3 Scientific misconduct. Fabrication, manipulation, or "fudging" of the processes or results of experiments or observations, and similar practices which seriously deviate from those commonly accepted by the scientific community, as represented by your faculty, for proposing, conducting or reporting research, are also violations of this policy. Honest errors and honest differences of opinion in interpretations and judgments of data are not included in this definition.
- 3.4 Procedural dishonesty. This category includes falsely claiming to have attended an event or to have remained at the event longer than one did; claiming to have visited a site; or to have engaged in an activity, whether for purposes of extra-credit in a course, or for inclusion in a graded assignment.

Procedures to be Followed in Cases of Academic Dishonesty

Step One

When a faculty member has reason to believe that an act of academic dishonesty has been committed by a student enrolled either in a current course or in one completed within the previous four months, the faculty member shall notify the student inwriting of the alleged violation and require that the student meet with the faculty member at a mutually satisfactory time within five (5) working days after the faculty member's notification. The faculty member shall have the authority to extend the time within which the meeting takes place to ten (10) working days at his or her discretion. If the meeting does not occur within this time, the faculty member may proceed with the imposition of any of the sanctions described below.

At this meeting with the student, the faculty member and the student shall discuss the alleged act of dishonesty. The faculty member and the student shall seek to resolve the matter during this meeting. If the faculty member concludes that an act of academic dishonesty has not occurred, no further action shall be taken and the student shall be permitted to complete the course, if it is still in session, as if the faculty member's allegation had not been made.

If, as a result of information obtained in this meeting and/or shortly thereafter, the faculty member concludes that an act of academic dishonesty has occurred, he/she must notify the student of this determination in writing within seven (7) working days of the meeting and must indicate which one of the following sanctions will be invoked. The existence of a prior finding of academic dishonesty may impact the choice of sanction. The options are listed below in ascending order of seriousness. The faculty member may:

- Direct the student to resubmit any work necessary to complete the course requirements;
- Direct the Registrar to change the grade given to the student to the notation "Incomplete" and direct the student to resubmit any work necessary to complete the course requirements;
- Lower the grade appropriately on the assignment in which
 the academic dishonesty took place in light of the gravity and
 implications of the act of dishonesty, recalculate the final course
 grade, and direct the registrar to change the final course grade
 accordingly;
- 4. Direct the Registrar to enter the grade of "F" for the course on the student's permanent academic record (this "F" supersedes all other grades, including the "W" notation);

Initiate charges against the student with the Academic Integrity Committee for the purpose of causing the student to be suspended or dismissed from the University

The sanction will be effective immediately upon notification, except for sanction #5.

When the faculty member invokes sanction #5, he/she must submit a letter detailing the act of alleged academic dishonesty to the Academic Integrity Committee and, simultaneously, to the student involved, to the faculty member's department chairperson, to the student's academic dean and, in the case of an undergraduate student, to the Dean of Students.

When the faculty member invokes any of the sanctions #1 through #4 and the student does not challenge the decision within seven (7) working days of receiving notice from the faculty member, the faculty member shall place copies of the decision in the student's academic file in the student's academic dean's office and in the student's file in the office of the Dean of Students. If the student challenges the sanction (#1-#4) recommended by the faculty member (based solely on disputing the charge of academic dishonesty), he/she shall have the right to pursue a written appeal beyond the faculty member, first to the chairperson of the department where the faculty member (or if an adjunct based solely in a program, where his/her program director) is based and then, if necessary, to the appropriate academic dean. If the faculty member of the course is the department chairperson, the appeal shall go directly to the appropriate academic dean.

Step Two

The written appeal to the department chairperson or academic dean must be made within seven (7) working days of the receipt of the faculty member's decision, with a copy of the appeal to the faculty member. The department chairperson or academic dean will have seven (7) working days to reach his/her decision. The department chairperson or academic dean shall send the decision to the student by registered mail or hand delivery, with a copy to the faculty member. If the department chairperson upholds the faculty member's decision regarding academic dishonesty and the student does not appeal this decision in writing to the appropriate academic dean within seven (7) working days from the receipt of the decision, the department chairperson shall place copies of the decision in the student's academic file in the student's academic dean's office and in the student's file in the office of the Dean of Students.

Step Three

If either the student or faculty member is dissatisfied with the chairperson's or dean's decision, the student or faculty member will have seven (7) working days from receipt of that decision to submit a written appeal to the dean of the college in which the course is taught, with copies to the faculty member, student, and department chairperson. (If the dean has already ruled on the case, he/she shall appoint another department chair, or an associate or assistant dean to handle this appeal.) The appropriate dean shall schedule a meeting with the student and faculty member to hear the appeal as soon as it can reasonably be set, and, following his/her assessment of the situation, will have seven (7) working days to render a decision. The dean shall convey his/her decision in writing by registered mail or hand delivery to the student, with a copy to the faculty member and the department chairperson. If the dean upholds the faculty member's decision regarding academic dishonesty and the student does not appeal this decision to the Academic Integrity Committee within seven (7) working days from receipt of the decision, the dean shall place copies of the decision in the student's academic file in

the student's academic dean's office and in the student's file in the office of the Dean of Students. If after appealing to the dean, the student or faculty member is still dissatisfied, a final appeal may be made in writing to the Academic Integrity Committee within seven (7) working days of receipt of the dean's decision.

Step Four

The Academic Integrity Committee shall consist of six (6) members:

Three (3) faculty members appointed by the bargaining unit members of the University Academic Policy Committee; two (2) administrators with faculty rank appointed by the Provost and Vice President for Academic Affairs; and one (1) full-time undergraduate student selected by the Student Government Association who, at the time of his/her service, must be a senior with a grade point average no lower than 3.25.

The bargaining unit members of the University Academic Policy Committee, the Provost and Vice President for Academic Affairs, and the Student Government Association shall each designate one alternate who shall serve in the event an applicable appointee is unable to serve. The bargaining unit faculty members and the administrators shall serve two-year terms, beginning with the date of appointment, and may be reappointed. The student member shall serve a one-year term.

The committee shall select from among its members with faculty rank a chairperson and a vice chairperson, and immediately notify the President, the Provost and Vice President for Academic Affairs and the chairperson of the University Academic Policy Committee, the president of the Student Government Association, and the Dean of Students of the names of the designees. The chairperson or vice-chairperson shall serve as the hearing coordinator. Any three (3) members of the committee with faculty rank (including the hearing coordinator) shall constitute a quorum.

The failure or inability of any appointing body to fulfill its responsibility to appoint any member(s) to the Academic Integrity Committee shall not prevent the committee from organizing and exercising its prescribed duties. Whenever there is no chairperson or vice-chairperson of the committee, the Provost and Vice President for Academic Affairs shall appoint a convener. Ordinarily, the chairperson (or vice-chairperson, in his/her absence) shall preside over the meetings of the committee.

The hearing coordinator shall have the following duties and responsibilities:

- 1. To assure that all procedures have been followed;
- To inform the members of the committee that a charge of alleged academic misconduct against a student has been brought by a faculty member or that a student or faculty member has appealed a decision;
- To see that all members of the committee receive the appropriate materials necessary for the hearing of the charge and appeal;
- 4. To keep a permanent record of the committee's proceedings; and
- To see that all decisions made by the committee are prepared and distributed to the relevant parties.

Within ten (10) working days after receipt of a charge brought by a faculty member, or an appeal brought by either party, a date for a hearing shall be set and the faculty member and the student shall be notified of that date. If the hearing has not occurred within those ten (10) days, itshall be scheduled to take place as soon as possible thereafter. The committee chairperson shall have authority to extend any deadlines when it is evident that both parties have made good faith, though unsuccessful, efforts to meet the stated deadlines. Parties at the hearing

shall be limited to members of the Rider University community with information pertinent to the given case. The student may choose to have a University advisor present with him/her. This advisor may be a university administrator, faculty member, or current student.

If the requested sanction is dismissal from the University, the student shall have the right to be accompanied by an attorney. If the committee indicates in advance that dismissal will not be considered by the committee no attorney shall attend. In cases where dismissal will be considered, if the student wishes to be accompanied by an attorney, the hearing coordinator must be so notified at least seven (7) days before the scheduled hearing so that the University may also have counsel present.

The committee shall establish the operating procedures by which it reviews cases. Standard operating steps include:

- An uninterrupted presentation of his/her position by whichever person brought the matter to the committee (faculty member or student);
- An uninterrupted presentation of his/her position by the other party (faculty member or student);
- 3. Committee questioning of either and/or both parties;
- Committee review of any documents or affidavits proffered by the parties;
- 5. Committee deliberations in executive session.

The role of any University advisor or attorney present shall be that of observer of the proceedings and advisor to his/her client and shall not include the right to question either party for the record. An audio recording shall be made of all proceedings conducted by the Academic Integrity Committee.

After both the faculty member's and the student's assertions and responses have been heard (including questioning of either party by the committee), the committee will decide whether the faculty member's charge and sanction shall be upheld.

If the faculty member's charge is upheld, the committee will normally uphold the sanction originally imposed, if it is consistent with the faculty member's pre-stated written guidelines (if any) given to the student at the outset of the course about the consequences of an act of academic dishonesty. However, the committee will have recourse to any one of the four (4) other sanctions which the faculty member could have chosen, or may decide to suspend or dismiss the student, depending upon the specific circumstances connected with each case.

When a student's graduation is affected by the outcome of an academic conduct case in a semester, term or session immediately before such graduation, all parties in the case shall make reasonable efforts to expedite the entire process.

As a result of its deliberation, the committee may find the student innocent of academic dishonesty, thereby levying no sanctions against the student. Under this condition, no punitive action shall be taken against the student, either by the committee or by the faculty member.

If the committee finds the student guilty of academic dishonesty, it may direct that one of the following sanctions betaken against the student in ascending order of seriousness:

 That the student resubmit any work necessary to complete the course requirements;

- That the registrar change the grade given to the student to the notation "Incomplete" and direct the student to resubmit any work necessary to complete the course requirements;
- That the grade be lowered appropriately on the assignment in which the academic dishonesty took place in light of the gravity and implications of the act of dishonesty, and recalculate the final course grade and direct the registrar to change the final course grade accordingly;
- That the registrar enter the grade of "F" for the course on the student's permanent academic record (this "F" supersedes all other grades, including the "W" notation);
- 5. That in addition to, or in place of, any of the sanctions imposed above, the student be suspended for a definite period of time or be dismissed from the University, whenever the committee deems it in the best interests of the University to do so, with the notation, "Dismissed for Academic Dishonesty" entered on the student's permanent academic record.

The sanction invoked will become effective immediately upon notification.

The committee shall notify, by registered mail or hand delivery, the faculty member and the student of its decision within five (5) working days after the hearing, and copies of the decision shall be forwarded to the student's chairperson and dean for inclusion in the student's academic file and, in the case of an undergraduate student, to the Dean of Students for the student's file. The committee's decision shall be final, with no other right of appeal.

Any letters placed in a student's academic file and student's file in the office of the Dean of Students according to any of the provisions in this policy will be available to individual members of the faculty and the committee when determining sanctions in subsequent incidents of academic dishonesty for that student. These letters will also be made available to the members of Academic Standing Committees for making subsequent decisions regarding conditional academic standing and academic dismissal for that student.

DATE

NAME INSTITUTION ADDRESS ADDRESS

Dear Dr:	•
The Department of	at Rider University, of which I am the chair,, e, tenure track position in (program, track, specialty) position, as well as brief descriptions of Rider neclosed for your convenience.

Rider University is strongly committed to providing its students with the benefits of a diverse faculty. It is our belief that in this time of globalization and broad multiculturalism in America's workforce, a college education simply must include exposing students to diversity inside and outside our classrooms. We also believe that faculty play a crucial role in expanding the outlooks and shaping the values of our students.

With these values and goals in view, I am writing to you today to request that you call the enclosed materials to the attention of any of your doctoral students who you believe might find this faculty appointment attractive to them. We are willing to consider strong candidates who are ABD, as well as newly graduated PhDs.

Please do not hesitate to call me if there is additional information you would like to have concerning Rider and/or the open position.

Sincerely yours,

RIDER DEPARTMENT CHAIR

Faculty Appointment Process Checklist

	1.	The department chair sends a request to the dean for authorization to fill a vacancy or to create a new line.
	2.	The dean confers with the Provost.
	3.	The dean forwards an on-line Position Authorization Form (PAF) to the Provost's Office (Provost and Academic Affairs Budget Officer).
	4.	The Provost's Office reviews, approves, and forwards the PAF to HR to initiate the opening of a search file. Note: There are additional approvals internal to HR.
	5.	Once the PAF has received final approval, the Manager of Employment notifies the dean to commence the search process.
	6.	The dean sends a memo to the department chair notifying him/her to prepare for the search, including a request to the department chair to develop proposed job qualifications and a draft advertisement.
	7.	The department chair, in consultation with the department, develops and sends the proposed job qualifications and draft advertisement to the dean for review.
	8.	The dean reviews and may propose amendment of the job qualifications and advertisement (possibly including a criminal background check) and insures that affirmative action language has been included. If there are no proposed amendments regarding the job qualifications or advertisement, the dean approves them. If there are proposed amendments, the dean meets with the department chair to iron out these differences and then approves the job qualifications and advertisement. (Any irreconcilable differences are resolved per the collective bargaining agreement process.)
	9.	Once the job qualifications and advertisement have been approved, the dean notifies the department chair. The department chair schedules a meeting and meets with the Manager of Employment (who acts as the Affirmative Action Officer's designee during the search process) to review underutilization data, develop the proposed search plan and review the advertisement. This review will include identifying resources and outreach efforts to increase the diversity of the candidate pool.
	10	The Manager of Employment sends the proposed search plan and advertisement, once finalized, to the dean and Provost for final review and coordination of any potential edits with the department chair. If there are edits, the department chair makes the necessary edits and sends the search plan and advertisement back to the dean and Provost for final approval.

	11.	plan and advertisement, and informs the dean, who sends an authorization-to-search memo to the department chair.
	12.	The Manager of Employment advertises the position according to the approved search plan.
	13.	The department chair conducts all outreach efforts according to the approved search plan.
	14.	HR gathers all requested applicant materials on-line and makes them available to the search committee for review.
	15.	Prior to candidate review, the department chair contacts the Manager of Employment to arrange for search committee training.
	16.	The Manager of Employment conducts search committee training for all search committee members not recently trained.
,	17.	The search committee drafts core interview questions to be asked of each candidate.
<u> </u>	18.	The search committee reviews all application materials and selects three to five candidates for on-campus interviews.
	19.	The department chair provides the dean with the list of selected candidates, the search plan and a memo indicating how each of the steps in the search plan has been implemented, copying the Manager of Employment.
	20.	Once the dean is assured that the search plan has been followed, the dean notifies the department chair to establish an interview schedule and invite the candidates to campus, copying the Manager of Employment.
	21.	The department chair contacts the Manager of Employment to make the necessary travel arrangements for the candidates.
	22	The candidates are interviewed in accordance with the relevant provisions of the collective bargaining agreement.
	23	The department ranks the candidates and the department chair sends the ranking to the dean with a request that an offer be extended to the department's first choice.
	_ 24	The dean reviews the ranked list of candidates. If the dean has any concerns regarding the department's recommended candidates, he/she shall meet with the department to share those concerns, which shall be resolved in accord with the relevant provisions of the collective bargaining agreement.
	_ 25	Once the dean and department are in accord, the dean or his/her designee extends an offer verbally to the candidate of choice (including verbal notification that a criminal background check will be conducted if one has been previously included among the job qualifications).

 26.	If the candidate verbally accepts the offer, the dean prepares a draft offer letter, following the attached template, and forwards it electronically to the Provost's Office. If a criminal background check is required, the dean notifies the Manager of Employment to begin the process.
 27.	The Provost's Office reviews and approves or revises the offer letter, which is returned to the dean for printing, signing and mailing to the successful candidate.
 28.	The candidate signs and returns the offer letter to the dean, who sends copies to the department chair, HR, the Provost's Office, and Disbursements.
 29.	The department chair logs onto the PeopleAdmin System and marks all candidates appropriately (hired, interviewed, not hired, etc.) and sends all interview notes, reference checks, etc. to the Manager of Employment for filing in the search file.
 30.	Once the results of the criminal background check (if any) are received, the Manager of Employment notifies the dean of those results.

DRAFT-DRAFT-DRAFT

DATE

MERGE FIELD MERGE FIELD MERGE FIELD

Dear MERGE FIELD:

Upon the recommendation of the faculty and chair of the Department of MERGE FIEL	L)
I am pleased to offer you an appointment at the rank of MERGE FIELD to begin on	
MERGE FIELD. Your salary will be MERGE FIELD for academic year [2008-2009].	
	OI
12 equal monthly increments of \$)	
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[Your appointment is conditional upon completion of a satisfactory criminal records check, as previously exlained to you.]

[The University will reimburse you up to \$XXXXX for appropriate moving expenses. Reimbursement to defray such expenses will follow IRS guidelines and will be initiated upon presentation of original receipts to my office. Please note that reimbursement of these expenses is considered by the IRS to be taxable income and will be reflected as income on your annual W-2 form. When filing your tax returns you must determine which of your reimbursed expenses are allowable deductions as per IRS guidelines.]

In addition to your classroom teaching assignment, as a full-time member of the faculty you will have responsibilities to the University, as per our contractual agreement with the AAUP, which include scholarly activities and activities referred to as 'value' (commonly called 'service' at other institutions). Rider recognizes that the particular mix of scholarship and value activities may vary from person to person and from department to department. However, the University anticipates that a faculty member's individual commitments from the outset will reflect that mix of activities outlined in the position announcement, discussed during the applicant interviews, or subsequently negotiated with me. In your case, these include:

- ONE
- TWO
- THREE
- FOUR

Terms and conditions of employment as a member of the Rider University faculty are described in detail in the Collective Bargaining Agreement negotiated with the Rider University Chapter of the American Association of University Professors which you

received during your interview-day here and which is also available on the Rider Website at http://www.rider.edu/2564_3587.html. If you have not yet received the departmental promotion and tenure criteria, you should ask your chair to provide them to you. Please provide to the Office of the Provost and Vice President for Academic Affairs the official transcripts from all academic institutions where you have taken courses, if you have not already previously provided these to Rider University's Office of Human Resources.

The Office of Human Resources, located in Room 108 of the Moore Library, requires that you complete a W-4 form and several other documents. Among these is the "Employment Eligibility Verification Form" (Form I-9), which must be completed and personally presented by you to the Office of Human Resources no later than three days after you commence your employment. Please note that this form may not be mailed and that you must be prepared to present the supporting documentation together with the form.

Please note that, should you choose medical coverage, it will become effective on the first day of the month following your first full month of employment. Details about our medical plans can be found at www.rider.edu/hr; rates for medical and dental coverage are attached for your convenience. If you have questions regarding benefits, please feel free to contact Mona Marder, Associate Director of Human Resources/Benefits Manager, at (609) 896-5000, extension 7286. Additional information regarding Rider employment is available on the website under "Guide for New Hires."

Please indicate your acceptance of this offer by signing below. I will appreciate your returning your signed acceptance of this offer to me within two weeks of the date of this letter. I look forward to working with you in the years ahead. Welcome to our College and to the Rider University community.

Sincerely,

MERGE FIELD MERGE FIELD

Enclosures

C: Donald Steven, Provost and Vice President for Academic Affairs
MERGE FIELD, Chair, MERGE FIELD
Michael Brogan, Academic Budget Officer
Thomas Phillips, Employment Manager, Office of Human Resources
Mona Marder, Associate Director of Human Resources/Benefits Manager
David Perry, Manager of Human Resources Information Systems
Debbie Farris, Director of Disbursements and Payroll

I accept the terms of this offer of employment.
Signature and Date

The Center for International Education (CIE) 1st Floor, Bart Luedeke Center – BLC 124

Mission, Services, and Staff

Mission:

The mission of the Center for International Education is to support and promote Rider University's international mission to prepare its students as global citizens and socially responsible leaders in an increasingly interdependent, diverse and complex world.

The Center provides resources, advisement, and assistance to students interested in study abroad and for international students; programming such as the International Student Mentoring program; support for faculty interested in developing short-term programs abroad; information on scholarships and grants; and special events.

Services:

1. International Student and Faculty Services

a. The CIE provides orientation programming, social security, visa and jobs information as well as personal support for international students and visiting international faculty.

2. Study Abroad

- a. Visit www.rider.edu/studyabroad for extensive information on our programs; scholarships and grants; financial aid policy; application and recommendation forms and deadlines; and other important information.
- b. See attached study abroad information and program listing documents.

3. Faculty-led Programs Abroad

a. The CIE offers advice, support, and program marketing for faculty who wish to develop their own programs abroad.

4. International Student Mentoring Program

a. This new program offers Rider University students – both international and domestic

 the opportunity to serve as mentors for incoming international students to ease their transition into American academic and social life.

5. Study Abroad Ambassador Program

a. This program offers students who have studied abroad the opportunity to become campus ambassadors for study abroad. They are trained by CIE staff to deliver information sessions in a variety of campus venues.

CONTACT US AT: (609) 896-7717



Greece

STUDY ABROAD AT RIDER UNIVERSITY



PROGRAM OPTIONS

Rider University Exchange Programs - www.rider.edu/studyabroad

- American Business School-Paris, France (Business, French and liberal arts)
- Karl-Franzens University-Graz, Austria (German, English-language liberal arts, sciences and other disciplines)
- KUG (University for Music and Dramatic Arts)-Graz, Austria (German and Voice)
- Nebrija University-Madrid, Spain (Hispanic Studies, International Business)
- Universidad San Francisco de Quito-Ecuador (4 campuses including Galapagos) (Spanish, liberal arts and sciences)

Affiliate Programs with AHA-International and IFSA-Butler

India Argentina Ireland Australia Italy Austria Mexico China New Zealand Chile Northern Ireland Costa Rica Peru England Scotland France Spain Ghana Wales

Short-term Faculty-led Travel Projects for credit in January intersession, spring break and summer

Tutoring Service-learning in Fuzhou, China Tutoring Service-learning in El Escorial, Spain Business and Science Tours in Galápagos, Ecuador Arts Abroad in London Global Encounters in Italy Field Marine Science Program in Roatan, Honduras Florence Voice Seminar Arts Administration in London

Or visit www.iiepassport.org and choose from their comprehensive database a different country or program important for your field of study. The Center for International Education will assistyou in making your dream come true!

^{*}internships available*

How to plan your study abroad?

1. Why study abroad? Cross-cultural skills, foreign language acquisition, career opportunities, problem solving skills, challenge, adventure!

2. Where can you study abroad?

Rider's partner schools in Austria, France, Spain, and Ecuador (including the Galápagos)

Rider's short-term faculty-led projects

- Rider's affiliate programs: IFSA-Butler and AHA International in over 15 countries
- Direct enrollment in programs in countries not covered by Rider programming

3. Things to consider about studying abroad:

- Visit our web page at www.rider.edu/studyabroad, and explore the options that Rider has to offer.
- For more programs, visit <u>www.iiepassport.org</u>.

Consider these questions:

- Where and why do I want to study abroad?
- When is the best time to go abroad given my major, minor and other requirements?
- Do I want to learn or improve my foreign language skills?
- Which program best fit my budget?

4. How to apply:

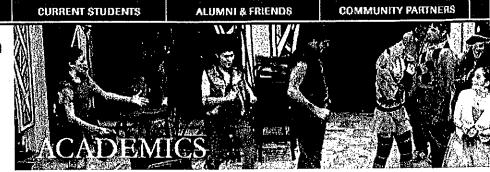
- Complete the online study abroad application at www.rider.edu/studyabroad, obtain two recommendations from Rider faculty and administrative staff (at least one must be from a faculty member), and submit an up-to-date official copy of your Rider transcript.
- Be aware of deadlines! Application deadlines will be strictly adhered to. Notification of acceptance will take place within 2 weeks of deadline.
 - Fall enrollment deadline is March 1st
 - Spring enrollment deadline is October 1st some programs and countries of destination requires earlier application
 - Summer deadline is April 1st
 - Deadlines for short-term faculty-led study programs can be obtained from program instructors.
 - Deadlines for non-Rider programs are available at the corresponding program websites
- 5. How to fund education abroad?
 - Most programs cost no more than, and sometimes less than, Rider tuition, room and board.

Rider finance aid packages are adjusted to programs costs.

- Scholarships and grants are available from numerous sources. Visit our web page at www.rider.edu/studyabroad, and click on "Scholarships & Grants."
- 6. Qualifications: Applicants must have a 2.5 cumulative GPA, and satisfactory financial and disciplinary standing with the University.
- 7. For further information: Contact or visit the Center for International Education; Luedeke Center, 1st floor; (609) 896-7717.



DIRECTIONS | CAMPUS SAFETY | CALENDARS | DIRECTORY | LIBRARIES | WE



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PROSPECTIVE STUDENTS

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Real World Learning

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Our Faculty

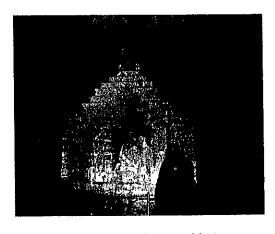
Admissions

Athletics

Student Life



STUDY ABROAD



Fall 2007: Rider student Jackie Day studied at Karl Franzens University in Graz, Austria.



January 2008: Rider students Anthony Concia, and Michael C. Lucca, Italy.

Rider University International Mission

Rider University is guided by a commitment to prepare its students as global citizens and social interdependent, diverse and complex world. Students who study abroad enrich their personal professional school admissions and the job market.

To achieve this goal, the University provides all students with the opportunity to participate in a abroad for a year, semester, or summer, and they can participate in short-term faculty-led travinclude study, service-learning and internships available through University exchanges, affiliate taken abroad can be articulated with students' major and minor program requirements and car requirements.

Don't miss this opportunity!

Perfect your foreign languages skills. Learn to understand and to be sensitive to multiple cultures and enhance first-hand your knowledge of global forces. Develop self-confidence, entexperience where you will make life-long friends from around the globe.

Rider University is pleased to provide our students, faculty and staff with access to R world's leading language-learning software. Accessible through Easypass authenticatione or wherever you are in the world, RosettaStone's over 30 languages come to yo Teacher guides for English and Spanish are available on reserve in Moore and Tali

Access RosettaStone

Application and Reference Forms

Students who wish to apply for study abroad should download the Application and Reference I deadlines are March 1 for fall study abroad, October 1 for spring study abroad, and April 30 fo

- >> Study Abroad Application
- » Faculty Reference Form (Non-Westminster)
- >> Faculty Reference Form (Westminster only)

Rider University Study Abroad Programs

Rider University has it own study abroad programs with affiliate universities overseas that also Exchange Programs are available at:

- S Graz, Austria Karl-Franzen University University of Music and Dramatic Arts
- » Quito, Ecuador and Galapagos Universidad San Francisco de Quito
- Paris, France American Business School
- » Madrid, Spain Nebrija University

Affiliate Study Abroad Programs

Study Abroad opportunitles are also available to students through Rider University's partnersh AHA International, visit their website at http://www.aha-intl.org/.

Learn more about international study opportunities with AHA International and Butler Universit

Direct Enrollment Study Abroad

Students can also study abroad in other countries in which Rider does not have its owr overseas experience elsewhere can explore opportunities with the <u>Institute for International Education</u>.

Faculty-Led International Travel Projects

Rider faculty members also offer international travel projects between semesters, during Sprin component of regular coursework. These short-term travel projects lypically last 2-3 weeks, to Italy, Mexico, and Spain, are directed and taught by Rider faculty. These courses are offered

View the upcoming international travel courses and projects and see what courses have

More Information

For more information about international educational opportunities, call (609) 896-5000, extensional Luedeke Center, first floor.

RIDER UNIVERSITY STUDY ABROAD APPLICATION

APPLICATION DEADLINES

For Fall Semester Study:

March 1

For Spring Semester Study:

October 1

For Summer Study:

April 1

For Summer study, check with the individual program since some deadlines are prior to April 1

APPLICATION SHOULD INCLUDE:

- 1. Study Abroad Application form, including Applicant's Statement
- 2. Two (2) faculty/administrative staff recommendations (at least one from a faculty member)
- 3. Up-to-date Official Copy of Rider transcript from Registrar's Office

PART I: BASIC INFORMATION

Name:						
	Last	First	Middle			
Rider ID#:	RIDER Email:		Sex:			
Birthdate:	Country of citizenship OR visa status:					
Program Location (c	ity, country):					
Program Provider (e	.g. University and/or Provider):				
Term and year for w	hich you are applying: Fall _	Spring	Summer			
Campus/commuter a	ddress:					
Telephone:		Cell Phone:				
Rider Major(s):		Rider Minor(s):				
Cumulative grade point average:		Credit hours completed:				
DADTII APPIICA	INT'S STATEMENT	•				

ATTACH A PAGE WHICH INCLUDES THE FOLLOWING:

- 1. Your name at the top of each page
- 2. A brief description of your experience abroad (explained below)
- 3. Your essay (see below)

EXPERIENCE ABROAD: If you have traveled or had occasion to study abroad, please briefly describe such experiences.

ESSAY: Write a concise statement (250-350 words, double-spaced and typed) of your proposed program of study and how it will relate in timing and content to your present academic program and interests. Describe the personal and academic benefits you expect to derive from your study abroad experience. Include information that may be useful in evaluating your candidacy, such as extra-curricular work, practical experience, and foreign language proficiency.

RETURN APPLICATION TO: Office of International Programs, BLC Suite 124, 896-7717

Signature: Date:	
------------------	--

Westminster Choir College of Rider University STUDY ABROAD FACULTY REFERENCE FORM

Name					·
(Last)	(First)			(Mi	ddle)
(circle one) do/do not waive my access	to this reference.	•			
Applicant's Signature)					
The above named student has applied to appreciate your assessment of the candid		tider Unive	ersity stu	dy abroad	l program. We would
Academic attributes Academic interest and motivation	Excellent (Good	Fair	Poor	Don't Know
Capacity for independent study			<u>Q</u>	<u> </u>	
Resourcefulness Reliability		Ŏ_	0	0	
Audition DVD		\sim			
Vocalism Musicality		<u> </u>	<u> </u>	Ŏ	
Musical accuracy		<u>Q</u>	<u>Q</u>	<u>Q</u>	<u>Q</u>
Intonation Command of German			Q		
Performing skills		<u></u>	<u>O</u>	<u>O</u>	<u>O</u> _
Non-academic attributes	Excellent (Good	Fair	Poor	Don't Know
Level of maturity Adaptability to new circumstances	<u> </u>	$\frac{\circ}{\circ}$	0		
Self-confidence/self-esteem		<u> </u>	0		
Ability to relate to others Emotional stability	-	8	8	8	
Open-mindedness		2			
Integrity			<u> </u>		
Please state frankly, on an attached docu academic and non-academic, in a study					
Evaluator's signature				Da	te ·
Name Printed				Tii	tle/Department

Please return this form directly to:

)ffice of International Programs, BLC 124; Rider University, 2083 Lawrenceville Road; Lawrenceville, NJ 08648

Deadlines for submission of references: March 1 for fall study abroad, October 1 for spring study abroad and April 30 for summer study abroad.

RIDER UNIVERSITY STUDY ABROAD REFERENCE FORM NON-Westminster Choir College

Name:	***************************************				
Last	First	First Middle			
I (circle one) do/do not waive my acce	ess to this refer	rence.			
Applicant's Signature					
The above named student has applied to would appreciate your assessment of the		n a Rider	University	study abro	ad program. We
Academic Attributes Competence in major/minor Academic interest and motivation Capacity for independent study Resourcefulness Reliability Integrity	Excellent O O O O		Fair O O O	Poor	Don't Know
Non-Academic Attributes Level of maturity Adaptability to new circumstances Self-confidence/self esteem Ability to relate to others Emotional stability Open-mindedness Integrity	Excellent		Fair	Poor	Don't Know
Please state frankly, on an attached do both academic and non-academic, in a					
Evaluator's signature	,	Date			
Name printed		Title/Department			
Please return this form directly to:	(C Suita 124	20 <i>6 77</i> 12	7		

Please return this form directly to: Office of International Programs, BLC Suite 124, 896-7717 Rider University, 2083 Lawrenceville Road, Lawrenceville, NJ 08548

Deadlines for submission of references: March 1 for fall study abroad, October 1 for spring study abroad and April 30 for summer study abroad.

Faculty Handbook

OFFICES SERVICES/ACADEMIC AFFAIRS/FACULTY HANDBOOK

https://www.rider.edu/offices-services/academic-affairs/faculty-handbook

1. INTRODUCTION

Rider University was founded in 1865 as a business college in downtown Trenton (NJ). A brief overview of the University can be found here.

Rider's faculty today consists of approximately 250 full-time teaching and professional-librarian faculty members, plus more than 100 priority and preferred adjunct faculty members, who together are represented by the American Association of University Professors. (https://www.aaup.org/)

• <u>AAUP Rider Chapter</u> (https://www.rideraaup.net/)

Under a system of shared governance, faculty and administration are represented on academic policy committees, including the University Academic Policy Committee and academic policy committees for each of the institution's colleges and schools. Faculty can participate in this governance process via the following procedures which can be found here: (http://www-usr.rider.edu/~aaup/originaldocu/APC_%20Policy.htm)

The academic curricula are delivered via Rider's academic departments and programs. Links to all of the University's majors and minors can be found here: (https://www.rider.edu/academics/majors-minors-programs)

The administration of the University includes the following offices:

- <u>The Office of the President</u> (https://www.rider.edu/about-rider/administration/office-president)
- The Office of the Provost and Vice President for Academic Affairs (https://www.rider.edu/offices-services/academic-affairs)
- <u>The Office of University Advancement</u> (https://www.rider.edu/support-rider/contact-university-advancement)
- <u>The Office of Enrollment Management</u> (https://www.rider.edu/offices-services/enrollment-management)
- <u>The Office of the Vice President for Finance</u> (https://www.rider.edu/offices-services/finance-division)
- <u>The Office of Student Affairs</u> (https://www.rider.edu/offices-services/student-affairs)
- The Office of Facilities Management and University Operations (https://www.rider.edu/offices-services/facilities-management)

Below, you will find links and brief descriptions of the major documents to which you will want to refer in ascertaining your rights and obligations, and in performing your role, as a Rider faculty member.

2. COLLECTIVE BARGAINING AGREEMENT

(https://www.rider.edu/offices-services/academic-affairs/collective-bargaining-agreement)

Rider University is in a collective bargaining relationship with the AAUP, which represents fulland part-time faculty, professional librarians and professional athletic staff. This resource defines in detail the terms and conditions of employment, including the following:

- Appointment and re-appointment
- Promotion and tenure
- Governance
- Workload
- Compensation and benefits

All faculty should review this document carefully.

3. ACADEMIC POLICY MANUAL

(https://www.rider.edu/offices-services/academic-affairs/academic-policy-manual)

This resource contains policies enacted by the University Academic Policy Committee, the Rider Board of Trustees, and the Deans' Council pertaining to the Academic Affairs Division of the University. Topics include the following:

- Evaluation, grading and academic standing
- Harassment, discrimination, and disabilities
- Technology, libraries and facilities
- Grants, research, and IRB issues
- Honorary degrees, honors, emeritus status, and other recognition
- and much more

4. ACADEMIC CATALOG

(http://catalog.rider.edu/)

The electronic, searchable catalog of all Undergraduate, Graduate and Westminster programs, including archived editions.

5. ACADEMIC SUCCESS CENTER

(https://www.rider.edu/academics/academic-support-services/student-success-center)

Some of the resources available to students are:

- Student Navigation Office
- Tutoring or Supplemental Instruction
- Academic Probation Support
- Student Accessibility and Support Services

6. STUDENT RESOURCES

The following policies are applied equally to all students.

• The Student Code of Social Conduct

(https://www.rider.edu/sites/default/files/2020-21_StudentCodeofSocialConduct.pdf)

The handbook is disseminated in hard copy to all new students and is available to all students via the website. It includes:

- Code of Social Conduct
- Anti- Harassment and Non-Discrimination Policy (governing all forms of harassment and discrimination including sexual assault, misconduct and harassment; dating and domestic violence; and stalking). This policy applies to both students and employees.
- Residential Regulations

• Code of Academic Integrity

(http://catalog.rider.edu/policies/code-academic-integrity/)

• Grade Appeals

(http://catalog.rider.edu/policies/undergraduate/grades/)

7. FACULTY-LED STUDENT TRAVEL

(https://rider.studioabroad.com/)

This resource contains:

- Policies and procedures for faculty-led study tours (both international and domestic)
- Information and forms regarding study-abroad opportunities

8. FACULTY MENTORING POLICY AND GUIDELINES

(https://www.rider.edu/sites/default/files/docs/Faculty_Mentoring_Policy-Final.pdf)

The Faculty Mentoring Policy document summarizes the structure and responsibilities of the Faculty Mentoring Committee. The Committee produced the following documents to support the mentoring process.

• <u>Faculty Mentoring Program Recommendations</u> (https://www.rider.edu/sites/default/files/docs/tlc-FacMentoringProgramRecsRevApr26-2010.pdf)

9. TECHNOLOGY POLICIES

(https://www.rider.edu/offices-services/technology)

Documents and publications related to the use of technologies including the rights and responsibilities of users, and other topics.

10. RESOURCES AND SERVICES

• <u>Library instruction</u>

(https://guides.rider.edu/home)

• <u>Library resources</u>

• (https://www.rider.edu/academics/libraries)

• The Rider News

(https://www.theridernews.com/)

• Registrar information

(https://www.rider.edu/academics/academic-support-services/registrar)

Teaching and Learning

(https://www.rider.edu/offices-services/teaching-and-learning-center)

• Technology training

(https://www.lynda.com/)

• Help with technology problems

(https://www.rider.edu/offices-services/technology)



FERPA

Information for staff members

One of the major purposes of the Family Educational Rights and Privacy Act of 1974 [FERPA] is the protection of the privacy of students' educational records. As the custodian of these records, Rider University must comply with the law, and procedures have been established for compliance.

One of the key stipulations set forth in this federal legislation deals with the release of student information to their parents or guardians. When a child reaches the age of 18 or begins attending a college or university, the rights of access previously accorded to the parents in K-12 pass to the student.

All records—academic, financial, disciplinary, and personal information—are subject to FERPA restrictions. Exceptions to the general rule may be made in the case of parents if one of the following conditions has been met:

- 1. Through the written consent of the student filed with the institution;
- 2. In compliance with a valid subpoena;
- 3. By submission of evidence that the parent(s) declared the student as a dependent on their most recent federal income tax form.

It is generally permissible to release information commonly found in a directory—name, address, phone and email address, for example. However, a student may choose to exercise his/her rights under FERPA and request that some or all directory information not be released.

If you have any question whether the requested information may or should be given out, contact your supervisor or Associate Counsel Jim Castagnera [x5035].



Proctoring Student Exams and Delivering Grades

Because the clerical staff has sometimes been asked to proctor exams or deliver grades to the Registrar's Office, I want to remind you that these matters are faculty responsibilities. We appreciate your cooperation in fulfilling these responsibilities without relying on our support staff.

September, 2020



Project Pay Proposals

As a general rule, non-faculty employees cannot receive any compensation from Rider other than their regular paychecks. Under certain extremely limited circumstances, approval may be given for additional pay to non-faculty employees. The request for this additional pay must be made in advance through the department head and division head. Division heads will then bring recommendations to the Human Resources Action Committee (HRAC) for review.

As there could be legal ramifications to these types of decisions, it is imperative that proper evaluation and approval steps be followed. Supervisors should not commit to employees absent HRAC approval.

Please contact Human Resources, x5140, if there are any questions.

POLICY FOR RESPONDING TO ALLEGATIONS OF SCIENTIFIC MISCONDUCT

I. Introduction

Pursuant to applicable Federal regulations, Rider University has promulgated this Policy to establish uniform policies and procedures for investigating and reporting instances of alleged or apparent scientific misconduct involving research or research training, applications for support of research or research training, or related research activities that are supported with funds made available under the Public Health Service Act.

II. Scope

The policies and procedures set forth in this Policy apply to all individuals at Rider University engaged in research that is supported by or for which support is requested (until such request is denied) from the U.S. Public Health Service (the "PHS"). Any departures from these policies and procedures, as may be required under the particular circumstances in the best interests of the University, must take into account the requirement that fair and equitable treatment be accorded to the subject of the inquiry or investigation and must be approved in advance by the Academic Vice President and Provost of the University.

III. Definitions

- A. <u>Allegation</u> means any written or oral statement or other indication of possible scientific misconduct made to an institutional official.
- B. Complainant means a person who makes an allegation of scientific misconduct.
- C. <u>Conflict of interest</u> means the real or apparent interference of one person's interests with the interests of another person, where potential bias may occur due to prior or existing personal or professional relationships.
- D. <u>Deciding official</u> means the President of the University, who shall make the final determinations on allegations of scientific and any responsive institutional actions. Any actions taken by the Deciding Official or the University under this Policy and which affect members of a collective bargaining unit shall be subject to the Grievance and Arbitration Procedure if such action constitutes a grievance under the applicable collective bargaining agreement.
- E. Good faith allegation means an allegation made with the honest belief that scientific misconduct may have occurred. An allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.
- F. <u>Inquiry</u> means gathering information and initial fact-finding to determine whether an allegation or apparent instance of scientific misconduct warrants an investigation.

- G. <u>Investigation</u> means the formal examination and evaluation of all relevant facts to determine if misconduct has occurred and, if so, to determine the responsible person and the seriousness of the misconduct.
- H. <u>ORI</u> means the Office of Research Integrity, the office within the U.S. Department of Health and Human Services (DHHS) that is responsible for the scientific misconduct and research integrity activities of the U.S. Public Health Service.
- I. <u>PHS</u> means the U.S. Public Health Service, an operating component of the DHHS.
- J. <u>PHS regulation</u> means the Public Health Service regulation establishing standards for institutional inquiries and investigations into allegations of scientific misconduct, which is set forth at 42 C.F.R. Part 50, Subpart A, entitled "Responsibility of PHS Awardee and Applicant Institutions for Dealing With and Reporting Possible Misconduct in Science".
- K. <u>PHS support</u> means PHS grants, contracts, or cooperative agreements or applications therefore.
- L. <u>Research Integrity Officer</u> means the Academic Vice President and Provost of the University, who shall be responsible for assessing allegations of scientific misconduct and determining when such allegations warrant inquiries and for overseeing inquiries and investigations.
- M. Research record means any data, document, computer file, computer diskette, or any other written or unwritten account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an allegation of scientific misconduct. A research record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; correspondence; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; CD ROMs; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.
- N. <u>Respondent</u> means the person against whom an allegation of scientific misconduct is directed or the person whose actions are the subject of the inquiry or investigation. There can be more than one respondent in any inquiry or investigation.
- O. <u>Retaliation</u> means any action by the University or any employee of the University that adversely affects the terms and conditions of employment or the status of an individual because the individual has, in good faith, made an allegation of scientific misconduct or of inadequate institutional response to such an allegation or because the individual has cooperated in good faith with an inquiry or an investigation of such and allegation.
- P. <u>Scientific misconduct or misconduct in science</u> means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations of judgments of data.
- Q. <u>University</u> means Rider University.

IV. Rights and Responsibilities

A. Research Integrity Officer

The Academic Vice President and Provost of the University will serve as the Research Integrity Officer (the "RIO") who will have primary responsibility for implementation of the procedures set forth in this Policy. Such official will, where applicable, appoint inquiry and investigative committees, so as to have a thorough and authoritative evaluation of the relevant evidence in an inquiry or investigation.

The maintenance of confidentiality is to be assured by the RIO and his or designees at all times so as to protect the integrity of the inquiry or investigation, while assuring the Respondent that his or her right to procedural fairness and the avoidance of premature and inappropriate damage to reputation are given the highest priority.

The RIO will be responsible for maintaining files of all documents and evidence and for the confidentiality and security of the files. The RIO will report to ORI, as required by regulation and keep ORI appraised of any developments during the course of the inquiry or investigation that may affect current or potential DHHS funding the individual(s) under investigation or that PHS needs to know to insure appropriate use of federal funds and otherwise protect the public interest.

B. Complainant

The Complainant will have an opportunity to testify before the inquiry and investigation committees, to be informed of the results of the inquiry and investigation, and to be protected from retaliation. At the election of the RIO, the Complainant may be provided with portions of a draft report for comment. The RIO shall advise the Complainant of the necessity for maintaining confidentiality and cooperating with an inquiry or investigation.

C. Respondent

The Respondent will be promptly advised and provided with a copy or summary of the allegations when an inquiry is opened. The Respondent will be accorded an opportunity to present evidence to the inquiry and investigation committees and to appear and testify before such committees. The Respondent may appear with legal counsel or such other representative as he or she deems appropriate. The Respondent will be permitted to review and comment upon the draft inquiry and investigative reports and will receive a copy of the final determination and resulting actions.

It shall be the decision of the Respondent as to whether or not to appear before the inquiry and investigation committees and as to what evidence, if any, the Respondent chooses to submit. If the Respondent is not found guilty of any

scientific misconduct, the University, at the written request of the Respondent, shall issue a written statement stating that the Respondent has not been found guilty of scientific misconduct. If the Respondent is found guilty of scientific misconduct and if the Respondent is a member of a collective bargaining unit, any action by the University based upon such finding and affecting the Respondent shall be subject to the grievance and arbitration provisions of the relevant collective bargaining agreement.

D. Deciding Official

The Deciding Official (the "DO") will receive the inquiry and/or investigation report and any written comments made by the Respondent and/or the Complainant on the draft report. In consultation with the RIO, the DO will determine whether to conduct an investigation, whether misconduct occurred or whether to undertake appropriate administrative or disciplinary action and what action, if any, shall be taken.

V. General Policies and Principles

A. Responsibility to Report Misconduct

All employees and other individuals associated with the University should report observed, suspected, or apparent misconduct in science to the RIO. If an individual is unsure whether a suspected incident falls within the definition of scientific misconduct, he or she may call the RIO to discuss the suspected misconduct informally. If the circumstances described by the individual do not meet the definition of scientific misconduct, the RIO may refer the individual or allegation to other offices or officials with responsibility for resolving the problem or may advise the individual that the circumstances do not merit any action.

B. Protecting the Complainant

The RIO will monitor the treatment of Complainants or individuals who charge inadequate institutional response to allegations, and those who cooperate in inquiries or investigations, insuring that these persons will not be retaliated against in the terms and conditions of their employment or other status at the institution and will review instances of alleged retaliation for appropriate action. Employees should immediately report any alleged or apparent retaliation to the RIO.

Also, the University will protect the privacy of Complainants who report misconduct in good faith to the maximum extent possible. For example, if the complainant requests anonymity, the institution will make an effort to honor the request during the allegation assessment or inquiry within applicable policies and regulations and state and local laws, if any, and consistent with providing information to the Respondent concerning the allegations. The Complainant will be advised that if the matter is referred to an investigation committee and the Complainant's testimony is required, anonymity can no longer be assured.

C. Protecting the Respondent

Inquiries and investigations will be conducted in a manner that will insure fair treatment to the Respondent(s) in the inquiry or investigation, confidentiality to the extent possible without compromising public health and safety or thoroughly carrying out the inquiry or investigation, and the avoidance of premature and inappropriate damage to the Respondent's reputation.

D. Cooperation with Inquiries and Investigations

University employees will cooperate with the RIO and other University officials in the review of allegations and the conduct of inquiries and investigations.

E. Preliminary Assessment of Allegations

Upon receiving an allegation of scientific misconduct, the RIO will immediately assess the allegation to determine whether there is sufficient evidence to warrant on inquiry, whether PHS support or PHS applications for funding are involved, and whether the allegation falls under the PHS definition of scientific misconduct. If the RIO determines that an inquiry is warranted, the inquiry shall be conducted in accordance with the procedures described below. If the RIO determines that an inquiry is not warranted, the Complainant should be so advised; the file shall be closed and maintained on a confidential basis in the office of the RIO.

VI. Conducting the Inquiry

A. Initiation and Purpose of the Inquiry

Following the preliminary assessment, if the RIO determines that the allegation provides sufficient information to allow specific follow-up, involves PHS support, and falls under the PHS definition of scientific misconduct, the RIO will immediately initiate the inquiry process. The purpose of the inquiry is to make a preliminary evaluation of the available evidence and testimony of the Respondent,

Complainant, and key witnesses to determine whether there is reasonable cause to believe that scientific misconduct has occurred, warranting an investigation. The purpose of the inquiry is not to reach a final conclusion about whether misconduct definitely occurred or who was responsible. The findings of the inquiry must be set forth in an inquiry report.

B. Preservation of the Research Records

After determining that an allegation falls within the definition of misconduct in science and involves PHS funding, the RIO must insure that all original research records and materials relevant to the allegation are preserved to as to be available I unaltered form. The RIO may consult with ORI for advice and assistance in this regard.

C. Appointment of the Inquiry Committee

The RIO will appoint an inquiry committee and committee chair within fifteen (15) days of the initiation of the inquiry. The inquiry committee will consist of individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegation, interview and principals and key witnesses, and conduct the inquiry. These individuals may be scientists, subject matter experts, administrators, lawyers, or other qualified persons, and they may be from inside or outside the institution.

The RIO will notify the Respondent of the proposed committee membership.

If the Respondent submits a written objection to any proposed member of the inquiry committee or expert based on bias or conflict of interest within seven (7) days of such notification, the RIO will determine whether to replace the challenged member of expert with a qualified substitute.

D. Charge to the Committee and the First Meeting

The RIO will prepare a charge for the inquiry committee that describes the allegation assessment and any related issues identified during the allegation assessment and states that the purpose of the inquiry is to make a preliminary evaluation of the evidence and testimony of the Respondent, Complainant, and key witnesses to determine whether there is reasonable cause to believe that scientific misconduct has occurred, warranting an investigation as required by the PHS regulation. The purpose is not to determine whether scientific misconduct definitely occurred or who was responsible.

At the committee's first meeting, the RIO will review the charge with the committee, discuss the allegations, any related issues, and the appropriate procedures for conducting the inquiry, and answer any questions raised by the committee. The RIO will be present or available through the inquiry to advise the committee as needed.

E. Inquiry Process

The inquiry committee will interview the complainant, the Respondent (if the Respondent agrees to be interviewed), and key witnesses as well as examining relevant research records and materials. The inquiry committee will evaluate the evidence and testimony obtained during the inquiry. After consultation with the RIO, the committee members will decide whether there is sufficient evidence of possible scientific misconduct to recommend further investigation. The scope of the inquiry will not include deciding whether misconduct occurred or conducting exhaustive interviews and analyses.

VII. The Inquiry Report

A. Elements of the Inquiry Report

A written inquiry report will be prepared by the inquiry committee listing the name and title of the committee members and experts, if any; the allegations; the PHS support; a summary of the inquiry proves used; a list of the research records reviewed; summaries of any interviews; a description of the evidence in sufficient detail to demonstrate whether an investigation is recommended and whether any other actions should be taken if an investigation is not recommended.

B. Comments on the Draft Report by the Respondent and the Complainant

The RIO will provide the Respondent with a copy of the draft inquiry report for comment and rebuttal and will provide the Complainant with portions of the draft inquiry report that address the Complainant's role and opinions in the investigation or a summary of the inquiry findings for the comments of the Complainant.

1. Confidentiality

The RIO may establish reasonable conditions for review to protect the confidentiality of the draft report.

2. Receipt of Comments

Within fourteen (14) calendar days of their receipt of the draft report (or summary, as the case may be), the Complainant and Respondent will provide their comments, if any, to the inquiry committee. Any comments that the Complainant or Respondent submit on the draft report will become part of the final inquiry report and record. Based on the comments, the inquiry committee may revise the report as appropriate. If the DO determines that an investigation is warranted, the investigation shall be conducted in accordance with the procedures below. If the DO determines that an investigation is not warranted, the file shall be closed and maintained on a confidential basis in the office at the RIO.

C. Inquiry Decision and Notification

1. Decision by Deciding Official

The RIO will transmit the final report and any comments to the DO, who will make the determination of whether findings from the inquiry provide reasonable cause to believe that scientific misconduct has occurred to justify conducting an investigation. The inquiry is completed when the DO makes this determination, which will be made within thirty (30) days of the receipt of the final report of the inquiry committee. Any extension of this period will be based on good cause and recorded in the inquiry file.

2. Notification

The RIO will notify both the Respondent and the Complainant in writing of the DO's decision of whether to proceed to an investigation.

D. Time Limit for Completing the Inquiry Report

The inquiry committee will normally complete the inquiry and submit its report in writing to the RIO no more than sixty (60) calendar days following its first meeting, unless the RIO approves an extension for good cause. If the RIO approves an extension, the reason for the extension will be entered into the records of the case and the report. The Respondent also will be notified of the extension.

VIII. Conducting the Investigation

A. Purpose of Investigation

The purpose of the investigation is to explore in detail the allegations, to examine the evidence in depth, and to determine specifically whether misconduct has been committed, by whom, and to what extent. The investigation will also determine whether there are additional instances of possible misconduct that would justify broadening the scope beyond the initial allegations. This is particularly important where the alleged misconduct involves clinical trials or potential harm to human subjects or the general public or if it affects research that forms the basis for public policy, clinical practice, or public health practice. The findings of the investigation will be set forth in an investigation report.

B. Sequestration of Research Records

The RIO will immediately sequester the relevant research records. This sequestration should occur before or at the tie the Respondent is notified that an investigation has begun. The need for sequestration of records may occur for any number of reasons, including the University's decision to investigate additional allegations not considered during the inquiry stage or the identification of records during the inquiry process that had not been previously secured. Where practicable, copies of the sequestered materials will be made available to the Respondent.

C. Appointment of the Investigation Committee

The RIO will appoint an investigation committee and the committee chair within fifteen (15) days of the notification to the Respondent that an investigation is planned or as soon thereafter as practicable. The investigation committee will consist of at least three (3) individuals who do not have real or apparent conflicts of interest in the case, are unbiased, and have the necessary expertise to evaluate the evidence and issues related to the allegations, interview the principals and key witnesses, and conduct the investigation. These individuals may be scientists, administrators, subject matter experts, lawyers, or other qualified persons, and they may be from inside or outside the University. Individuals appointed to the investigation committee may also have served on the inquiry committee.

The RIO will notify the Respondent of the proposed committee membership. If the respondent submits a written objection to any appointed member of the investigation committee or expert, the RIO will determine whether to replace the challenged member or expert with a qualified substitute.

D. Charge to the Committee and the First Meeting

1. Charge to the Committee

The RIO will define the subject matter of the investigation in a written charge to the committee that describes the allegations and related issues identified during the inquiry, defines scientific misconduct, and identifies the name of the Respondent. The charge will state that the committee is to evaluate the evidence and testimony of the Respondent, Complainant, and key witnesses to determine whether, based on clear and convincing evidence, scientific misconduct occurred and, if so, to what extent, who was responsible, and its seriousness.

During the investigation, if additional information becomes available that substantially changes the subject matter of the investigation or would suggest additional respondents, the committee will notify the RIO, who will determine whether it is necessary to notify the Respondent of the new subject matter or to provide notice to additional respondents.

2. The First Meeting

The RIO will convene the first meeting of the investigation committee to review the charge, the inquiry report, and the prescribed procedures and standards for the conduct of the investigation, including the necessity for confidentiality and for developing a specific investigation plan. The investigation committee will be provided with a copy of these instructions and, where PHS funding is involved, the PHS regulation.

E. The investigation committee will be appointed and the process initiated within thirty (30) days of the completion of the inquiry, if findings from that inquiry provide a sufficient basis for conducting an investigation.

The investigation will normally involve examination of all documentation including, but not necessarily limited to, relevant research records, computer files, proposals, manuscripts, publications, correspondence, memoranda, and notes of telephone calls. Whenever possible, the committee should interview the Complainant(s), the Respondent(s), and other individuals who might have information regarding aspects of the allegations. Interviews of the Respondent should be tape recorded or transcribed. All other interviews should be transcribed, tape recorded, or summarized. Summaries or transcripts of the interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the investigatory file.

F. Rights of the Respondent

At all stages of the investigation, the Respondent shall have the right to be represented by legal counsel or, where applicable, a union representative. The Respondent shall be entitled, at all relevant stages of the investigation, to review and respond to the allegations and to confront and interview the Complainant and all witnesses.

IX. The Investigation Report

A. Elements of the Investigation Report

The final report submitted to ORI will describe the policies and procedures under which the investigation was conducted, describe how and from whom information relevant to the investigation was obtained, state the findings, and explain the basis for the findings. The report will include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct as well as a description of any sanctions or discipline imposed and administrative actions taken by the University.

B. Comments on the Draft Report

1. Respondent

The RIO will provide the Respondent with a copy of the draft investigation report for comment and rebuttal. The Respondent will be allowed fifteen (15) days to review and comment on the draft report. The Respondent's comments will be attached to the final report. The findings of the final report will take into account the Respondent's comments in addition to all the other evidence and should be modified, as appropriate, based on the Respondent's comment.

2. Complainant

The RIO will provide the Complainant with those portions of the draft investigation report that address the Complainant's role and opinions in the investigation, or a summary thereof. The report should be modified, as appropriate, based on the Complainant's comments.

3. Legal Counsel

The draft investigation report will be transmitted to the University's counsel for a review of its legal sufficiency. Comments should be incorporated into the report as appropriate.

4. Confidentiality

In distributing the draft report, or portions thereof, to the Respondent and Complainant, the RIO will inform the recipient of the confidentiality under which the draft report is made available and may establish reasonable conditions to ensure such confidentiality. For example, the RIO may request the Complainant or Respondent to sign a confidentiality statement or have the Complainant come to his/her office to review the report. The Respondent shall be entitled to retain a copy of the draft report to permit the Respondent, in consultation with counsel, to comment upon and, where appropriate, rebut conclusions set forth in the draft report.

C. Transmittal of the Final Investigation Report to ORI

After comments have been received and the necessary changes have been made to the draft report, the investigation committee should transmit the final report with attachments, including the Respondent's and Complainant's comments, to the DO, through the RIO.

D. University Review and Decision

Based on clear and convincing evidence, the DO will make the final determination whether to accept the investigation report, its findings, and the recommended University actions. If this determination varies from that of the investigation committee, the DO will explain in detail the basis for rendering a decision different from that of the investigation committee in the University's letter transmitting the report to ORI. The DO's explanation should be consistent with the PHS definition of scientific misconduct, the University's policies and procedures, and the evidence reviewed and analyzed by the investigation committee. The DO may also return the report to the investigation committee with a request for further fact-finding or analysis. The DO's determination, together with the investigation committee's report, constitutes the final investigation report for purposes or ORI review.

When a final decision on the case has been reached, the RIO will notify both the Respondent and the Complainant in writing. In addition, the DO will determine

whether law enforcement agencies, professional societies, professional licensing boards, editors of journals in which falsified reports may have been published, collaborators of the Respondent in the work, or other relevant parties should be notified of the outcome of the case. The RIO will be responsible for ensuring compliance with all notification requirements of funding or sponsoring agencies.

E. <u>Time Limit for Completing the Investigating Report</u>

An investigation should ordinarily be completed within 120 days of its initiation, with the initiation being defined as the first meeting of the investigation committee. This includes conducting the investigation, preparing the report of findings, making the draft report available to the subject of the investigation for comments, submitting the report to the DO for approval, and submitting the report to the ORI.

X. Requirements for Reporting to ORI

- A. The University's decision to initiate an investigation will be reported in writing to the Director, ORI, on or before the date the investigation begins. At a minimum, the notification will include the name of the person(s) against whom the allegation(s) have been made, the general nature of the allegation as it relates to the PHS definition of scientific misconduct, and the PHS applications or grant number(s) involved. ORI will also be notified of the final outcome of the investigation and will be provided with a copy of the investigation report. Any significant variations from the provisions of the University's policies and procedures will be explained in any reports submitted to ORI.
- B. If the University plans to terminate an inquiry or investigation for any reason without completing all relevant requirements of the PHS regulation, the RIO will submit a report of the planned termination to ORI, including a description of the reasons for the proposed termination.
- C. If the University determines that it will not be able to complete the investigation in one hundred twenty (120) days, the RIO will submit to ORI a written request for an extension that explains the delay, reports on the progress to date, estimates the date of completion of the report, and describes other necessary steps to be taken. If the request is granted the RIO will file periodic progress reports as requested by the ORI.
- D. When PHS funding or applications for funding are involved and an admission of scientific misconduct is made, the RIO will contact ORI for consultation and advise. Normally, the individual making the admission will be asked to sign a statement attesting to the occurrence and extent of misconduct. When the case

involves PHS funds, the University will not accept an admission of scientific misconduct as a basis for closing a case or not undertaking an investigation without prior approval from ORI.

- E. The RIO will notify ORI at any stage of the inquiry or investigation if:
 - 1. there is an immediate health hazard involved;
 - 2. there is an immediate need to protect Federal funds or equipment;
 - 3. there is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;
 - 4. it is probable that the alleged incident is going to be reported publicly; or
 - 5. the allegation involves a public health sensitive issue, e.g., a clinical trial; or
 - 6. there is a reasonable indication of possible criminal violation. In this instance, the institution must inform ORI within twenty-four (24) hours of obtaining the information.

XI. University Administrative Actions

The University will take appropriate administrative actions against individuals when an allegation of misconduct has been substantiated.

If the Do determines that the alleged misconduct is substantiated by the findings, he/she will decide on the appropriate actions to be taken, after consultation with the RIO, subject to any applicable grievance and arbitration procedure. The actions may include:

- withdrawal or correction of all pending or published abstracts and papers emanating from the research where scientific misconduct was found.
- removal of the responsible person from the particular project, letter of reprimand, special monitoring of future work, probation, suspension, salary reduction, or initiation of steps leading to possible rank reduction or termination of employment;
- restitution of funds as appropriate.

XII. Grievance and Arbitration

Where the Respondent is a member of a collective bargaining unit and where the DO has determined that University action is to be taken with respect to the Respondent which Respondent's collective bargaining representative proposes to have reviewed under the applicable grievance and arbitration procedure set forth in the Collective Bargaining Agreement, then the matter shall be so reviewed and shall be subject to the provisions of such Grievance and Arbitration procedure, including, where applicable, the provisions and procedures for expedited arbitration.

XIII. Other Considerations

A. <u>Termination of University Employment of Resignation Prior to Completing</u> Inquiry or Investigation

The termination of the Respondent's institutional employment, by resignation or otherwise, before of after an allegation of possible scientific misconduct has been reported, will not preclude or terminate the misconduct procedures.

If the Respondent, without admitting to the misconduct, elects to resign his or her position prior to the initiation of an inquiry, but after an allegation has been reported, or during an inquiry or investigation, the inquiry or investigation will proceed. If the Respondent refuses to participate in the process, the committee will use its best efforts to reach a conclusion concerning the allegations, noting in its report the Respondent's failure to cooperate and its effect on the committee's review of all the evidence.

B. Restoration of the Respondent's Reputation

If the University finds no misconduct, the RIO, after consultation with the Respondent, will undertake reasonable efforts to restore the Respondent's reputation. Depending on the particular circumstances, and consistent with the request of the Respondent, the RIO will consider notifying those individuals aware of or involved in the investigation of the final outcome, publicizing the final outcome in forums in which the allegation of scientific misconduct was previously publicized, or expunging all reference to the scientific misconduct allegation from the Respondent's personnel file.

C. Protection of the Complainant and Others

Regardless of whether the institution or ORI determines that scientific misconduct occurred, the RIO will undertake reasonable efforts to protect Complainants who made allegations of scientific misconduct in good faith and other who cooperate in good faith with inquiries and investigations of such allegations. Upon completion of an investigation, the DO will determine, after consulting with the Complainant, what steps, if any, are needed to restore the position or reputation of the Complainant. The RIO is responsible for implementing any steps the DO approves. The RIO will also take appropriate steps during the inquiry and investigation to prevent any retaliation against the Complainant.

D. Allegations Not Made in Good Faith

If relevant, the DO will determine whether the Complainant's allegations of scientific misconduct were made in good faith. If an allegation is determined to have been made in good faith, the Do will determine whether any University action should be taken against the Complainant and, if so, what action should be taken. Any such University action affecting a member of a bargaining unit represented by a Union shall be subject to the applicable Grievance and Arbitration Procedure if such action constitutes a grievance under the collective bargaining agreement.

E. Interim Administrative Actions

University officials will take such interim administrative action, as may be appropriate, to protect Federal funds and ensure that the purposes of the Federal financial assistance are carried out.

XIII. Record Retention

After Completion of a case and all ensuing related actions, the RIO will prepare a complete file, including the records of any inquiry or investigation and copies of all documents and other materials furnished to the RIO or committees. The RIO will keep the file for three (3) years after completion of the case to permit later assessment of the case. ORI or other authorized HDDS personnel will e given access to the records upon request.

Pre-Travel Authorization of Expenses

Before completing this form please read the Travel Fund Policy document emailed each September from the Associate Provost.

The information below should be completed and approved by your Chair (or Dean if you are a Chair) and submitted to the Provost's Office prior to the payment of any expenses for the proposed travel. The cost of expenses below may be estimated.

Faculty Name:
Department:
Conference:
Location:
Dates: FromTo
Conference Registration Fee:
Air/Train:
Hotel:
Food:
Total:
The items listed below must be attached to this proposal:
[] Assumption of Risk Form – available at rideraaup.net or on the Rider University website (https://www.rider.edu/sites/default/files/docs/docs/AOR_Form_Employee_041919.pdf)
[] Conference announcement or acceptance of your participation
[] Estimated budget attached or completed above
I have reviewed the above proposal and this request has met the travel fund requirements.
Chairperson or Dean Signature: Date

Assumption of Risk and Waiver Form for Employees



Semester and/or Date of Event:		Lawrenceville and Princeton, NJ
Department:Class/Activity:		
Check the appropriate off campus travel purpose: travel for acade travel related to professional conferences travel related to my		
I understand that off campus travel as a Rider University employed including, but not limited to, injuries resulting from auto/bus/train act forth in the relevant Rider University Travel Policy.		
Therefore, with acknowledgment of the potential risks involved with and agree to indemnify Rider University, its trustees, officers, employ and causes of action arising out of any travel for property damage, pe intentionally wrongful acts or by acts outside the scope of my employ	yees, representatives, advisers and agents, rsonal injury or death sustained by me and	from any and all claims
 Travel provided by the University In the event of an unavoidable reason that prevents me from responsibility to transport myself to and from the event and reimbursed. I understand that it is my responsibility to arrive on time activity. Should I neglect to arrive promptly at the design transportation to and from the destination of the trip, and asset 	at the designated location(s) for both depended location(s), I understand that I ris	ransportation will not be vartures to and from the k being excluded from
FOR: EMPLOYEE		
NAME: (Print Employee Name)	BY: (Employee Signature)	
• • •	DATE:	
EMPLOYEE'S CELL PHONE:		
EMERGENCY CONTACT:	PHONE:	
Please list any special services you may require due to an existing me	edical condition or physical disability, using the	back if necessary.
The Health Insurance Portability and Accountability Act (HIPAA) all health care provider (hospitals) to individuals involved in your care are hospitalized, administrative staff at Rider may need information and accurate information about your condition. Please be aware the until such time as your enrollment at or association with Rider Univ will remain on file with the university and presented to the health care	e or for the purpose of notifying family me about your health in order to provide fam at signing this form is completely VOLUN ersity ends and may be revoked, in writing	embers. In the event you ily members with timely TARY, remains in effect g, at any time. This form
I, give permission Rider University information related to the condition of my health in	on to this health care provider to provide the event my health condition requires mea	
EMPLOYEE SIGNATURE:	DATE:	
	y consent for any medical treatment that	
my participation with the understanding that the cost		e my responsibility.
EMPLOYEE SIGNATURE:	DATE:	